

1425771.6
5/20/2015



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Doc#: 2015-0275348



Titles:	1	Pages:	152
Fees		478.00	
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PAID		\$478.00	

RECORDING REQUESTED BY:

Upland Central, LLC

WHEN RECORDED RETURN TO:

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
UPLAND CENTRAL

THIS DOCUMENT INCLUDES A WAIVER OF THE RIGHT TO JURY TRIAL AND THE USE OF AN ALTERNATIVE DISPUTE RESOLUTION PROCESS IN THE EVENT OF DISPUTES BETWEEN THE DECLARANT AND THE ASSOCIATION AND/OR OWNERS.

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
UPLAND CENTRAL

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Upland Central is made this 20 day of May, 2015, by Upland Central, LLC, a California limited liability company ("**Declarant**").

RECITALS:

A. PROPERTIES. Declarant is the owner of certain real property in the City of Upland, County of San Bernardino, State of California, described as follows (the "**Properties**"):

Units 17 through 30, and 63 through 68, Common Area CA-1 and Association Property AP-1 all as shown on the Condominium Plan for the Properties recorded 6/26/15, 2015 as Instrument No. 0270223, in the Office of the County Recorder of San Bernardino County, California, affecting a portion of Lot 1 of Tract No. 18951 as shown on a subdivision map filed in Book 342, Pages 70 through 72 of Maps ("**Map**"), in the Office of the San Bernardino County Recorder, California, and an easement for ingress, egress, drainage, utilities and general street purposes over, under along and across that portion of Lot 1 as shown on the Map as an "easement to the City of Upland for emergency vehicle access".

B. NATURE OF PROJECT. Declarant intends to develop on the Properties a statutory airspace condominium project, together with such additional Units as may be annexed thereto pursuant to the terms of this Declaration. In accordance with the Davis-Stirling Common Interest Development Act of the California Civil Code, the Properties are being developed as a "common interest development" condominium project and planned development. Declarant desires to divide the Properties and Improvements thereon into a Condominium Project, as defined in Sections 783, 4125 and 4175 of the California Civil Code, and to subdivide some Phases of the Project as authorized by Section 66427 of the California Government Code, in accordance with the recorded Condominium Plan for the "Project" as hereinafter defined. Declarant also intends to impose upon the Project, mutually beneficial restrictions, easements, assessments and liens under a general plan or scheme designed to benefit and enhance the value of the Project. Declarant will hereafter hold and convey title to all or any portion of the Project, as hereinafter defined, subject to certain protective covenants, conditions, restrictions and easements hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares and does hereby establish that the Project, including any Improvements added or constructed on or about the Project in the future, shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, for the purposes of creating the condominium project and of mutually benefiting the Properties, the Project and all of the Units, and the future Owners thereof. All of the restrictions, covenants, conditions, reservations, easements and equitable servitudes set forth herein shall run with the land, shall be enforceable equitable servitudes, unless unreasonable, and shall be binding upon all parties having or acquiring any right, title or interest in the Project, and shall be for the benefit of each Owner of any portion of the Project, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Owner thereof.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

SECTION 1. ANNEXABLE AREA. The term "Annexable Area" shall mean and refer to all or any portion of the real property as described on the Map with exception of the Property described in Recital A of this Declaration.

SECTION 2. ARTICLES OF INCORPORATION. The term "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Association.

SECTION 3. ASSESSMENTS. The term "Assessments" shall mean and refer to the following: Regular Assessment, Reimbursement Assessment and Special Assessment.

(a) Regular Assessment. The term "Regular Assessment" shall mean and refer to the amount which is to be paid by each Owner to the Association for common expenses as provided by the terms of this Declaration.

(b) Reimbursement Assessment. The term "Reimbursement Assessment" shall mean and refer to a charge against an Owner for the purpose of reimbursing the Association for any costs incurred by the Association on behalf of an individual Owner or for purposes of collecting any monetary penalties which may be imposed by the Association against an Owner as a disciplinary measure for failure of the Owner to comply with provisions of the Governing Documents including, but not limited to, the determinations of the Board or the Design Review Committee, or any rule or regulation adopted by the Association, or for costs incurred by the Association in the repair of damage to Common Property for which the Owner or an Owner's invitee was allegedly responsible. A Reimbursement Assessment may not be treated as an Assessment which may become a lien against the Owner's Lot enforceable by a sale of the interest in accordance with the provisions of Section 2924, 2924(b) and 2924(c) of the California Civil Code.

(c) Special Assessment. The term "Special Assessment" shall mean and refer to a charge against each Owner and their Condominium, representing a portion of the cost to the Association for installation, construction, reconstruction, maintenance, repair, replacement or restoration of any capital improvements on any of the Association Property or representing any expense incurred or to be incurred in accordance with the Governing Documents which the Association may from time to time authorize pursuant to the provisions of this Declaration for which Regular Assessments are or will be inadequate to fund.

SECTION 4. ASSOCIATION. The term "Association" shall mean and refer to Upland Central Maintenance Corporation, a nonprofit mutual benefit corporation, its successors and assigns.

SECTION 5. ASSOCIATION EASEMENT AREA. The term "Association Easement Area" shall mean and refer to certain areas lying outside the boundary of the Properties, as depicted on **EXHIBIT MRA** attached hereto, which have been conditioned by the City (or other public entity) or by separate agreement for the Association to maintain. Association Easement Area may include landscaping, irrigation and drainage facilities located on adjacent Properties or on property dedicated to the City (or other public entity), which dedicated property may or may not be accepted by the City (or other public entity) for maintenance in the future. All portions of the Association Easement Area shall be maintained by the Association in the same manner as the Association Property until the City (or other public entity) no longer requires the Association to maintain all or any portion of the Association

Easement Area. At such time, the Association shall be relieved of all rights, duties, services or other obligations associated with such Association Easement Area and all costs associated therewith shall automatically be removed from the Regular Assessments without further action from the membership. The provisions governing Common Property as set forth in the Governing Documents shall also apply to Association Easement Areas where the text permits, whether or not specifically stated.

SECTION 6. ASSOCIATION PROPERTY. The term "Association Property" shall mean and refer to all real property and the Improvements thereon owned in fee by the Association or over which the Association has an easement for the use, care, maintenance or other purposes for the common use, benefit and enjoyment of all Members, as provided herein. The Association Property located within Phase 1 of the Properties is depicted on the Condominium Plan for Phase 1 of the Properties. The Association Property is "common area" as defined in Section 4095 of the California Civil Code. The Association Property shall be conveyed to the Association prior to or concurrently with the conveyance of the first Unit in the Project. Portions of the Association Property may be annexed separately or as part of a subsequent Phase and shall be designated as Association Property in any Supplemental Declaration recorded in the Office of the County Recorder. Unless otherwise approved by the Association membership, the Association shall be required to maintain the Association Property as has been included in the Budget for the Association as reviewed by the Bureau of Real Estate in connection with the issuance of a Final Subdivision Public Report for the Properties.

SECTION 7. ASSOCIATION RECORDS. The term "Association Records" shall mean and refer to Association financial documents or statements, the Budget, meeting minutes and other documents set forth by California Civil Code Section 5200.

SECTION 8. ASSOCIATION RULES. The term "Association Rules" shall mean and refer to rules and regulations adopted, amended and repealed from time to time by the Board.

SECTION 9. BEST MANAGEMENT PRACTICES. The term "Best Management Practices" or "BMPs" shall mean and refer to the criteria established by the City and/or County to provide appropriate stormwater pollution control related to the Project's structural and non-structural facilities in compliance with the National Pollutant Discharge Elimination System.

SECTION 10. BOARD OF DIRECTORS. The term "Board of Directors" or "Board" shall mean and refer to the duly elected Board of Directors of the Association.

SECTION 11. BUDGET. The term "Budget" shall mean a pro forma operating budget prepared by the Board pursuant to the requirements of Section 4076 of the California Civil Code.

SECTION 12. BUREAU OF REAL ESTATE. The term "Bureau of Real Estate" or "Bureau of Real Estate" shall mean and refer to the California Bureau of Real Estate and any successor department or agency.

SECTION 13. BUYER'S NOTIFICATION. The term "Buyer's Notification" shall mean and refer to that certain notification containing various conditions in or around the Properties, a copy of which is attached hereto and incorporated herein by this reference as **EXHIBIT BN**. The Buyer's Notification is also on file with the City and the Association's management company shall also retain a copy of the Buyer's Notification. A copy of the Buyer's Notification shall be signed by each purchaser of a Condominium at the time of sale and a copy for the signed notification shall be provided to the Development Services Department. Any revisions to the Buyer's Notification shall be approved by the City and provided to the Association's management company for distribution to a purchaser upon sale of a Condominium, provided, however, any such amendment to the Buyer's Notification shall not require any further amendment to this Declaration.

SECTION 14. BYLAWS. The term "Bylaws" shall mean and refer to the Bylaws of the Association.

SECTION 15. CITY. The term "City" shall mean and refer to the City of Upland, a municipal corporation of the State of California.

SECTION 16. CLOSE OF ESCROW. The term "Close of Escrow" shall mean and refer to the date on which a deed conveying a Unit pursuant to a transaction requiring the issuance of Public Report is recorded.

SECTION 17. COMMON AREA. The term "Common Area" shall mean and refer to the entire Phase of the Common Interest Development, except the Units, the Association Property and portion designated Remainder Portion, the boundaries of which are described and depicted on a Condominium Plan for a Phase of the Properties which shall be owned by Owners in a Phase as tenants in common. Additional Common Area may also be included in a subsequent Phase to the Project pursuant to the Article of this Declaration entitled "ANNEXATION."

SECTION 18. COMMON INTEREST DEVELOPMENT ACT. The term "Common Interest Development Act", "Davis-Stirling Common Interest Development Act" or "CID Act" shall mean and refer to Part 5 (commencing with Section 4000) of Division 4 of the California Civil Code.

SECTION 19. COMMON PROPERTY. The term "Common Property" shall mean and refer to the Common Area and/or the Association Property, as applicable.

SECTION 20. CONDOMINIUM. The term "Condominium" shall mean and refer to an estate in real property as defined in California Civil Code Section 4125 and shall consist of an undivided interest as tenant-in-common in the Common Area coupled with a separate interest in space called a Unit, the boundaries of which are described on a Condominium Plan and any easements appurtenant thereto.

SECTION 21. CONDOMINIUM BUILDING. The term "Condominium Building" shall mean and refer to a separate building containing one or more Units.

SECTION 22. CONDOMINIUM PLAN. The term "Condominium Plan" shall mean and refer to the Condominium Plan to be recorded for each Phase of the Project, consisting of (a) a description or survey map of a condominium project which shall refer to or show monumentation on the ground, (b) a three-dimensional description of a condominium project, one or more dimensions which may extend for indefinite distance upwards or downwards with sufficient detail to identify the Common Area, the Association Property and each separate interest, and (c) a certificate consenting to the recordation of the Condominium Plan pursuant to the Davis-Stirling Common Interest Development Act and acknowledged by the record owner of fee title to the property included in the condominium project. This certificate shall also be signed and acknowledged by the Trustee or beneficiary of each recorded Deed of Trust and the Mortgagee of each recorded Mortgage encumbering the property.

SECTION 23. COUNTY. The term "County" shall mean and refer to the County of San Bernardino, California.

SECTION 24. DECLARANT. The term "Declarant" shall mean and refer to Upland Central, LLC, a California limited liability company and its successors and assigns including the successors and assigns of Upland Central, LLC, a California limited liability company with respect to any property which may be annexed to this Declaration pursuant to the Article of this Declaration entitled "ANNEXATION". As used in this Section, "successor" means an entity who acquires Declarant or substantially all of its assets, or who merges with Declarant, by sale, merger, reverse merger, consolidation, sale of membership interests or assets, operation of law or otherwise. Declarant may also include any entity to which Declarant shall have assigned any of its rights as Declarant hereunder by express written assignment. Any such assignment may include some or all of the rights of the Declarant and may be subject to such limits as Declarant may impose in its sole discretion.

SECTION 25. DECLARATION. The term "covenants" and/or "Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration, as amended or supplemented.

SECTION 26. DESIGN REVIEW COMMITTEE. The term "Design Review Committee" or "Committee" shall mean and refer to the Design Review Committee created pursuant to the Article of this Declaration entitled "DESIGN REVIEW CONTROL."

SECTION 27. DESIGN REVIEW STANDARDS. The term "Design Review Standards" shall mean and refer to the guidelines created by the Design Review Committee to govern design standards, criteria, procedures, rules and instructions adopted or to be adopted by the Design Review Committee, as such Design Review Standards may be amended or supplemented from time to time pursuant to the Article of this Declaration entitled "DESIGN REVIEW CONTROL." Design Review Standards also include criteria established by the local jurisdiction (City) for the purpose of uniformly enhancing and protecting the attractiveness and desirability of the Project. The Design Review Standards shall comply with the provisions of Civil Code Section 4765 for reviewing, approving and disapproving proposed changes to the Project.

SECTION 28. DISPUTE RESOLUTION DECLARATION. The term "Dispute Resolution Declaration" shall mean and refer to that certain declaration establishing dispute resolution procedures recorded against all or a portion of the Properties, as amended or supplemented, setting forth provisions for alternative dispute resolution procedures to which and by which such disputes and claims shall first be submitted and resolved if and to the extent permitted by applicable law, which provisions include and are not limited in their application to construction related disputes described in Title 7 (commencing with Section 895) of Division 2 of Part 2 of the California Civil Code.

SECTION 29. EXCLUSIVE USE PROPERTY. The term "Exclusive Use Property" shall mean and refer to those portions of the Association Property which are designated by this Declaration or the Condominium Plan for the exclusive use of one (1) or more but fewer than all the Owners of the Units, in accordance with California Civil Code Section 4145, and which are or will be appurtenant to the Unit. The Exclusive Use Property is identified on the Condominium Plan as follows:

(a) "Deck" shall be that certain portion of the Association Property designated for use by some Units as a deck, the exclusive use of which area shall be reserved to the Owner of a particular Unit, and shall be identified on the Condominium Plan by a Unit number and the letter designation "D."

(b) "Patio" shall be that certain portion of the Association Property designated for use by some Units as a patio, the exclusive use of which area shall be reserved to the Owner of a particular Unit, and shall be identified on the Condominium Plan by a Unit number and the letter designation "P."

SECTION 30. FEDERAL AGENCIES. The term "Federal Agencies" shall mean and refer to one or more of the following agencies to the extent that any such agency is a Mortgagee, owner, insurer or guarantor of a Mortgage within the Project, and the following letter designations for such agencies shall mean and refer to, respectively, the agency specified within the parentheses following such letter designation: FHA (Federal Housing Administration of the United States Department of Housing and Urban Development); FHFA (Federal Housing Finance Agency); FHLMC (Federal Home Loan Mortgage Corporation); FNMA (Federal National Mortgage Association); GNMA (Government National Mortgage Association); and VA (Department of Veterans Affairs); and any department or agency that succeeds such agency as a Mortgagee, owner, insurer or guarantor of a Mortgage within the Project.

SECTION 31. FINAL SUBDIVISION PUBLIC REPORT. The term "Final Subdivision Public Report" or "Public Report" shall mean and refer to the report issued by the Bureau of Real Estate pursuant to Section 11018.2 of the California Business and Professions Code.

SECTION 32. FIRE AUTHORITY. The term "Fire Authority" shall mean and refer to the City of Upland Fire Department or any other agency having similar jurisdiction over the Project.

SECTION 33. GOVERNING DOCUMENTS. The term "Governing Documents" shall mean and refer to the Articles of Incorporation and Bylaws for the Association, this Declaration, any Supplemental Declarations, the Design Review Standards and Association Rules, if any, Maintenance Manual, and any amendments to the foregoing.

SECTION 34. IMPROVEMENT. The term "Improvement" shall mean and refer to any structure or appurtenance thereto of every type and kind installed or erected on the Project or any installation, alteration or modification (which shall include change of material, exterior appearance, color or texture) removal or replacement thereof, including but not limited to buildings, walkways, stairs, sprinkler pipes, garages, room additions, patio covers, room partitions, fences, screens, screening walls, skylights, window tinting, retaining walls, stairs, decks, landscaping, antennas, hedges, windbreaks, plantings, potted plants, exterior tiling or carpeting, utility facilities, poles, signs, exterior air conditioning and water softening fixtures or equipment (if permissible under applicable laws), and any additions or alterations to a Unit which causes penetrations beyond the unfinished surfaces of the walls, ceilings or surface flooring of a Unit or impacts or effects in any manner any Association Property within the Project.

SECTION 35. INVITEE. The term "Invitee" shall mean and refer to any person whose presence within the Project is approved by or is at the request of the Association or a particular Owner, including, but not limited to, lessees, tenants, and the family members, guests, employees, licensees or invitees of Owners, tenants or lessees.

SECTION 36. MAINTENANCE MANUAL. The term "Maintenance Manual" shall mean and refer to any written maintenance guidelines, schedules and/or manuals which may be prepared by the Declarant or its agents and provided to the Association and to each initial Owner, specifying obligations for maintenance of the Common Property by the Association and the Units by the Owners, including but not limited to preventative maintenance information, manufactured products' maintenance and limited warranty information, fit and finish warranty or other contractual warranties, as may be updated and amended from time to time.

SECTION 37. MEMBER. The term "Member" shall mean and refer to each person entitled to membership in the Association as provided in this Declaration and in the Association's Articles of Incorporation and Bylaws.

SECTION 38. MORTGAGE OR MORTGAGEE. The terms "Mortgage" and "Mortgagee" shall mean and refer to respectively any duly recorded and valid mortgage or deed of trust encumbering a Condominium and the holder of the mortgagee's or beneficiary's interest under any such Mortgage. The term "**First Mortgage**" and "**First Mortgagee**" shall mean and refer respectively to a Mortgage which has priority over all other Mortgages encumbering a specific Condominium and the holder of any such First Mortgage. The term "First Mortgagee" shall also include the insurer or guarantor of a First Mortgage, if applicable.

SECTION 39. OWNER. The term "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, who are alone or collectively the record Owner of a fee simple title to a Condominium, including Declarant, but excluding those having such interest merely as security for the performance of an obligation. If a Condominium has been sold under a land sale contract in which the State of California is the vendor, then the vendee shall be deemed to be the Owner of such Condominium. If a Condominium is leased by Declarant for a term in excess of ten (10) years, and the lease or memorandum thereof is recorded, the lessee or transferee of the leasehold interest, and not the Declarant, shall be deemed to be the Owner. If fee title to a Condominium is owned other than by Declarant, the Owner of the fee title and not the lessee of such Condominium shall be deemed the Owner regardless of the term of the lease.

SECTION 40. PHASE. The term "Phase", "Phase of the Project" or "Phase of the Properties" shall mean and refer to the real property identified by this Declaration, being the Phase 1 of the Properties, and each additional increment of the Properties as shall be identified on a Supplemental Declaration to be recorded pursuant to the terms of the Article of this Declaration entitled "ANNEXATION," and/or a portion of the Properties which has been designated as a separate phase in a Final Subdivision Public Report as issued by the Bureau of Real Estate.

SECTION 41. PROJECT. The term "Project" shall mean and refer to the real property and all Improvements located on that certain real property referred to in Recital A above as well as real property and the Improvements thereon which are annexed to this Declaration pursuant to the provisions of the Article of this Declaration entitled "ANNEXATION." The term Project shall also include the term Properties where the context in which it is used has the same meaning.

SECTION 42. PROJECT WALLS. The term "Project Walls" shall mean and refer to those certain walls or fences, to the extent accessible, (a) that are constructed on a tract boundary including, but not limited to the wall along the eastern boundary of the Properties; (b) that are constructed entirely within Association Property, or (c) that are designated as a Project Wall by Declarant in this Declaration. Project Walls are depicted on **EXHIBIT MRA** attached hereto and incorporated herein by this reference. The Association shall have a nonexclusive easement as may be necessary for maintenance of the Project Walls as hereinafter provided. Additional Project Walls may be added with a subsequent Phase to the Project pursuant to a Supplemental Declaration. Unless otherwise approved by the Association membership, the Association shall be required to maintain such portions of the Project Walls as described herein.

SECTION 43. PROPERTIES. The term "Properties" or "Property" shall mean and refer to that certain real property described in Recital A of this Declaration. The term "Properties" shall also include all real property which is annexed to this Declaration pursuant to the provisions of the Article of this Declaration entitled "ANNEXATION."

SECTION 44. PUBLIC AGENCIES. The term "Public Agencies" or "Public Agency" shall mean and refer individually and/or collectively to any of Federal, State, County, City or local governing agency having jurisdiction over all or any portion of the Properties.

SECTION 45. REMAINDER PORTION. The term "Remainder Portion" shall mean and refer to that certain portion of the Lot 1 as shown on the Map as further shown and described on a Condominium Plan for each Phase of the Properties as "Remainder Portion" or "Remainder Portion for Future Phases." The horizontal and vertical boundaries of each Remainder Portion are as shown and described on the Condominium Plan which includes the space encompassed within its boundaries. A Remainder Portion may, but is not required to, be further subdivided into Association Property, Common Area, Units or an additional Remainder Portion.

SECTION 46. SIGN PROGRAM. The term "Sign Program" shall mean and refer to the signage plan for the Workspace within the Condominium as approved by the City and as may be amended from time to time.

SECTION 47. SUPPLEMENTAL DECLARATION. The term "Supplemental Declaration" shall mean and refer to an instrument recorded against all or a portion of the Properties in order to supplement, modify, or clarify conditions, covenants, restrictions or easements established under this Declaration. A Supplemental Declaration may affect one or more Condominium Units and Association Property. A Supplemental Declaration may record pursuant to the Article of this Declaration entitled "AMENDMENT AND TERM" or may record to annex additional real property to the coverage of the Declaration pursuant to the Article of this Declaration entitled "ANNEXATION."

SECTION 48. TITLE 7. The term "Title 7" shall mean and refer to Title 7 (commencing with Section 895) of Division 2 of Part 2 of the California Civil Code.

SECTION 49. UNIT. The term "Unit" shall mean and refer to a separate interest in space as defined in California Civil Code Sections 4125 and 4185(a)(2). Each of the Units shall be a separate freehold estate as separately shown, numbered and designated on the Condominium Plan. A Unit consists of all those separate interests in space shown and identified on the Condominium Plan as being part of such Unit. In interpreting deeds, this Declaration and the Condominium Plan, the actual boundaries of each Unit shall be deemed to extend to the interior unfinished surfaces of the walls, floors, and ceilings encompassing the living element of the Unit, as constructed or reconstructed in substantial accordance with the original plans for the Unit. The foregoing interpretation shall apply notwithstanding any description expressed in the deed, the Condominium Plan or the Declaration, regardless of settling or lateral movements of Improvements, and regardless of minor variances between Unit boundaries shown in the Condominium Plan or deed and those of the Improvement. Unit boundaries shall be interpreted in accordance with California Civil Code Section 4220 and/or any successor statute.

"Separate Interest in Space" (sometimes referred to herein as "Separate Interest") shall mean and refer to the following air spaces of a Unit:

(a) Living Element shall mean and refer to that portion of the Unit designated for use as a residence and shall be identified on the Condominium Plan by Unit number and shall consist of the interior of each Living Air Space.

(b) Garage Element shall mean and refer to that portion of a Unit designated for use as a garage and shall be identified on the Condominium Plan by a Unit number and the letter designation "G."

(c) Workspace shall mean and refer to that portion of a Unit designated for use as commercial space and shall be identified on the Condominium Plan by a Unit number and the letter designation "WS."

SECTION 50. WORKSPACE. The term "Workspace" shall mean and refer to the first floor portion of the Unit as depicted on the Condominium Plan.

SECTION 51. WORKSPACE PERMITTED USES. The term "Workspace Permitted Uses" shall mean and refer to allowable uses and operation of the Workspace as set forth in the this Declaration, the Upland Municipal Code, as may be amended from time to time, and in compliance with all state and local requirements. Workspace Permitted Uses in effect at the time of recording this Declaration are generally described in **EXHIBIT WPU** attached hereto. Changes to the Municipal Code and as well as other ordinances, rules or laws which may be enforced by a governing agency having jurisdiction over such use supersede **EXHIBIT WPU** to the extent of any conflict and, in the event of any such conflict shall not require any further amendment to this Declaration. Prospective purchasers or tenants shall review **EXHIBIT WPU**, the Municipal Code and all applicable ordinances, rules or laws which may be enforced by a governing agency having jurisdiction over such use, for the allowable uses, associated safety and other requirements prior to purchasing or occupying a Unit.

ARTICLE II

CREATION OF CONDOMINIUMS

SECTION 1. OWNERSHIP OF CONDOMINIUMS. Title to each Condominium in the Project shall be conveyed in fee to an Owner. Ownership of each Condominium within the Project shall include (a) a Unit, (b) an undivided interest in the Common Area, (c) a membership in the Association, (d) any exclusive or non-exclusive easement or easements appurtenant to such Condominium over the Association Property as described in this Declaration, the Condominium Plan, or the deed to the Condominium. The Owners shall have a non-exclusive easement for ingress and egress over the Association Property, subject to any exclusive easements or other easements of record, any rights reserved by Declarant under this Declaration and rights assigned or granted in this Declaration.

SECTION 2. INTEREST IN COMMON AREA. The ownership of each Unit shall include an equal undivided interest as tenant in common in the Common Area of the Phase of the Project. Each Owner covenants and agrees that the equal undivided interests in the Common Area of the Phase of the Project and the fee titles in and to the respective Units conveyed therewith shall not be separated or separately conveyed, and each such undivided interest in the Common Area of the Phase of the Project shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title and to the Unit. Each Owner's equal undivided interest in the Common Area of the Phase of the Project may not be diminished or changed.

ARTICLE III
USE RESTRICTIONS

SECTION 1. ADDRESS IDENTIFICATION NUMBERS. Permanent, illuminated street numbers shall be provided pursuant to criteria established by the Fire Authority and/or City, visible from either direction of approach and shall not be hidden from view by trees, shrubs, bushes, etc., and other obstructions. Address numbers shall be Arabic numerals or alphabetical letters. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch and shall be internally illuminated by means of a low voltage power source during the hours of darkness.

SECTION 2. AUTHORIZED USE.

(a) Occupancy. Work on the premises of the Condominium shall be limited to Owners, tenants or lessees who live in the Condominium. The Owner and/or tenant or lessee of a Condominium shall notify the City of any change in use or occupancy of the Workspace. Any change of use or occupancy of the Workspace shall comply with the Workspace Permitted Uses.

(b) Workspace Use. The Workspace in the Condominiums shall not be rented or sold separately from the Condominium. Furthermore, any modification, alteration, or addition that will result in the Workspace of a Unit from being unusable for a commercial use is strictly prohibited. Any addition or alteration of structures, modification of floor areas dedicated to Workspace or any subsequent change in the Condominium after it is originally constructed by Declarant shall require review and approval by the Design Review Committee approval by the City, administrative clearance or conditional use permit, depending on the nature and scope of change being sought. Unless otherwise approved by the City, all uses shall qualify for Group B occupancy as provided in the 2013 Edition of the California Building Code. In no event shall the Workspace of an individual Condominium exceed twenty five percent (25%) of the total Condominium square footage. In addition, the Workspace within the Project shall not exceed twenty five percent (25%) of the total square footage within the Project. The Workspace shall be subordinate to the Condominiums' residential use and character.

(c) Residential Space of the Condominium. The primary use of the Residential Space in the Condominium shall be for residential purposes. Each Owner of a Condominium shall be prohibited from converting the Garage Space into a Residential space or a Workspace.

(d) Commercial Signs. An Owner of a Condominium may display reasonable commercial signs in accordance with the Sign Program that shall be adopted by either Declarant or, subsequently, the Board. Each sign must comply with the Municipal Code and the Sign Program for the Project. Any exterior signs must be approved by the Design Review Committee prior to installation.

(e) Permitted Uses. Condominiums shall comply with all applicable development standards set forth in the Municipal Code including, but not limited to, compliance with any requirements of the City Building, Fire, Community Development Policy and Public Works departments, restrictions on off-street loading and parking. *EXHIBIT WPU* outlines the Workspace Permitted Uses. Prohibited uses are also listed in the table. Those uses not specifically listed in the table are subject to the review and approval of the City and possibly other jurisdictions having authority over the Property. No proposed use shall be designed or operated so as to expose residents to obnoxious odors, noise, dust, electrical interference or vibrations.

(f) Business Licenses. Each Owner of a Condominium shall be responsible to determine whether the commercial use to be conducted within the Workspace shall require a business license from the City. Requirements for business licenses are set forth in the City Municipal Code. If a

business license is required for the commercial use, the Owner of the Condominium shall be responsible to comply with all procedures for obtaining a business license from the City including, without limitation, any applications, filings, payment of fees or other requirements related to business license issuance by the City.

(g) Applications Subject To Approval By Association. Prior to making any application with the City for any permit and/or business license related to the commercial use in the Workspace of the Condominium, each Owner shall obtain approval from the Board for such commercial use. Upon approval, the Board shall provide such Owner with a written statement of approval, citing any conditions of use, which shall accompany Owner's application for such permit and/or business license, as applicable, with the City. The Board may review the following conditions prior to granting Board approval, including but not limited to, the exact nature or kind of business, profession, occupation or enterprise for which the approval is requested, hours of operation of the business, number of employees, vehicles and parking conditions, deliveries dispatched or received and any use of mechanical equipment, motors or other uses which may generate noise. Furthermore, any commercial use of the Workspace must comply with the requirements of this Declaration and shall not be used for any purpose or in any manner that shall cause any adjustment in insurance coverages or insurance premiums to any insurance policy maintained by the Association. The Board shall also have the power to adopt, amend, and repeal such rules and regulations, as it deems reasonable for review of any occupation, business or commercial use within the Workspace of a Condominium, which may include a procedure for review by the Board and the establishment of a system of fines and penalties for violations by Owners of the Condominiums.

(h) Copies of Approvals. Once the City has received and reviewed all required information and applications related to the proposed commercial use within a Condominium, administrative approval, conditional approval or denial of the commercial use of the Condominiums shall be provided to the Owner of such Condominium. Approvals of commercial uses may not be transferred between Condominiums.

(i) Amendment of this Section. The provisions set forth in this Section may not be amended unless prior written approval is obtained from the City.

SECTION 3. ANIMALS. No insects or animals of any kind shall be raised, bred or kept on the Project except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained, for any commercial purpose, nor in violation of any other provision of this Declaration and such limitations as may be set forth in the Association Rules. As used in this Section, "reasonable number" shall ordinarily mean two (2) pets per household, provided, however, that the Association (or the Design Review Committee or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less, as may be set forth in the Association Rules. The Association, acting through the Board of Directors, shall have the right to prohibit maintenance of any animal maintained on any Condominium in the Project which constitutes, in the opinion of the Board, a nuisance to Owners of Condominiums within the Project. Animals belonging to Owners, occupants or their Invitees within the Project must be either kept within an enclosure or an enclosed yard capable of containing the animal, or on a leash or bridle being held by a person capable of controlling the animal. Furthermore, any Owner or their Invitee shall be absolutely liable to each and all remaining Owners, their Invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Project by an Owner or an Invitee; and it shall be the absolute duty and responsibility of each such Owner or Invitee to clean up after such animals which have used any portion of the Project. Any Owner (including such Owner's Invitees) who maintains any pet, animal, reptile, livestock or other living creature of any kind, within the Project, whether in compliance with this Declaration and the Association Rules or otherwise, shall indemnify, defend and hold the Association harmless from and against any damages, claims, causes of action or losses of any kind or nature, including reasonable attorney's fees and costs, incurred by the Association as a result of any alleged damage or injury caused by such living creature to the Association, to the Association Property, to the Common Area, or to the Members, their family, guests or Invitees, or their property. In no event shall any insect or animal be kept in violation of the Upland Municipal Code animal control regulations.

SECTION 4. ANTENNAS AND SATELLITE DISHES. Owners are prohibited from installing any antennae outside of or on the exterior of a Unit for any purpose, except for an "**Authorized Antenna**," which may be installed in accordance with the Design Review Standards and the Association Rules. An Authorized Antenna means exterior radio antenna, C.B. antenna, television antenna, microwave or satellite dish, aerial or other antenna of any type that have a diameter or diagonal measurement allowed by California and federal laws. The Association may prohibit the installation of an Authorized Antenna if the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of managers, agents or employees of the Association and other Owners, or for any other safety related reason established by the Association. The Association may also (A) prohibit an Owner from installing an Authorized Antenna on property which such Owner does not own or is not entitled to exclusively use or control under the Governing Documents, or (B) allow an Owner to install an antenna other than an Authorized Antenna subject to the Design Review Standards and review by the Design Review Committee. Notwithstanding any provision hereof, this Section shall be interpreted to comply with state and federal laws applicable to antennas in effect at the time of enforcement of this Section. In that regard, this Section shall not be interpreted or enforced in a manner which would (i) unreasonably delay or prevent installation, maintenance or use of such Authorized Antenna, (ii) unreasonably increase the cost of installation, maintenance or use, or (iii) preclude reception of an acceptable quality signal.

SECTION 5. BUSINESS OR COMMERCIAL USE. With the exception of the business and/or commercial purposes in accordance with the provisions of this Declaration, no part of the Project shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes; except Declarant, its successors or assigns, may use any portion of the Project for a model home site, and display and sales office during the construction and sales period. The provisions of this Section shall not preclude professional and administrative occupations as long as such occupations are in conformance with all applicable governmental ordinances and are merely incidental to the use of the Condominium as a residential home, and the business is operated by the Owner of the Condominium whose principal residence is the Condominium, by a tenant whose principal residence is the Condominium or by a member of such Owner's or tenant's family whose principal residence is the Condominium.

SECTION 6. COMPLIANCE WITH MAINTENANCE MANUAL. By accepting a deed to a Unit, each Owner acknowledges and agrees that each Owner is required to comply with all of the maintenance obligations and schedules set forth in the Maintenance Manual, and each Owner is further obligated to provide a copy of such Maintenance Manual to any successor purchaser of such Owner's Unit. The Association shall comply with all of the maintenance obligations and schedules set forth in the Maintenance Manual provided the Association.

SECTION 7. CONDUCT IN CONDOMINIUMS AND ASSOCIATION PROPERTY. No Condominium or the Association Property shall be occupied or used for any purpose or in any manner which shall cause either to be uninsurable against loss by fire or the perils of the extended coverage endorsement of the California Standard Fire Policy form, or cause any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal thereof. No Condominium shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Condominiums or annoy them by unreasonable noises or otherwise, nor shall any nuisance be committed or permitted to occur in any Condominium.

SECTION 8. DRILLING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface or any portion of the Properties or within five hundred feet (500') below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any portion of the Properties.

SECTION 9. FIRE PROTECTION SYSTEMS. Each Unit and any additions or modifications thereto shall conform to the requirements of the Fire Authority, which may include, but shall not be limited to protection by an automatic, fire sprinkler system, warning system and carbon-monoxide and smoke detectors ("**Safety Systems**") in a manner meeting the approval of the Fire Authority. No Owner shall remove, disable, alter or otherwise modify any portion of the Safety Systems in such Owner's Unit or appurtenant structures which would alter its functionability. Care should be taken not to alter or damage the Safety Systems which could cause the Safety Systems to malfunction which includes, but shall not be limited to, penetration of any wall or ceiling that would jeopardize the integrity of the fire sprinkler system or allowing anyone other than an authorized professional to perform any work on the fire sprinkler system. Maintenance of the fire sprinkler system, including sprinkler heads which protrude into the Unit airspace, is the obligation of the Association. Each Owner acknowledges that substantial damage to other Condominiums and/or Association Property may occur as a result of a violation of this restriction.

SECTION 10. INSTALLATIONS.

(a) Generally. This Section does not apply to Improvements installed by Declarant.

(b) Window Coverings. Except for those window coverings that may be installed by the Declarant, all window coverings shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Condominium. Unless otherwise provided in the Design Review Guidelines, window tinting and window coverings shall be subject to the approval of the Board/Design Review Committee. Curtains, drapes, shutters or blinds shall be installed as window covers within one hundred eighty (180) days from the Close of Escrow of the Owner's Unit. No window shall be covered with aluminum foil, sheets, newspapers or similar material not intended or designed for use as a window cover, however, white sheets may be used to cover windows temporarily until the permanent window covers are installed as set forth herein.

(c) Hard Surface Floors. No hard surface floor coverings, which include, but shall not be limited to wood, ceramic tile, some linoleum products or marble or other stone products, may be installed in any upper story of a Unit without prior approval of the Design Review Committee based on the requirements recommended by an acoustical engineer.

(d) Outside Drying and Laundering. No exterior clothesline shall be erected or maintained or hung on Decks or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Property or Association Property which shall be visible from any other area within or outside of the Properties.

(e) Exclusive Use Property. Unless approved by the Design Review Committee, the following items are prohibited within Exclusive Use Property: (a) outside installations which include but may not be limited to, air conditioning equipment (except as installed by Declarant), water softeners, outdoor lighting, outdoor speakers, (b) Improvements to exterior railings, and (c) other exterior additions or alterations to any Unit. Improvements including, without limitation, plants, fountains and other landscaping features within the Exclusive Use Property shall be subject to the Design Review Standards and any Improvements within such areas shall require the approval of the Design Review Committee. Unless installed by Declarant or subsequently approved by the Design Review Committee, Improvements shall not be permitted to extend beyond the boundaries of the Exclusive Use Property. No Owner shall change or alter the surface of any Exclusive Use Property. Exterior Exclusive Use Property shall be used only as outdoor living areas containing patio furniture and other similar outdoor furnishings which comply with the standards governing the appearance of such items as set forth in the Association Rules. Said furnishings shall be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Property. No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Property subject to the restrictions in this Declaration and the Association Rules. No wind chimes are permitted on any exterior Exclusive Use Property. Any plants placed on Exclusive Use Property must, to the extent required under

the Association Rules, be approved by the Design Review Committee, must have sufficiently large receptacles to contain all drainage from such plants and must not be allowed to collect condensation or moisture between the receptacles and the floor of the Exclusive Use Property. Each Owner acknowledges that, notwithstanding anything to the contrary set forth in this Declaration, the Association shall have the right to enter onto such Exclusive Use Property to perform its maintenance and other obligations under this Declaration. No Owner shall use any exterior area of an Exclusive Use Property for storage purposes, including, without limitation, the storage the storage of sports equipment, which is visible from any other area within or outside of the Properties.

(f) Barbeques/Exterior Fire. Subject to any governmental requirements, the Design Review Standards and/or the Association Rules, there shall be no exterior fires whatsoever except fires contained within authorized receptacles and/or structures designed and placed in such a manner that they do not create a fire hazard. No charcoal or wood-burning apparatuses shall be allowed within the Exclusive Use Property or any other portion of the Project.

SECTION 11. INTERIOR OF UNITS.

(a) Improvements by Owner. Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Unit, and the surfaces of the bearing walls and partitions located within the Unit, subject to the Owner complying with any restrictions or limitations set forth in the Governing Documents. Certain Units may have an adjoining fireplace structure, built as part of the original construction, which may or may not be delineated on the Condominium Plan. The Owner of each such Unit shall have the exclusive use of the space bounded by and contained within the interior surfaces of the fire box of the fireplace structure which opens into their Unit.

(b) Weight Limitations. No object shall be placed on the upper stories which has a load ratio greater than as allowed per the Uniform Building Code unless, under the supervision of a structural engineer, provisions have been made to support said object and the Owner has provided the Board with adequate proof that such provisions have been made. Said objects may include, but shall not be limited to, pool tables, aquariums, pianos and waterbeds. Provisions have been made by the Declarant in designated areas for standard size appliances. Each Owner acknowledges that substantial damage to other Units and/or Association Property may occur as a result of a violation of this restriction.

(c) Restriction on Alteration of Shared Walls. Walls between the Units (including the attic area) have been constructed to certain standards to reduce sound transmission and to function as a fire wall. No Owner shall in any way breach the shared wall by attaching anything to the wall or causing any damage to the wall which would diminish its sound or fire resistant qualities.

SECTION 12. LEASING OF UNITS. Any agreement for the leasing or rental of a Unit (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of the Governing Documents and any applicable agreement between the Association and any of the Federal Agencies. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease, regardless of whether it so provides in the lease. Any Owner who shall lease their Unit shall be responsible for assuring compliance by such Owner's lessee with the Governing Documents. If any Lessee breaches any provision of the Governing Documents the Owner, upon demand by the Association, immediately shall take actions as may be necessary to correct the breach. All leases shall be in writing. The Owner of said leased or rented Unit has the duty and obligation to furnish the Board with the name or names and contact information of the individuals currently leasing or renting said Unit and to maintain with the Association a record of the current mailing address of said Owner. No Unit shall be leased for any period less than thirty (30) days or any rental whatsoever if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service. Other than the foregoing, there shall be no restriction on the right of any Owner to lease their Condominium. Condominiums encumbered by Federal Agency

loans are exempt from the that portion of any renting and leasing restrictions in this Declaration that does not comply with such Federal Agency's requirements.

SECTION 13. NO OBSTRUCTION OF THE COMMON PROPERTY. There shall be no obstruction of the Common Property nor shall anything be stored in the Common Property without the prior written consent of the Board except as hereinafter expressly provided. Nothing shall be altered or constructed in or removed from the Common Property, except upon the written consent of the Board.

SECTION 14. NO PARTITION. The Association Property shall remain undivided and no Owner shall bring any action for partition, except as otherwise hereinafter provided, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project.

SECTION 15. PARKING AND VEHICULAR RESTRICTIONS. Vehicles shall not be parked anywhere in the Project except in compliance with the provisions of this Section.

(a) **Prohibited & Authorized Vehicles.** No Owner shall park, store or keep any vehicle, except wholly within a designated vehicle parking area. No Owner shall store or keep within any Condominium or street (public or private) within the Project any large commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck), any recreational vehicle (including, but not limited to, any camper unit or motor home), any bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, inoperable vehicle or any other similar vehicle or any vehicular equipment, mobile or otherwise deemed to be a nuisance by the Board ("**Prohibited Vehicles**"). The above excludes standard passenger vehicles, standard trucks, standard trucks with racks, motorcycles, small camper trucks and similar vehicles when used for everyday-type transportation ("**Authorized Vehicles**"), subject to approval by the Board. No Owner shall conduct maintenance, repairs or restoration of any Authorized Vehicle upon any portion of any Unit or upon the Association Property, except wholly within the Owner's garage, provided, however, that such activity shall at no time be permitted if the Board determines that it constitutes a nuisance.

(b) **Fire Lanes.** Notwithstanding the foregoing, parking along the Common Property streets/drives in areas designated as Fire Lanes is prohibited at all times. Additionally, the Fire Authority approval shall be required for any modifications to the Common Property streets, such as speed bumps, control access gates or revisions to the parking plan within the Project. Blue reflective pavement markers indicating location of the fire hydrants shall be maintained by the Association in accordance with the Fire Authority standards.

(c) **Guest Parking.** No Owner or Resident shall store or park a vehicle in the guest parking spaces as depicted on **EXHIBIT MRA** to this Declaration.. Any guest parking spaces shall be available on a first-come, first-served basis to all guests, visitors, Invitees and for short-term temporary parking for Owners to accommodate delivery of items and/or moving in and out of the Condominium. Each Owner shall be responsible for assuring that their Invitees abide by the parking restrictions set forth in this Declaration, and any additional regulations established by the Association's Rules in accordance with the Section entitled "Association Rules" of the Article of this Declaration entitled "DUTIES AND POWERS OF THE ASSOCIATION."

(d) **Garages.** Each Owner shall maintain open space in the garage as the primary parking space for his or her vehicles. No parking space shall be used for non-parking activities if it will result in the resident using an open parking space instead of the garage. Garage doors shall remain closed except for reasonable periods while the garages are being used. Garages may not be converted to any other use unless approved by the Design Review Committee and the City.

(e) **Garage Doors.** All garages shall be equipped and maintained with roll-up garage doors and functioning garage door openers.

(f) Removal of Vehicles. In accordance with Section 22658 of the California Vehicle Code, the Association, through its officers, committees and agents, is empowered to establish Association Rules to enforce parking restrictions within the private streets, if any, as well as to enforce those parking limitations by all means lawful, including the removal of any violating vehicles by those so empowered. In addition, the appropriate local government authority is hereby authorized to impose and enforce all provisions of the applicable California Vehicle Code sections on any private streets contained within the Project.

SECTION 16. POLLUTANT CONTROL.

(a) NPDES Requirements. The Project is subject to all Federal, State and local requirements of the National Pollutant Discharge Elimination System ("**NPDES**") adopted pursuant to the Federal Clean Water Act. Pursuant to a NPDES General Permit adopted by the State Water Resources Control Board and the County NPDES Storm Water Permit Program, Drainage Area Management Plan ("**DAMP**"), a Water Quality Management Plan ("**WQMP**") has been adopted for the Project, a excerpts of which are attached as **EXHIBIT WQMP** and incorporated herein by this reference, which identifies certain Best Management Practices ("**BMP's**") to reduce the discharge of pollutants to storm water facilities, before, during and after construction on the Project is completed. The WQMP is on file with the City and the management company for the Association.

(b) BMP Guidelines. The Association and the Owners shall comply with all NPDES requirements and all applicable BMP's that apply to the Project. Best Management Practices for the Project are set forth in the WQMP. Upon transfer of ownership of the Association the Association shall assume full responsibility for maintenance of any structural, and/or source or treatment control BMPs and transferor shall thereafter be relieved of any further obligations or responsibilities related thereto.

(c) Pesticides and Fertilizers. Large scale use of herbicides, pesticides or fertilizers during landscape maintenance activities and installation of certain planting materials are prohibited unless applied by applicators licensed by the State of California.

(d) Hazardous or Toxic Waste. Nothing other than natural rain water may be discharged into the storm drains and storm drainage system located on private or public property. The National Pollutant Discharge Elimination System and Section 5650 of the California Fish and Wildlife Code prohibit, among other things, discharging anything other than natural rain water into storm drainage systems. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservative and other such fluids shall not be discharged into any street, public or private, or into storm drains or storm water conveyance systems. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, County and City) requirements as prescribed on their respective containers. All Owners within the Project are required to comply with such restrictions.

SECTION 17. RIGHTS OF DISABLED. Subject to the provisions of the Article of this Declaration entitled "DESIGN REVIEW CONTROL," each Owner shall have the right to modify their Unit, at such Owner's sole expense, in order to facilitate access to their Unit by persons who are blind, visually handicapped, deaf or physically disabled, or to alter conditions which could be hazardous to such persons in accordance with Section 4760 of the California Civil Code or any other applicable law or ordinance. In the event it is also necessary to modify a portion of the Association Property to facilitate access, Owner shall obtain prior written approval from the Design Review Committee, and the Owner shall be responsible for all costs associated with such modification; provided, however, such modification to the Association Property shall be removed and restored to its original design by the Owner, at Owner's sole expense, when the Unit is no longer occupied by persons requiring those modifications.

SECTION 18. ROOF MOUNTED EQUIPMENT. No appliances or installation on the exterior of the roofs of Condominium Buildings including, without limitation, solar energy system, roof-top turbine ventilators and air-conditioners, shall be permitted unless they are installed in such a manner that

they are visually screened from the view of the adjacent properties to the extent feasible and are sound buffered from adjacent rights of way and other residences. All roof mounted equipment, including but not limited to HVAC units, attic ventilators and solar energy system shall be architecturally treated in conformity with guidelines contained in the Design Review Standards and which have been approved by the Design Review Committee pursuant to the provisions of the Article entitled "DESIGN REVIEW CONTROL" of this Declaration, and as further regulated by the City or other Public Agencies, shall be permitted. The roof area is Association Property and as such the Association shall be responsible for performing all routine maintenance of all structural components of the roof area including, but not limited to, resurfacing the roof areas and for making all structural repairs to the roof area. With the exception of the provisions set forth in this Section, no Owner shall be permitted to access or interfere with the roof area, except as provided below in the Section entitled "Roof Easements" of the Article of this Declaration entitled "EASEMENTS AND OWNERS' RIGHTS OF ENJOYMENT."

SECTION 19. ROOF AND ASSOCIATION PROPERTY ACCESS RESTRICTIONS.

Owners and Invitees, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon (i) the roof of a Condominium Building, or (ii) any portion of the Association Property used by the Association for management, administrative, or other purposes without prior permission of the Association.

SECTION 20. RULES OF ASSOCIATION. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the Governing Documents, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief, or for any other remedy permitted by law or permitted by the terms of this Declaration.

SECTION 21. SIGNS. Subject to California Civil Code Sections 712, 713 and 4710, and Upland Municipal Code Chapter 17.20, no sign advertising device or other display of any kind shall be displayed in the Project or on any public street in or abutting the Project except for the following signs:

(a) Declarant and Association Signs. Signs (regardless of size or configuration) as may be used by Declarant in connection with the development of the Project and the sale, lease or other disposition of Units or entry monuments, Project identification signs and traffic or parking control signs maintained by the Association.

(b) For Sale and Lease Signs. Each Unit may have one (1) sign advertising the Unit for sale or lease that complies with the following requirements:

(1) Has reasonable design and dimensions (which shall not exceed eighteen (18) inches by thirty (30) inches in size) and does not adversely affect public safety, including traffic safety; and

(2) The sign is of a color, style and location authorized by the Design Review Committee.

(c) NonCommercial Signs. Each Unit may have a noncommercial sign, poster, flag or banner that complies with the following requirements:

(1) A noncommercial sign or poster may not be more than nine (9) square feet in size and a noncommercial flag or banner may not be more than fifteen (15) square feet in size.

(2) A noncommercial sign, poster, flag or banner 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.

(d) Other Signs. Each Unit may have such other signs or displays that are authorized by the Design Review Standards, Association Rules or as further authorized by the Design Review Committee. Under no circumstances shall any Owner be permitted to display signs or banners that endanger public health or safety, or that violate a local, state, or federal statute.

SECTION 22. SOLAR ENERGY SYSTEMS. In accordance with California Civil Code Sections 714 and 714.1, each Owner may install a solar energy system (as defined in California Civil Code Section 801.5) on each Owner's Unit to serve the Owner's domestic needs, as long as (a) the design and location of the solar energy system meets the requirements of all applicable government ordinances and (b) the design and location receive the prior written approval of the Design Review Committee, and in compliance with the Section entitled "Roof Easements" in the Article of this Declaration entitled "EASEMENTS AND OWNERS' RIGHTS OF ENJOYMENT. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly affect its sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

SECTION 23. SOUND ATTENUATION. In any multi-family dwelling, sound may be audible between Units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Unit, and shall comply with any of the rules and regulations set forth in the Governing Documents which are designed to minimize noise transmission. To minimize the noise transmission from a Unit, each Owner (other than Declarant) shall adhere to the following:

(a) On common walls, acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing. No holes or other penetrations shall be made in common walls other than for decorative items that would require one (1) inch or less penetration. Any penetrations greater than one (1) inch into a common wall requires the permission of the Board. In particular, no audio, television, stereo, speakers, or other audio/visual or media equipment shall be installed in or on any common wall without the permission of the Board. No penetrations of any sort shall be made in the ceilings of any Unit without permission of the Board.

(b) No modifications shall be made to any Unit which would result in a reduction in the minimum impact insulation class of the Unit.

(c) Speakers for music reproduction and television shall not be supported from or contact common walls and shall be elevated from the floor by a proper acoustic platform. Noise from such speakers must be kept at a reasonable level so as not to interfere with other Owners' enjoyment of their Units.

(d) Pianos shall have at least 1/2 inch sound absorbing pads (such as neoprene) under the supports to minimize vibration transmission into the structure.

(e) All furniture not on carpeted areas shall contain rubber castors or felt pads.

SECTION 24. STRUCTURAL ALTERATIONS. No Owner shall make or cause to be made structural alterations or modifications to the interior of their Condominium or installations located therein which would have a material effect on another Unit without the prior written consent of the Design Review Committee provided for in this Declaration. No Owner shall make any Improvement or alteration within the boundaries of their Condominium which impairs the structural integrity or mechanical systems, or lessens the support of any portion of the Common Property. Exterior modifications to any structure within the Project, including, but not limited to the construction of patios, patio covers and similar Improvements, shall be approved by the Design Review Committee and shall comply with the all City development standards and the City Municipal Code .

SECTION 25. TRASH COLLECTION AREAS. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any portion of the Project, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such sanitary containers shall be exposed to the view of neighboring Units only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours). Association owned trash containers may be located on the Common Property and shall be utilized in conjunction with Owner's use of said Common Property.

SECTION 26. UNREASONABLE RESTRICTIONS ON MARKETABILITY OF PROPERTY VOID.

(a) Any rule or regulation of the Association that arbitrarily or unreasonably restricts an Owner's ability to market their Condominium is void.

(b) The Association may not adopt, enforce, or otherwise impose any rule or regulation that does either of the following:

(1) Imposes an Assessment or fee in connection with the marketing of an Owner's Condominium in an amount that exceeds the Association's actual or direct costs. That Assessment or fee shall be deemed to violate the limitation set forth in California Civil Code Section 5600(b).

(2) Establishes an exclusive relationship with a real estate broker through which the sale or marketing of Units in the Project is required to occur. The limitation set forth in this paragraph does not apply to the sale or marketing of Units owned by the Association or to the sale or marketing of Association Property by the Association.

(c) For purposes of this section, "market" and "marketing" mean listing, advertising, or obtaining or providing access to show the Owner's Unit in the Project.

(d) This section does not apply to rules or regulations made pursuant to California Civil Code Section 712 or 713 regarding real estate signs.

SECTION 27. UTILITIES. Each Owner of a Unit shall be obligated to pay any and all Assessments for sewage, electricity, other utilities, taxes and other charges assessed individually against such Owner's Condominium.

SECTION 28. VIEW OBSTRUCTION. Declarant makes no representations or warranty with respect to the presence or absence of any view from any portion of any Unit or Common Property within the Project. Any existing view may change or be blocked or impaired depending upon construction, landscaping or other activities undertaken on remaining land located within the Project or on land located outside the boundaries of the Project. Each Owner, by accepting title to a Unit in the Project, hereby acknowledges that (a) there are no protected views within the Project, and no Unit in the Project is assured the existence or unobstructed continuation of any particular view, (b) any construction, landscaping or other installation of Improvements by Declarant, other Owners, or adjacent landowners may impair the view from any Unit or Common Property within the Project, and the Owners hereby consent to such view impairment.

SECTION 29. VIOLATION OF GOVERNING DOCUMENTS. There shall be no violation of the restrictions of this Declaration or of any of the Governing Documents. If any Owner or their Invitees violates any such restrictions, the Board may impose a reasonable Reimbursement Assessment upon such Owner for each violation and may suspend the voting privileges of such Owner as further provided in the Bylaws. Such Reimbursement Assessment shall be collectible in the same

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manner as Regular Assessments hereunder, but the Board shall give such Owner notice and hearing before invoking any such Reimbursement Assessment or suspension.

ARTICLE IV

DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1. GENERAL POWERS OF THE ASSOCIATION. All powers relating to the management, operation and maintenance of the Association Property, as well as certain rights, duties and powers relating to the Units, as hereinafter set forth, shall be vested in the Association and in its Board of Directors. The specific and primary purposes and powers of the Association and its Board are to provide for the operation, control, repair, maintenance and restoration of the Association Property, provide architectural and landscape design control of the Project, provide recreational activities for the Members, and to enforce the provisions of the Governing Documents, and any other instruments relating to the management and control of the Association and the Project. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of meeting its duties as set forth in this Declaration. The Association, through its Board, shall have the authority to delegate its powers to committees, officers of the Association or its employees.

SECTION 2. CONTRACTS OF THE ASSOCIATION. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Project, the Common Property and the Improvements thereon and to discharge its other duties as herein provided. Any agreement for professional management of the Association or any contract providing for services by the Declarant must provide for termination of such contract or agreement by either party with or without cause or payment of a termination fee on ninety (90) days or less written notice and for a maximum contract term not to exceed one (1) year. Any management company or agent that handles funds for the Association should be covered by a fidelity bond, which must provide the same coverage required of the Association under the Article of this Declaration entitled "INSURANCE."

SECTION 3. GENERAL POWERS AND DUTIES OF ASSOCIATION. In addition to the duties and powers enumerated in the Governing Documents, or elsewhere provided for herein, and without limiting the generality thereof, and subject to the limitations on the power of the Board as set forth in the Sections below entitled "Additional Restrictions on Power of the Board" and "Limitation on Board Authority to Contract" of this Article, the Association acting through the Board shall have the following powers and duties:

(a) Association Property. The power and duty to own, operate, maintain and manage all Association Property in accordance with the provisions of the Governing Documents, BMP's and the requirements of any other authority having jurisdiction over the Project. Unless otherwise stated in the Supplemental Declaration the responsibility of the Association to maintain the Association Property shall commence on the date of commencement of Regular Assessments for the respective Phase of the Project or upon conveyance of said Common Property to the Association, whichever shall first occur; provided, however, maintenance of landscaping and improvements by the Association within the Association Easement Area parkways along the east side of Central Avenue and south side of 11th Street shall not commence prior to the completion of the one-hundred and eighty (180) day plant maintenance and establishment period as required by the City;

(b) Utilities. The power and duty to obtain, for the benefit of the Association Property, all utility services unless such services are separately charged to the Owners;

(c) Granting Rights. The power to grant exclusive or nonexclusive easements, licenses, permits, rights of way or fee interests in the Association Property, to the extent any such grant is reasonably allowed pursuant to Section 4600 of the California Civil Code or in connection with any lawful lot line adjustment or boundary adjustment that does not have a significant negative

impact upon the Association or the Owners. The Association may deannex any portion of the Project from the encumbrance of the Declaration in connection with any such lot line or boundary adjustment.

(d) Employ Personnel. The power to employ persons necessary for the effective operation and maintenance of the Association Property, including legal, management and accounting services.

(e) Drainage Facilities. The power and duty to maintain any private sewer systems, private storm drains, or private drainage facilities located in the Association Property in accordance with the Governing Documents;

(f) Taxes and Assessments. The duty to pay taxes and assessments which are or could become a lien on the Association Property, if any, or some portion thereof;

(g) Legal Proceedings. The power and duty to initiate and execute legal proceedings against Members for violations of the Governing Documents in accordance with the procedures set forth in this Declaration and the procedures established in Sections 5900 et seq. and 5925 et seq. of the California Civil Code.

SECTION 4. ADDITIONAL RESTRICTIONS ON POWER OF THE BOARD. The Association shall be prohibited without the prior vote or written assent of a majority of the voting power of the Association, which shall include a majority of the votes residing in Members other than Declarant, from doing any of the following: (a) incurring aggregate expenditures for capital improvements to any portion of the Project in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or (b) selling during any fiscal year of the Association property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year; (c) paying compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Member or officer to be reimbursed for expenses incurred in carrying on the business of the Association; or (d) filling of a vacancy on the Board created by the removal of a Board member by the Class A Members as further set forth in the Bylaws.

SECTION 5. LIMITATION ON BOARD AUTHORITY TO CONTRACT. The Board of Directors shall be prohibited from taking any of the following actions, except with the assent, by vote at a meeting of the Association or by written ballot without a meeting, pursuant to Corporations Code Section 7513, of a simple majority of the Members, other than the Declarant, constituting a quorum consisting of more than 50 percent of the voting power of the Association residing in Members other than the Declarant: Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Property, Association Property or the Association for a term longer than one year with the following exceptions: (a) a management contract, the terms of which have been approved by the Federal Housing Administration or Department of Veterans Affairs; (b) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; (c) prepaid casualty and/or liability insurance policies of not to exceed three years duration, provided that the policy permits for short rate cancellation by the insured; (d) a lease agreement for laundry room fixtures and equipment of not to exceed five years duration provided that the lessor under the agreement is not an entity in which Declarant has a direct or indirect ownership interest of ten percent (10%) or more; or (e) agreements for cable services and equipment, satellite dish services and equipment, communication services and equipment, high speed data transfer, computer services, telephone and comparable technology, services and equipment with terms not to exceed five years duration provided that the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more; (f) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five years duration provided that the supplier or suppliers are not entities in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more; or (g) a contract for a term not to exceed three years that is terminable by the

Association after no longer than one year without cause, penalty or other obligation upon ninety (90) days written notice of termination to the other party.

SECTION 6. LIMITATION ON AUTHORITY TO RESTRICT ACCESS. Except as otherwise provided by law, an order of the court, or an order pursuant to a final and binding arbitration decision, the Association may not deny an Owner or occupant physical access to their Condominium, either by restricting access through the Common Property to the Owner's Condominium, or by restricting access solely to the Owner's Condominium.

DAMAGE

SECTION 7. DAMAGE BY OWNER OR INVITEE OF AN OWNER TO THE COMMON PROPERTY OR OTHER UNITS. In the event the Board shall determine that a Unit Owner or Invitee of a Unit Owner has caused damage to another Unit or Common Property by a negligent or willful act (or failure to act), the Owner or Invitee causing such damage shall be responsible for the cost of repairing such damage in accordance with such Association Rules. In the event such Owner or Invitee fails to pay the cost of any necessary repair to the Unit or the Common Property so damaged, the Association shall charge the cost of such repair to the Owner or Invitee who caused the damage and if not paid in a timely manner, such cost shall be deemed a Reimbursement Assessment.

SECTION 8. ASSOCIATION RULES. The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable which may include the establishment of a system of fines and penalties enforceable as a Reimbursement Assessment, as more fully set forth in the Bylaws of the Association. The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Property, provided, however, that the Association Rules may not discriminate among Owners, and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each Owner as prescribed in California Civil Code Section 4360(a). The Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby. Current copies of the Declaration, the Articles of Incorporation and Bylaws of the Association and Association Rules shall be available for inspection by Owners or by their Mortgagees during normal business hours of the Association. Notwithstanding the foregoing, except as otherwise provide in law, an order of the court, or an order pursuant to a final and binding arbitration decision, the Association may not deny an Owner or occupant physical access to their Unit either by restricting access through the Association Property to the Owner's Unit, or by restricting access solely to the Owner's Unit.

SECTION 9. DECLARANT'S RIGHTS TO ASSOCIATION RECORDS. For a period of ten (10) years after the Close of Escrow for the sale of the last Unit in the Project covered by a Final Subdivision Public Report or an extended period of time as may be requested in writing by Declarant so long as any claim exists or there is any potential for a claim pursuant to Title 7, in addition to Declarant's rights as an Owner and a Member in accordance with Section 5205 of the Civil Code:

(a) Declarant shall be entitled to access to the Association Records, including maintenance records, and to attend and speak at meetings of the Board of Directors and meetings of the Members. Any comments made by Declarant at any meeting shall be accurately noted in the minutes prepared for such meetings.

(b) Declarant shall also receive notice of its right to have copies of the minutes of meetings and how to obtain such minutes.

(c) Declarant shall have the right to receive all distributions of minutes, proposed minutes or summary minutes upon request and reimbursement of the Association's actual copying and mailing costs for making the distribution to Declarant.

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(d) Declarant shall have the same rights as Owners as provided in the Governing Documents to inspect, examine and audit the Association Records.

ARTICLE V

DESIGN REVIEW CONTROL

SECTION 1. MEMBERS OF COMMITTEE. The Design Review Committee shall consist of not less than three (3) members as shall be determined by the Board. The Design Review Committee has the right and duty to promulgate Design Review Standards against which to examine any request made pursuant to this Article. Design Review Committee members appointed by the Board must be Owners, but the Design Review Committee members appointed by Declarant need not be Owners. Board members may serve as Design Review Committee members.

SECTION 2. POWERS AND DUTIES.

(a) General Powers and Duties. The Design Review Committee shall consider and act upon all Plans and Specifications (as defined in Section 4 below) submitted for its approval. The Design Review Committee also has the power, but not the duty to, inspect work in progress to assure conformance with plans approved by the Design Review Committee. The Design Review Committee shall have the right and duty to promulgate 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 in the Project.

(b) Issuance of Design Review Standards. The Design Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval under this Declaration and pursuant to the Design Review Standards; and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Design Review Committee. The Design Review Committee may recommend to the Board changes to the Design Review Standards. The Design Review Standards may require a fee to accompany each application for approval and may identify additional factors which the Design Review Committee will consider in reviewing submissions. The Design Review Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Design Review Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated.

(c) Retaining Consultants. The Design Review Committee has the power, but not the duty to retain representatives (each an "**Outside Consultant**") to advise the Design Review Committee in connection with its decisions. The Design Review committee also has the power to delegate its decision-making power to such Outside Consultant for approval of plans that are consistent with the Design Review Standards; provided however, that such Outside Consultant may not interpret the Design Review Standards, or grant variances from the Design Review Standards. An additional fee may be collected to cover costs of retaining such Outside Consultant to evaluate the proposed modifications to ensure that they are consistent with existing architectural standards or site conditions. The Outside Consultant of the Design Review Committee may be, but need not be, a member of the Design Review Committee.

SECTION 3. RIGHTS OF APPOINTMENT.

(a) Initial Appointment. The initial members of the Design Review Committee shall be representatives of Declarant until one (1) year after the first Close of Escrow of a Condominium in the Project to a Class A Member under the authority of a Public Report ("**First Anniversary**"). After the First Anniversary, Declarant shall have the right and power at all times to appoint and remove a majority of the members of the Design Review Committee or to fill any vacancy of such majority until the earlier to occur of (a) Close of Escrow for the sale of ninety percent (90%) of all the

Units subject to this Declaration and the Annexable Area, or (b) five years following the date of the first Close of Escrow of a Condominium in the Project to a Class A Member under the authority of a Public Report for the Project ("**Turnover Date**"). Any person appointed to the Design Review Committee by Declarant need not be a Member of the Association.

(b) Appointment by the Board. Commencing on the First Anniversary, the Board shall have the power to appoint one (1) member to the Design Review Committee, until the Turnover Date. Persons appointed to the Design Review Committee by the Board shall be from the membership of the Association. From and after the Turnover Date, the Board shall have the power to appoint or remove members of the Design Review Committee.

SECTION 4. REVIEW OF PLANS AND SPECIFICATIONS.

(a) Improvements Requiring Approval. No construction, alteration, addition, modification, decoration, redecoration or reconstruction of an Improvement in the Project shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same ("**Plans and Specifications**") shall have been submitted to the Design Review Committee and approved in writing by the Design Review Committee.

(b) Application Procedure. Until changed by the Board, the address for submission of such Plans and Specifications shall be the address of the principal place of business for the Association. The Design Review Committee shall approve Plans and Specifications submitted by an Owner (herein "**Applicant**") for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Association Property or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association.

(c) Standards for Approval. The Design Review Committee may condition its approval of proposals or Plans and Specifications for any Improvement on any of the following: (a) on such changes therein as it deems appropriate, (b) Applicant's agreement to submit to grant appropriate easements the Association made necessary by the Improvement to, or (c) upon the agreement of the Applicant to reimburse the Association for the cost of such maintenance. The Design Review Committee may require submission of additional Plans and Specifications or other information prior to approving or disapproving the Improvement. The Design Review Committee may require such detail in Plans and Specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Failure to comply with the requirements for Design Review Committee approval shall be deemed a sufficient basis for the Design Review Committee to refuse to review the submission. Decisions of the Design Review Committee and the reasons therefor shall be transmitted by the Design Review Committee to the Applicant at the address set forth in the application for approval, within thirty days after receipt by the Design Review Committee of all materials required by the Design Review Committee. Any application submitted pursuant to this Section shall be deemed approved, unless written disapproval or a request for additional information or materials by the Design Review Committee shall have been transmitted to the Applicant within thirty (30) days after the date of receipt by the Design Review Committee of such application or additional information unless that delay is the result of a reasonable request for additional information.

SECTION 5. MEETINGS OF THE DESIGN REVIEW COMMITTEE. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time, by resolution unanimously adopted in writing, designate an Design Review Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Design Review Committee, except the granting of variances pursuant to the Section entitled "Variance" of this Article. In the absence of such designation,

the vote of a majority of the members of the Design Review Committee taken without a meeting shall constitute an act of the Design Review Committee.

SECTION 6. NO WAIVER OF FUTURE APPROVALS. The approval of the Design Review Committee of any proposals or Plans and Specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Design Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans and Specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

SECTION 7. NONLIABILITY OF DESIGN REVIEW COMMITTEE MEMBERS. Neither Declarant, the Design Review Committee nor any member of the Design Review Committee, the Board nor their duly authorized representative, shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Design Review Committee. The Design Review Committee shall review and approve or disapprove 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 Project generally. The Design Review Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Design Review Committee's approval or disapproval shall be based solely on the considerations set forth in this Article, and the Design Review Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or design from the standpoint of structural safety or conformance with building or other codes.

SECTION 8. GENERAL PROVISIONS. The members of the Design Review Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the Design Review Committee shall cease upon the termination of this Declaration. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed and duly recorded by the then record Owners of a majority of the Units appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Design Review Committee.

SECTION 9. APPEALS.

(a) In the event Plans and Specifications submitted to the Design Review Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the Design Review Committee. The Board shall submit such request to the Design Review Committee for review, whose written recommendations will be submitted to the Board.

(b) In the event Plans and Specifications submitted to the Design Review Committee are approved, such decision shall be final unless the decision is appealed to the Board within ten (10) days of the decision by the Design Review Committee. Such decision may be appealed by any member of the Board, the Design Review Committee or any Owner.

(c) Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the decision made by the Design Review Committee.

(d) This Section does not require reconsideration of a decision that is made by the Design Review Committee if the Design Review Committee has the same membership as the Board.

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SECTION 10. EXEMPTION. Notwithstanding any other provision of the Governing Documents, Declarant need not seek Design Review Committee approval with respect to their construction or development activities. Declarant may exclude portions for the Project from jurisdiction for the Design Review Committee in the applicable Supplemental Declaration.

SECTION 11. GOVERNMENT REQUIREMENTS. The application to and the review and approval by the Design Review Committee or the Board of any proposals, plans or other submittals shall in no way be deemed to be to the satisfaction of or in compliance with any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the respective Owner.

ARTICLE VI
MAINTENANCE AND REPAIR OBLIGATIONS

SECTION 1. MAINTENANCE OBLIGATIONS OF OWNERS. Each Owner is responsible for the care and maintenance of those components of each Owner's Unit as follows.

(a) Residential Air Space: Owners shall maintain all Improvements within the Unit boundaries as shown on the Condominium Plan, including the non-bearing walls, doors, windows, the surface of all floors, ceilings and walls that are within the Unit boundaries;

(b) Doors and Windows: Owners shall maintain all windows and doors for the Unit, including the frames, screens, locks, weather stripping, caulking, panes and sheathing;

(c) Fireplace: Owners shall maintain all portions and components of the fireplace, including the interior surface of the chimney and firebox;

(d) Exclusive Use Property: Pursuant to California Civil Code Section 4775, Owners shall provide day to day maintenance of their Exclusive Use Property; however, the Association shall be responsible for the long-term maintenance of various components of the Exclusive Use Property as further provided for in the Association Budget;

(e) Drainage, Plumbing, Electrical, Cables and Telephone Wiring: Owners shall maintain all drainage, plumbing outlets and fixtures, water pressure regulator, furnaces, ducts (dryer, stove, oven), electrical wiring, circuit breakers, internal and external telephone wiring and transmission cables, designed to serve a particular Unit;

(f) HVAC (Including Air Conditioning Compressors and Related Equipment): Owners shall maintain those components exclusively serving their Unit, including the water heater and forced air unit; however, the Association may require prior approval in order to access the HVAC equipment in the event it is located on the Association Property roof or other locations within the Association Property;

(g) Utilities. Owner shall maintain any utilities serving their Unit that are separately metered.

All Improvements shall be maintained in a manner as shall be deemed necessary in the judgment of the Board to preserve an attractive exterior appearance and proper functioning of drainage and all other systems.

SECTION 2. REPAIR AND MAINTENANCE OF COMMON PROPERTY BY OR AT THE EXPENSE OF OWNERS. In the event the Board shall determine that the walls, ceilings, floors, glass or doors forming the boundaries of a Unit have been damaged from within the Unit, notwithstanding that such damage may be to the Common Property, the Owner of the Unit shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board shall from time to time adopt. In the event such repair is not so accomplished by the Owner, the Association or its delegates shall have the right at reasonable times to enter the Unit to effect such repair, and the cost thereof shall be charged to the Owner of the Unit and, if not paid in a timely manner, shall be deemed a Reimbursement Assessment.

SECTION 3. OWNER COMPLIANCE WITH MAINTENANCE MANUAL. By accepting a deed to a Unit, each Owner acknowledges and agrees that each Owner shall comply with all of the maintenance obligations and schedules set forth in this Declaration and in the Maintenance Manual, and each Owner shall provide a copy of such Maintenance Manual to any successor purchaser of such Owner's Unit.

SECTION 4. MAINTENANCE OBLIGATIONS OF ASSOCIATION. Except as otherwise specifically provided in this Declaration or a Supplemental Declaration, the Association is responsible for the care and maintenance of those components of the Project designated for maintenance by the Association as follows:

(a) Maintenance of Buildings and Common Property. The Association shall maintain, repair and replace Association Property, including, but not limited to, the exterior surfaces of all Condominium Buildings, to include the painting thereof, and maintain, repair and replace the roofs, landscaping (excluding any landscaping within the Exclusive Use Property, if any, and/or any portion of a Unit), recreational facilities, streets and drives, parking areas, and any other Common Property designated to be maintained by the Association that has been included in the Association Budget;

(b) Association Easement Area. Maintain, repair and replace any Association Easement Area conditioned by the City, or by other agreement, for the Association to maintain. All landscape and irrigation systems, located in the public parkways designated as Association Easement Area, have been designed with future recycled water in mind, with all purple pipes along with sprinkler heads. Separate water meter(s) shall be required for landscape areas connected to a potable water supply system that is metered to the Association. Once recycled water is made available, the City will require the Association to disconnect landscape meters from the potable water system and reconnect to the recycled water system at sole expense of the Association and install appropriate signage which may be required informing the public that landscape and turf is irrigated with recycled water;

(c) Doors and Windows of Units: If such maintenance is included in the Association Budget, the Association shall clean the exterior of windows that are not easily accessible to Unit Owners and paint the exterior of certain outer doors of a Unit;

(d) Drainage, Plumbing, Electrical, Telephone Wiring: The Association shall maintain, repair and replace any drainage facilities, plumbing, electrical or telephone wiring serving the Common Property, or which are within the Common Property prior to connecting to separate laterals serving individual Units;

(e) Storm Drainage Facilities. All on-site Association Property storm drains shall at a minimum be cleaned each year immediately before the beginning of the rainy season (October 15) and inspected after each major storm event. Said program will include the maintenance of trash racks at the opening of the storm drains to prevent large pieces of debris and trash to enter the storm drain system;

(f) Street Sweeping. Sidewalks, parking lots, and other paved areas shall be swept regularly to prevent the accumulation of litter and debris. If pressure washed, debris must be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged to the storm drain.

(g) Underground Infiltration System. An underground infiltration system is included within the Project. Surface inlets and chambers must be inspected twice a year to determine the frequency of sediment and debris removal. The sump chamber will also be checked for hydrocarbon and oil contamination or clogging as well as the need to re-paint stencils during the biannual inspections. Post storm event inspections are necessary to avoid vector breeding. If water remains ponded for more than 72 hours after a storm event corrective action shall take place immediately. A list of corrective actions includes but is not limited to: removal of sediment and debris from invert of the system, pump and drain ponded water, remediate subsurface soil, improve invert of system to allow for more drainage, or contact vector control.

(h) Landscaping. Association Property landscaping shall be properly installed and maintained in a healthy and vigorous condition typical to the species and shall be designed with efficient irrigation practices to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides, which can contribute to runoff pollution. All landscaping and hardscape within a

City utility easement shall be subject to approval by the Public Works Director. Trees shall be planted a minimum of five (5) feet from other utilities, a minimum of ten (10) feet from driveways, water meters, water lines, sewer mains and sewer laterals, traffic and directional signs, and fire hydrants, a minimum of fifteen (15) feet from street lights, and a minimum of thirty (30) feet from street corners. Street trees along the parkways at the east side of Central Avenue and south side of 11th Street shall be in compliance with the City list of approved street trees. Parkway trees shall be centered between the curb and sidewalk.

(i) Exclusive Use Property: If provided for in the Association Budget, the Association shall be responsible for maintaining, repairing and replacing Exclusive Use Property, including, but not limited to, any waterproof membrane and deck surfaces, any Deck railings, the painting of Deck enclosures and the structural integrity of the Decks, and the exterior surfaces of any patio fences;

(j) Chutes and Ducts: The Association shall repair and replace the chutes, ducts and the like relating to the hot water heater and forced air unit serving a Unit located within the Association Property;

(k) Mailboxes: The Association shall maintain, repair and replace the mailboxes;

(l) Project Walls. The Association shall maintain, repair and replace the structural integrity and cap of the Project Walls and the surface to the extent accessible, without entering into private property, as further depicted on **EXHIBIT MRA** attached hereto.

(m) Public Right of Way. Additional portions of public right-of-way for which the Association will be responsible may be described in a Supplemental Declaration. Additional areas may be divided so that the responsibility for the entire area is transferred over more than one (1) Phase. Notwithstanding any other provisions of this Declaration, the Association Property containing public right-of-way shall be available for the use by the general public and shall be maintained by the Association at all times, until such time as the City, at its sole and absolute discretion elects to maintain such area at which time it shall no longer constitute a part of the Association Property;

(n) Utilities: The Association shall maintain all utilities serving the Common Property, in addition to utilities that serve individual Units which are subject to a common meter.

(o) Maintenance responsibilities areas of the Association are generally depicted on **EXHIBIT MRA** attached hereto and incorporated herein by this reference.

The Association shall keep such portions of the Project in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of such areas.

SECTION 5. MAINTENANCE MANUALS. The Association shall maintain at the offices of the Association a copy of the Maintenance Manual provided by Declarant to the initial Owner and shall make available to every Owner upon request a copy of the Maintenance Manual for the Owners' Units. The Association shall have the right to charge the requesting Owner a fee for the copying of such Maintenance Manual. The Board may, from time to time, make appropriate revisions to the Association's Maintenance Manual based on the Board's review thereof, to update such manual to provide for maintenance according to current industry practices so long as such changes do not reduce the useful life or functionality of the items being maintained. Any such updates to the Maintenance Manual shall be provided to Declarant until the expiration of the (10) year period following the Close of Escrow for the sale of the last Unit in the Project covered by a Final Subdivision Public Report. During said period Declarant may, but shall be under no obligation to provide updates to the Maintenance Manuals to the Association. Furthermore, Declarant hereby reserves for a period of ten years following the final Close of Escrow within the Project non-exclusive easements on, over, under, across and through the Project, for the purpose of inspecting and activities related thereto the maintenance of the Condominiums and the

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

SECTION 6. ASSOCIATION'S RIGHT TO ENTER AND MAINTAIN. If an Owner fails to maintain an Improvement which that Owner is obligated to maintain pursuant to this Declaration or make the repairs or replacements which are the responsibility of such Owner then, upon vote of a majority of the Board, and after not less than thirty (30) days' notice to the Owner, the Association shall have an easement with the right (but not the obligation) to enter the Condominium and provide such maintenance or make such repairs or replacements, and the cost thereof shall be a Reimbursement Assessment chargeable to such Condominium and shall be payable to the Association by the Owner of a Condominium. Nothing set forth herein, however, shall be construed to impose any obligation upon the Association to maintain or repair any property to be maintained or repaired by the Owner of any Unit. Nothing in this Article shall in any manner limit the right of the Owner to exclusive occupancy and control over the interior of their Unit. However, an Owner shall grant a right of entry to the Board of Directors or any other person authorized by the Board of Directors in case of any emergency originating in or threatening their Unit, whether the Owner is present or not. Furthermore, an Owner shall permit other Owners, or their representatives to enter their Unit for the purpose of performing required installations, alterations or repairs to the mechanical, plumbing or electrical services to a Unit, provided that such requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner whose Unit is to be entered. In case of an emergency, such right of entry shall be immediate. Notwithstanding the foregoing, all landscaping and irrigation systems within the Properties shall be installed and maintained in a condition acceptable to the City. Any damage caused by an entry into a Unit shall be repaired by the entering party to as near the same condition as it was prior to such entry to the extent practicable; provided, however, the Association shall not be responsible for damage to the extent such damage could not be reasonably avoided in connection with such entry for authorized purposes.

SECTION 7. ASSOCIATION COMPLIANCE WITH MAINTENANCE MANUAL. The Association has the duty and obligation, along with the attendant rights and power to carry out the Declarant's and its consultant(s)' required maintenance of the Association Property, as set forth in the Maintenance Manual. The Board shall regularly determine whether the recommended inspections and maintenance activities have been followed, and, if any such recommendations have not been followed, what corrective steps need to be taken to assure proper inspections and maintenance of the Association Property. The Board shall keep a record of such determinations in the Board's minutes. The Board shall review the Maintenance Manual for any needed appropriate revisions at appropriate intervals, but in no event less frequently than annually, and shall make appropriate recommendations to Declarant and Declarant's consultant(s) for revisions to the Maintenance Manual within thirty (30) days of its determination that revisions to the Maintenance Manual should be recommended to Declarant.

ARTICLE VII

EASEMENTS AND OWNERS' RIGHTS OF ENJOYMENT

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Declarant hereby reserves, with the right to grant and transfer same, for the benefit of every Owner in the Project, a right and easement of ingress and egress and of enjoyment in, to and over the Association Property (except slope areas on the Association Property, if any) which easement shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

(a) Right of Access. The right of the Association, acting through the Board, to reasonably limit the number of guests of Owners using the Association Property facilities or otherwise restrict access to the Association Property as it deems necessary;

(b) Exercise of Powers. The right of the Association to establish uniform rules and regulations pertaining to the use of the Association Property and exercise its powers;

(c) Borrow Money. The right of the Association in accordance with the Governing Documents, to borrow money for the purpose of improving the Common Property and the Improvements thereon, facilities and in aid thereof, and, subject to the provisions of the Article of this Declaration entitled "RIGHTS OF MORTGAGEES," to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Mortgagees shall be subordinated to the rights of the Owners;

(d) Transfer of Property. Subject to the provisions of the Article of this Declaration entitled "RIGHTS OF MORTGAGEES," the right of the Association to dedicate, release, alienate or transfer the Common Property to any Public Agency, authority, utility or other person for such purposes and subject to approval of the Members pursuant to Section 4600 of the California Civil Code. No such dedication, release, alienation or transfer shall be effective, unless an instrument signed by Members entitled to cast at least a majority of the total voting power of the Association, which shall include a majority of the votes residing in Members other than the Declarant, agreeing to such dedication, release, alienation or transfer has been recorded;

(e) Declarant's Rights. The rights and reservations of Declarant as set forth in this Declaration, including the right of Declarant and its sales agents, representatives and prospective purchasers, to the non-exclusive use of the Common Property and any facilities thereof, without cost, for access, ingress, egress, use and enjoyment, in order to dispose of the Project as provided herein, until the first to occur of (i) the expiration of the originally issued Final Subdivision Public Report from the California Bureau of Real Estate for the final Phase of the Project, or (ii) upon the Close of Escrow for the sale of the last Unit in the Project; provided, however, that such use shall not unreasonably interfere with the rights of enjoyment of the other Owners as provided herein;

(f) Suspension of Privileges. The right of the Board to suspend the rights and easements of use and enjoyment of any Member of the Association's services and facilities, if any, located on the Common Property, and the persons deriving such rights and easements from any Member, for any period during which the payment of any Assessment against such Member and their Unit remains delinquent; and, after notice and hearing with an opportunity to be heard, to impose monetary penalties or suspend such use rights and easements for a reasonable period of time as determined by the Board for any violation of the Governing Documents, it being understood that any suspension for either non-payment of any Assessment or breach of such restrictions shall not constitute a waiver or discharge of the Member's obligation to pay Assessments as provided herein.

(g) Easements. The right of the Association to grant permits, licenses and easements over the Common Property for utilities, roads and other purposes necessary for the proper operation of the Project.

(h) Delegation of Use. Any Member may delegate their right of enjoyment to the Common Property to the members of their family or their Invitees, subject to Association Rules.

(i) Waiver of Use. No Member may exempt themselves from personal liability for Assessments duly levied by the Association, nor release the Unit owned by them from the liens, charges and other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Common Property, or the abandonment of their Unit.

SECTION 2. EASEMENTS FOR UTILITIES. Easements over the Project for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, and for drainage facilities as may be shown on the recorded map of the Project, and as may be hereafter required or needed to service the Project are hereby created by Declarant for the benefit of each Owner and the Association and shall be governed by the following:

(a) Easements over the Project for public and private utility purposes of ingress or egress over the Association Property for purposes of reading and maintaining meters, and using and maintaining fire hydrants located in the Project.

(b) Easements over the Project for the installation and maintenance of electric, telecommunications, water, gas and sanitary sewer lines and facilities, and for drainage facilities as shown on the recorded map of the Project, and as may be hereafter required or needed to service the Project are hereby created by Declarant for the benefit of each Owner and the Association.

(c) Wherever sewer connections, water connections, electricity, gas, telecommunications lines or drainage facilities are installed within the Project, the Owners of Units served by such connections, lines or facilities shall have an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service their Unit, and to enter upon the Units owned by others, or to have utility companies enter upon the Units owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Unit caused by such entry as promptly as possible after completion of work thereon.

(d) Whenever sanitary sewer, water, or gas connections, television cables, electricity or telecommunications are installed within the Project, and said connections, cables and/or lines serve more than one (1) Unit, the Owner of each Unit served by such connections, cables and/or lines shall be entitled to the full use and enjoyment of such portion of such connection as served by such Owner's Unit.

(e) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then 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 and make an Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration.

SECTION 3. EASEMENTS OVER COMMON PROPERTY. Each Owner within the Project subject to this Declaration is hereby declared to have an easement over all of the Common Property, for the benefit of the Units, the Owners of the Units, and each of them, and for their respective Invitees and contract purchasers, for all of the purposes and uses set forth in this Article, and without limiting the generality of the foregoing, for ingress and egress over and through the Common Property. Additionally, the Owner and occupants of Condominiums in any Phase of the Project shall have

reciprocal, nonexclusive easements for ingress, egress and use, over the Common Property located within each other annexed Phase, provided: a) the conveyance of the first Unit by Declarant to an individual Owner has occurred within said Phase, (b) conveyance of the Association Property to the Association, or (c) the first residential occupancy of a Unit, has occurred within such Phase. Such ingress, egress and use shall further be subject to the terms, limitations, restrictions and conditions set forth in this Declaration, any Supplemental Declaration, the conveyance instrument or any Association Rules adopted by the Board.

SECTION 4. ROOF EASEMENTS. All mechanical equipment servicing a Unit shall be the property of the Unit Owner, regardless of form of ownership, who shall bear full responsibility and cost of installing, maintaining, repairing and replacing the mechanical equipment servicing the Unit. An easement is hereby created for the benefit of each Owner over the Association Property roof of the Condominium Building in which the Unit is located for ingress and egress for the installation, use, maintenance, repair or replacement of Owner's roof mounted equipment, provided, however, prior to exercising said easement, an Owner shall first obtain written approval from the Design Review Committee and comply with reasonable restrictions placed on access and design, which may include, but shall not be limited to, utilization of equipment and service providers approved by the Association. Each Owner agrees to utilize reasonable care not to damage any structure or other Improvements and further agrees to be liable for any damage caused when exercising such easement rights.

SECTION 5. SOLAR EASEMENTS. To further accommodate solar energy systems, Declarant hereby creates an easement for the benefit of each Owner in the Properties over the Common Property, located directly above the roofline of the Condominium Building to the extent accessible, (collectively the "**Solar Easement Area**") for the use of the airspace above for solar access to the greatest degree practicable unobstructed sunlight each day to the surface of the solar collector or other sunlight collection device or mechanism utilized by the solar energy system for a period of not less than four (4) hours each day. Except for those Improvements originally installed by Declarant no Improvement shall be installed or allowed in the Solar Easement Area which would otherwise restrict access to sunlight or which would otherwise affect the efficiency of a solar collection system, which includes, but shall not be limited to trees, shrubs, hedges or any other vegetation which could shade, block or interfere with the solar access of any solar energy system or other solar absorption device. Furthermore, neither the Association nor any Owner or Owner's Invitee shall allow a tree or shrub to be placed on the Association Property or such Owner's Condominium, as applicable, or, if placed, to grow, subsequent to the installation of a solar collector on another Condominium or Association Property so as to cast a shadow greater than 10 percent of the collector absorption area upon that solar collector surface on the other Condominium at any one time between the hours of 10 a.m. and 2 p.m., local standard time; provided, that this restriction shall not apply to specific trees and shrubs which at the time of installation of a solar collector or during the remainder of that annual solar cycle cast a shadow upon that solar collector, as provided in the Solar Shade Control Act as set forth in California Public Resource Code Sections 25980 through 25986. Should there be any conflict between the provisions of this Section and the requirements of Public Agencies having jurisdiction over the Properties, the more restrictive provisions shall apply. Other than the provisions that may be enforced through the requirements of the various Public Agencies having jurisdiction over the Properties, Declarant has no knowledge and makes no assurance that there is or will be solar access to the Properties or any portion thereof through the surrounding properties. A Supplemental Declaration, Association Rules, Design Review Standards or other instrument may impose additional provisions governing solar energy systems.

SECTION 6. EASEMENTS BY THE ASSOCIATION. There is hereby reserved to Declarant, together with the right to grant and transfer the same to the Association, rights to grant easements for the following purposes: the right to (a) grant utility easements under, through or across Common Property, other than Exclusive Use Property, which are reasonably necessary to the ongoing development and operation of the Project; (b) grant and transfer easements over the Project for the purpose of permitting the Association to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the Project, (c) perform any necessary service or repair to the fire sprinkler system located in a Unit which serves more than one Unit including the sprinkler heads that protrude into the airspace of the Units; and (d) discharge any other obligations and powers as described

in this Declaration. Declarant's rights under this paragraph shall not be for a period beyond the earlier of (a) expiration of the originally issued subdivision Public Report from the Bureau of Real Estate for the final Phase of the Project, or (b) the sale by Declarant of all Units within the Project; however, this limitation shall not restrict the right of the Association to grant permits, licenses and easements as otherwise set forth herein.

SECTION 7. EASEMENTS AND RIGHTS OF ASSOCIATION AFFECTING COMMON PROPERTY.

(a) Declarant hereby reserves for itself, with the right to grant and transfer the same to the Association non-exclusive easements for maintenance purposes over, under, along and across the Project for the purposes of installation, maintenance, repair and replacement of Improvements located within the Common Property and an easement for ingress and egress. Unless otherwise designated in a separate instrument, Declarant hereby declares that easements affecting Common Property as designated herein or in a Supplemental Declaration are created and shall become effective upon the close of the first sale escrow in a Phase to a member of the homebuying public.

(b) The Common Property easements shall include, but not by way of limitation, the right to install, construct, reconstruct, remove, replace, renew, inspect, maintain, repair, improve and relocate the Improvements within the Common Property as necessary.

(c) In order to carry out these obligations, the Association and its agents shall have the right to enter the Condominiums as reasonably necessary from time to time, for the purpose of inspecting, maintaining, repairing and replacing the Association's Improvements. The Association shall be responsible for the costs of inspecting, maintaining, repairing and replacing the Common Property Improvements.

SECTION 8. EASEMENTS FOR AIR CONDITIONING UNITS. All air conditioning units servicing a Unit within the Project shall be the property of the Owner. An easement over the Association Property is hereby created where the air conditioning unit is installed outside the Condominium Unit; provided, however, that the Association may require prior approval in order to access the air conditioning equipment in the event it is located on the Association Property roof or other locations within the Association Property. Each Owner shall bear full responsibility for the cost of maintaining their air conditioning unit.

SECTION 9. EASEMENTS FOR TELEPHONE WIRING. Notwithstanding the provisions of this Declaration, each Owner of a Unit shall be entitled to reasonable access to the Common Property for the purpose of maintaining the internal and external telephone wiring which services their Unit. The access shall be subject to the consent of the Association, whose approval shall not be unreasonably withheld, and which may include the Association's approval of telephone wiring upon the exterior of the Common Property, and other conditions as the Association determines reasonable.

SECTION 10. MAILBOX EASEMENTS. Declarant hereby creates easements over the Project, for the benefit of the Owners, the Association and the United States Postal Service for delivery, deposit and pick up of United States mail, for maintenance, repair and replacement of such mailboxes, and for ingress and egress to and across those portions of the Project to the extent necessary for all such purposes. The easement rights and obligations of each Owner shall be limited to the mailbox that services such Owner and any appurtenances thereto and the portion of the Project on which such mailbox and appurtenances are located and to the extent necessary to access said mailbox for all the foregoing purposes. Mailboxes may be provided in clusters and/or groups of clusters in and along the sidewalks, in conformity with current Federal postal regulations. The configuration and precise location of such cluster mailboxes shall be determined by the United States Postal Service, over which Declarant has no control.

SECTION 11. EASEMENTS FOR COMPLETION OF CONSTRUCTION. Declarant, its contractors, subcontractors, agents, employees and representatives, shall have an easement over the

Project for the following purposes: (a) to complete or modify Improvements to and on the Common Property and any portion of the Project owned or leased solely or partially by Declarant; (b) obtain reasonable access over and across the Common Property and/or within any Condominium owned or controlled by Declarant to perform any work in connection with the completion of the Project; (c) erect, construct and use on the Common Property of the Project and/or within any Condominium owned or controlled by Declarant such structures as may be reasonably necessary to conduct the sale and marketing of Condominiums and dispose of the Condominiums in parcels by sale, lease or otherwise and (d) modify Declarant's development plan for the Project, including designating and redesignating Phases, reshaping the Condominiums and Common Property, and constructing residences of larger or smaller sizes, values, and of different types. Declarant may temporarily erect barriers, close off and restrict access to portions of the Common Property as reasonably necessary to allow Declarant to exercise the rights reserved in this Section so long as Owner's access to his Condominium is not eliminated. Each Owner acknowledges that: (i) the construction of the Project may occur over an extended period of time; (b) the Owner's quiet use and enjoyment of the Owner's Condominium may be disturbed as a result of the noise, dust, vibrations and other nuisances associated with construction activities; and (c) the nuisances will continue until the completion of the construction of the entire Project.

SECTION 12. EASEMENTS FOR MARKETING AND SALES. The Declarant may use any of the Units within the Project owned by it for model home sites and incidental parking. The Declarant shall have the right and an easement to enter upon, use and enjoy and designate and permit others (including, without limitation, Declarant's agents, employees, representatives, contractors and prospective purchasers) to enter upon, use and enjoy the Common Property for any purpose in connection with or incidental to the construction, development, sale, lease or other transfer of property within or adjacent to the Project (including, without limitation, the erection, construction and maintenance of displays, sales offices and incidental parking, exhibits, signs and other structures); provided, however, that such use shall not be for a period beyond the sale by Declarant of all Units within the Project, and provided further that the exercise of such right and easement shall not unreasonably interfere with the reasonable use and enjoyment of the Common Property by the Members.

SECTION 13. ESTABLISHMENT OF EASEMENTS. Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of all of the Units and the Common Property, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Project which is the subject of this Declaration, with the exception of easements created in favor of a Public Agency after the recordation of this Declaration. In furtherance of the easements provided for in this Declaration, the individual deeds to Units may, but shall not be required to, set forth said easements.

SECTION 14. EASEMENTS ON MAP. Declarant, reserves with the right to grant and transfer same, the easements as shown on the recorded Map over any portion of the Project for the benefit of the Owners and the Association.

SECTION 15. EASEMENTS RELATING TO DISPUTES. Declarant hereby reserves non-exclusive easements on, over, under, across and through the Project, for the purpose of inspections and all other activities as provided in the Dispute Resolution Declaration.

SECTION 16. EASEMENTS FOR ENCROACHMENT. The Declarant, its successors and assigns, and all future Owners of Condominiums, by acceptance of their respective deeds, covenant and agree as follows:

(a) If any portion of the Common Property encroaches upon the Units, a valid easement into the Unit in order to accommodate the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a Unit is partially or totally destroyed, and then rebuilt, the Owners of Units agree that minor encroachments of parts of the Unit into the Common Property due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall exist.

(b) The Common Property and each Unit are and shall always be subject to easements for minor encroachments thereon of the Unit or the Common Property as a result of construction, reconstruction, repairs, shifting, settlement or movement, minor engineering variances and any encroachment of eaves, roof overhangs and architectural features comprising parts of the original construction of any Unit and a valid easement for the encroachment and for the maintenance of the same shall exist as long as the encroachment exists.

SECTION 17. CONSTRUCTION BY DECLARANT. Nothing in this Declaration shall limit the right or easements reserved herein by Declarant to commence and complete construction of Improvements to the Project or to alter the foregoing or the Units or Common Property or to construct such additional Improvements as the Declarant deems advisable prior to the completion and sale of all of the Project.

SECTION 18. AMENDMENT TO ELIMINATE EASEMENTS. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant, and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant.

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. ORGANIZATION. The Association is organized as a California corporation under the California Nonprofit Mutual Benefit Corporation Law. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

SECTION 2. MEMBERSHIP. Every Owner shall be a Member of the Association and ownership of a Condominium shall be the sole qualification for membership in the Association. The Association membership of each person or entity who owns, or owns an interest in, one or more Units shall be appurtenant to each such Unit, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such Unit or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit or interest in it shall operate automatically to transfer the appurtenant membership right in the Association to the new Owner. Notwithstanding the foregoing, Declarant's Class B membership may not be transferred except to a successor Declarant to all or a portion of the Project. The Board of Directors shall have the right to impose a reasonable fee against the selling Owner equal to the cost to the Association of effectuating any such transfer of their membership upon the books of the Association.

SECTION 3. TRANSFER. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale of their Condominium, and then only to the purchaser of said Condominium. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Class A Member who has sold their Condominium to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser their membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and Assessments attributable to their Condominium until fee title to the Condominium sold is transferred, as provided in this Declaration. In the event the Owner of any Condominium should fail or refuse to transfer the membership registered in their name to the purchaser of such Condominium, the Board of Directors shall have the right to record the transfer upon the books of the Association. The Board of Directors shall have the right to impose a reasonable fee against the selling Owner equal to the cost to the Association of effectuating any such transfer of their membership upon the books of the Association.

SECTION 4. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Declarant as long as there exists a Class B membership. Each Class A Member shall be entitled to one (1) vote for each Condominium owned. When more than one person holds an interest in any Condominium, all such persons shall be entitled to all rights and privileges of membership. The vote for such Condominium shall be exercised as its Owners collectively determine, but in no event shall more than one (1) vote be cast with respect to any Condominium.

(b) Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) On the second anniversary of the conveyance of the first Condominium in the most recent Phase of the Project in a transaction that requires the delivery of a Final Subdivision Public Report; or

(2) On the fourth anniversary of the conveyance of the first Condominium in the first Phase of the Project in a transaction that requires the delivery of a Final Subdivision Public Report.

Notwithstanding the foregoing, Declarant shall be solely entitled to elect a majority of the members of the Board until the day after the first annual meeting of the Members of the Association as further provided in the Bylaws; provided that during the initial three-year terms of said Board members, Declarant shall be entitled to replace any member of the Board initially elected by Declarant at the first annual meeting upon the death, resignation or removal of any such Board member or replacement Board member.

SECTION 5. ACTION BY CLASSES OF MEMBERSHIPS. Any action by the Association which must have the approval of the membership of the Association before being undertaken, shall require the vote or written assent of both a majority of the Class B membership as well as a majority of the Class A membership so long as there are two outstanding classes of membership, unless a specific provision of this Declaration or the Bylaws or Articles of the Association requires the approval of a greater percentage of the voting membership.

SECTION 6. SPECIAL CLASS A VOTING RIGHTS. Notwithstanding the provisions of this Article, if the Class A Members do not have sufficient voting power pursuant to the voting rights set forth in this Declaration and the Bylaws to elect at least one (1) director at any meeting at which directors are to be elected, and at which Class A Members are entitled to vote, then such Class A Members shall, by majority vote, among themselves, elect one (1) director and the remaining vacancies on the Board shall be elected by the Class B Member. In no event shall the Class A Members be entitled to elect more than one (1) director to the Board pursuant to the provisions of this special Class A voting right.

SECTION 7. VESTING OF VOTING RIGHTS. All voting rights which are attributable to a specific Condominium pursuant to the terms of this Declaration shall not vest until such time as Regular Assessments for said Condominium have been levied by the Association; provided, however, Declarant shall have the right at any time, and from time to time, to commence the payment of Regular Assessments on all Condominiums within a Phase of the Project prior to the close of the first escrow therein in order to have the voting rights with respect to such Condominiums.

SECTION 8. VOTE TO INITIATE CONSTRUCTION DEFECT CLAIMS. Declarant relinquishes control over the Association's ability to decide whether to initiate a claims process under the Dispute Resolution Declaration concerning a dispute relating to Title 7. This means that Declarant, current employees and agents of Declarant, board members who are appointed by Declarant, Board members elected by a majority of votes cast by Declarant, and all other persons whose vote or written consent is inconsistent with the intent of the preceding sentence, are prohibited from participating and voting in any decision of the Association or Members to initiate a Title 7 claim.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. COVENANT TO PAY ASSESSMENT. Declarant, for each Condominium owned within the Project, hereby covenants, and each Owner of any Condominium by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, all such Assessments to be established and collected as hereinafter provided. Each of such Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Condominium at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such person's successors in title unless expressly assumed by them. The Association shall not impose or collect an Assessment, penalty or fee that exceeds the amount necessary for the purpose for which it is levied.

SECTION 2. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Project and for the improvement, operation and maintenance of the Common Property and the Project and the performance of the duties of the Association as set forth in this Declaration and in the Association's Articles and Bylaws.

SECTION 3. REGULAR ASSESSMENTS. The Association shall levy Regular and Special Assessments sufficient to perform its obligations under the Governing Documents and the CID Act:

(a) Amount of Regular Assessments. The amount and time of payment of Regular Assessments against each Condominium shall be determined by the Board of Directors of the Association giving due consideration to the current maintenance costs and future needs of the Association, including, but not limited to additional Properties that may be annexed pursuant to the Article of this Declaration entitled "ANNEXATION."

(b) Date of Commencement of Regular Assessments: Due Dates. The Regular Assessments provided for herein shall commence as to all Condominiums within a Phase of the Project (including those Condominiums owned by Declarant) no later than (but earlier at the discretion of Declarant) the first day of the month following the first conveyance of a Condominium within such Phase under authority of a Public Report. Once Regular Assessments have commenced as to a Phase, such Assessment may not cease and such Condominiums shall be subject at all times to the provisions of the Declaration, including the power of the Association to collect such Assessment through the enforcement of a lien as provided in this Declaration. The first Regular Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association.

(c) Budgeting. The Board of Directors shall fix the amount of the Regular Assessment against each Condominium at least sixty (60) days in advance of each fiscal year of the Association at an amount not in excess of the maximum as provided in this Declaration. Written notice of the amount of the Regular Assessments against each Condominium shall be sent to every Owner subject thereto. The due dates for Regular Assessments shall be established by the Board. In the event the Board shall determine at any time that the estimate of the Regular Assessment for the current fiscal year is, or will become, inadequate to meet the expenses of the Association for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total Association expenses and determine the revised amount of the Regular Assessment against each Condominium.

(d) Delinquent Assessments. Regular Assessments shall be deemed delinquent fifteen (15) days after the due dates established by the Association.

(e) Limitation On Increases In Regular Assessments. Annual increases in Regular Assessments for any fiscal year, as authorized by Section 5605 of the California Civil Code, shall not be imposed unless the Board has complied with paragraphs (1), (2), (4), (5), (6), (7), and (8) of subdivision (b) of Section 5300 of the California Civil Code, the provisions of which are set forth in the Article of this Declaration entitled "ASSOCIATION RECORDS," with respect to that fiscal year, or has obtained 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 Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code. Notwithstanding more restrictive limitations placed on the Board by the Governing Documents, and except for those limitations as provided for in the Section below entitled "EXCEPTIONS FROM LIMITATION ON ASSESSMENT INCREASES", 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 preceding fiscal year against each Condominium without the vote or written assent of Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association. For purposes of this Section, quorum means more than fifty percent (50%) of the Owners of the Association.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND LIMITATION ON INCREASES IN SPECIAL ASSESSMENTS. In addition to the Regular Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any installation, construction, reconstruction, repair or replacement of any Common Property, including fixtures and personal property related thereto or any other action or undertaking on behalf of the Association, provided that any Special Assessment for all Condominiums for the fiscal year in the aggregate in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year shall be approved by the vote or written assent of Members, constituting a quorum, casting a majority of the votes of the Association at a meeting or election of the Association. This limitation on Special Assessments shall not apply to any Reimbursement Assessment which is authorized by the provisions of this Declaration. The Association shall provide notice by first-class mail to the Owner of each Condominium of any increase in the Special Assessments of the Association not less than thirty (30) nor more than sixty (60) days prior to the increased Assessment becoming due.

SECTION 5. SPECIAL QUORUM AND MEETING REQUIREMENTS FOR INCREASES IN ASSESSMENTS. For purposes only of Section 3 and Section 4 of this Article, a quorum means more than fifty percent (50%) of the Members of the Association. Any meeting or election of the Association for purposes of complying with Sections 3 and 4 of this Article shall be conducted in accordance with the provisions of Chapter 5 of Part 3, Division 2 of Title 1 of the California Corporations Code dealing with meetings and voting and California Civil Code Section 5115. In the event of a conflict between these code sections the more restrictive shall apply.

SECTION 6. EXCEPTIONS FROM LIMITATION ON ASSESSMENT INCREASES. The limitation on percentage increases of Regular and Special Assessments under Sections 3 and 4 above shall not limit Assessment increases necessary for addressing emergency situations. For purposes of this Section, an emergency situation is any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Project or any part thereof for which the Association is responsible where a threat to personal safety on the Project is discovered;
- (c) An extraordinary expense necessary to repair or maintain the Project or any part thereof for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the Budget, as required under the Article of this Declaration

entitled "ASSOCIATION RECORDS." However, prior to the imposition or collection of an increased Assessment under this Section, 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, and the resolution shall be distributed to the Members with the notice of Assessment;

(d) An extraordinary expense in making the first payment of the earthquake insurance surcharge pursuant to Section 5003 of the Insurance Code.

SECTION 7. REIMBURSEMENT ASSESSMENTS. The Association shall levy a Reimbursement Assessment against an Owner as a monetary penalty for failure to comply with the terms of this Declaration, the determinations of the Board or the Design Review Committee, or any rule or regulation adopted by the Association, or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Association Property for which the Owner or Invitee is allegedly responsible, or as a means to force an Owner or Invitee to comply with the terms of this Declaration, the determinations of the Design Review Committee, the Association's Articles or Bylaws, or any rule or regulation adopted by the Association if such failure results in the expenditure of monies by the Association in carrying out its functions hereunder. Except for collection of fines, such Reimbursement Assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended, and shall be due and payable to the Association when levied.

SECTION 8. RATE OF ASSESSMENTS. Unless otherwise required by the Bureau of Real Estate in connection with the issuance of a Public Report for a Phase of the Project, Regular and Special Assessments for each Condominium shall be uniform. Regular Assessments shall be collected on a monthly basis unless some other period for collection is established by the Board.

SECTION 9. RESERVES. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Property that must be repaired or replaced on a periodic basis, or any other purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. Such reserves shall be deemed a contribution to the capital account of the Association by the Members.

SECTION 10. COMMITMENT BY DECLARANT TO PAY ASSESSMENTS.

(a) Reserves For Units. Declarant for itself and its successors and assigns covenants and agrees to pay to the Association, concurrently with the closing of the escrow for the first sale of a Unit in a Phase, appropriate amounts for reserves for replacement or deferred maintenance of Association Property improvements in the Phase necessitated by or arising out of the use and occupancy of the Units in such Phase under a rental program conducted by the Declarant which has been in effect for a period of at least one year as of the date of closing of escrow for the first sale of a Unit in the Phase.

(b) Reserves for Association Property. Declarant for itself and its successors and assigns further covenants and agrees to pay to the Association, concurrently with the closing of the escrow for the first sale of a Unit in a Phase, appropriate amounts for unfunded reserves for replacement or deferred maintenance of completed Association Property improvements in the Phase necessitated by or arising out of the use of such Association Property Improvements for a period of at least one year prior to the conveyance of such Association Property to the Association

SECTION 11. EXEMPT PROPERTY. The following property is exempt from all Assessments imposed pursuant to this Declaration:

(a) Units. Those areas governed by Regulation 2792.16(c)(2) of the Regulations of the Real Estate Commissioner shall be exempt from the payment of that portion of the Regular Assessments which is for the purpose of defraying expenses and reserves directly attributable to the existence and the use of the residential structural improvements. This exemption from the payment of Regular Assessments attributable to the Units shall be in effect only until the earliest of the following events: (a) a notice of completion of the structural Improvements on the Unit has been recorded; (b) occupation or use of the Unit; (c) completion of all elements of the residential structures of the Unit which the Association is obliged to maintain; or (d) upon request of the Declarant if necessary to comply with any regulations of any of the Federal Agencies.

(b) Common Property. The Declarant and any other Owner of a Unit shall be exempt from the payment of that portion of the Regular Assessments which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a Common Property facility that is not complete at the time the Regular Assessments commence. Any exemption from the payment of Regular Assessments attributable to Common Property facilities shall be in effect only until the earliest of the following events: (a) a notice of completion of the Common Property facility has been recorded; (b) the Common Property facility has been placed into use; or (c) upon request of the Declarant if necessary to comply with any regulations of any of the Federal Agencies.

(c) Model Homes. Notwithstanding the foregoing, conveyance of a Unit which is being used by Declarant for use as a model home, sales office, design center, construction office or similar purposes (collectively referred to as "**Model Home(s)**") shall not commence the Regular Assessments against such Unit or Units within the same Phase of development in which the Model Homes are located until the earlier to occur of the: (i) discontinuance of use of such Unit as a Model Home and the occupancy thereof for residential purposes or (ii) conveyance by Declarant of any Unit in the Phase which is not a Model Home. During the period of time commencing on the first day of the month after conveyance of a Unit being used as a Model Home and ending on the date Regular Assessments commence against such Unit, Declarant shall be solely responsible to maintain all portions of the Phase (including the Association Property) in which such Model Homes are located, and be responsible for all costs associated therewith, until the commencement of Regular Assessments against the Model Homes as set forth above.

(d) Public Property. All portions of the Project dedicated to and accepted by any local public authority or agency.

SECTION 12. CERTIFICATE OF PAYMENT. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Condominium have been paid. Said signed certificate shall be conclusive evidence as to all third parties relying thereon to show that all Assessments acknowledged therein have been paid but shall not relieve any Owner of the responsibility for Assessments not in fact paid.

SECTION 13. DELIVERY BY OWNER. Each Owner of a Condominium shall, before the execution of an offer to purchase or lease, make available for examination by the prospective purchaser or lessee, and any First Mortgagee and as soon as practicable before transfer of the interest being acquired, give to each purchaser or lessee (a) a copy of the Governing Documents, (b) copies of any other instruments which define the rights and responsibilities of the Owner as a Member of the Association, (c) to the extent available, a copy of the most recent Budget, financial statement and other documents distributed by the Association in accordance with the Article of this Declaration entitled "ASSOCIATION RECORDS".

ARTICLE X

INSURANCE

SECTION 1. GENERAL INSURANCE LIMITATIONS. The Board shall make every reasonable effort to obtain the insurance policies described in this Section and maintain them in full force and effect. All insurance policies shall be subject to and where applicable, shall contain the following provisions and limitations:

(a) Named Insured. Such insurance shall be maintained by the Board of Directors for the benefit of the Association, the Owners, and First Mortgagees, as their interests may appear as named insured, subject, however, to loss payment requirements as set forth herein.

(b) Loss Payable. The "loss payable" clause of said policies shall show the Association or the insurance trustee as a trustee for each Owner and the Mortgagee.

(c) Rate of Insurance. Nothing shall be done or kept in the Project which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

(d) Mortgagee Clause. Each such policy shall contain a standard mortgagee clause which must be endorsed which provides that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interest may appear. The policy of public liability insurance covering Common Property shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners.

(e) Notice of Cancellation or Modification of Coverage. All insurance policies and fidelity bonds maintained by the Association must provide that such policies or bonds may not be cancelled, reduced or substantially modified without at least ten (10) days' prior written notice to the Association, and in the case of fidelity bonds, to each mortgage servicing contractor acting on behalf of any of the Federal Agencies.

SECTION 2. TYPES OF COVERAGE. The Board of Directors on behalf of the Association shall obtain and continue in effect the following insurance coverages:

(a) Liability Insurance. Adequate blanket public liability insurance with limits and coverages which satisfy the requirements of Section 5805 of the California Civil Code.

(b) Property Insurance. A policy of casualty insurance and fire insurance with extended coverage, in an amount equal to one hundred percent (100%) of the full insurable replacement cost of the Project, without depreciation in accordance with the original plans and specification for the Project. If any fixture, installation or addition is replaced by an Owner with a product that is more expensive than what was originally installed, then the Association is not obligated to provide insurance coverage for such replacement item, instead, the Owner must insure such item for replacement. The casualty insurance shall not include earthquake coverage unless the Board is directed to obtain earthquake coverage by a majority of the Association's voting power.

(c) Fidelity Bond Coverage. Blanket fidelity bond coverage providing for coverage of losses resulting from dishonest or fraudulent acts on the part of anyone who handles or is responsible for funds held or administered by the Association, including directors, officers, trustees, employees or volunteers of the Association. Where the Association delegates some or all of the

responsibility for the handling of funds to a management agent, fidelity bonds are required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association whether or not such persons receive compensation for services. A management agent who handles funds for the Association should also be covered by its own fidelity bond which must provide the same coverage required by the Association and must submit evidence of such coverage to the Association. The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force, but must be written in an amount of not less than a sum equal to three (3) months' Regular Assessments on all Units, plus reserve funds. The bond shall name the Association as obligee and shall cover persons serving without compensation by endorsement to the policy if not otherwise covered under the policy.

(d) Other Insurance. The Board of Directors may purchase such other insurance as it may deem necessary, including, but not limited to, plate glass insurance, medical payments, malicious mischief and vandalism insurance, worker's compensation, and directors and officer's liability equal to at least the minimum amount specified in Section 5800 (a) (4) of the California Civil Code, or such other types of fidelity bonds, insurance policies, coverage and endorsements as may be required from time to time pursuant to the Article herein entitled "RIGHTS OF MORTGAGEES."

SECTION 3. WAIVER OF CLAIMS AGAINST ASSOCIATION. As to each policy of insurance maintained by the Board of Directors, the Owners hereby waive and release all claims against the Association, the Board of Directors and Declarant, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

SECTION 4. INDIVIDUAL FIRE INSURANCE PROHIBITED AND RIGHTS AND DUTY OF UNIT OWNER TO INSURE. Except as expressly provided in this Section of this Article to the contrary, no Owner will separately insure their Condominium or any part thereof against loss by fire or other casualty covered by any insurance carried by the Association. Each Owner shall have the obligation to provide insurance on their personal property and upon all other property and Improvements within their Condominium as required by the Federal Agencies. Nothing herein shall preclude any Owner from carrying any public liability insurance as they may deem desirable to cover their individual liability for damage to person or property occurring inside their individual Condominium or elsewhere upon the Project. All such other policies as may be carried by Owners shall contain waivers of subrogation of claims against Declarant, the Association, the Board of Directors of the Association, the Officers of the Association and all other Owners. Such other policies shall not adversely affect or diminish any liability under any insurance obtained by the Association, and duplicate copies of such other policies shall be deposited with the Board of Directors. If any loss intended to be covered by insurance carried by the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association, to the extent of such reduction, for application by the Board of Directors to the same purposes as the reduced proceeds are to be applied.

SECTION 5. NOTICE OF TERMINATION OR SUBSTANTIAL CHANGE IN COVERAGE. All of the policies of insurance described herein shall contain a provision that said policy or policies shall not be canceled, reduced or the coverage substantially changed without ten (10) days' prior written notice to the Board of Directors and holders of First Mortgages named in the mortgage clause, and with respect to fidelity bond coverage, to each mortgage servicing contractor acting on behalf of any of the Federal Agencies.

SECTION 6. INSURANCE PREMIUMS. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a common expense to be included in the Regular Assessments levied by the Association, collected from the Owners; and the portion of the Regular Assessment necessary to pay the insurance premiums shall be used solely for the payment of the insurance premiums as such premiums become due.

SECTION 7. TRUSTEE FOR POLICIES. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of each Owner and their Mortgagee under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in the section entitled "Types of Coverage" of this Article shall be paid to the Board of Directors as Trustees. Each Owner hereby appoints the Association, acting through its Board of Directors, as their attorney-in-fact for purposes of acting on behalf of each Owner in any proceedings, negotiations, settlements or agreements regarding insurance matters. The Board of Directors shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in this Declaration. The Board of Directors is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation by First Mortgagees who have filed written requests with the Association that they desire to participate in any such settlements within ten (10) days of receipt of notice of any damage or destruction as provided in Section below entitled "NOTICE OF LOSS OR CONDEMNATION" of the Article entitled "RIGHTS OF MORTGAGEES". Any two officers of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

SECTION 8. ACTIONS AS TRUSTEE. Except as otherwise specifically provided in this Declaration, the Board of Directors, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement or negotiation of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to in a manner satisfactory to seventy-five percent (75%) of the First Mortgagees of Units who have filed requests with the Association that they desire to participate in such decisions. Duplicate originals or certificates of all policies of fire and casualty insurance carried by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all First Mortgagees who have requested the same in writing.

SECTION 9. ANNUAL INSURANCE REVIEW. The Board of Directors shall review the insurance carried by the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to in this Article. The Board of Directors shall obtain a current appraisal of the full replacement value of the buildings and Improvements in the Project without deduction for depreciation, by a qualified independent insurance appraiser, prior to each such annual review.

SECTION 10. REQUIRED WAIVER. All policies of hazard and physical damage insurance shall provide, but only if available at a reasonable cost to the Association as determined by the Board, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

- (a) Any defense based on co-insurance;
- (b) Any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (c) Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured, or the respective agents, contractors and employees of any insured;
- (d) Any right of the insurer to repair, rebuild or replace, and, in the event the building is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured or the fair market value thereof;
- (e) Notice of the assignment of any Owner of its interest in the insurance by virtue of a conveyance of any Condominium;

- (f) Any right to require any assignment of any Mortgage to the insurer;
- (g) Any denial of an Owner's claim because of negligent acts by the Association or other Owners;
- (h) Subrogation of claims against the Owners and tenants of the Owners;
and;
- (i) Prejudice of the insurance by acts or omissions of Owners that are not under the Association's control.

SECTION 11. ANNUAL NOTIFICATION OF INSURANCE. The Board shall prepare and distribute to all Members a summary of the Association's general liability, earthquake and flood and fidelity insurance policies as required by Section 5300 of the California Civil Code which shall be distributed no more than ninety (90) days preceding the beginning of the Association's fiscal year. The Association shall, upon issuance or renewal of insurance, but no less than annually, notify its Members as to the amount and type of insurance carried by the Association, and it shall accompany this notification with statements to the effect that the Association is or is not insured to the levels specified by this Article, and that if not so insured, Owners may be individually liable for the entire amount of a judgment, and if the Association is insured to the levels specified above, then Owners may be individually liable only for their proportional share of Assessments levied to pay the amount of any judgment which exceeds the limits of the Association's insurance.

SECTION 12. REQUIREMENTS OF FEDERAL AGENCIES. Notwithstanding any other provision contained herein, the Association shall obtain and maintain in effect such casualty, flood and liability insurance and fidelity bonds, coverages and endorsements which shall be required for condominium projects as established by Federal Agencies, except to the extent that any such policies, coverages and endorsements are not available or have been waived in writing by any of the Federal Agencies that had imposed the requirements. If the requirements of the Federal Agencies conflict, the more stringent requirements shall be met.

SECTION 13. DECLARANT'S RIGHTS TO REVIEW INSURANCE. For a period of ten (10) years after the Close of Escrow for the sale of the last Unit in the Project covered by a Final Subdivision Public Report or an extended period of time as may be requested in writing by Declarant so long as any claim exists or there is any potential for a claim pursuant to Title 7, the Association's obligations under this Article to provide summaries of insurance, notices of significant changes in coverage and notice if a policy is not renewed to its Members shall also extend to Declarant.

ARTICLE XI

PARTITION

SECTION 1. PARTITION AND SEVERABILITY OF INTERESTS. An action may be brought by one or more Owners of the Condominiums for partition of the Project in which their Condominium is located by sale of the Project as a whole, as if the Owners of all of the Condominiums in such Project were tenants-in-common in the entire Project in the same proportion as their interests in the Common Area; provided, however, that a partition shall be made only upon the showing of the occurrence of any one of the events provided in Section 4610 of the California Civil Code, as the same may be modified, amended or superseded. Nothing herein contained shall prevent the partition or division of interests between joint or common Owners of any Condominium. Notwithstanding anything to the contrary contained in this Declaration, no Condominium in the Project may be partitioned or subdivided without the prior written approval of the First Mortgagee on such Condominium.

SECTION 2. POWER OF ATTORNEY. The Association is hereby granted an irrevocable power of attorney to sell the Project for the benefit of all the Owners thereof when partition of the Owners' interest in said Project may be had pursuant to this Section. The power of attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Area by any two (2) members of the Board who are hereby authorized to record a Certificate of Exercise in the Official Records of the County, which Certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

SECTION 3. DISTRIBUTION OF PROCEEDS. The proceeds from the partition or liquidation of the Project or from the termination of the Project shall be distributed among the Owners and the individual lenders by the Board as their respective interest may appear; provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Condominium is so encumbered. The proportionate interest of the Owners of the respective Condominiums sharing in any such distribution shall be based upon the respective fair market value that each of the Condominiums bears to the total fair market value of all of the Condominiums in the Project sharing in the distribution. The proportionate value of the Owners of the respective Condominiums for purposes of this Section shall be based upon the respective fair market value of each Condominium at the time of partition as determined by the Board based on an appraisal prepared by an appraiser who is an M.A.I. member of the American Institute of Real Estate Appraisers.

SECTION 4. PROHIBITION AGAINST SEVERABILITY. No Owner shall be entitled to sever their Unit from their equal undivided interest in the Common Area nor shall the respective undivided interests established and to be conveyed with each respective Unit be changed. The equal undivided interest or interests in the Common Area and Association Property and the fee title to the respective Units conveyed therewith together with any exclusive easements appurtenant to each Unit shall not be separated, severed or separately conveyed, encumbered or otherwise transferred, and each such equal undivided interest in the Common Area shall conclusively be deemed to be conveyed, transferred or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. It is intended hereby to restrict severability of the various components of a Condominium in the manner provided by Section 4610 of the California Civil Code. Nothing herein contained shall be construed to preclude an Owner of any Unit from creating a co-tenancy in the ownership of a Unit with any other person or persons.

ARTICLE XII
RIGHTS OF MORTGAGEES

SECTION 1. NOTICE TO MORTGAGEES. Any Mortgagee, insurer or guarantor of any Mortgage on a Condominium shall be entitled to receive written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Condominium securing its mortgage;

(b) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Condominium on which it holds the First Mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of First Mortgagees.

Each Owner shall provide to the Association the Mortgagee's name and address as well as the address and/or Unit number of the Unit for which it holds, insures or guarantees the Mortgage.

SECTION 2. ASSESSMENTS ON FORECLOSURE. Any First Mortgagee who comes into possession of any Condominium pursuant to the remedies provided in the Mortgage, or through foreclosure of the Mortgage, shall take title to such Condominium free of any claims for unpaid Assessments or charges against such Condominium which accrued prior to the time the Mortgagee acquired title to the Condominium.

SECTION 3. MATERIAL AMENDMENT TO DECLARATION.

(a) Limitations on Amendments of a Material Nature. Amendments of a material adverse nature to Mortgagees must be approved by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and Mortgagees who represent at least fifty-one percent (51%) of the votes of Condominiums that are subject to Mortgages held by First Mortgagees. A change to any of the provisions of this Declaration governing the following shall be considered as material:

- (1) Voting rights;
- (2) Increases in Assessments that raise the previously assessed amount by more than 25 percent, Assessment liens, or the priority of Assessment liens;
- (3) Reductions in reserves for maintenance, repair and replacement of Common Property;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the Common Area, or rights to use the Association Property;
- (6) Redefinition of any Unit boundaries;
- (7) Convertibility of Units into Common Property or vice versa;

- (8) Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
- (9) Hazard or fidelity insurance requirements;
- (10) Imposition of any restrictions on the leasing of Condominiums;
- (11) Imposition of any restrictions on a Condominium Owner's right to sell or transfer their Condominium;
- (12) A decision by the Association of a condominium project that consists of 50 or more units to establish self-management if professional management had been required previously by this Declaration or by a First Mortgagee;
- (13) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration or otherwise provided by statute;
- (14) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs, or for other reasons, except as otherwise provided by statute; or
- (15) Any provisions that expressly benefit First Mortgagees, insurers or guarantors.

The approval of First Mortgagees representing at least sixty-seven percent (67%) of the votes of the mortgaged Units is required for termination of the legal status of the Project for reasons other than substantial destruction or condemnation of the Project.

When written approval or consent of First Mortgagees is required pursuant to this Section, such approval may be implied when such First Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

(b) Limitations on Actions of Association. Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Property of the Project, unless at least sixty-seven percent (67%) of the First Mortgagees (based on one vote for each First Mortgage owned) or Owners (other than the Declarant) of the individual Condominium Units have given their prior written approval, the Association may not:

- (1) By act or omission seek to abandon or terminate the Condominium status of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (2) Change the pro rata interest or obligations of any Condominium for the purposes of levying Assessments and charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership in the Common Property;
- (3) Partition or subdivide any Condominium or the Common Property of the Project;
- (4) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Association Property of the Project. The granting of easements for public

utilities or for other public purposes consistent with the intended use of the Association Property of the Project shall not be deemed a transfer within the meaning of this provision;

(5) Use hazard insurance proceeds for losses to any portion of the Project (whether to Condominiums or to Association Property) for other than the repair, replacement or reconstruction of such Improvements, except as provided by statute in case of substantial loss to the Units and/or Common Property of the Project;

(6) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Units, the exterior maintenance of the Units, the maintenance of the Common Property, including walks, fences, driveways and landscaping;

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

SECTION 4. ADDITIONAL RIGHTS OF FIRST MORTGAGEES. Any First Mortgagee, or insurer or guarantor of a First Mortgage, will, upon written request, be entitled to: (a) inspect the books and records of the Association during normal business hours; and (b) receive an annual audited financial statement of the Association within one hundred twenty (120) days following the end of any fiscal year of the Association if such financial statement is required of the Association pursuant to the terms of this Declaration or the California Civil Code; and (c) written notice of all meetings of Owners of the Association and be permitted to designate a representative to attend all such meetings.

SECTION 5. RIGHT OF FIRST REFUSAL. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in such Mortgage, or foreclosure of the Mortgage, or deed (assignment) in lieu of foreclosure, shall be exempt from any right of first refusal, and any right of first refusal shall not impair the rights of a First Mortgagee to:

(a) Foreclose or take title to a Condominium pursuant to the remedies provided in the Mortgage, or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by the trustor or mortgagor of the Mortgage, or

(c) Sell or lease a Condominium acquired by the Mortgagee.

SECTION 6. PRIORITY ON DISTRIBUTION OF PROCEEDS. No Owner or any other party shall have priority over any rights of First Mortgagees on individual Condominiums pursuant to their Mortgages in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Condominium and/or Association Property.

SECTION 7. INSURANCE. The Owners and the Association shall procure and maintain fire and liability insurance and such other insurance as may from time to time be required by First Mortgagees on Condominiums within the Project. All such insurance shall contain loss payable clauses naming the Mortgagees which encumber a Condominium by a First Mortgage, as their interests may appear.

SECTION 8. NOTICE OF CONDEMNATION AND DESTRUCTION. The Association shall provide to all First Mortgagees who have requested written notice in writing of any condemnation proceedings or casualty loss affecting a material portion of the Project or the Unit securing the Mortgage. The Association shall also provide to all Mortgagees who have requested in writing a written notice of substantial damage to or destruction of any Condominium or any portion of the Association Property of the Project.

SECTION 9. NOTICE OF LOSS OR CONDEMNATION. The Board, immediately upon having knowledge of any damage or destruction affecting a Unit or a material portion of the Common Property, shall promptly notify all Owners and Mortgagees, insurers and guarantors of first Mortgages on Condominiums in the Project.

SECTION 10. NO OBLIGATION TO CURE DEFAULT. Any First Mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is noncurable or of a type which is not practical or feasible to cure.

SECTION 11. INFORMATION. Any First Mortgagee is authorized to furnish information to the Board of Directors concerning the status of any loan encumbering a Condominium.

SECTION 12. PRIORITY OF MORTGAGE LIEN. No breach of the covenants, conditions or restrictions contained in this Declaration, nor the enforcement of any lien provisions created herein, shall affect, impair, defeat or render invalid the lien of any First Mortgage or first deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Condominium.

SECTION 13. FEDERAL AGENCY INSURANCE REQUIREMENTS. If any loan secured by a Mortgage encumbering a Condominium is owned by a Federal Agency, or their successors or assigns, or is tendered to Federal Agency, or their successors or assigns, for purchase, the Association and the Owners shall obtain and maintain in full force and effect all insurance coverages which may at any time and from time to time be required by said Federal Agency(ies), or their successors or assigns, and shall otherwise comply in all respects with all insurance requirements of the Federal Agency(ies) which may be in effect at any time and from time to time.

SECTION 14. PAYMENT OF TAXES OR PREMIUMS BY FIRST MORTGAGEES. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property, unless such taxes or charges are separately assessed against the Owners, in which case the rights of First Mortgagees shall be governed by the provisions of their Mortgages. First Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Property and the First Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

SECTION 15. CONTRACTS. The Board may enter into such contracts or agreements on behalf the Association as are required in order to satisfy the guidelines of FHA, FHFA, FHLMC, FNMA, GNMA, or VA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of First Mortgages encumbering Condominiums. Each Owner agrees that it will benefit the Association and its Members, as a class of potential borrowers and potential sellers of their Condominiums, if such agencies approve the Project as a qualifying subdivision under their respective policies, rules and regulations. Each Owner authorizes the Owner's Beneficiary to furnish information to the Board concerning the status of any Deed of Trust encumbering a Condominium.

SECTION 16. IMPLIED CONSENT. When written approval or consent of First Mortgagees is required pursuant to the terms of this Article, such approval may be implied when such First Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

SECTION 17. PRIORITY OF THIS ARTICLE. If there is any conflict between any provision of this Article and any other provision in the Governing Documents, the provisions contained in this Article shall control.

ARTICLE XIII

DESTRUCTION OF IMPROVEMENTS

SECTION 1. RESTORATION OF PROJECT. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Project, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to this Declaration shall be used for such purpose, unless otherwise provided herein. The Board of Directors shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. Any reconstruction or repair of a Condominium undertaken pursuant to this Article shall substantially conform to the Condominium Plan and the original construction plans if they are available, and any reconstruction or repair of the Common Property undertaken pursuant to this Article shall substantially conform to the original construction plans, if they are available, unless changes recommended by the Board have been approved in writing by sixty-seven percent (67%) of the voting power of the Association. If the amount available from the proceeds of such insurance policies for such restoration and repair is sufficient to cover at least ninety-five percent (95%) of the estimated cost of such restoration and repair, a Special Assessment shall be levied against each Owner by the Board of Directors to provide the additional funds required to cover such cost of restoration and repair over and above the amount of any insurance proceeds available for such purpose. The Special Assessment to be levied against an Owner for such purpose shall be levied on the basis that the ratio of the square footage of the floor area of the Unit of such Owner bears to the total square footage of floor area of all Units to be assessed. For purposes of this calculation, the square footage of the floor area of Exclusive Use Property, if any, shall be equally apportioned among the Units that share the use thereof. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than ninety-five percent (95%) of the estimated cost of restoration and repair, the Owners entitled to vote at a duly constituted meeting of the Members of the Association shall, by the vote of not less than sixty-seven percent (67%) of the total voting power of the Association, together with the approval of sixty-seven percent (67%) of the First Mortgagees upon Units in the Project, determine whether the Association shall be authorized not to proceed with such restoration and repair. In the event of a determination by the Owners and the First Mortgagees as provided above that the cost of such restoration and repair would be substantial and that it would not be in their best interests to proceed with the same, the Owners may, at their discretion, proceed as provided in Section 2 below.

SECTION 2. SALE OF PROJECT. A certificate of the resolution authorizing such reconstruction shall be filed with the Official Records of the County within six (6) months from the date of such destruction and in the event of a failure to record such certificate within said period, it shall be conclusively presumed that the Owners have determined not to rebuild said Improvements. The insurance proceeds, if any, received by the Association as a result of such destruction shall be distributed among the Owners and the individual lenders by the Board as their respective interest may appear; provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Unit is so encumbered. The proportionate interest of the Owners of the respective Condominiums sharing in any such award shall be based upon the respective fair market value that each of the Condominiums bears to the total fair market value of all of the Condominiums in the Project sharing in the distribution. The proportionate value of the Owners of the respective Condominiums for purposes of this Section shall be based upon the respective fair market value of each Unit at the time of the destruction as determined by the Board based on an appraisal prepared by at least one appraiser who is a M.A.I. member of the American Institute of Real Estate Appraisers. The cost of such appraisal(s) shall be a Special Assessment.

SECTION 3. RIGHT TO PARTITION. No Owner shall have the right to partition of their interest in their Unit and there shall be no judicial partition of the Project, or any part thereof; except that in the event that a certificate of a resolution to rebuild or restore has not been recorded as provided above, within six (6) months from the date of any partial or total destruction, or if restoration has not

actually commenced within said period, and the Owners of at least fifty percent (50%) of the Condominiums in the Project approve the partition, then conditions for partition as set forth in Section 4610 of the California Civil Code shall be deemed to have been satisfied. Nothing herein shall be deemed to prevent the partition of a cotenancy in any Unit. Except as provided above, each Owner and the successors of each Owner, whether by deed, gift, devise, or by operation of law, for their own benefit and for the Units and for the benefits of all other Owners, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common ownership of the Project, and do further covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment.

SECTION 4. INTERIOR DAMAGE. With the exception of any casualty or damage covered by insurance kept by the Association, restoration and repair of any damage to the interior of any individual Unit, including without limitation all fixtures, cabinets and Improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of each Owner of the Unit so damaged. In the event of a determination to rebuild the Project after partial or total destruction, as provided in this Article, such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Design Review Committee, as provided herein.

SECTION 5. NOTICE TO UNIT OWNERS AND FIRST MORTGAGEES. The Board of Directors, immediately upon having knowledge of any damage or destruction that affects a material portion of the Project, or a Unit securing a Mortgage, shall promptly notify all affected Owners, all affected First Mortgagees on Units in the Project, and all other affected Mortgagees who have filed a written request for such notice with the Board of Directors. In the event of a determination to rebuild the Project after partial or total destruction as provided in this Article, the number of Units in the Project as rebuilt may not exceed the number of Units as shown on the Condominium Plan.

SECTION 6. AMENDMENT OF CONDOMINIUM PLAN. In the event that reconstruction is to take place pursuant to this Article, the Board shall have the power to record an amendment to the Condominium Plan so that the Units conform to the Units as designed to be reconstructed; provided, however, the Board shall not file an amendment to the Condominium Plan without the prior authorization of all of the record fee Owners of the portion of the Project described on such Condominium Plan, and by either the trustee or the beneficiary of all of the recorded First Mortgages encumbering any Condominium shown on said Condominium Plan. In the event that the Board, together with said Owners and Mortgagees, if appropriate, decide to record such amendment to the Condominium Plan, all Owners within a Phase of the Project and the First Mortgagees in such Phase of the Project shall execute and acknowledge said amendment so that it will comply with Section 4285 of the California Civil Code or any similar statute then in effect. The Owners and First Mortgagees shall also execute such other documents or take such other actions as required to make such amendment effective.

SECTION 7. DAMAGE FROM WOOD-DESTROYING PESTS. The Association shall be responsible for the repair and maintenance of the Common Property occasioned by the presence of wood-destroying pests or organisms. The costs of temporary relocation during the repair and maintenance of the Common Property shall be borne by the Owner of the Unit being repaired. The Association may cause the temporary, summary removal of any occupant of a Unit for such periods and at such times as may be necessary for prompt, effective treatment of wood-destroying pests or organisms. In the event of such removal, the Association shall give notice as specified in California Civil Code Section 4780, and such notice by the Association shall be deemed complete when given as specified in California Civil Code Section 4785.

ARTICLE XIV

DAMAGE AND CONDEMNATION

SECTION 1. DEFINITION OF TAKING. The term "**Taking**" as used in this Article shall mean condemnation by eminent domain, or by sale under threat thereof, of all or part of the Project.

SECTION 2. REPRESENTATION BY BOARD IN CONDEMNATION PROCEEDING. In the event of a Taking, the Board shall, subject to the right of all First Mortgagees who have requested the right to join the Board in the proceedings, represent all of the Members in an action to recover all awards. No Member shall challenge the good faith exercise of the discretion of the Board in fulfilling its duties under this Article. The Board is further empowered, subject to the limitations herein, as the sole representative of the Members, in all aspects of condemnation proceedings not specifically covered herein. In furtherance thereof, each Owner hereby appoints the Association, acting through its Board of Directors, as their attorney-in-fact for purposes of acting on behalf of each Owner in any proceedings, negotiations, settlements or agreements regarding condemnation matters.

SECTION 3. AWARD FOR CONDOMINIUM. In the event of a Taking of Condominiums, the Board shall distribute the award forthcoming from the Taking authority according to the provisions of this Section after deducting therefrom fees and expenses related to the condemnation proceeding including, without limitation, fees for attorneys and appraisers and court costs. In the event that the Taking is by judgment of condemnation and said judgment apportions the award among the Owners and their respective First Mortgagees, the Board shall distribute the amount remaining after such deductions among such Owners and First Mortgagees on the allocation basis set forth in such judgment. In the event that the Taking is by sale under threat of condemnation, or if the judgment of condemnation fails to apportion the award, the Board shall distribute the award among the Owners based upon the proportionate fair market value that each of the Condominiums bears to the total fair market value of all of the Condominiums in the Project. The value of the respective Condominiums for purposes of this Section shall be based upon the relative estimated value of each Unit as determined by the Board based on an appraisal prepared by an appraiser who is a M.A.I. member of the American Institute of Real Estate Appraisers. Nothing contained herein shall entitle an Owner to priority over the First Mortgagee on their Condominium as to the portion of the condemnation award allocated to their Condominium. In no event shall any portion of such award be distributed by the Board to an Owner and/or the First Mortgagee on their Condominium in a total amount greater than the portion allocated hereunder to such Condominium.

SECTION 4. TAKING OF ASSOCIATION PROPERTY. In the event of a threatened Taking of all or any portion of the Association Property or the improvements thereon, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Owners in connection with the Taking of the Association Property. The Board shall act in its sole discretion with respect to any awards being made in connection with the Taking and shall be entitled to make a voluntary sale to the condemning agency in lieu of engaging in a condemnation action. A condemnation award affecting all or any portion of the Association Property shall be remitted to the general fund of the Association. In the event of a Taking of less than all of the Association Property, the rules as to restoration and replacement of the Association Property and the improvements thereon shall apply as in the case of destruction of improvements upon the Association Property. In the event of a total Taking, the Board may in its sole discretion retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the affected Owners. The rights of an Owner and the Mortgagee of a Mortgage on their Condominium as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Condominium.

SECTION 5. INVERSE CONDEMNATION. The Board is authorized to bring an action in inverse condemnation. In such event, the provisions of this Article shall apply with equal force.

SECTION 6. REVIVAL OF RIGHT TO PARTITION. Upon a Taking which renders more than fifty percent (50%) of the Condominiums in any Project incapable of being restored to at least ninety-five percent (95%) of their floor area and substantially their condition prior to the Taking, the right of any Owner within such Project to partition through legal action as described in the Article hereof entitled "Partition" shall forthwith revive. The determination as to whether Condominiums partially taken are capable of being so restored shall be made by the Board, whose decision shall be final and binding on all Owners and First Mortgagees.

SECTION 7. AWARDS FOR MEMBERS' PERSONAL PROPERTY AND RELOCATION ALLOWANCES. Where all or part of the Project is taken, each Member shall have the exclusive right to claim all of the award made for their personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation. Notwithstanding the foregoing provisions, the Board shall represent each Member in an action to recover all awards with respect to such portion, if any, of Members' personal property as is at the time of any Taking, as a matter of law, part of the real estate comprising any Condominium, and shall allocate to such Member so much of any awards as is attributable in the Taking proceedings, or failing such attribution, attributable by the Board to such portion of Members' personal property.

SECTION 8. NOTICE TO MEMBERS. The Board, immediately upon having knowledge of any Taking or threat thereof with respect to the Project, or any portion thereof, shall promptly notify all Members.

SECTION 9. CHANGE OF CONDOMINIUM INTEREST. In the event of a Taking, the Board may amend the Condominium Plan to reflect the change in the Project affected by a Taking. In the event that the Board decides to record such amendment to the Condominium Plan, all Owners within such Phase or Phases of the Project and the record holders of all security interests in such Phase or Phases of the Project shall execute and acknowledge said amendment so that it will comply with Section 4285 of the California Civil Code or any similar statute then in effect. Said Owners and First Mortgagees shall also execute such other documents or take such other actions as required to make such amendment effective. The Board shall cause a notice of change in the Condominium Plan to be sent to each Owner and First Mortgagee in the affected Phase or Phases of the Project within ten (10) days of the filing of such amendments in the Official Records of the County.

ARTICLE XV

ANNEXATION

SECTION 1. SUPPLEMENTAL DECLARATION. Additional real property may be annexed to the Project and brought within the general plan of this Declaration ("**Added Territory**"). Notwithstanding anything to the contrary as may be contained herein, any annexation pursuant to the provisions of this Article shall encumber additional Properties upon the recordation of a Supplemental Declaration in accordance with the provisions of this Declaration; provided, however, the powers, duties, obligations and other covenants, conditions and restrictions as set forth herein or in such Supplemental Declaration shall not commence or be effective upon such Added Territory until the commencement of Assessments for such Added Territory pursuant to the provisions of this Declaration or until commencement of the Association obligations pertaining to the Added Territory, whichever shall first occur. Subsequently all Owners of Units within a Phase of the Project shall have an equal and reciprocal easement rights to the use of all of the Common Property of the Project for which Association obligations have commenced. Nothing herein shall obligate Declarant to annex to the Project all or any portion of the Annexable Area hereto and any decision to effect such annexation shall be in the sole discretion of Declarant.

SECTION 2. CONTENT OF THE SUPPLEMENTAL DECLARATION. Such Supplemental Declarations may contain such complementary additions or modifications of the covenants, conditions, restrictions and land classifications to reflect the different character, if any, of the Added Territory and as are consistent with the general plan of this Declaration. In no event, however, shall any such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the existing Project, except as hereinafter otherwise provided. Upon the recording of the Supplemental Declaration, the Added Territory shall become subject to this Declaration and the powers and jurisdiction of the Association, and thereafter all of the Owners of Units in such Added Territory shall be Members of the Association.

SECTION 3. ANNEXATION WITHOUT CONSENT. If, at any time, the Declarant should develop additional lands within the Annexable Area, such additional lands may be annexed to the Project (without the approval of the Members) and be made subject to the Declaration and thereby become subject to the jurisdiction of the Association; provided, however, that the development of the additional lands described in this Section shall be in accordance with the general plan of this Declaration. Detailed plans for the development of additional lands must be submitted to the Bureau of Real Estate prior to such development of additional lands. If the Bureau of Real Estate determines that such detailed plans are not in accordance with the general plan on file and such agency so advises the Association and the Declarant, the annexation of the additional lands must be brought within the general plan of this Declaration in accordance with Section 4 below.

SECTION 4. OTHER ADDITIONS. Additional real property may be annexed to the Project and brought within the general plan of this Declaration with the written consent of at least 66-2/3% of the total voting power of the Association other than the Declarant unless the proposed annexation is in substantial conformance with a detailed plan submitted to the Bureau of Real Estate with the application for a Public Report for Phase 1 of the Properties as set forth in Section 3 above.

SECTION 5. DEANNEXATION BY DECLARANT. Declarant may delete all or any portion of a Phase of the Project annexed to the Project from coverage of this Declaration as long as Declarant is the Owner of all of the real property within such Phase or portion of a Phase of the Project, and provided that (a) a Notice of Deletion of Territory or Termination of Supplemental Declaration is recorded in the Official Records of the County in the same manner as the applicable Supplemental Declaration was recorded as to such Phase of the Project; (b) Declarant has not exercised any Association vote with respect to any portion of such Phase of the Project; (c) Assessments have not yet commenced with respect to any portion of such Phase of the Project; (d) no escrow has closed for the

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sale of any Unit requiring the delivery of a Final Subdivision Public Report in such Phase of the Project; and (e) the Association has not made any expenditures or incurred any obligations with respect to any portion of such Phase of the Project.

ARTICLE XVI

ASSOCIATION RECORDS

SECTION 1. TYPES OF ACCOUNTS. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a responsible financial institution, which accounts shall be clearly designated as (i) the current operating account and (ii) the reserve account. The Board shall deposit those portions of the Assessments collected for current maintenance and operation into the current operating account and shall deposit those portions of the Assessments collected as reserves for replacement and deferred maintenance of major components which the Association is obligated to maintain into the reserve account.

(a) Reserve Account. Withdrawal of funds from the reserve account shall require the signatures of either two (2) Directors or one (1) Director and one (1) officer of the Association who is not a Director. The Association may expend funds from the reserve account only for the purposes set forth in Section 5510(b) of the California Civil Code.

(b) Current Operating Account. All other costs properly payable by the Association shall be paid from the current operating account.

SECTION 2. BUDGETS AND ASSOCIATION RECORDS. The Board of Directors of the Association shall annually prepare, adopt and distribute a Budget and Association Records in accordance with the requirements of Sections 5605 and 5300 et seq. of the California Civil Code to (a) all Members of the Association as provided herein regardless of the number of Members or the amount of assets of the Association, and (b) Declarant for a period terminating ten (10) years after the closing of the final sale escrow for a Unit in the Project or an extended period of time as may be requested in writing by Declarant so long as any claim exists or there is any potential for a claim pursuant to Title 7.

SECTION 3. ANNUAL REPORT. The Board shall annually prepare and distribute an annual report in accordance with the requirements of Section 5300 et seq. of the California Civil Code.

SECTION 4. ASSESSMENTS AND FORECLOSURE. During the ninety (90) day period preceding the beginning of each Association fiscal year, the Association shall prepare and distribute the following notices to Owners by first-class mail:

(a) The notice required by Section 5730 of the California Civil Code;

(b) The statement of the Association's policies and practices in enforcing its remedies against Members for defaults in the payment of Regular and Special Assessments, including the recording and foreclosing of liens against Units required by Section 5710 of the California Civil Code; and

(c) Notice of any increase in Regular Assessments or the levy of any Special Assessments in accordance with the provisions of California Civil Code Section 5615.

SECTION 5. QUARTERLY RECONCILIATION. If then required by Section 5500 of the California Civil Code, the Board shall:

(a) Cause a current reconciliation of the Association's operating accounts to be made and review the same on at least a quarterly basis;

(b) Cause a current reconciliation of the Association's reserve accounts to be made and review the same on at least a quarterly basis;

(c) Review, on at least a quarterly basis, the current year's actual reserve revenues and expenses compared to the current year's Budget;

(d) Review the most current account statements prepared by the financial institutions where the Association has its operating and reserve accounts; and

(e) Review an income and expense statement for the Association's operating and reserve accounts on at least a quarterly basis.

SECTION 6. RESERVE ACCOUNT STUDY. The Board shall (i) cause a study of the reserve account to be conducted, (ii) review the study annually and (iii) consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review in compliance with the provisions of California Civil Code Sections 5300 and 5550.

SECTION 7. ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY. All disclosures relating to the Association or a Unit shall be summarized on a form in accordance with the provisions of California Civil Code Section 5570. Such form shall accompany each Budget or summary thereof delivered pursuant to the section above entitled "Budgets and Association Records".

(a) The form may be supplemented or modified to clarify the information, so long as the minimum information is provided for as set forth in subdivision (a) of California Civil Code Section 5570.

(b) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund reserves in accordance with this calculation.

SECTION 8. STATEMENT OF OUTSTANDING CHARGES. Within ten (10) days of a written request by an Owner, the Association shall provide a written statement to the Owner which sets forth all information required by California Civil Code Section 4530. A charge for the statement may be made by the Association, not to exceed the reasonable costs of preparation and reproduction of the statement.

SECTION 9. SCHEDULE OF MONETARY PENALTIES. If the Board adopts a policy imposing any monetary penalty on or charging any fee to any Owner for a violation of the Governing Documents by that Owner or that Owner's Invitee, the Board shall adopt a schedule of the monetary penalties that may be assessed for those violations. The penalties must be consistent with the Governing Documents. A copy of the schedule shall be personally delivered or mailed by first-class mail, postage prepaid, to each Owner by the Board. Each time the schedule is modified, the Board shall again deliver a copy to each Owner, either personally or by first-class mail, postage prepaid.

SECTION 10. DELIVERY OF ASSOCIATION RECORDS BY THE ASSOCIATION. Any document required by the terms of this Declaration, or the California Civil Code, to be delivered by the Association to an Owner shall be delivered pursuant to California Civil Code Sections 4040, 4045, 4050, 4055 and 5200 et seq.. The Association may charge the requesting Member for the direct and actual costs of copying and mailing such Association Records in the amounts provided for in Section 5205(f) and (g) of the California Civil Code.

ARTICLE XVII

ENFORCEMENT

SECTION 1. NOTICE TO MEMBERS PRIOR TO FILING CIVIL ACTION. In compliance with California Civil Code Section 6150, not later than thirty (30) days prior to the filing of any civil action by the Association against the Declarant or other developer of the Properties for alleged damage to Common Property or alleged damage to a Unit that arises out of, or is integrally related to damage to the Common Property that the Association is obligated to maintain or repair, the Board shall provide written notice to each Member who appears on the records of the Association at the time notice is given, specifying (a) that a meeting of Members will be held to discuss problems that may lead to the filing of a civil action, (b) the options, including civil actions, that are available to address the problems, and (c) the time and place of the meeting. Notwithstanding the foregoing, if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action, the Association may give the foregoing notice not later than thirty (30) days after the filing of the action.

SECTION 2. DISPUTES INVOLVING DECLARANT. Any claims of construction defects within the Project as well as controversies, breaches, issues or disputes as further defined in the Dispute Resolution Declaration (each a "**Dispute**") between or among Declarant, or any director, officer, partner, attorney, member, employee or agent of Declarant, or any contractor, subcontractor, design professional, engineer or supplier who provided labor, services or materials to the Project (collectively, the "**Declarant Parties**") and/or any Owner and/or the Association regarding any matters that arise from or are in any way related to the Project, the Dispute Resolution Declaration, the sale of the Properties by Declarant, or any other agreements between the Declarant Parties and/or an Owner and/or the Association, whether such Dispute is based on contract, tort, or statute shall be resolved in accordance with the provisions of the applicable Dispute Resolution Declaration. The right to inspect and take corrective action granted in the Dispute Resolution Declaration is in addition to the rights granted in California Civil Code Section 6000 et seq. (the "**Calderon Act**").

SECTION 3. NO ENHANCED PROTECTION AGREEMENT. No provisions of this Declaration and any Supplemental Declaration recorded to annex property pursuant to the Article of this Declaration entitled "ANNEXATION" are intended, or shall be interpreted, to be an "enhanced protection agreement" as defined in Section 901 of Title 7.

SECTION 4. ENFORCEMENT OF NONPAYMENT OF ASSESSMENTS. Each Owner of any Unit shall be deemed to covenant and agree to pay to the Association each and every Assessment provided for in this Declaration; and agrees to the enforcement of all such Assessments in the manner herein specified.

(a) **Exceptions.** Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, in the event the Association imposes a Reimbursement Assessment as a monetary penalty for failure of an Owner to comply with the terms of the Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Association Property for which the Owner or Owner's Invitee was allegedly responsible, such Assessment, late charges, interest or any costs in connection with the collection of such Assessment, shall not be characterized or treated as an Assessment which may become a lien against an Owner's Unit enforceable in the manner provided under Sections 2924, 2924(b), and 2924(c) of the California Civil Code.

(b) **Late Charges and Interest on Delinquent Assessments.** Assessments are delinquent if not paid within fifteen (15) days after the due date established by the Association. Assessments not paid within thirty (30) days after the due date, plus all reasonable costs of collection (including attorneys' fees as set forth below) and late charges bear interest at the maximum rate permitted by law commencing thirty (30) days after the due date until paid. The Association may also

require the delinquent Owner to pay a late charge in accordance with California Civil Code Section 5650(b)(2).

(c) Attorneys Fees. In the event an attorney or attorneys are employed for collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner.

(d) Enforcement Procedures. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the Assessments provided for in this Declaration, and each of them, in any manner provided by Sections 5700, 5705, 5715 and 5720 of the California Civil Code:

(1) Enforcement by Alternative Dispute Resolution. An Owner may dispute the Assessments if such Owner pays in full (a) the amount of the Assessment in dispute, (b) any late charges, (c) any interest, and (d) all reasonable fees and costs associated with preparing and filing a Notice of Delinquent Assessment ("**Notice of Delinquent Assessment**") as required by and in compliance with the provisions of Section 5675 of the California Civil Code. On receipt of written notice, the Association shall inform the Owner in writing that the dispute may be resolved through alternative dispute resolution "meet and confer" program as established in California Civil Code Sections 5900 et seq. and/or alternative dispute resolution with a neutral third party established by Section 5925 et seq., as prescribed by 5905 of the California Civil Code. Enforcement by alternative dispute resolution to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the Assessment lien.

(2) Enforcement by Lien. Prior to recording a lien against an Owner's Unit for failure to pay Assessments, the Association shall prepare and serve the Notice of Delinquent Assessment. The Association shall not foreclose on such Owner's Unit if the amount of such delinquent assessment is less than the amount or time period prescribed in Section 5720 of the California Civil Code. The Board, through a majority vote of the Board of Directors may commence and prosecute proceedings to establish and/or foreclose Assessment liens in accordance with the provisions of Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the CID Act and the following provisions:

(A) Satisfaction of Lien. Pursuant to Section 5665 of the California Civil Code any payments made by the Owner of a Unit toward the debt set forth, as required in this Article, shall first be applied to the Assessments owed, and, only after the Assessments owed are paid in full shall the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest. Within twenty-one (21) days of payment or other satisfaction of a delinquent Assessment for which a Notice of Delinquent Assessment was recorded pursuant to California Civil Code Section 5685, the Association shall record a certificate stating the satisfaction and release of the Assessment lien.

(B) Priority of Lien. A lien created pursuant to this Section shall be prior to all other liens recorded subsequent to the Notice of Delinquent Assessment, except that this Declaration may provide for the subordination thereof to any other liens and encumbrances. Mortgages recorded before a Notice of Delinquent Assessment have lien priority over the Notice of Delinquent Assessment. Sale or transfer of any Unit shall not affect any Assessment lien, except that the sale or transfer of any Unit pursuant to a judicial or nonjudicial foreclosure of a First Mortgage extinguishes any Assessment lien which has attached and become effective prior to the time of such sale or transfer. No sale or transfer relieves such Unit from liens for any Assessments thereafter becoming due. No person who obtains title to a Unit pursuant to a judicial or nonjudicial foreclosure of the first Mortgage is liable for the share of the Assessments chargeable to such Unit which became due before the acquisition of title to the Unit by such person. Such unpaid share of the Assessment shall be collectible from all Owners including such person.

SECTION 5. ENFORCEMENT OF GOVERNING DOCUMENTS. The Association, or any Owner or the successor in interest of an Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents, and any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations contained in the Governing Documents and the right to recover damages or other dues for such violation. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(a) Disputes by Members. Prior to filing an Enforcement Action (as such term is defined in California Civil Code 5925) by a Member solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages, related to the enforcement of the Governing Documents, the Members shall be required to comply with Chapter 10, Article 3 of the CID Act commencing with Civil Code Section 5925, if applicable. Failure of a Member to comply with the alternative dispute resolution requirements of California Civil Code Section 5930 may result in the loss of the Member's right to sue the Association or another Member regarding enforcement of the Governing Documents or the applicable law.

(b) Disputes by Association and Members. Prior to filing a civil action by either the Association or by a Member solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages, (other than for nonpayment of Assessments), related to the any of the following matters (1) enforcement of the Governing Documents; (2) damage to the Association property; (3) damage to a separate interest that arises out of, or is integrally related to, damage to the Association Property or a separate interest that the Association is obligated to maintain or repair; the Association shall be required to perform any act reasonably necessary to resolve any civil claim or action through alternative dispute resolution proceedings such as mediation, binding arbitration, or non-binding arbitration proceedings. Any dispute resolution procedure imposed by the Association shall satisfy the requirements of Sections 5900, 5905 and 5910 of the California Civil Code. In the event the Association does not comply with the minimum requirements of a fair, reasonable and expeditious dispute resolution procedure, the Association or any Member may invoke the procedures provided for in California Civil Code Section 5915. The Board may impose any of the remedies provided for in the Bylaws.

(c) Notice Requirements. Members of the Association shall annually be provided a summary of the provisions of Section 5900 et seq. of the California Civil Code which specifically references the provisions of Section 5965 of the California Civil Code. The summary shall be provided either at the time the Budget required by Section 5300 is distributed or in the manner specified in Section 5016 of the Corporations Code. The summary shall include a description of the Association's internal dispute resolution procedure, as required by Section 5920.

(d) Civil Action. A civil action to enforce the Governing Documents shall comply with Chapter 10, Article 4 of the CID Act.

(e) Attorneys' Fees. In any action to enforce the terms of the Governing Documents, the prevailing party shall be awarded reasonable attorneys' fees and costs. Upon motion by any party for attorney's fees and costs as the prevailing party, the court, in determining the amount of the award, may consider a party's refusal to participate in alternative dispute resolution prior to the filing of the action.

SECTION 6. ENFORCEMENT OF BONDED OBLIGATIONS. In the event that the Improvements to the Association Property have not been completed prior to the issuance of a Final Subdivision Public Report to which the Association is subject and the Association is the obligee under a bond or other arrangement ("**Bond**") to secure performance of the commitment of Declarant to complete such Improvements, the following provisions shall apply:

(a) Improvements Complete. If all Improvements in the planned construction statement appended to the Bond ("**Bonded Improvements**") are covered by one or more recorded notices of completion, the Board shall execute whatever documents are required by the surety to release the Bond.

(b) Improvements Not Complete. If a Notice of Completion as defined in California Civil Code Section 8182 has not been filed within sixty (60) days after the completion date specified for that Bonded Improvement(s), the Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond. If the Association has given an extension in writing for the completion of any Association Property Improvements, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of such extension.

(c) Action By Members. In the event that the Board determines not to act or fails to initiate action to enforce the obligations under the Bond, a special meeting of the Members for the purpose of voting to override such decision or such failure to act by the Board may be held. Such meeting shall be called according to the provisions of the Bylaws dealing with meetings of the Members, but in any event such meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting, signed by Members representing five percent (5%) or more of the total voting power of the Association. The only Members entitled to vote at such meeting shall be the Owners other than Declarant. A vote at such meeting of a majority of the voting power of such Members, other than Declarant, to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement such decision by initiating and pursuing appropriate action in the name of the Association.

(d) Creation of Easements. In the event Declarant has completed the Bonded Improvements and as provided in subsection (a) above the Bond is thereafter exonerated, but fee title to the property has not yet been conveyed to the Association, then Declarant hereby creates for the benefit of the Association easements for access as may be necessary for the continued use, maintenance, repair and replacement of the Bonded Improvements to be effective concurrently with the exoneration of the Bond. Provided however, in the event the Association has enforced the bonded obligations of Declarant as provided hereinabove, Declarant hereby creates for the benefit of the Association easements for access as may be necessary for use, construction, completion, maintenance, repair and replacement of the Bonded Improvements to be effective on the date the Association is awarded funds under said Bond to complete the Bonded Improvements. Commencing on the effective date of the easements as set forth herein, the Bonded Improvements and the easement created by this Section shall be deemed "Association Property" and shall be subject to the provisions of this Declaration governing Association Property.:

SECTION 7. OTHER DISPUTES. Any other disputes arising under this Declaration, or otherwise, between the Association or any Owner and Declarant or any Declarant Party not otherwise addressed herein shall be resolved in accordance with the alternate dispute resolution procedures set forth in the below entitled "ALTERNATE DISPUTE RESOLUTION PROCEDURES."

SECTION 8. ALTERNATE DISPUTE RESOLUTION PROCEDURES. To the extent that any state or local law, ordinance, or judicial rule or any provision of the Dispute Resolution Declaration is inconsistent with any provision of this Section under which an arbitration proceeding shall be conducted, the provisions of such law, ordinance, judicial rule or Dispute Resolution Declaration shall control to the extent of the conflict.

(a) Procedures for resolution of a dispute of claim between the Owners or the Association and Declarant Parties shall, at a minimum, provide that the dispute or claim resolution process, proceeding, hearing or trial to be conducted in accordance with the following rules:

(b) For the Declarant to advance the fees necessary to initiate the dispute or claim resolution process, with the costs and fees, including ongoing costs and fees, if any, to be paid as

agreed by the parties and if they can't agree then the costs and fees are to be paid as determined by the person or persons presiding at the dispute or claim resolution proceeding or hearing.

(c) For a neutral or impartial person(s) to administer and preside over the claim or dispute resolution process.

(d) For the appointment, or selection, as designation, or assignment of the person(s) to administer and preside over the claim or dispute resolution process within a specific period of time, which in no event shall be more than sixty (60) days from initiation of the claim or dispute resolution process or hearing. The person(s) appointed, selected, designated or assigned to preside may be challenged for bias.

(e) For the venue of the claim or dispute resolution process to be in the County where the subdivision is located unless the parties agree to some other location.

(f) For the prompt and timely commencement of the claim or dispute resolution process. When the contract provisions provide for a specific type of claim or dispute resolution process, the process shall be deemed to be promptly and timely commenced if it is to be commenced in accordance with the rules applicable to that process, or if the rules don't specify a date by which the proceeding or hearing must commence, then to a date agreed upon by the parties, and if they cannot agree, a date determined by the person(s) presiding over the dispute resolution process.

(g) For the claim or dispute resolution process to be conducted in accordance with rules and procedures that are reasonable and fair to the parties.

(h) For the prompt and timely conclusion of the claim or dispute resolution process, including the issuance of any decision or ruling following the proceeding or hearing.

(i) For the person(s) presiding at the claim or dispute resolution process to be authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of the proceeding or hearing. The parties may authorize the limitation or prohibition of punitive damages.

(j) If the claim or dispute resolution process provides or allows for a judicial remedy in accordance with the laws of California, it shall be presumed that the proceeding or hearing satisfies the provisions of subsection (a) above.

SECTION 9. ENFORCEMENT BY CITY. The City is included as a party to this Declaration for enforcement purposes of those provisions herein in which the City has an interest, however, the City shall not be obligated to enforce the provisions of this Declaration. The City shall have the right to enforce, the restrictions, conditions, covenants, reservations, liens and assessments, now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any Owner, or the City to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any persons or entities enforcing the provisions of this Declaration shall be entitled to collect their costs and attorneys' fees in the event a court of law determines that there has been a violation thereof. The City has a right of action against the Association for the Association's failure to comply with or enforce this Declaration. Each remedy provided for in this Declaration is cumulative and not exclusive or exhaustive.

The City shall have the right to enter and perform any necessary maintenance required in accordance with this Declaration in the event the Association fails to perform its duties and obligations hereunder. In the event the City must perform any such maintenance, the City shall be entitled to reimbursement from the Association and/or the Owners and each of them, for any and all maintenance work performed.

SECTION 10. MISCELLANEOUS. Nothing in the Article shall constitute a waiver of any of the benefits of statute of limitations or equitable defense of any party.

ARTICLE XVIII

AMENDMENT AND TERM

SECTION 1. TERM OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from its date of recordation, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Condominiums has been recorded agreeing to terminate said covenants, conditions and restrictions in whole or in part.

SECTION 2. AMENDMENTS PRIOR TO THE CLOSE OF FIRST SALE. Before the close of the first sale of a Unit to a purchaser under the authority of a Final Subdivision Public Report, this Declaration and any amendments to it may be amended or revoked by the execution by Declarant and any Mortgagee of record amending or revoking this Declaration or any Supplemental Declaration.

SECTION 3. AMENDMENTS AFTER THE CLOSE OF FIRST SALE.

(a) Authorized Amendments. Notwithstanding any of the provisions of this Declaration, so long as Declarant owns any portion of the Project, Declarant may unilaterally amend this Declaration by recording a written instrument signed by Declarant in order to (a) conform this Declaration to the requirements of the City, County, State or Federal laws, or any other governmental authority, (b) amend or supplement this Declaration with provisions which pertain to the rights and obligations of Declarant or Owners arising under Section 895 through 945.5 of the California Civil Code, (c) amend or supplement provisions or exhibits necessary to conform to "as-built" conditions, (d) amend, terminate or add to any portions of the disclosures set forth in the Article entitled "DISCLOSURES" , but without the obligation to do so, and (e) correct any typographical error or (f) change any exhibit or any portion of an exhibit depicting property that is not a part of a Phase for which Assessments have commenced.

(b) Amendments per Civil Code §4235 - Correction of Cross-Referencing in Documents.

(1) Notwithstanding any other provision of law or provision of the Governing Documents, if these Governing Documents include a reference to a provision of the Davis-Stirling Common Interest Development Act that was repealed and continued in a new provision, the Board may amend the Governing Documents, solely to correct the cross-reference, by adopting a board resolution that shows the correction. Member approval is not required in order to adopt a resolution pursuant to Civil Code Section 4235.

(2) Should this Declaration be corrected under this Civil Code Section 4235 it may be restated in corrected form and recorded, provided that a copy of the Board resolution authorizing the corrections is recorded along with the restated declaration

(c) Vote To Amend. Unless amended pursuant to subsection (a) above, this Declaration may be amended only by the affirmative assent or vote of both (a) sixty-seven percent (67%) of the voting power of the Association, including the voting power of the Declarant, and (b) sixty-seven percent (67%) of the voting power of Members other than Declarant; provided, however, that the percentage of voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause; provided further, if Class B voting is still in effect this Declaration may not be amended without the vote or written assent of sixty-seven percent (67%) of the total voting power of each class of Members. Any amendment to this

Declaration shall be held by secret ballot in accordance with the procedures set forth in Section 5115 of the California Civil Code. This amendment provision shall not be amended to allow amendments by the assent or vote of less than the prescribed percentage of voting power required for amendments hereof; provided, however, that in compliance with California Civil Code Section 4275, the Board of Directors of the Association or any Owner of a Unit may petition the Superior Court of such County for an order reducing the percentage of the affirmative votes necessary for such amendment. An amendment or modification shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and recorded in the Official Records of the County. Any amendment pursuant to this Section is subject to the provisions of the Article of this Declaration entitled "RIGHTS OF MORTGAGEES."

(d) Amendment of Condominium Plan. In the event that the Board, together with said Owners and Mortgagees, if appropriate, decide to record such amendment to the Condominium Plan, all Owners within a Phase of the Project and the First Mortgagees in such Phase of the Project shall execute and acknowledge such amendment so that it will comply with Section 4285 of the California Civil Code or any similar statute then in effect. The Owners and First Mortgagees shall also execute such other documents or take such other actions as required to make such amendment effective.

SECTION 4. AMENDMENT TO CONVEY ASSOCIATION PROPERTY. This Declaration may be amended to grant exclusive use of the Association Property to any Member upon the assent of sixty-seven percent (67%) of the voting power of the Members, unless the requirement for such vote is otherwise exempt as provided for in Section 4600 of the California Civil Code.

SECTION 5. AMENDMENT REGARDING INITIATION OF DISPUTES. Notwithstanding anything to the contrary contained in the Governing Documents, until ninety (90) days after the tenth anniversary of the last sale of a Condominium within the Project no provision of the Governing Documents pertaining to maintenance requirements pursuant to the Maintenance Manual or the duties and powers of the Association or the Owners relating to Disputes with Declarant Parties, shall be amended without consent of the Declarant.

ARTICLE XIX
GENERAL CONDITIONS

SECTION 1. STATUTORY REFERENCES. Any reference to a specific statute or law in this Declaration shall be deemed to include a reference to any successor statutes and/or regulations which may be adopted or applied to implement such statute or law.

SECTION 2. NOTICES. Except as otherwise provided in this Declaration, notice to be given to an Owner must be in writing and may be delivered personally to the Owner. Personal delivery of such notice to one or more co-Owners, or any general partner of a partnership owning a Unit, constitutes delivery to all Owners. Personal delivery of such notice to any officer or agent for the service of process on a corporation or limited liability company constitutes delivery to the corporation or limited liability company. Such notice may also be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, then to the street address of such Owner's Unit. Such notice is deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within the County and shall be deemed delivered forty-eight (48) hours after such deposit.

SECTION 3. CITY NOTIFICATION OF BOARD MEMBER. The Association shall file with the City the most current name, address, phone number and other contact information as may be required of at least one (1) member of the Board.

SECTION 4. SEVERABILITY OF COVENANTS. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. NUISANCE. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Design Review Committee, the Association, or any other Owner in the Project. Such remedy shall be deemed cumulative and not exclusive.

SECTION 6. ATTORNEYS' FEES. In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing parties shall be entitled, in addition to all expenses, costs and damages, to reasonable attorneys' fees, whether or not such controversy or claim is litigated and prosecuted to judgment.

SECTION 7. GOVERNING DOCUMENTS CONFLICTS. In case of any conflict between provisions of any of the Governing Documents with the provisions of another Governing Documents, the order of superiority of such documents shall be (1) Declaration, (2) Articles, (3) Bylaws, (4) Design Review Standards, and (5) Association Rules, and the provisions of any such documents shall be superseded by the provisions of the documents shown to be the superior to such document to the extent of such conflict.

SECTION 8. CONSTRUCTION OF DECLARATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a Condominium residential Project and for the maintenance of the Project recreational

facilities and Common Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

SECTION 9. NONLIABILITY OF OFFICIALS. To the fullest extent permitted by law, neither the Board, the Design Review Committee, any other committees of the Association or any member of such Board or committee shall be liable to any Member of the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

SECTION 10. COMMON PLAN DECLARATION. The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the Condominiums for the benefit of all Owners of Condominiums therein. By acceptance of a deed or by acquiring any ownership interest in any Condominium subject to this Declaration, each person or entity, for themselves, their heirs, personal representatives, successors, transferees and assigns, agrees to be subject to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Project covered hereby, and hereby evidences their intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, executed this Declaration the day and year first above written.

Upland Central, LLC,
a California limited liability company

By: MBK Homes Southern California, Ltd.,
a California limited partnership, Its Sole Member
By: MBK Southern California Residential, Inc.,
a California corporation, Its General
Partner

By: 
Timothy A. Kane, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

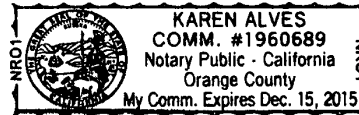
On May 20, 2015, before me, Karen Alves,
(insert name and title of the officer)

Notary Public, personally appeared Timothy A. Kane, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Karen Alves



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

1425771.6
5/20/2015

EXHIBIT WQMP
WATER QUALITY MANAGEMENT PLAN

EXHIBIT WQMP

Final Water Quality Management Plan

For:

Tentative Tract Map 18951

Prepared for:

**Westminster Development
9665 Wilshire Blvd., Suite M-10
Beverly Hills, CA 90212
(858) 926-6487**

Prepared by:

**RBF Consulting
17425 Alton Parkway
Irvine, CA 92618
(949) 472-3505**

Approval Date: _____

Project Owner's Certification

This Water Quality Management Plan (WQMP) has been prepared for Central Eleven, LLC by RBF Consulting. The WQMP is intended to comply with the requirements of the County of San Bernardino and the NPDES-Areawide Stormwater Program requiring the preparation of a WQMP. The undersigned, while it owns the subject property, is responsible for the implementation of the provisions of this plan and will ensure that this plan is amended as appropriate to reflect up-to-date conditions on the site consistent with San Bernardino County's Municipal Storm Water Management Program and the intent of the NPDES Permit for San Bernardino County and the incorporated cities of San Bernardino County within the Santa Ana Region. Once the undersigned transfers its interest in the property, its successors in interest and the city/county shall be notified of the transfer. The new owner will be informed of its responsibility under this WQMP. A copy of the approved WQMP shall be available on the subject site in perpetuity.

"I certify under a penalty of law that the provisions (implementation, operation, maintenance, and funding) of the WQMP have been accepted and that the plan will be transferred to future successors."

Project Data			
Permit/Application Number(s):		Grading Permit Number(s):	
Tract/Parcel Map Number(s):	18951	Building Permit Number(s):	
CUP, SUP, and/or APN (Specify Lot Numbers if Portions of Tract):			1007-291-01, 02, 03, 07
Owner's Signature			
Owner Name: Central Eleven, LLC			
Title			
Company	Westminster Development		
Address	9665 Wilshire Blvd., Suite M-10		
Email	chris@westminsterdevelopment.com		
Telephone #	(858) 926-6487		
Signature		Date	

Owner's Certification

Preparer's Certification

Project Data			
Permit/Application Number(s):	Tentative Tract 14-01, Site Plan Review 14-01, Design Review 14-01	Grading Permit Number(s):	
Tract/Parcel Map Number(s):	18951	Building Permit Number(s):	
CUP, SUP, and/or APN (Specify Lot Numbers if Portions of Tract):			1007-291-01, 02, 03, 07

"The selection, sizing and design of stormwater treatment and other stormwater quality and quantity control measures in this plan were prepared under my oversight and meet the requirements of Regional Water Quality Control Board Order No. R8-2010-0036."

Engineer: Scott P. Gilbert		PE Stamp Below
Title	Senior Associate	
Company	RBF Consulting	
Address	14725 Alton Parkway	
Email	gilbert@rbf.com	
Telephone #	(949) 472-3505	
Signature		
Date		

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Section 1 Discretionary Permit(s)

Form 1-1 Project Information					
Project Name		Tentative Tract 18951			
Project Owner Contact Name:		Chris Encheff			
Mailing Address:	9665 Wilshire Blvd., Suite M-10 Beverly Hills, CA 90212	E-mail Address:	chris@westminsterdevelopment.com	Telephone:	(858) 926-6487
Permit/Application Number(s):		Tentative Tract 14-01, Site Plan Review 14-01, Design Review 14-01	Tract/Parcel Map Number(s):	18951	
Additional Information/Comments:					
Description of Project:		Mixed Use (residential/commercial) development located at the corner of Central Avenue and West 11 th Street.			
Provide summary of Conceptual WQMP conditions (if previously submitted and approved). Attach complete copy.		The proposed Site is divided into four drainage areas. Each drainage area will be treated by StormTech MC-3500 underground infiltration chambers and a katchall system prior to discharging into the public storm drain system. The proposed site follows existing terrain and maintains existing drainage patters to the maximum extent feasible. Additional site design features, such as minimizing compaction, maximizing impervious area, and re-vegetation after grading will be considered in the final WQMP and will be incorporated to the maximum extent feasible.			

Section 2 Project Description

2.1 Project Information

Form 2.1-1 Description of Proposed Project					
1 Development Category (Select all that apply):					
<input type="checkbox"/> Significant re-development involving the addition or replacement of 5,000 ft ² or more of impervious surface on an already developed site	<input checked="" type="checkbox"/> New development involving the creation of 10,000 ft ² or more of impervious surface collectively over entire site	<input type="checkbox"/> Automotive repair shops with standard industrial classification (SIC) codes 5013, 5014, 5541, 7532- 7534, 7536-7539	<input type="checkbox"/> Restaurants (with SIC code 5812) where the land area of development is 5,000 ft ² or more		
<input type="checkbox"/> Hillside developments of 5,000 ft ² or more which are located on areas with known erosive soil conditions or where the natural slope is 25 percent or more	<input type="checkbox"/> Developments of 2,500 ft ² or more adjacent to (within 200 ft) or discharging directly into environmentally sensitive areas or waterbodies listed on the CWA Section 303(d) list of impaired waters.	<input checked="" type="checkbox"/> Parking lots of 5,000 ft ² or more exposed to storm water	<input type="checkbox"/> Retail gasoline outlets that are either 5,000 ft ² or more, or have a projected average daily traffic of 100 or more vehicles per day		
<input type="checkbox"/> Non-Priority / Non-Category Project <i>May require source control LID BMPs and other LIP requirements. Please consult with local jurisdiction on specific requirements.</i>					
2 Project Area (ft ²):	194,120	3 Number of Dwelling Units:	78	4 SIC Code:	1521
5 Is Project going to be phased? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes, ensure that the WQMP evaluates each phase as a distinct DA, requiring LID BMPs to address runoff at time of completion.</i>					
6 Does Project include roads? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes, ensure that applicable requirements for transportation projects are addressed (see Appendix A of TGD for WQMP)</i>					

2.2 Property Ownership/Management

Form 2.2-1 Property Ownership/Management

Describe property ownership/management responsible for long-term maintenance of WQMP stormwater facilities:

Homeowner's Association for the private development will be responsible for long-term maintenance of common area stormwater facilities. Individual homeowner's will be responsible for the maintenance of storm drain inlets outside of common areas.

2.3 Potential Stormwater Pollutants

Form 2.3-1 Pollutants of Concern			
Pollutant	Please check: E=Expected, N=Not Expected		Additional Information and Comments
	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
Pathogens (Bacterial / Virus)	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Phosphorous	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Nitrogen	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Sediment	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Metals	E <input type="checkbox"/>	N <input checked="" type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Oil and Grease	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Trash/Debris	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Pesticides / Herbicides	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Organic Compounds	E <input checked="" type="checkbox"/>	N <input type="checkbox"/>	The project site will implement on-site LID BMPs in order to treat expected pollutants of concern.
Other:	E <input type="checkbox"/>	N <input type="checkbox"/>	

2.4 Water Quality Credits

Form 2.4-1 Water Quality Credits			
¹ Project Types that Qualify for Water Quality Credits: <i>Select all that apply</i>			
<input type="checkbox"/> Redevelopment projects that reduce the overall impervious footprint of the project site. (Credit = % impervious reduced)	Higher density development projects <input checked="" type="checkbox"/> Vertical density [20%] <input type="checkbox"/> 7 units/ acre [5%]	<input checked="" type="checkbox"/> Mixed use development, (combination of residential, commercial, industrial, office, institutional, or other land uses which incorporate design principles that demonstrate environmental benefits not realized through single use projects) [20%]	<input type="checkbox"/> Brownfield redevelopment (redevelop real property complicated by presence or potential of hazardous contaminants) [25%]
<input type="checkbox"/> Redevelopment projects in established historic district, historic preservation area, or similar significant core city center areas [10%]	<input type="checkbox"/> Transit-oriented developments (mixed use residential or commercial area designed to maximize access to public transportation) [20%]	<input checked="" type="checkbox"/> In-fill projects (conversion of empty lots & other underused spaces < 5 acres, substantially surrounded by urban land uses, into more beneficially used spaces, such as residential or commercial areas) [10%]	<input type="checkbox"/> Live-Work developments (variety of developments designed to support residential and vocational needs) [20%]
² Total Credit %: 50			
Description of Water Quality Credit Eligibility (if applicable)	Density of development is planned to be over 18 units/ac. Development will have live/work units. Development is located on an abandoned lot surrounded by urban land uses.		

Section 3 Site and Watershed Description

Form 3-1 Site Location and Hydrologic Features			
Site coordinates take GPS measurement at approximate center of site	Latitude 34° 6'8.25"N	Longitude 117°41'20.68"W	Thomas Bros Map page 601 G-2
<p>¹ San Bernardino County climatic region: <input checked="" type="checkbox"/> Valley <input type="checkbox"/> Mountain</p>			
<p>² Does the site have more than one drainage area (DA): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, proceed to Form 3-2. If yes, then use this form to show a conceptual schematic describing DMAs and hydrologic feature connecting DMAs to the site outlet(s). An example is provided below that can be modified for proposed project or a drawing clearly showing DMA and flow routing may be attached</p>			
<pre> graph BT DA1[DA 1] --> UIC1[Underground Infiltration Chambers] DA2[DA 2] --> UIC2[Underground Infiltration Chambers] DA3[DA 3] --> UIC3[Underground Infiltration Chambers] DA4[DA 4] --> PB[Proprietary Bioretention] UIC1 --> O1[Outlet 1] UIC2 --> O1 UIC3 --> O1 PB --> O1 </pre>			
Conveyance			
DA1 to Underground Infiltration Chambers	<i>DA1 is conveyed to underground infiltration chambers via sheet flow and underground piping.</i>		
DA1 Underground Infiltration Chambers to Outlet 1	<i>DA1 is conveyed to outlet via underground piping.</i>		
DA2 to Underground Infiltration Chambers	<i>DA2 is conveyed to underground infiltration chambers via sheet flow and underground piping.</i>		
DA2 Underground Infiltration Chambers to Outlet 1	<i>DA2 is conveyed to outlet via underground piping.</i>		
DA3 to Underground Infiltration Chambers	<i>DA3 is conveyed to underground infiltration chambers via sheet flow and underground piping.</i>		
DA3 Underground Infiltration Chambers to Outlet 1	<i>DA3 is conveyed to outlet via underground piping.</i>		
DA4 to Proprietary Bioretention	<i>DA4 is conveyed to proprietary bioretention basin via sheet flow and underground piping.</i>		
DA4 Proprietary Bioretention to Outlet 1	<i>DA4 is conveyed to outlet via underground piping.</i>		

Form 3-2 Existing Hydrologic Characteristics for Drainage Area 1				
For Drainage Area 1's sub-watershed DMA, provide the following characteristics	DMA A	DMA B	DMA C	DMA D
1 DMA drainage area (ft ²)	62,862			
2 Existing site impervious area (ft ²)	629			
3 Antecedent moisture condition <i>For desert areas, use http://www.sbcounty.gov/dpw/floodcontrol/pdf/20100412_map.pdf</i>	I			
4 Hydrologic soil group <i>Refer to Watershed Mapping Tool – http://sbcounty.permitrack.com/WAP</i>	A			
5 Longest flowpath length (ft)	390			
6 Longest flowpath slope (ft/ft)	3.1%			
7 Current land cover type(s) <i>Select from Fig C-3 of Hydrology Manual</i>	barren			
8 Pre-developed pervious area condition: <i>Based on the extent of wet season vegetated cover good >75%; Fair 50-75%; Poor <50% Attach photos of site to support rating</i>	good			

Form 3-2 Existing Hydrologic Characteristics for Drainage Area 2				
For Drainage Area 1's sub-watershed DMA, provide the following characteristics	DMA A	DMA B	DMA C	DMA D
1 DMA drainage area (ft ²)	84,610			
2 Existing site impervious area (ft ²)	43,559			
3 Antecedent moisture condition <i>For desert areas, use http://www.sbcounty.gov/dpw/floodcontrol/pdf/20100412_map.pdf</i>	I			
4 Hydrologic soil group <i>Refer to Watershed Mapping Tool – http://sbcounty.permitrack.com/WAP</i>	A			
5 Longest flowpath length (ft)	425			
6 Longest flowpath slope (ft/ft)	1.5%			

Water Quality Management Plan (WQMP)

7 Current land cover type(s) <i>Select from Fig C-3 of Hydrology Manual</i>	barren			
8 Pre-developed pervious area condition: <i>Based on the extent of wet season vegetated cover good >75%; Fair 50-75%; Poor <50% Attach photos of site to support rating</i>	good			
Form 3-2 Existing Hydrologic Characteristics for Drainage Area 3				
For Drainage Area 1's sub-watershed DMA, provide the following characteristics	DMA A	DMA B	DMA C	DMA D
1 DMA drainage area (ft ²)	46,649			
2 Existing site impervious area (ft ²)	0			
3 Antecedent moisture condition <i>For desert areas, use http://www.sbcounty.gov/dpw/floodcontrol/pdf/20100412_map.pdf</i>	I			
4 Hydrologic soil group <i>Refer to Watershed Mapping Tool – http://sbcounty.permitrack.com/WAP</i>	A			
5 Longest flowpath length (ft)	680			
6 Longest flowpath slope (ft/ft)	2.3%			
7 Current land cover type(s) <i>Select from Fig C-3 of Hydrology Manual</i>	barren			
8 Pre-developed pervious area condition: <i>Based on the extent of wet season vegetated cover good >75%; Fair 50-75%; Poor <50% Attach photos of site to support rating</i>	poor			

Form 3-3 Watershed Description for Drainage Area	
Receiving waters <i>Refer to Watershed Mapping Tool -</i> http://sbcounty.permitrack.com/WAP <i>See "Drainage Facilities" link at this website</i>	San Antonio Creek / Chino Creek – Reach 2 / Chino Creek – Reach 1b / Chino Creek Reach 1a / Prado Dam Basin
Applicable TMDLs <i>Refer to Local Implementation Plan</i>	n/a
303(d) listed impairments <i>Refer to Local Implementation Plan and Watershed Mapping Tool -</i> http://sbcounty.permitrack.com/WAP and State Water Resources Control Board website – http://www.waterboards.ca.gov/santanao/water_issues/programs/tmdl/index.shtml	San Antonio Creek – pH Chino Creek Reach 2 – pH, Coliform Bacteria Chino Creek Reach 1b – Chemical Oxygen Demand, Nutrients, Pathogens Chino Creek Reach 1a – Nutrients, Pathogens
Environmentally Sensitive Areas (ESA) <i>Refer to Watershed Mapping Tool -</i> http://sbcounty.permitrack.com/WAP	none
Unlined Downstream Water Bodies <i>Refer to Watershed Mapping Tool -</i> http://sbcounty.permitrack.com/WAP	none
Hydrologic Conditions of Concern	<input type="checkbox"/> Yes Complete Hydrologic Conditions of Concern (HCOC) Assessment. Include Forms 4.2-2 through Form 4 2-5 and Hydromodification BMP Form 4.3-10 in submittal <input checked="" type="checkbox"/> No
Watershed-based BMP included in a RWQCB approved WAP	<input type="checkbox"/> Yes Attach verification of regional BMP evaluation criteria in WAP <ul style="list-style-type: none"> • More Effective than On-site LID • Remaining Capacity for Project DCV • Upstream of any Water of the US • Operational at Project Completion • Long-Term Maintenance Plan <input checked="" type="checkbox"/> No

Section 4 Best Management Practices (BMP)

4.1 Source Control BMP

4.1.1 Pollution Prevention

The preparers of this WQMP have reviewed the source control BMP requirements for new development and significant redevelopment projects. The preparers have also reviewed the specific BMP required for project as specified in Forms 4.1-1 and 4.1-2. All applicable non-structural and structural source control BMP shall be implemented in the project.

Water Quality Management Plan (WQMP)

Form 4.1-1 Non-Structural Source Control BMPs

Identifier	Name	Check One		Describe BMP Implementation OR, if not applicable, state reason
		Included	Not Applicable	
N1	Education of Property Owners, Tenants and Occupants on Stormwater BMPs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Practical information materials will be provided to the first residents/occupants/tenants on general housekeeping practices that contribute to the protection of stormwater quality.
N2	Activity Restrictions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Once HOA is formed, conditions, covenants and restrictions (CCRs) must be prepared by the developer for the purpose of surface water quality protection.
N3	Landscape Management BMPs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Identify on-going landscape maintenance requirements that are consistent with those in the County Water Conservation Resolution (or city equivalent).
N4	BMP Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Identify responsibility for implementation of each non-structural BMP and scheduled cleaning and/or maintenance of all structural BMP facilities.
N5	Title 22 CCR Compliance (How development will comply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Compliance with Title 22 of the California Code of Regulations (CCR) and relevant sections of the California Health & Safety Code regarding hazardous waste management is enforced by County Environmental Health on behalf of the State.
N6	Local Water Quality Ordinances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Comply with Local Water Quality Ordinances.
N7	Spill Contingency Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hazardous material spills are not anticipated on-site.
N8	Underground Storage Tank Compliance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Comply with the State regulations dealing with underground storage tanks, including the proposed underground ChamberMaxx Chambers.
N9	Hazardous Materials Disclosure Compliance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hazardous Materials are not anticipated on-site.

Water Quality Management Plan (WQMP)

Form 4.1-1 Non-Structural Source Control BMPs

Identifier	Name	Check One		Describe BMP Implementation OR, if not applicable, state reason
		Included	Not Applicable	
N10	Uniform Fire Code Implementation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Comply with Article 80 of the Uniform Fire Code enforced by the fire protection agency.
N11	Litter/Debris Control Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	HOA required to implement trash management and litter control procedures.
N12	Employee Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No employees anticipated for final use of project.
N13	Housekeeping of Loading Docks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No loading docks proposed as part of project.
N14	Catch Basin Inspection Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inspect catch basins for sediment, trash, litter, and legibility of stencil.
N15	Vacuum Sweeping of Private Streets and Parking Lots	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Perform routine mechanical street sweeping and vacuuming.
N16	Other Non-structural Measures for Public Agency Projects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project not part of Public Agency Projects
N17	Comply with all other applicable NPDES permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Comply with all other requirements set forth by the NPDES.

Water Quality Management Plan (WQMP)

Form 4.1-2 Structural Source Control BMPs

Identifier	Name	Check One		Describe BMP Implementation OR, If not applicable, state reason
		Included	Not Applicable	
S1	Provide storm drain system stenciling and signage (CASQA New Development BMP Handbook SD-13)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm drain stencils are highly visible source control messages, typically placed directly adjacent to storm drain inlets. The stencils contain a brief statement that prohibits the dumping of improper materials into the municipal storm drain system. Graphical icons, either illustrating anti-dumping symbols or images of receiving water fauna, are effective supplements to the antidumping message. Stencils and signs alert the public to the destination of pollutants discharged into stormwater.
S2	Design and construct outdoor material storage areas to reduce pollution introduction (CASQA New Development BMP Handbook SD-34)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No outdoor material storage proposed as part of project.
S3	Design and construct trash and waste storage areas to reduce pollution introduction (CASQA New Development BMP Handbook SD-32)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design trash storage areas to reduce pollutant introduction. All trash container areas shall meet the following requirements (limited exclusion: detached residential homes): 1. Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, screened or walled to prevent off-site transport of trash; and 2. Provide solid roof or awning to prevent direct precipitation. Connection of trash area drains to the municipal storm drain system is prohibited. Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control.
S4	Use efficient irrigation systems & landscape design, water conservation, smart controllers, and source control (Statewide Model Landscape Ordinance; CASQA New Development BMP Handbook SD-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Projects shall design the timing and application methods of irrigation water to minimize the runoff of excess irrigation water into the municipal storm drain system. (Limited exclusion: detached residential homes.) The following methods to reduce excessive irrigation runoff shall be considered, and incorporated on common areas of development and other areas where determined applicable and feasible by the Permittee: 1. Employing rain shutoff devices to prevent irrigation after precipitation. 2. Designing irrigation systems to each landscape area's specific water requirements. 3. Using flow reducers or shutoff valves triggered by a pressure drop to control water loss in the event of broken sprinkler heads or lines. 4. Implementing landscape plan consistent with County Water Conservation Resolution or city equivalent, which may include provision of water sensors,

Water Quality Management Plan (WQMP)

				<p>programmable irrigation times (for short cycles), etc. 5. The timing and application methods of irrigation water shall be designed to minimize the runoff of excess irrigation water into the municipal storm drain system. 6. Employing other comparable, equally effective, methods to reduce irrigation water runoff. 7. Group plants with similar water requirements in order to reduce excess irrigation runoff and promote surface filtration. Choose plants with low irrigation requirements (for example, native or drought tolerant species). Consider other design features, such as: Use mulches (such as wood chips or shredded wood products) in planter area without ground cover to minimize sediment in runoff, install appropriate plant materials for the location, in accordance with amount of sunlight and climate, and use native plant material where possible and/or as recommended by the landscape architect. Leave a vegetative barrier along the property boundary and interior watercourses, to act as a pollutant filter, where appropriate and feasible. Choose plants that minimize or eliminate the use of fertilizer or pesticides to sustain growth. Irrigation practices shall comply with local and statewide ordinances related to irrigation efficiency.</p>
S5	Finish grade of landscaped areas at a minimum of 1-2 inches below top of curb, sidewalk, or pavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project will implement grading requirement.
S6	Protect slopes and channels and provide energy dissipation (CASQA New Development BMP Handbook SD-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Projects shall protect slopes and channels.
S7	Covered dock areas (CASQA New Development BMP Handbook SD-31)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No covered dock areas proposed as part of project.
S8	Covered maintenance bays with spill containment plans (CASQA New Development BMP Handbook SD-31)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No covered maintenance areas proposed as part of project.
S9	Vehicle wash areas with spill containment plans (CASQA New Development BMP Handbook SD-33)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No vehicle wash areas proposed as part of project.
S10	Covered outdoor processing areas (CASQA New Development BMP Handbook SD-36)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No covered outdoor processing areas proposed as part of project.

Form 4.1-2 Structural Source Control BMPs

Water Quality Management Plan (WQMP)

Identifier	Name	Check One		Describe BMP Implementation OR, if not applicable, state reason
		Included	Not Applicable	
S11	Equipment wash areas with spill containment plans (CASQA New Development BMP Handbook SD-33)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No equipment wash areas proposed as part of project.
S12	Fueling areas (CASQA New Development BMP Handbook SD-30)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No fueling areas proposed as part of project.
S13	Hillside landscaping (CASQA New Development BMP Handbook SD-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hillside landscaping will be protected by vegetation as well as sediment and erosion control through BMPs such as fiber rolls.
S14	Wash water control for food preparation areas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No wash water for food preparation proposed as part of project.
S15	Community car wash racks (CASQA New Development BMP Handbook SD-33)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No community car wash racks proposed as part of project.

4.1.2 Preventative LID Site Design Practices

The proposed Site has been designed to minimize impervious areas and maximize infiltration capacity for each drainage area. Three infiltration chamber bays, and one proprietary biofiltration device are proposed. Proposed grading of the site follows existing terrain to the maximum extent feasible. Landscape areas are to be re-vegetated to reduce erosion, runoff, and increase infiltration.

Form 4.1-3 Preventative LID Site Design Practices Checklist	
Site Design Practices <i>If yes, explain how preventative site design practice is addressed in project site plan. If no, other LID BMPs must be selected to meet targets</i>	
Minimize impervious areas: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Explanation: Impervious areas minimized to maximum extent feasible.
Maximize natural infiltration capacity: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Explanation: Underground infiltration chambers are proposed.
Preserve existing drainage patterns and time of concentration: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Explanation: Existing drainage pattern maintained to the maximum extent feasible. Use of biofiltration and underground infiltration chambers will increase time of concentration in proposed condition.
Disconnect impervious areas: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Explanation: Disconnect impervious areas not feasible for proposed development type
Protect existing vegetation and sensitive areas: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Explanation: Project does not include sensitive areas
Re-vegetate disturbed areas: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Explanation: Impervious areas will be re-vegetated to the maximum extent feasible.
Minimize unnecessary compaction in stormwater retention/infiltration basin/trench areas: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Explanation: Compaction within infiltration will be completed per minimal geotechnical recommendations
Utilize vegetated drainage swales in place of underground piping or imperviously lined swales: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Explanation: Vegetated swales not feasible due to site and grading constraints.
Stake off areas that will be used for landscaping to minimize compaction during construction : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Explanation: Larger landscaping areas will be staked off to the maximum extent feasible.

4.2 Project Performance Criteria

LID BMP Design Capture Volume (DCV), was calculated using the San Bernardino County Stormwater Program rP6 method (MS4 Permit Section XI.D.6a.ii). See summary tables below.

The Project is within the County of San Bernardino HCOC exempt area, and is therefore, not proposed to address HCOC concerns.

Form 4.2-1 LID BMP Performance Criteria for Design Capture Volume (DA 1)		
1 Project area DA 1 (ft ²): 129,405	2 Imperviousness after applying preventative site design practices (Imp%): 85%	3 Runoff Coefficient (Rc): 0.66 $R_c = 0.858(\text{Imp}\%)^{-1} - 0.78(\text{Imp}\%)^{-2} + 0.774(\text{Imp}\%) + 0.04$
4 Determine 1-hour rainfall depth for a 2-year return period $P_{2\text{yr}-1\text{hr}}$ (in): 0.618 http://hdsc.nws.noaa.gov/hdsc/pfds/so/sco_pfds.html		
5 Compute P_6 , Mean 6-hr Precipitation (inches): 0.92 $P_6 = \text{Item 4} * C_1$, where C_1 is a function of site climatic region specified in Form 3-1 Item 1 (Valley = 1.4807; Mountain = 1.909; Desert = 1.2371)		
6 Drawdown Rate Use 48 hours as the default condition. Selection and use of the 24 hour drawdown time condition is subject to approval by the local jurisdiction. The necessary BMP footprint is a function of drawdown time. While shorter drawdown times reduce the performance criteria for LID BMP design capture volume, the depth of water that can be stored is also reduced.		24-hrs <input checked="" type="checkbox"/> 48-hrs <input type="checkbox"/>
7 Compute design capture volume, DCV (ft ³): 10,371 Water Quality Credit: 50% Reduced DCV: 5,190 (ft³) $DCV = 1/12 * (\text{Item 1} * \text{Item 3} * \text{Item 5} * C_2)$, where C_2 is a function of drawdown rate (24-hr = 1.582; 48-hr = 1.963) Compute separate DCV for each outlet from the project site per schematic drawn in Form 3-1 Item 2		

Form 4.2-1 LID BMP Performance Criteria for Design Capture Volume (DA 2)		
1 Project area DA 2 (ft ²): 21,850	2 Imperviousness after applying preventative site design practices (Imp%): 87%	3 Runoff Coefficient (Rc): 0.69 $R_c = 0.858(\text{Imp}\%)^3 - 0.78(\text{Imp}\%)^2 + 0.774(\text{Imp}\%) + 0.04$
4 Determine 1-hour rainfall depth for a 2-year return period $P_{2\text{yr-1hr}}$ (in): 0.618 http://hdsc.nws.noaa.gov/hdsc/pfds/so/sco_pfds.html		
5 Compute P_6 , Mean 6-hr Precipitation (inches): 0.92 $P_6 = \text{Item 4} * C_1$, where C_1 is a function of site climatic region specified in Form 3-1 Item 1 (Valley = 1.4807; Mountain = 1.909; Desert = 1.2371)		
6 Drawdown Rate Use 48 hours as the default condition. Selection and use of the 24 hour drawdown time condition is subject to approval by the local jurisdiction. The necessary BMP footprint is a function of drawdown time. While shorter drawdown times reduce the performance criteria for LID BMP design capture volume, the depth of water that can be stored is also reduced.		24-hrs <input checked="" type="checkbox"/> 48-hrs <input type="checkbox"/>
7 Compute design capture volume, DCV (ft ³): 1,814 Water Quality Credit: 50% Reduced DCV: 910 (ft³) $DCV = 1/12 * [\text{Item 1} * \text{Item 3} * \text{Item 5} * C_2]$, where C_2 is a function of drawdown rate (24-hr = 1.582; 48-hr = 1.963) Compute separate DCV for each outlet from the project site per schematic drawn in Form 3-1 Item 2		

Form 4.2-1 LID BMP Performance Criteria for Design Capture Volume (DA 3)		
1 Project area DA 1 (ft ²): 10,102	2 Imperviousness after applying preventative site design practices (Imp%): 98%	3 Runoff Coefficient (Rc): 0.86 $R_c = 0.858(\text{Imp}\%)^3 - 0.78(\text{Imp}\%)^2 + 0.774(\text{Imp}\%) + 0.04$
4 Determine 1-hour rainfall depth for a 2-year return period $P_{2\text{yr-1hr}}$ (in): 0.618 http://hdsc.nws.noaa.gov/hdsc/pfds/so/sco_pfds.html		
5 Compute P_6 , Mean 6-hr Precipitation (inches): 0.92 $P_6 = \text{Item 4} * C_1$, where C_1 is a function of site climatic region specified in Form 3-1 Item 1 (Valley = 1.4807; Mountain = 1.909; Desert = 1.2371)		
6 Drawdown Rate Use 48 hours as the default condition. Selection and use of the 24 hour drawdown time condition is subject to approval by the local jurisdiction. The necessary BMP footprint is a function of drawdown time. While shorter drawdown times reduce the performance criteria for LID BMP design capture volume, the depth of water that can be stored is also reduced.		24-hrs <input checked="" type="checkbox"/> 48-hrs <input type="checkbox"/>
7 Compute design capture volume, DCV (ft ³): 1,048 Water Quality Credit: 50% Reduced DCV: 530 (ft³) $DCV = 1/12 * [\text{Item 1} * \text{Item 3} * \text{Item 5} * C_2]$, where C_2 is a function of drawdown rate (24-hr = 1.582; 48-hr = 1.963) Compute separate DCV for each outlet from the project site per schematic drawn in Form 3-1 Item 2		

Form 4.2-1 LID BMP Performance Criteria for Design Capture Volume (DA 4)		
1 Project area DA 1 (ft ²): 32,764	2 Imperviousness after applying preventative site design practices (Imp%): 80%	3 Runoff Coefficient (Rc): 0.59 $R_c = 0.858(\text{Imp}\%)^3 - 0.78(\text{Imp}\%)^2 + 0.774(\text{Imp}\%) + 0.04$
4 Determine 1-hour rainfall depth for a 2-year return period P _{2yr-1hr} (in): 0.618 http://hdsc.nws.noaa.gov/hdsc/pfds/so/sco_pfds.html		
5 Compute P ₆ , Mean 6-hr Precipitation (inches): 0.92 <i>P₆ = Item 4 * C₁, where C₁ is a function of site climatic region specified in Form 3-1 Item 1 (Valley = 1.4807; Mountain = 1.909; Desert = 1.2371)</i>		
6 Drawdown Rate <i>Use 48 hours as the default condition. Selection and use of the 24 hour drawdown time condition is subject to approval by the local jurisdiction. The necessary BMP footprint is a function of drawdown time. While shorter drawdown times reduce the performance criteria for LID BMP design capture volume, the depth of water that can be stored is also reduced.</i>		24-hrs <input checked="" type="checkbox"/> 48-hrs <input type="checkbox"/>
7 Compute design capture volume, DCV (ft ³): 2,350 Water Quality Credit: 50% Reduced DCV: 1,180 (ft³) <i>DCV = 1/12 * (Item 1 * Item 3 * Item 5 * C₂), where C₂ is a function of drawdown rate (24-hr = 1.582; 48-hr = 1.963)</i> <i>Compute separate DCV for each outlet from the project site per schematic drawn in Form 3-1 Item 2</i>		

4.3 Project Conformance Analysis

Form 4.3-1 Infiltration BMP Feasibility (DA 1)	
Feasibility Criterion – Complete evaluation for each DA on the Project Site	
1 Would infiltration BMP pose significant risk for groundwater related concerns? <i>Refer to Section 5.3.2.1 of the TGD for WQMP</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, Provide basis: (attach)	
2 Would installation of infiltration BMP significantly increase the risk of geotechnical hazards? (Yes, if the answer to any of the following questions is yes, as established by a geotechnical expert): <ul style="list-style-type: none"> • The location is less than 50 feet away from slopes steeper than 15 percent • The location is less than eight feet from building foundations or an alternative setback. • A study certified by a geotechnical professional or an available watershed study determines that stormwater infiltration would result in significantly increased risks of geotechnical hazards. 	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, Provide basis: (attach)	
3 Would infiltration of runoff on a Project site violate downstream water rights?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, Provide basis: (attach)	
4 Is proposed infiltration facility located on hydrologic soil group (HSG) D soils or does the site geotechnical investigation indicate presence of soil characteristics, which support categorization as D soils?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, Provide basis: (attach)	
5 Is the design infiltration rate, after accounting for safety factor of 2.0, below proposed facility less than 0.3 in/hr (accounting for soil amendments)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, Provide basis: (attach)	
6 Would on-site infiltration or reduction of runoff over pre-developed conditions be partially or fully inconsistent with watershed management strategies as defined in the WAP, or impair beneficial uses? <i>See Section 3.5 of the TGD for WQMP and WAP</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, Provide basis: (attach)	
7 Any answer from Item 1 through Item 3 is "Yes": Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If no, infiltration of any volume is not feasible onsite. Proceed to Form 4.3-4, Harvest and Use BMP. If no, then proceed to Item 9 below.</i>	
8 Any answer from Item 4 through Item 6 is "Yes": Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes, infiltration is permissible but is not required to be considered. Proceed to Form 4.3-2, Hydrologic Source Control BMP. If no, then proceed to Item 9, below.</i>	
9 All answers to Item 1 through Item 6 are "No": <i>Infiltration of the full DCV is potentially feasible, LID infiltration BMP must be designed to infiltrate the full DCV to the MEP. Proceed to Form 4.3-2, Hydrologic Source Control BMP.</i>	

Form 4.3-1 Infiltration BMP Feasibility (DA 2)

Feasibility Criterion – Complete evaluation for each DA on the Project Site

1 Would infiltration BMP pose significant risk for groundwater related concerns? Yes No

Refer to Section 5.3.2.1 of the TGD for WQMP

If Yes, Provide basis: (attach)

2 Would installation of infiltration BMP significantly increase the risk of geotechnical hazards? Yes No

(Yes, if the answer to any of the following questions is yes, as established by a geotechnical expert):

- The location is less than 50 feet away from slopes steeper than 15 percent
- The location is less than eight feet from building foundations or an alternative setback.
- A study certified by a geotechnical professional or an available watershed study determines that stormwater infiltration would result in significantly increased risks of geotechnical hazards.

If Yes, Provide basis: (attach)

3 Would infiltration of runoff on a Project site violate downstream water rights? Yes No

If Yes, Provide basis: (attach)

4 Is proposed infiltration facility located on hydrologic soil group (HSG) D soils or does the site geotechnical investigation indicate presence of soil characteristics, which support categorization as D soils? Yes No

If Yes, Provide basis: (attach)

5 Is the design infiltration rate, after accounting for safety factor of 2.0, below proposed facility less than 0.3 in/hr (accounting for soil amendments)? Yes No

If Yes, Provide basis: (attach)

6 Would on-site infiltration or reduction of runoff over pre-developed conditions be partially or fully inconsistent with watershed management strategies as defined in the WAP, or impair beneficial uses? Yes No

See Section 3.5 of the TGD for WQMP and WAP

If Yes, Provide basis: (attach)

7 Any answer from Item 1 through Item 3 is "Yes": Yes No

If yes, infiltration of any volume is not feasible onsite. Proceed to Form 4.3-4, Harvest and Use BMP. If no, then proceed to Item 9 below.

8 Any answer from Item 4 through Item 6 is "Yes": Yes No

If yes, infiltration is permissible but is not required to be considered. Proceed to Form 4.3-2, Hydrologic Source Control BMP. If no, then proceed to Item 9, below.

9 All answers to Item 1 through Item 6 are "No":

Infiltration of the full DCV is potentially feasible, LID infiltration BMP must be designed to infiltrate the full DCV to the MEP. Proceed to Form 4.3-2, Hydrologic Source Control BMP.

Form 4.3-1 Infiltration BMP Feasibility (DA 3)

Feasibility Criterion – Complete evaluation for each DA on the Project Site

1 Would infiltration BMP pose significant risk for groundwater related concerns? Yes No

Refer to Section 5.3.2.1 of the TGD for WQMP

If Yes, Provide basis: (attach)

2 Would installation of infiltration BMP significantly increase the risk of geotechnical hazards? Yes No

(Yes, if the answer to any of the following questions is yes, as established by a geotechnical expert):

- The location is less than 50 feet away from slopes steeper than 15 percent
- The location is less than eight feet from building foundations or an alternative setback.
- A study certified by a geotechnical professional or an available watershed study determines that stormwater infiltration would result in significantly increased risks of geotechnical hazards.

If Yes, Provide basis: (attach)

3 Would infiltration of runoff on a Project site violate downstream water rights? Yes No

If Yes, Provide basis: (attach)

4 Is proposed infiltration facility located on hydrologic soil group (HSG) D soils or does the site geotechnical investigation indicate presence of soil characteristics, which support categorization as D soils? Yes No

If Yes, Provide basis: (attach)

5 Is the design infiltration rate, after accounting for safety factor of 2.0, below proposed facility less than 0.3 in/hr (accounting for soil amendments)? Yes No

If Yes, Provide basis: (attach)

6 Would on-site infiltration or reduction of runoff over pre-developed conditions be partially or fully inconsistent with watershed management strategies as defined in the WAP, or impair beneficial uses? Yes No

See Section 3.5 of the TGD for WQMP and WAP

If Yes, Provide basis: (attach)

7 Any answer from Item 1 through Item 3 is "Yes": Yes No

If yes, infiltration of any volume is not feasible onsite. Proceed to Form 4.3-4, Harvest and Use BMP. If no, then proceed to Item 9 below.

8 Any answer from Item 4 through Item 6 is "Yes": Yes No

If yes, infiltration is permissible but is not required to be considered. Proceed to Form 4.3-2, Hydrologic Source Control BMP. If no, then proceed to Item 9, below.

9 All answers to Item 1 through Item 6 are "No":

Infiltration of the full DCV is potentially feasible, LID infiltration BMP must be designed to infiltrate the full DCV to the MEP. Proceed to Form 4.3-2, Hydrologic Source Control BMP.

Form 4.3-1 Infiltration BMP Feasibility (DA 4)

Feasibility Criterion – Complete evaluation for each DA on the Project Site

1 Would infiltration BMP pose significant risk for groundwater related concerns? Yes No

Refer to Section 5.3.2.1 of the TGD for WQMP

If Yes, Provide basis: (attach)

2 Would installation of infiltration BMP significantly increase the risk of geotechnical hazards? Yes No

(Yes, if the answer to any of the following questions is yes, as established by a geotechnical expert):

- The location is less than 50 feet away from slopes steeper than 15 percent
- The location is less than eight feet from building foundations or an alternative setback.
- A study certified by a geotechnical professional or an available watershed study determines that stormwater infiltration would result in significantly increased risks of geotechnical hazards.

If Yes, Provide basis: Existing retaining wall along the southern property boundary is adjacent to the BMP location.

3 Would infiltration of runoff on a Project site violate downstream water rights? Yes No

If Yes, Provide basis: (attach)

4 Is proposed infiltration facility located on hydrologic soil group (HSG) D soils or does the site geotechnical investigation indicate presence of soil characteristics, which support categorization as D soils? Yes No

If Yes, Provide basis: (attach)

5 Is the design infiltration rate, after accounting for safety factor of 2.0, below proposed facility less than 0.3 in/hr (accounting for soil amendments)? Yes No

If Yes, Provide basis: (attach)

6 Would on-site infiltration or reduction of runoff over pre-developed conditions be partially or fully inconsistent with watershed management strategies as defined in the WAP, or impair beneficial uses? Yes No

See Section 3.5 of the TGD for WQMP and WAP

If Yes, Provide basis: (attach)

7 Any answer from Item 1 through Item 3 is "Yes": Yes No

If yes, infiltration of any volume is not feasible onsite. Proceed to Form 4.3-4, Harvest and Use BMP. If no, then proceed to Item 9 below.

8 Any answer from Item 4 through Item 6 is "Yes": Yes No

If yes, infiltration is permissible but is not required to be considered. Proceed to Form 4.3-2, Hydrologic Source Control BMP. If no, then proceed to Item 9, below.

9 All answers to Item 1 through Item 6 are "No":

Infiltration of the full DCV is potentially feasible, LID infiltration BMP must be designed to infiltrate the full DCV to the MEP. Proceed to Form 4.3-2, Hydrologic Source Control BMP.

4.3.1 Site Design Hydrologic Source Control BMP

Form 4.3-2 Site Design Hydrologic Source Control BMPs (DA 1-4)			
1 Implementation of Impervious Area Dispersion BMP (i.e. routing runoff from impervious to pervious areas), excluding impervious areas planned for routing to on-lot Infiltration BMP: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, complete Items 2-5; If no, proceed to Item 6	DA 1 DMA A BMP Type Infiltration Chamber	DA DMA BMP Type	DA DMA BMP Type <i>(Use additional forms for more BMPs)</i>
2 Total impervious area draining to pervious area (ft ²)			
3 Ratio of pervious area receiving runoff to impervious area			
4 Retention volume achieved from impervious area dispersion (ft ³) $V = \text{Item 2} * \text{Item 3} * (0.5/12)$, assuming retention of 0.5 inches of runoff			
5 Sum of retention volume achieved from impervious area dispersion (ft ³): $V_{\text{retention}} = \text{Sum of Item 4 for all BMPs}$			
6 Implementation of Localized On-lot Infiltration BMPs (e.g. on-lot rain gardens): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, complete Items 7-13 for aggregate of all on-lot infiltration BMP in each DA; If no, proceed to Item 14	DA 1 DMA A BMP Type Infiltration Chamber	DA DMA BMP Type	DA DMA BMP Type <i>(Use additional forms for more BMPs)</i>
7 Ponding surface area (ft ²)			
8 Ponding depth (ft)			
9 Surface area of amended soil/gravel (ft ²)			
10 Average depth of amended soil/gravel (ft)			
11 Average porosity of amended soil/gravel			
12 Retention volume achieved from on-lot infiltration (ft ³) $V_{\text{retention}} = (\text{Item 7} * \text{Item 8}) + (\text{Item 9} * \text{Item 10} * \text{Item 11})$			
13 Runoff volume retention from on-lot infiltration (ft ³): $V_{\text{retention}} = \text{Sum of Item 12 for all BMPs}$			
Form 4.3-2 cont. Site Design Hydrologic Source Control BMPs (DA 1-4)			
14 Implementation of evapotranspiration BMP (green, brown, or blue roofs): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, complete Items 15-20. If no, proceed to Item 21	DA 1 DMA A BMP Type Infiltration Chamber	DA DMA BMP Type	DA DMA BMP Type <i>(Use additional forms for more BMPs)</i>
15 Rooftop area planned for ET BMP (ft ²)			

Water Quality Management Plan (WQMP)

16	Average wet season ET demand (in/day) <i>Use local values, typical ~ 0.1</i>			
17	Daily ET demand (ft ³ /day) <i>Item 15 * (Item 16 / 12)</i>			
18	Drawdown time (hrs) <i>Copy Item 6 in Form 4.2-1</i>			
19	Retention Volume (ft ³) <i>V_{retention} = Item 17 * (Item 18 / 24)</i>			
20		Runoff volume retention from evapotranspiration BMPs (ft ³): <i>V_{retention} = Sum of Item 19 for all BMPs</i>		
21	Implementation of Street Trees: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes, complete Items 20-2. If no, proceed to Item 24</i>	DA 1 BMP Type Infiltration Chamber	DMA A BMP Type	DA DMA BMP Type <i>(Use additional forms for more BMPs)</i>
22	Number of Street Trees			
23	Average canopy cover over impervious area (ft ²)			
24	Runoff volume retention from street trees (ft ³) <i>V_{retention} = Item 22 * Item 23 * (0.05/12) assume runoff retention of 0.05 inches</i>			
25		Runoff volume retention from street tree BMPs (ft ³): <i>V_{retention} = Sum of Item 24 for all BMPs</i>		
26	Implementation of residential rain barrels/cisterns: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes, complete Items 27-28; If no, proceed to Item 29</i>	DA 1 BMP Type Infiltration Chamber	DMA A BMP Type	DA DMA BMP Type <i>(Use additional forms for more BMPs)</i>
27	Number of rain barrels/cisterns			
28	Runoff volume retention from rain barrels/cisterns (ft ³) <i>V_{retention} = Item 27 * 3</i>			
29		Runoff volume retention from residential rain barrels/Cisterns (ft ³): <i>V_{retention} = Sum of Item 28 for all BMPs</i>		
30		Total Retention Volume from Site Design Hydrologic Source Control BMPs: <i>Sum of Items 5, 13, 20, 25 and 29</i>		

4.3.2 Infiltration BMPs

Form 4.3-3 Infiltration LID BMP - Including underground BMPs (DA 1)			
1 Remaining LID DCV not met by site design HSC BMP (ft ³): 5,190			
BMP Type Use columns to the right to compute runoff volume retention from proposed infiltration BMP (select BMP from Table 5-4 in TGD for WQMP) - Use additional forms for more BMPs	DA 1 DMA A BMP Type Infiltration Chamber	DA DMA BMP Type	DA DMA BMP Type (Use additional forms for more BMPs)
2 Infiltration rate of underlying soils (in/hr) See Section 5.4.2 and Appendix D of the TGD for WQMP for minimum requirements for assessment methods	4		
3 Infiltration safety factor See TGD Section 5.4.2 and Appendix D	2		
4 Design percolation rate (in/hr) $P_{design} = \text{Item 2} / \text{Item 3}$	2		
5 Pondered water drawdown time (hr) Copy Item 6 in Form 4.2-1	24		
6 Maximum ponding depth (ft) BMP specific, see Table 5-4 of the TGD for WQMP for BMP design details	N/A		
7 Ponding Depth (ft) $d_{BMP} = \text{Minimum of } (1/12 * \text{Item 4} * \text{Item 5}) \text{ or Item 6}$	N/A		
8 Infiltrating surface area, SA_{BMP} (ft ²) the lesser of the area needed for infiltration of full DCV or minimum space requirements from Table 5.7 of the TGD for WQMP	1,538		
9 Amended soil depth, d_{media} (ft) Only included in certain BMP types, see Table 5-4 in the TGD for WQMP for reference to BMP design details	N/A		
10 Amended soil porosity	N/A		
11 Gravel depth, d_{media} (ft) Only included in certain BMP types, see Table 5-4 of the TGD for WQMP for BMP design details	1		
12 Gravel porosity	40%		
13 Duration of storm as basin is filling (hrs) Typical ~ 3hrs	3		
14 Above Ground Retention Volume (ft ³) $V_{retention} = \text{Item 8} * \{\text{Item 7} + (\text{Item 9} * \text{Item 10}) + (\text{Item 11} * \text{Item 12}) + (\text{Item 13} * (\text{Item 4} / 12))\}$	N/A		
15 Underground Retention Volume (ft ³) Volume determined using manufacturer's specifications and calculations	5,195		
16 Total Retention Volume from LID Infiltration BMPs: 5,195 (Sum of Items 14 and 15 for all infiltration BMP included in plan)			
17 Fraction of DCV achieved with infiltration BMP: 100% Retention% = Item 16 / Form 4.2-1 Item 7			
18 Is full LID DCV retained on-site with combination of hydrologic source control and LID retention and infiltration BMPs? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, demonstrate conformance using Form 4.3-10; if no, then reduce Item 3, Factor of Safety to 2.0 and increase Item 8, Infiltrating Surface Area, such that the portion of the site area used for retention and infiltration BMPs equals or exceeds the minimum effective area thresholds (Table 5-7 of the TGD for WQMP) for the applicable category of development and repeat all above calculations.			

Form 4.3-3 Infiltration LID BMP - including underground BMPs (DA 2)

1 Remaining LID DCV not met by site design HSC BMP (ft ³): 910			
BMP Type Use columns to the right to compute runoff volume retention from proposed infiltration BMP (select BMP from Table 5-4 in TGD for WQMP) - Use additional forms for more BMPs	DA 2 DMA A BMP Type Infiltration Chamber	DA DMA BMP Type	DA DMA BMP Type (Use additional forms for more BMPs)
2 Infiltration rate of underlying soils (in/hr) See Section 5.4.2 and Appendix D of the TGD for WQMP for minimum requirements for assessment methods	4		
3 Infiltration safety factor See TGD Section 5.4.2 and Appendix D	2		
4 Design percolation rate (in/hr) $P_{design} = \text{Item 2} / \text{Item 3}$	2		
5 Ponded water drawdown time (hr) Copy Item 6 in Form 4.2-1	24		
6 Maximum ponding depth (ft) BMP specific, see Table 5-4 of the TGD for WQMP for BMP design details	N/A		
7 Ponding Depth (ft) $d_{BMP} = \text{Minimum of } (1/12 * \text{Item 4} * \text{Item 5}) \text{ or Item 6}$	N/A		
8 Infiltrating surface area, SA_{BMP} (ft ²) the lesser of the area needed for infiltration of full DCV or minimum space requirements from Table 5.7 of the TGD for WQMP	587.52		
9 Amended soil depth, d_{media} (ft) Only included in certain BMP types, see Table 5-4 in the TGD for WQMP for reference to BMP design details	N/A		
10 Amended soil porosity	N/A		
11 Gravel depth, d_{media} (ft) Only included in certain BMP types, see Table 5-4 of the TGD for WQMP for BMP design details	1		
12 Gravel porosity	40%		
13 Duration of storm as basin is filling (hrs) Typical ~ 3hrs	3		
14 Above Ground Retention Volume (ft ³) $V_{retention} = \text{Item 8} * \{\text{Item 7} + (\text{Item 9} * \text{Item 10}) + (\text{Item 11} * \text{Item 12}) + (\text{Item 13} * (\text{Item 4} / 12))\}$	N/A		
15 Underground Retention Volume (ft ³) Volume determined using manufacturer's specifications and calculations	1029		
16 Total Retention Volume from LID Infiltration BMPs: 1069 (Sum of Items 14 and 15 for all infiltration BMP included in plan)			
17 Fraction of DCV achieved with infiltration BMP: 100% Retention% = Item 16 / Form 4.2-1 Item 7			
18 Is full LID DCV retained on-site with combination of hydrologic source control and LID retention and infiltration BMPs? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, demonstrate conformance using Form 4.3-10; If no, then reduce Item 3, Factor of Safety to 2.0 and increase Item 8, Infiltrating Surface Area, such that the portion of the site area used for retention and infiltration BMPs equals or exceeds the minimum effective area thresholds (Table 5-7 of the TGD for WQMP) for the applicable category of development and repeat all above calculations.			

Form 4.3-3 Infiltration LID BMP - including underground BMPs (DA 3)			
1 Remaining LID DCV not met by site design HSC BMP (ft ³): 530			
BMP Type Use columns to the right to compute runoff volume retention from proposed infiltration BMP (select BMP from Table 5-4 in TGD for WQMP) - Use additional forms for more BMPs	DA 3 DMA A BMP Type Infiltration Chamber	DA DMA BMP Type	DA DMA BMP Type <i>(Use additional forms for more BMPs)</i>
2 Infiltration rate of underlying soils (in/hr) See Section 5.4.2 and Appendix D of the TGD for WQMP for minimum requirements for assessment methods	4		
3 Infiltration safety factor See TGD Section 5.4.2 and Appendix D	2		
4 Design percolation rate (in/hr) $P_{design} = \text{Item 2} / \text{Item 3}$	2		
5 Pondered water drawdown time (hr) Copy Item 6 in Form 4.2-1	24		
6 Maximum ponding depth (ft) BMP specific, see Table 5-4 of the TGD for WQMP for BMP design details	N/A		
7 Ponding Depth (ft) $d_{BMP} = \text{Minimum of } (1/12 * \text{Item 4} * \text{Item 5}) \text{ or Item 6}$	N/A		
8 Infiltrating surface area, SA_{BMP} (ft ²) the lesser of the area needed for infiltration of full DCV or minimum space requirements from Table 5.7 of the TGD for WQMP	217		
9 Amended soil depth, d_{media} (ft) Only included in certain BMP types, see Table 5-4 in the TGD for WQMP for reference to BMP design details	N/A		
10 Amended soil porosity	N/A		
11 Gravel depth, d_{media} (ft) Only included in certain BMP types, see Table 5-4 of the TGD for WQMP for BMP design details	1		
12 Gravel porosity	40%		
13 Duration of storm as basin is filling (hrs) Typical ~ 3hrs	3		
14 Above Ground Retention Volume (ft ³) $V_{retention} = \text{Item 8} * \{\text{Item 7} + (\text{Item 9} * \text{Item 10}) + (\text{Item 11} * \text{Item 12}) + (\text{Item 13} * (\text{Item 4} / 12))\}$	N/A		
15 Underground Retention Volume (ft ³) Volume determined using manufacturer's specifications and calculations	668		
16 Total Retention Volume from LID Infiltration BMPs: 668 (Sum of Items 14 and 15 for all infiltration BMP included in plan)			
17 Fraction of DCV achieved with infiltration BMP: 100% Retention% = Item 16 / Form 4.2-1 Item 7			
18 Is full LID DCV retained on-site with combination of hydrologic source control and LID retention and infiltration BMPs? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, demonstrate conformance using Form 4.3-10; if no, then reduce Item 3, Factor of Safety to 2.0 and increase Item 8, Infiltrating Surface Area, such that the portion of the site area used for retention and infiltration BMPs equals or exceeds the minimum effective area thresholds (Table 5-7 of the TGD for WQMP) for the applicable category of development and repeat all above calculations.			

4.3.3 Harvest and Use BMP

Harvest and reuse is not considered feasible for the site or product type.

4.3.4 Biotreatment BMP

Form 4.3-5 Selection and Evaluation of Biotreatment BMP (DA 4)		
<p>¹ Remaining LID DCV not met by site design HSC, infiltration, or harvest and use BMP for potential biotreatment (ft³): 1,180</p>	<p>List pollutants of concern: See Table 2.3-1</p>	
<p>² Biotreatment BMP Selected <i>(Select biotreatment BMP(s) necessary to ensure all pollutants of concern are addressed through Unit Operations and Processes, described in Table 5-5 of the TGD for WQMP)</i></p>	<p style="text-align: center;">Volume-based biotreatment <i>Use Forms 4.3-6 and 4.3-7 to compute treated volume</i></p> <p><input type="checkbox"/> Bioretention with underdrain <input type="checkbox"/> Planter box with underdrain <input type="checkbox"/> Constructed wetlands <input type="checkbox"/> Wet extended detention <input type="checkbox"/> Dry extended detention</p>	<p style="text-align: center;">Flow-based biotreatment <i>Use Form 4.3-8 to compute treated volume</i></p> <p><input type="checkbox"/> Vegetated swale <input type="checkbox"/> Vegetated filter strip <input checked="" type="checkbox"/> Proprietary biotreatment</p>
<p>³ Volume biotreated in volume based biotreatment BMP (ft³): 0</p>	<p>⁴ Compute remaining LID DCV with implementation of volume based biotreatment BMP (ft³): 1,180</p>	<p>⁵ Remaining fraction of LID DCV for sizing flow based biotreatment BMP: 100% <i>Item 4 / Item 1</i></p>
<p>⁶ Flow-based biotreatment BMP capacity provided (cfs): 0.08</p>		
<p>⁷ Metrics for MEP determination:</p> <ul style="list-style-type: none"> • Provided a WQMP with the portion of site area used for suite of LID BMP equal to minimum thresholds in Table 5-7 of the TGD for WQMP for the proposed category of development: <input type="checkbox"/> <i>If maximized on-site retention BMPs is feasible for partial capture, then LID BMP implementation must be optimized to retain and infiltrate the maximum portion of the DCV possible within the prescribed minimum effective area. The remaining portion of the DCV shall then be mitigated using biotreatment BMP.</i> 		

4.3.5 Conformance Summary

Form 4.3-9 Conformance Summary and Alternative Compliance Volume Estimate (DA 1)	
1	Total LID DCV for the Project DA-1 (ft ³): 5,190
2	On-site retention with site design hydrologic source control LID BMP (ft ³): 0
3	On-site retention with LID infiltration BMP (ft ³): 5,190
4	On-site retention with LID harvest and use BMP (ft ³): 0
5	On-site biotreatment with volume based biotreatment BMP (ft ³): 0
6	Flow capacity provided by flow based biotreatment BMP (cfs): 0
7	<p>LID BMP performance criteria are achieved if answer to any of the following is "Yes":</p> <ul style="list-style-type: none"> • Full retention of LID DCV with site design HSC, infiltration, or harvest and use BMP: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>If yes, sum of Items 2, 3, and 4 is greater than Item 1</i> • Combination of on-site retention BMPs for a portion of the LID DCV and volume-based biotreatment BMP that address all pollutants of concern for the remaining LID DCV: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, a) sum of Items 2, 3, 4, and 5 is greater than Item 1, and Items 2, 3 and 4 are maximized; or b) Item 6 is greater than Form 4.3-5 Item 6 and Items 2, 3 and 4 are maximized</i> • On-site retention and infiltration is determined to be infeasible and biotreatment BMP provide biotreatment for all pollutants of concern for full LID DCV: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, Form 4.3-1 Items 7 and 8 were both checked yes</i>
8	<p>If the LID DCV is not achieved by any of these means, then the project may be allowed to develop an alternative compliance plan. Check box that describes the scenario which caused the need for alternative compliance:</p> <ul style="list-style-type: none"> • Combination of HSC, retention and infiltration, harvest and use, and biotreatment BMPs provide less than full LID DCV capture: <input type="checkbox"/> <i>Checked yes for Form 4.3-5 Item 7, Item 6 is zero, and sum of Items 2, 3, 4, and 5 is less than Item 1. If so, apply water quality credits and calculate volume for alternative compliance, $V_{alt} = (Item\ 1 - Item\ 2 - Item\ 3 - Item\ 4 - Item\ 5) * (100 - Form\ 2.4-1\ Item\ 2)\%$</i> • An approved Watershed Action Plan (WAP) demonstrates that water quality and hydrologic impacts of urbanization are more effective when managed in at an off-site facility: <input type="checkbox"/> <i>Attach appropriate WAP section, including technical documentation, showing effectiveness comparisons for the project site and regional watershed</i>

Form 4.3-9 Conformance Summary and Alternative Compliance Volume Estimate (DA 2)

1	Total LID DCV for the Project DA-1 (ft ³): 910
2	On-site retention with site design hydrologic source control LID BMP (ft ³): 0
3	On-site retention with LID Infiltration BMP (ft ³): 910
4	On-site retention with LID harvest and use BMP (ft ³): 0
5	On-site biotreatment with volume based biotreatment BMP (ft ³): 0
6	Flow capacity provided by flow based biotreatment BMP (cfs): 0
7	<p>LID BMP performance criteria are achieved if answer to any of the following is "Yes":</p> <ul style="list-style-type: none"> • Full retention of LID DCV with site design HSC, infiltration, or harvest and use BMP: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>If yes, sum of Items 2, 3, and 4 is greater than Item 1</i> • Combination of on-site retention BMPs for a portion of the LID DCV and volume-based biotreatment BMP that address all pollutants of concern for the remaining LID DCV: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, a) sum of Items 2, 3, 4, and 5 is greater than Item 1, and Items 2, 3 and 4 are maximized; or b) Item 6 is greater than Form 4.3-5 Item 6 and Items 2, 3 and 4 are maximized</i> • On-site retention and infiltration is determined to be infeasible and biotreatment BMP provide biotreatment for all pollutants of concern for full LID DCV: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, Form 4.3-1 Items 7 and 8 were both checked yes</i>
8	<p>If the LID DCV is not achieved by any of these means, then the project may be allowed to develop an alternative compliance plan. Check box that describes the scenario which caused the need for alternative compliance:</p> <ul style="list-style-type: none"> • Combination of HSC, retention and infiltration, harvest and use, and biotreatment BMPs provide less than full LID DCV capture: <input type="checkbox"/> <i>Checked yes for Form 4.3-5 Item 7, Item 6 is zero, and sum of Items 2, 3, 4, and 5 is less than Item 1. If so, apply water quality credits and calculate volume for alternative compliance, $V_{alt} = (Item\ 1 - Item\ 2 - Item\ 3 - Item\ 4 - Item\ 5) * (100 - Form\ 2.4-1\ Item\ 2)\%$</i> • An approved Watershed Action Plan (WAP) demonstrates that water quality and hydrologic impacts of urbanization are more effective when managed in at an off-site facility: <input type="checkbox"/> <i>Attach appropriate WAP section, including technical documentation, showing effectiveness comparisons for the project site and regional watershed</i>

Form 4.3-9 Conformance Summary and Alternative Compliance Volume Estimate (DA 3)	
1	Total LID DCV for the Project DA-1 (ft ³): 530
2	On-site retention with site design hydrologic source control LID BMP (ft ³): 0
3	On-site retention with LID infiltration BMP (ft ³): 530
4	On-site retention with LID harvest and use BMP (ft ³): 0
5	On-site biotreatment with volume based biotreatment BMP (ft ³): 0
6	Flow capacity provided by flow based biotreatment BMP (cfs): 0
7	<p>LID BMP performance criteria are achieved if answer to any of the following is "Yes":</p> <ul style="list-style-type: none"> • Full retention of LID DCV with site design HSC, infiltration, or harvest and use BMP: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>If yes, sum of Items 2, 3, and 4 is greater than Item 1</i> • Combination of on-site retention BMPs for a portion of the LID DCV and volume-based biotreatment BMP that address all pollutants of concern for the remaining LID DCV: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, a) sum of Items 2, 3, 4, and 5 is greater than Item 1, and Items 2, 3 and 4 are maximized; or b) Item 6 is greater than Form 4.3-5 Item 6 and Items 2, 3 and 4 are maximized</i> • On-site retention and infiltration is determined to be infeasible and biotreatment BMP provide biotreatment for all pollutants of concern for full LID DCV: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, Form 4.3-1 Items 7 and 8 were both checked yes</i>
8	<p>If the LID DCV is not achieved by any of these means, then the project may be allowed to develop an alternative compliance plan. Check box that describes the scenario which caused the need for alternative compliance:</p> <ul style="list-style-type: none"> • Combination of HSC, retention and infiltration, harvest and use, and biotreatment BMPs provide less than full LID DCV capture: <input type="checkbox"/> <i>Checked yes for Form 4.3-5 Item 7, Item 6 is zero, and sum of Items 2, 3, 4, and 5 is less than Item 1. If so, apply water quality credits and calculate volume for alternative compliance, $V_{alt} = (Item\ 1 - Item\ 2 - Item\ 3 - Item\ 4 - Item\ 5) * (100 - Form\ 2.4-1\ Item\ 2)\%$</i> • An approved Watershed Action Plan (WAP) demonstrates that water quality and hydrologic impacts of urbanization are more effective when managed in at an off-site facility: <input type="checkbox"/> <i>Attach appropriate WAP section, including technical documentation, showing effectiveness comparisons for the project site and regional watershed</i>

Form 4.3-9 Conformance Summary and Alternative Compliance Volume Estimate (DA 4)	
1	Total LID DCV for the Project DA-1 (ft ³): 1,180
2	On-site retention with site design hydrologic source control LID BMP (ft ³): 0
3	On-site retention with LID infiltration BMP (ft ³):
4	On-site retention with LID harvest and use BMP (ft ³): 0
5	On-site biotreatment with volume based biotreatment BMP (ft ³): 0
6	Flow capacity provided by flow based biotreatment BMP (cfs): .083
7	<p>LID BMP performance criteria are achieved if answer to any of the following is "Yes":</p> <ul style="list-style-type: none"> • Full retention of LID DCV with site design HSC, infiltration, or harvest and use BMP: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, sum of Items 2, 3, and 4 is greater than Item 1</i> • Combination of on-site retention BMPs for a portion of the LID DCV and volume-based biotreatment BMP that address all pollutants of concern for the remaining LID DCV: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, a) sum of Items 2, 3, 4, and 5 is greater than Item 1, and Items 2, 3 and 4 are maximized; or b) Item 6 is greater than Form 4.3-5 Item 6 and Items 2, 3 and 4 are maximized</i> • On-site retention and infiltration is determined to be infeasible and biotreatment BMP provide biotreatment for all pollutants of concern for full LID DCV: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>If yes, Form 4.3-1 Items 7 and 8 were both checked yes</i>
8	<p>If the LID DCV is not achieved by any of these means, then the project may be allowed to develop an alternative compliance plan. Check box that describes the scenario which caused the need for alternative compliance:</p> <ul style="list-style-type: none"> • Combination of HSC, retention and infiltration, harvest and use, and biotreatment BMPs provide less than full LID DCV capture: <input type="checkbox"/> <i>Checked yes for Form 4.3-5 Item 7, Item 6 is zero, and sum of Items 2, 3, 4, and 5 is less than Item 1. If so, apply water quality credits and calculate volume for alternative compliance, $V_{alt} = (Item\ 1 - Item\ 2 - Item\ 3 - Item\ 4 - Item\ 5) * (100 - Form\ 2.4-1\ Item\ 2)\%$</i> • An approved Watershed Action Plan (WAP) demonstrates that water quality and hydrologic impacts of urbanization are more effective when managed in at an off-site facility: <input type="checkbox"/> <i>Attach appropriate WAP section, including technical documentation, showing effectiveness comparisons for the project site and regional watershed</i>

4.3.6 Hydromodification Control BMP

The Project is within the County of San Bernardino HCOC exempt area, and is therefore, now proposed to address HCOC concerns.

Section 5 Inspection and Maintenance Responsibility for Post Construction BMP

Form 5-1 BMP Inspection and Maintenance (use additional forms as necessary)			
BMP	Reponsible Party(s)	Inspection/ Maintenance Activities Required	Minimum Frequency of Activities
Underground Infiltration Chambers	HOA	The underground infiltration chambers should be inspected for infiltration performance (fouling, blockage, damage,), equipment repair/maintenance, differential settlement, cracking, sediment accumulation, storage of accumulated sediment of other wastes, and trash and debris.	Bi-yearly & after each significant rain event
Katchall Bio-Filter	HOA	Inspect topsoil and mulch layer for uniform flow, replace soil media, trash and debris, standing water, irrigation system, filter replacement, catch basin stencil	Annually or during wet season after rain event
Storm Drain System Stenciling and Signage	HOA	All on-site storm drain inlets/catch basins will be labeled with "No Dumping – Drains to Ocean" or an equivalent message as directed by the City. Replace labels as needed if label begins fading, becomes difficult to read, or dislodged.	Bi-monthly
Mechanical Street Sweeping	HOA	Perform mechanical street sweeping for streets within the project.	Bi-monthly

Water Quality Management Plan (WQMP)

<p>Efficient Irrigation</p>	<p>HOA</p>	<p>Repair or replace any malfunctioning irrigation equipment as needed. Install shutoff devices and sensors to ensure conservation of water. Test monthly to ensure moisture sensors are working properly and over-spray is not occurring. Test entire system twice a year.</p>	<p>Weekly visual inspection and repair as needed. Test system twice a year.</p>
<p>Common Area Landscaping and Slopes</p>	<p>HOA</p>	<p>Check vegetation for bare spots and ensure proper watering. Ensure implementation of efficient irrigation techniques as discussed in the WQMP. Replace bare areas and broken sprinklers as needed. Remove trash, sediment, debris, and invasive plant species as needed.</p>	<p>Weekly and increase frequency as needed</p>

Section 6 WQMP Attachments

6.1. Site Plan and Drainage Plan

Include a site plan and drainage plan sheet set containing the following minimum information:

- Project location
- Site boundary
- Land uses and land covers, as applicable
- Suitability/feasibility constraints
- Structural Source Control BMP locations
- Site Design Hydrologic Source Control BMP locations
- LID BMP details
- Drainage delineations and flow information
- Drainage connections

6.2 Post Construction

O&M Plans and Maintenance Agreements for BMPs will be completed with final WQMP.

6.3 Other Supporting Documentation

- *BMP Educational Materials – to be submitted with final WQMP*
- *Activity Restriction – C, C&R's & Lease Agreements – to be submitted with final WQMP*
- *Katchall Documentation*

Stormwater Pollution Prevention

*Best Management Practices for Homeowner's Associations,
Property Managers and Property Owners*



*Your Guide To Maintaining Water
Friendly Standards In Your Community*

sbcountystormwater.org

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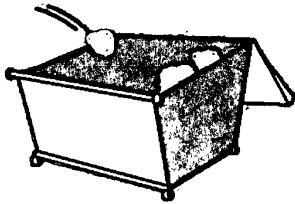
COMMERCIAL TRASH ENCLOSURES

FOLLOW THESE REQUIREMENTS TO KEEP OUR WATERWAYS CLEAN

Trash enclosures, such as those found in commercial and apartment complexes, typically contain materials that are intended to find their way to a landfill or a recycling facility. These materials are NOT meant to go into our local lakes and rivers.

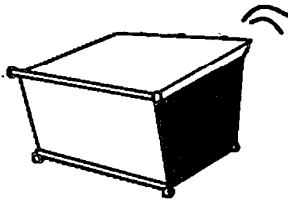
PROTECT WATER QUALITY BY FOLLOWING THESE SIMPLE STEPS

PUT TRASH INSIDE



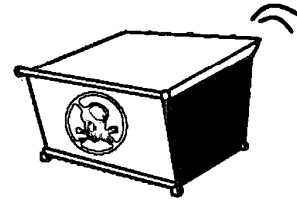
Place trash inside the bin (preferably in sealed bags)

CLOSE THE LID



Prevent rain from entering the bin in order to avoid leakage of polluted water runoff

KEEP TOXICS OUT



- Paint
- Grease, fats and used oils
- Batteries, electronics and fluorescent lights

SOME ADDITIONAL GUIDELINES, INCLUDE

✓ **SWEEP FREQUENTLY**
Sweep trash enclosure areas frequently, instead of hosing them down, to prevent polluted water from flowing into the streets and storm drains.

✓ **FIX LEAKS**
Address trash bin leaks immediately by using dry clean up methods and report to your waste hauler to receive a replacement.

✓ **CONSTRUCT ROOF**
Construct a solid cover roof over the existing trash enclosure structure to prevent rainwater from coming into contact with trash and garbage. Check with your local City/County for Building Codes.

In San Bernardino County, stormwater pollution is caused by food waste, landscape waste, chemicals and other debris that are washed into storm drains and end up in our waterways - untreated! You can be part of the solution by maintaining a water-friendly trash enclosure.

THANK YOU FOR HELPING TO KEEP SAN BERNARDINO COUNTY CLEAN AND HEALTHY!



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HAZARDOUS WASTE

CESQG PROGRAM

Conditionally Exempt Small Quantity Generator

WHAT IS A CESQG?

Businesses that generate 27 gallons or 220 lbs. of hazardous waste, or 2.2 lbs. of extremely hazardous waste per month are called "Conditionally Exempt Small Quantity Generators," or CESQGs. San Bernardino County Household Hazardous Program provides waste management services to CESQG businesses. The most common CESQGs in San Bernardino County are painters, print shops, auto shops, builders, agricultural operators and property managers, but there are many others. When you call, be ready to describe the types and amounts of waste your business generates in a typical month. If you generate hazardous waste on a regular basis, you must:

- Register with San Bernardino County Fire Department (909) 386-8401 as a hazardous waste generator.
- To obtain an EPA ID# and application form from the State visit www.dtsc.ca.gov.
- Manage hazardous waste in accordance with all applicable local, state and federal laws and regulations.

HOW DO I GET SERVICE?

To arrange an appointment for the CESQG Program, call 1-800-OILY CAT or 909-382-5401. Be ready to describe the type and amount of hazardous waste your business is ready to dispose of, and the types and size(s) of containers that the waste is in.

Waste Type and Cost

There is a small handling fee involved in the collection of hazardous waste from your business. Disposal costs depend on the type of waste.

Aerosols	\$1.29/lb.
Automobile motor oil	\$.73/gal.
Anti-freeze	\$1.57/gal.
Contaminated oil	\$4.48/gal.
Car batteries	\$.62/ea.
Corrosive liquids, solids	\$2.80/lb.
Flammable solids, liquids	\$1.57/lb.
Latex Paint	\$.73/lb.
Mercury	\$10.08/lb.
NiCad/Alkaline Batteries	\$2.13/lb.
Oil Base Paints	\$1.00/lb.
Oil Filters	\$.56/ea.
Oxidizers	\$9.63/lb.
PCB Ballasts	\$5.94/lb.
Pesticides (most)	\$2.91/lb.
Photofixer, developer	\$4.31/gal.
Television & Monitors	\$11.20/ea.
Additional Handling	\$138.00/hr.

Rates subject to change without notice

WE CANNOT ACCEPT

- * Radioactives
- * Water reactives
- * Explosives
- * Compressed gas cylinders
- * Medical or biohazardous waste
- * Asbestos
- * Remediation wastes



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HAZARDOUS WASTE

WHY IS THE FIRE DEPARTMENT COLLECTING HAZARDOUS WASTE?

Small Quantity Generators often have difficulty disposing of small quantities of hazardous waste. Hazardous waste companies usually have a minimum amount of waste that they will pick up, or charge a minimum fee for service. Typically, the minimum fee exceeds the cost of disposal for the hazardous waste. This leaves the small quantity generator in a difficult situation. Some respond by storing hazardous waste until it becomes economical for the hazardous waste transporter to pick it up, putting the business out of compliance by exceeding regulatory accumulation time limits. Other businesses simply store their hazardous wastes indefinitely, creating an unsafe work environment and exceeding accumulation time limits. Yet other businesses attempt to illegally dispose of their waste at household hazardous waste collection facilities. These facilities are not legally permitted to accept commercial wastes, nor are prepared to provide legal documentation for commercial hazardous waste disposal. In answer to the problems identified above, the San Bernardino County Fire Department Household Hazardous Program instituted the Conditionally Exempt Small Quantity Generator Program.

PAYMENT FOR SERVICES

The CESQG Program will prepare an invoice for your business at the time of service. You can pay at the time of service with cash or a check, or you can mail your payment to the Fire Department within 30 days. Please note that we do not accept credit card payments. The preferred method of payment is to handle payment at time of service. Additional charges may apply for accounts not paid within 30 days.

ARE THERE ANY OTHER WAYS THAT I CAN SAVE MONEY ON HAZARDOUS WASTE DISPOSAL?

Yes! First, start by reducing the amount of waste that you produce by changing processes or process chemicals, at your business. Next, examine if there is a way that you can recycle your waste back into your processes. Network with similar businesses or trade associations for waste minimization and pollution prevention solutions.

WHAT IF YOUR BUSINESS DOES NOT QUALIFY?

Call the San Bernardino County Fire Department Field Services Division for assistance with hazardous waste management at 909-386-8401. If you reduce the amount of waste you generate each month to 27 gallons or less, you may qualify in the future.

WHAT HAPPENS TO YOUR HAZARDOUS WASTE?

Hazardous waste collected by the CESQG Program is transported to a state permitted processing facility in San Bernardino. The waste is further processed at this point and packaged for off-site recycling (oil filters, oil, latex paint, antifreeze, and batteries) or destructive incineration (pesticides, corrosives, flammables, oil based paint).

San Bernardino County Fire Department
CESQG Program
2824 East "W" Street
San Bernardino, CA 92415-0799
Phone: 909-382-5401
Fax: 909-382-5413
www.sbcfire.org/hazmat/hhw.asp
Email: jschwab@sbcfire.org



In the event of a spill or discharge to a storm drain or waterway, contact San Bernardino County Stormwater immediately: (877) WASTE18 | sbcountystormwater.org/report

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COMMERCIAL LANDSCAPE

DISCHARGE TO THE STORM DRAIN, ACCIDENTAL OR NOT, COULD LEAD TO ENFORCEMENT ACTIONS, WHICH COULD INCLUDE FINES.

Follow the best practices below to prevent water pollution from landscaping activities.

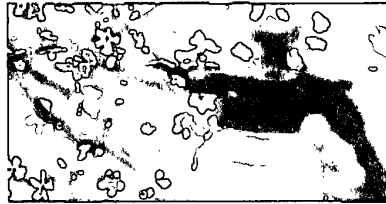
RECYCLE YARD WASTE



- ① Recycle leaves, grass clippings and other yard waste.
- ① Do not blow, sweep, rake or hose yard waste into the street or catch basin.
- ① Try **grasscycling**: the natural recycling of grass by leaving clippings on the lawn when mowing.

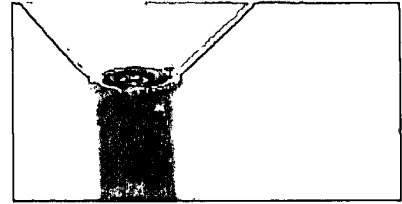
For more information, please visit:
www.calrecycle.ca.gov/organics/grasscycling

USE FERTILIZERS, HERBICIDES AND PESTICIDES SAFELY



- ① Fertilizers, herbicides and pesticides are often carried into the storm drain system by sprinkler runoff. Use natural and non-toxic alternatives as often as possible.
- ① If you must use chemical fertilizers, herbicides or pesticides:
 - Spot apply, rather than blanketing entire areas.
 - Avoid applying near curbs and driveways, and never before a rain.
 - Apply fertilizers as needed: when plants could best use it and when the potential runoff would be low.
 - Follow the manufacturer's instructions carefully—this will not only give the best results, but will save money.

USE WATER WISELY



- ① Control the amount of water and direction of sprinklers. Sprinklers should only be on long enough to allow water to soak into the ground, but not so long as to cause runoff.
- ① Periodically inspect, fix leaks and realign sprinkler heads.
- ① Plant native vegetation to reduce the need of water, fertilizers, herbicides and pesticides.

! HOMEOWNERS

KEEP THESE TIPS IN MIND WHEN HIRING PROFESSIONAL LANDSCAPERS AND REMIND AS NECESSARY.



Leftover pesticides, fertilizers, and herbicides contaminate landfills and should be disposed of through a Hazardous Waste Facility.

For more information on proper disposal call,

*FREE for San Bernardino County residents only. Businesses can call for cost inquiries and to schedule an appointment.



In the event of a spill or discharge to a storm drain or waterway, contact San Bernardino County Stormwater immediately: (877) WASTE13 | sbcountystormwater.org/report

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SIDEWALK, PLAZA, ENTRY MONUMENT & FOUNTAIN MAINTENANCE

Pollutants on sidewalks and other pedestrian traffic areas and plazas are typically due to littering and vehicle use. Fountain water containing chlorine and copperbased algaecides is toxic to aquatic life. Proper inspection, cleaning, and repair of pedestrian areas and HOA owned surfaces and structures can reduce pollutant runoff from these areas. Maintaining these areas may involve one or more of the following activities:

1. Surface Cleaning
2. Graffiti Cleaning
3. Sidewalk Repair
4. Controlling Litter
5. Fountain Maintenance

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for sidewalk, plaza, and fountain maintenance and cleaning include:

- Use dry cleaning methods whenever practical for surface cleaning activities.
- Use the least toxic materials available (e.g. water based paints, gels or sprays for graffiti removal).
- Once per year, educate HOA staff and tenants on pollution prevention measures.

MODEL PROCEDURES:

1. Surface Cleaning

Discharges of wash water to the storm water drainage system from cleaning or hosing of impervious surfaces is prohibited.
Sidewalks, Plazas

- ✓ Use dry methods (e.g. sweeping, backpack blowers, vacuuming) whenever practical to clean sidewalks and plazas rather than hosing, pressure washing, or steam cleaning. **DO NOT** sweep or blow material into curb; use devices that contain the materials.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.



In the event of a spill or discharge to a storm drain or waterway, contact San Bernadino County Stormwater immediately: (877) WASTE18 | sbcountystormwater.org/report

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SIDEWALK, PLAZA, ENTRY MONUMENT & FOUNTAIN MAINTENANCE

Parking Areas, Driveways, Drive-thru

- ✓ Parking facilities should be swept/vacuumed on a regular basis. Establish frequency of public parking lot sweeping based on usage and field observations of waste accumulation.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.
- ✓ Sweep all parking lots at least once before the onset of the wet season.
- ✓ Use absorbents to pick up oil; then dry sweep.
- ✓ Appropriately dispose of spilled materials and absorbents.

OPTIONAL:

- Consider increasing sweeping frequency based on factors such as traffic volume, land use, field observations of sediment and trash accumulation, proximity to water courses, etc.

Building Surfaces, Decks, etc., without loose paint

- ✓ Use high-pressure water, no soap.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.

Unpainted Building Surfaces, Wood Decks, etc.

- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.
- ✓ Use biodegradable cleaning agents to remove deposits.
- ✓ Make sure pH is between 6.5 and 8.5 THEN discharge to landscaping (if cold water without a cleaning agent) otherwise dispose of properly.

2. Graffiti Cleaning

Graffiti Removal

- ✓ Avoid graffiti abatement activities during rain events.
- ✓ When graffiti is removed by painting over, implement the procedures under Painting and Paint Removal in the Roads, Streets, and Highway Operation and Maintenance procedure sheet.
- ✓ Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and/or by using absorbent and properly disposing of the absorbent.



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SIDEWALK, PLAZA, ENTRY MONUMENT & FOUNTAIN MAINTENANCE

- ✓ Note that care should be taken when disposing of waste since it may need to be disposed of as hazardous waste.

OPTIONAL:

- Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).

3. Sidewalk Repair

Surface Removal and Repair

- ✓ Schedule surface removal activities for dry weather if possible.
- ✓ Avoid creating excess dust when breaking asphalt or concrete.
- ✓ Take measures to protect nearby storm drain inlets prior to breaking up asphalt or concrete (e.g. place hay bales or sand bags around inlets). Clean afterwards by sweeping up material.
- ✓ Designate an area for clean up and proper disposal of excess materials.
- ✓ Remove and recycle as much of the broken pavement as possible.
- ✓ When making saw cuts in pavement, use as little water as possible. Cover each storm drain inlet with filter fabric during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the inlets. After the liquid drains shovel or vacuum the slurry, remove from site and dispose of properly.
- ✓ Always dry sweep first to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquid in storm drains. Once dry sweeping is complete, the area may be hosed down if needed. Discharge wash water to landscaping, pump to the sanitary sewer if permitted to do so or contain and dispose of properly.

Concrete Installation and Repair

- ✓ Avoid mixing excess amounts of fresh concrete or cement mortar on-site. Only mix what is needed for the job.
- ✓ Wash concrete trucks off-site or in designated areas on-site, such that there is no discharge of concrete wash water into storm drain inlets, open ditches, streets, or other storm water conveyance structures. (See Concrete Waste Management BMP WM – 8)



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SIDEWALK, PLAZA, ENTRY MONUMENT & FOUNTAIN MAINTENANCE

- ✓ Store dry and wet concrete materials under cover, protected from rainfall and runoff and away from drainage areas. After job is complete remove temporary stockpiles (asphalt materials, sand, etc.) and other materials as soon as possible.
- ✓ Return leftover materials to the transit mixer. Dispose of small amounts of excess concrete, grout, and mortar in the trash.
- ✓ When washing concrete to remove fine particles and expose the aggregate, contain the wash water for proper disposal.
- ✓ Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stock pile, or dispose in the trash.
- ✓ Protect applications of fresh concrete from rainfall and runoff until the material has hardened.

4. Litter Control

- ✓ Enforce anti-litter laws.
- ✓ Provide litter receptacles in busy, high pedestrian traffic areas of the community, at recreational facilities, and at community events.
- ✓ Cover litter receptacles and clean out frequently to prevent leaking/spillage or overflow.

OPTIONAL:

- Post "No Littering" signs.

5. Fountain Maintenance

- ✓ Do not use copper-based algaecides. Control algae with chlorine or other alternatives, such as sodium bromide.
- ✓ Allow chlorine to dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped area. Water must be tested prior to discharge to ensure that chlorine is not present (concentration must be less than 0.1 ppm).
- ✓ Contact local agency for approval to drain into sewer or storm drain.
- ✓ Avoid mixing excess amounts of fresh concrete or cement mortar on-site. Only mix what is needed for the job.



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EQUIPMENT MAINTENANCE & REPAIR

Vehicle or equipment maintenance has the potential to be a significant source of stormwater pollution. Engine repair and service (parts cleaning, spilled fuel, oil, etc.), replacement of fluids, and outdoor equipment storage and parking (dripping engines) can all contaminate stormwater. Conducting the following activities in a controlled manner will reduce the potential for stormwater contamination:

1. General Maintenance and Repair
2. Vehicle and Machine Repair
3. Waste Handling/Disposal

Related vehicle maintenance activities are covered under the following program headings in this manual: "Vehicle and Equipment Cleaning", "Vehicle and Equipment Storage", and "Vehicle Fueling".

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for equipment maintenance and repair include:

- Review maintenance activities to verify that they minimize the amount of pollutants discharged to receiving waters. Keep accurate maintenance logs to evaluate materials removed and improvements made.
- Switch to non-toxic chemicals for maintenance when possible.
- Choose cleaning agents that can be recycled.
- Minimize use of solvents. Clean parts without using solvents whenever possible. Recycle used motor oil, diesel oil, and other vehicle fluids and parts whenever possible.
- Once per year, educate HOA staff and tenants on pollution prevention measures.



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EQUIPMENT MAINTENANCE & REPAIR

MODEL PROCEDURES:

1. General Maintenance and Repair

General Guidelines

→ Note: Permission must be obtained for any discharge of wash water to the sanitary sewer from the local sewerage agency.

- ✓ Review maintenance activities to verify that they minimize the amount of pollutants discharged to receiving waters. Keep accurate maintenance logs to evaluate materials removed and improvements made.
- ✓ Regularly inspect vehicles and equipment for leaks.
- ✓ Move activity indoors or cover repair area with a permanent roof if feasible.
- ✓ Minimize contact of stormwater with outside operations through berming the local sewerage and drainage routing.
- ✓ Place curbs around the immediate boundaries of the process equipment.
- ✓ Clean yard storm drain inlets regularly and stencil them.

Good Housekeeping

- ✓ Avoid hosing down work areas. If work areas are washed and if discharge to the sanitary sewer is allowed, treat water with an appropriate treatment device (e.g. clarifier) before discharging. If discharge to the sanitary sewer is not permitted, pump water to a tank and dispose of properly.
- ✓ Collect leaking or dripping fluids in drip pans or container. Fluids are easier to recycle or dispose of properly if kept separate.
- ✓ Keep a drip pan under the vehicle while you unclip hoses, unscrew filters, any discharge of or remove other parts. Place a drip pan under any vehicle that might leak while you work on it to keep splatters or drips off the shop floor.
- ✓ Educate employees on proper handling and disposal of engine fluids.
- ✓ Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around.
- ✓ Do not pour liquid waste to floor drains, sinks, outdoor storm drain inlets, or other storm drains or sewer connections.
- ✓ Post signs at sinks and stencil outdoor storm drain inlets.

2. Vehicle Repair

General Guidelines

- ✓ Perform vehicle fluid removal or changing inside of a building or in a contained covered area, where feasible, to prevent the run-on of stormwater and the runoff of spills.
- ✓ Regularly inspect vehicles and equipment for leaks, and repair as needed.



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EQUIPMENT MAINTENANCE & REPAIR

- ✓ Use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- ✓ Immediately drain all fluids from wrecked vehicles. Ensure that the drain pan or drip pan is large enough to contain drained fluids (e.g. larger pans are needed to contain antifreeze, which may gush from some vehicles).
- ✓ Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around.
- ✓ Recycle used motor oil, diesel oil, and other vehicle fluids and parts whenever possible.
- ✓ Oil filters disposed of in trash cans or dumpsters can leak oil. Place the oil filter in a funnel over a waste oil recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask your oil supplier or recycler about recycling oil filters.
- ✓ Store cracked batteries in a non-leaking secondary container and dispose of properly at recycling facilities or at County hazardous waste disposal site.

Vehicle Leak and Spill Control

- ✓ Use absorbent materials on small spills. Remove the absorbent materials promptly and dispose of properly.
- ✓ Place a stockpile of spill cleanup materials where it will be readily accessible.
- ✓ Sweep floor using dry absorbent material.

3. Machine Repair

- ✓ Keep equipment clean; don't allow excessive build-up of oil or grease.
- ✓ Minimize use of solvents.
- ✓ Use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- ✓ Perform major equipment repairs at the corporation yard, when practical.
- ✓ Following good housekeeping measures in Vehicle Repair section.

4. Waste Handling/Disposal

Waste Reduction

- ✓ Prevent spills and drips of solvents and cleansers to the shop floor.
- ✓ Do liquid cleaning at a centralized station so the solvents and residues stay in one area. Recycle liquid cleaners when feasible.



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EQUIPMENT MAINTENANCE & REPAIR

- ✓ Locate drip pans, drain boards, and drying racks to direct drips back into a solvent sink or fluid holding tank for reuse.

OPTIONAL:

- If possible, eliminate or reduce the amount of hazardous materials and waste by substituting non-hazardous or less hazardous material:
 - Use non-caustic detergents instead of caustic cleaning for parts cleaning.
 - Use a water-based cleaning service and have tank cleaned. Use detergent-based or water-based cleaning systems in place of organic solvent degreasers.
 - Replace chlorinated organic solvents with non-chlorinated solvents. Non-chlorinated solvents like kerosene or mineral spirits are less toxic and less expensive to dispose of properly. Check list of active ingredients to see whether it contains chlorinated solvents.
 - Choose cleaning agents that can be recycled.

Recycling

OPTIONAL:

- Separate wastes for easier recycling. Keep hazardous and non-hazardous wastes separate, do not mix used oil and solvents, and keep chlorinated solvents separate from non-chlorinated solvents.
- Label and track the recycling of waste material (e.g. used oil, spent solvents, batteries).
- Purchase recycled products to support the market for recycled materials.

LIMITATIONS:

Space and time limitations may preclude all work being conducted indoors. It may not be possible to contain and clean up spills from vehicles/equipment brought on-site after working hours. Dry floor cleaning methods may not be sufficient for some spills – see spill prevention and control procedures sheet. Identification of engine leaks may require some use of solvents.



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POOL MAINTENANCE

Pool chemicals and filter solids, when discharged to the City streets, gutters or storm drains, DO NOT GET TREATED before reaching the Santa Ana River. Chlorine, acid cleaning chemicals and metal-based algaecides used in pools can kill beneficial organisms in the food chain and pollute our drinking water.

When emptying your swimming pool, spa or fountain, please use one of the following best management practices to prevent water pollution:

- Reuse the water as landscape irrigation
- Empty the water into the sewer between midnight and 6:00 am
- Remove solids and floating debris and dispose of in the trash, de-chlorinate the water to a chlorine residual = 0, wait 24 hours, then discharge the water to the street or storm drain
- Try not to use metal-based algaecides (i.e. copper sulfate) in your pool or spa. If you have, empty your pool or spa into the sewer. Prior to discharging pool water into the sanitary sewer system, contact your local agency.
- If the pool contains algae and mosquito larvae, discharge the water to the sewer

When acid cleaning or other chemical cleaning:

- Neutralize the pool water to pH of 6.5 to 8.5, then discharge to the sewer

For swimming pool and spa filter backwash:

- Dispose of solids into trash bag, then wash filter into a landscape area
- Settle, dispose of solids in trash and discharge water to the sewer, never to the storm drain



In the event of a spill or discharge to a storm drain or waterway, contact San Bernadino County Stormwater immediately: (877) WASTE18 | sbcountystormwater.org/report

sbcountystormwater.org

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For Residents

The following is a preview of the information we have available to residents. For more fact sheets, visit sbcountystormwater.org

Household Hazardous Waste Center Locations

TOO TOXIC TO TRASH

Dispose of your **HOUSEHOLD HAZARDOUS WASTE (HHW)** at a **FREE HHW Center** near you. Examples of items collected: pesticides, fertilizers, paints, cleaners, antifreeze, batteries, motor oil, oil filters, and electronic waste.

SERVICE AREA	LOCATION	DAYS OPEN	HOURS
Big Bear Lake <small>(does not accept E waste)</small>	42040 Garstin Dr. (cross: Big Bear Blvd.)	Saturdays	9 a.m. - 2 p.m.
Chino	5050 Schaefer Ave. (cross: 4th St.)	2 nd & 4 th Sat.	8 a.m. - 1 p.m.
Fontana <small>(Fontana residents only)</small>	16454 Orange Way (cross: Cypress Ave.) <small>Note: Provide a trash bill and a driver's license as proof of residency.</small>	Saturdays	8 a.m. - 12 p.m.
Ontario	1430 S. Cucamonga Ave. (cross: Belmont St.)	Fri. & Sat.	9 a.m. - 2 p.m.
Rancho Cucamonga	8794 Lion Street. (Off 9th St. between Vineyard and Hellman)	Saturdays	8 a.m. - 12 p.m.
Redlands	500 Kansas St. (cross: Park Ave.)	Saturdays	9:30 a.m. - 12:30 p.m.
Rialto <small>(does not accept E-waste)</small>	246 Willow Ave. (cross: Rialto Ave.)	2 nd & 4 th Fri. & Sat.	8 a.m. - 12 p.m.
San Bernardino	2824 East 'W' St., 302 (cross: Victoria Ave.)	Mon. - Fri.	9 a.m. - 4 p.m.
Upland	1370 N. Benson Ave. (cross: 14th St.)	Saturdays	9 a.m. - 2 p.m.

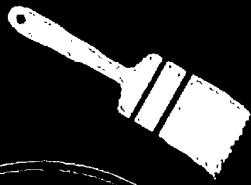


To report illegal dumping, call **(877) WASTE18**
or visit sbcountystormwater.org

Artwork Courtesy of the City of Los Angeles Stormwater Program. Printed on recycled paper.

TAKE ONE

PAINT



WE DID IT OURSELVES AND WE DID IT RIGHT

When painting your home,
protect your family and community.

- **PAINTS** that are water-based are less toxic and should be used whenever possible.
- **BRUSHES** with water-based paint should be washed in the sink. Those with oil-based paint should be cleaned with paint thinner.
- **SAFELY** dispose of unwanted paint and paint thinner. The County of San Bernardino offers 9 HHW Centers that accept paint and other household hazardous waste from residents **FREE** of charge. For a list of acceptable materials, location information, and hours of operation call 1-800-OILY CAT.



In the event of a spill or discharge to a storm drain or waterway, contact San Bernardino County Stormwater immediately: (877) WASTE18 | sbcountystormwater.org/report

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VEHICLE MAINTENANCE

Oil, grease, anti-freeze and other toxic automotive fluids often make their way into the San Bernardino County storm drain system, and do not get treated before reaching the Santa Ana River. This pollutes our drinking water and contaminates waterways, making them unsafe for people and wildlife. Follow these best management practices to prevent pollution and protect public health.

Cleaning Auto Parts

Scrape parts with a wire brush or use a bake oven rather than liquid cleaners. Arrange drip pans, drying racks and drain boards so that fluids are directed back into the parts washer or the fluid holding tank. Do not wash parts or equipment in a sink, parking lot, driveway or street.

Storing Hazardous Waste

Keep your liquid waste segregated. Many fluids can be recycled via hazardous waste disposal companies if they are not mixed. Store all materials under cover with spill containment or inside to prevent contamination of rainwater runoff.

Preventing Leaks and Spills

Conduct all vehicle maintenance inside of a garage. Place drip pans underneath vehicle to capture fluids. Use absorbent materials instead of water to clean work areas.

Cleaning Spills

Use dry methods for spill cleanup (sweeping, absorbent materials). To report accidental spills into the street or storm drain call (877) WASTE18 or 911.

Proper Disposal of Hazardous Waste

Dispose of household hazardous waste by taking it to your nearest household hazardous waste center. For more information, call 1-800-OILY CAT or check out sbcountystormwater.org/Disposal.html



In the event of a spill or discharge to a storm drain or waterway, contact San Bernardino County Stormwater immediately: (877) WASTE18 | sbcountystormwater.org/report

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PET WASTE DISPOSAL

FREE DOGGIE WASTE BAGS

Remember to pick up after your pet every time
to keep San Bernardino County clean and healthy!

To RECEIVE your
FREE CONTAINER
visit us online at
sbcountystormwater.org/dog



In the event of a spill or discharge to a storm drain or waterway, contact San Bernardino County Stormwater immediately: (877) WASTE18 | sbcountystormwater.org/report

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Get In Touch With Us Online!



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sbcountystormwater.org



» **eUpdates**
sbcountystormwater.org/newsletter



» **Facebook**
facebook.com/sbcountystormwater



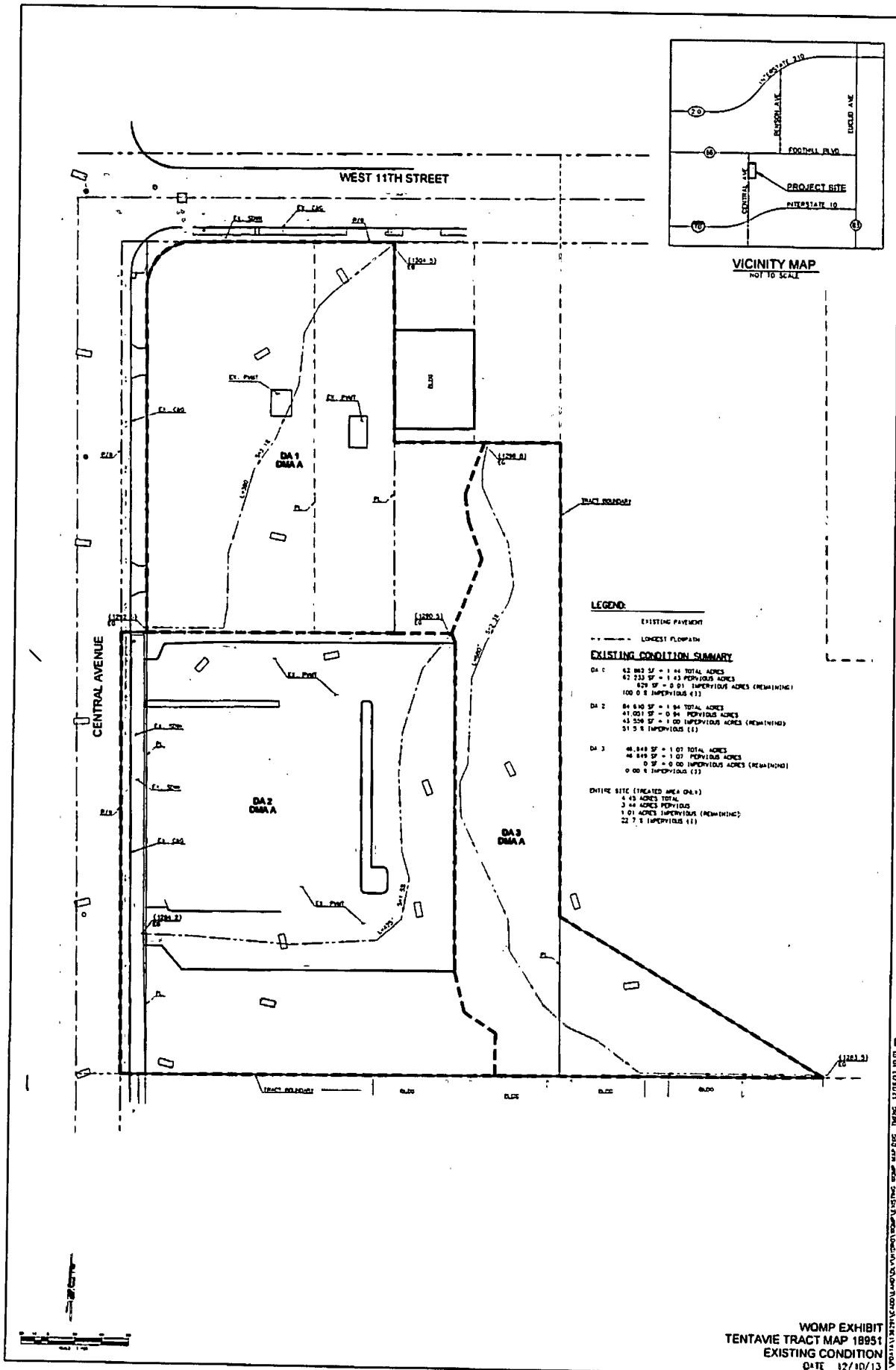
» **YouTube**
youtube.com/sbcountystormwater

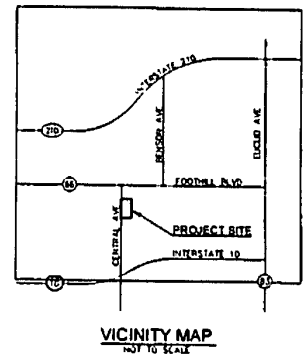
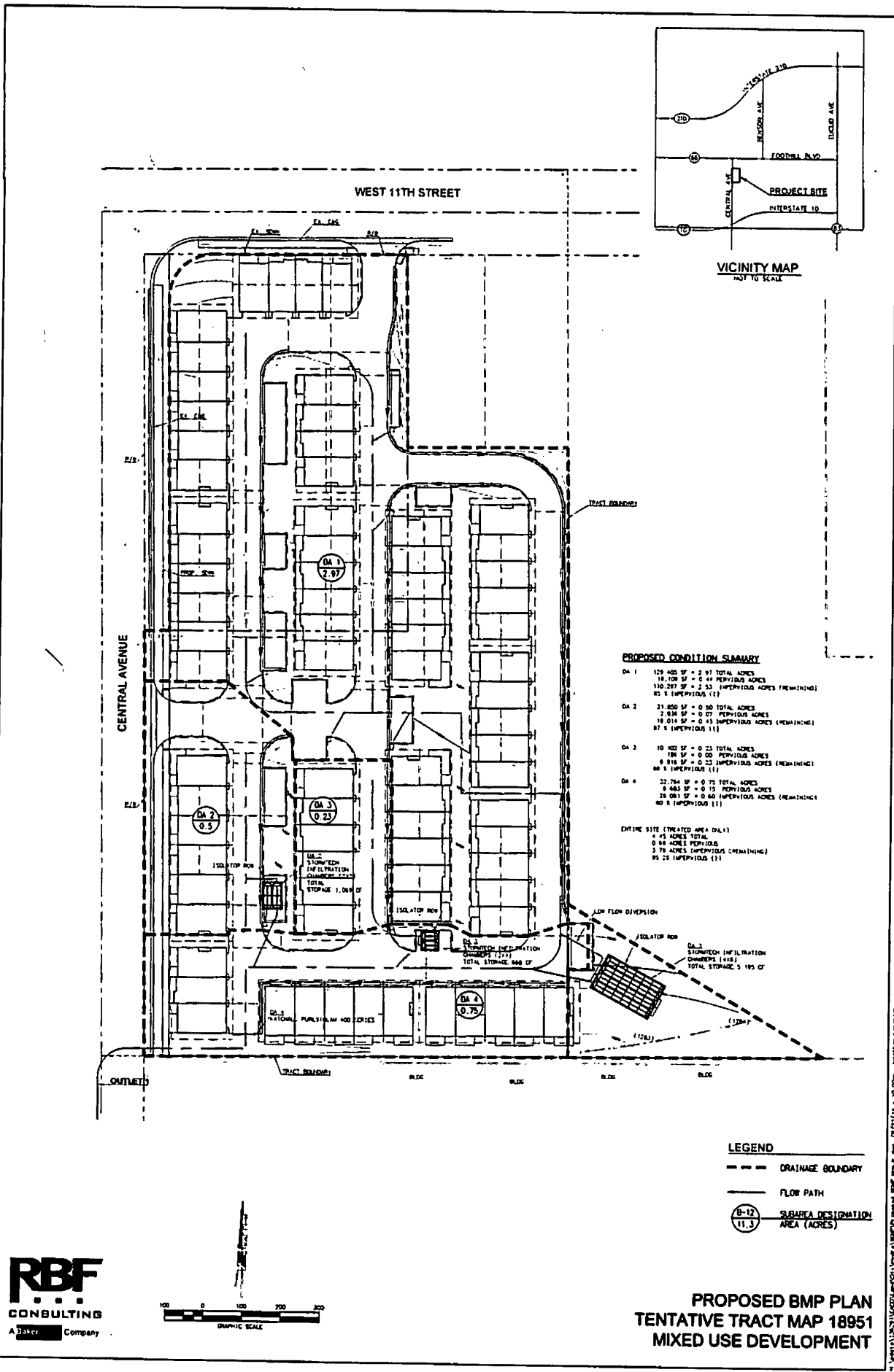


» **Report Pollution Violations**
sbcountystormwater.org/report



» **Email**
info@sbcountystormwater.org



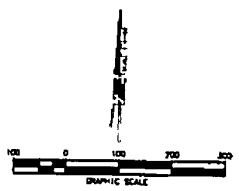


PROPOSED CONDITION SUMMARY

Subarea	Total Acres	Permeable Acres	Impermeable Acres
DA 1	129,400 SF = 2.97	19,100 SF = 0.44	110,297 SF = 2.53
DA 2	21,800 SF = 0.50	2,800 SF = 0.07	18,996 SF = 0.43
DA 3	10,400 SF = 0.23	1,200 SF = 0.03	9,200 SF = 0.21
DA 4	32,784 SF = 0.75	8,480 SF = 0.19	24,304 SF = 0.56
ENTIRE SITE (TREATED AREA DA 1-4)	4.45	0.86	3.59

LEGEND

- DRAINAGE BOUNDARY
- FLOW PATH
- SUBAREA DESIGNATION AREA (ACRES)



**PROPOSED BMP PLAN
TENTATIVE TRACT MAP 18951
MIXED USE DEVELOPMENT**

EXHIBIT BN
BUYER'S NOTIFICATION FOR UPLAND CENTRAL

*****NOTE: This Buyer's Notification shall be signed by each buyer at the time of sale and a copy for the signed notification shall be provided to the Upland Development Services Department.***

THIS BUYER'S NOTIFICATION DESCRIBES THE CHARACTERISTICS OF SOME LAND USES, FACILITIES AND ACTIVITIES WITHIN AND NEAR THE COMMUNITY, KNOWN AS "UPLAND CENTRAL" WHICH MAY HAVE A CONTINUING IMPACT ON THE UPLAND CENTRAL AND ITS RESIDENTS. SOME INFORMATION PROVIDED IS GIVEN IN COMPLIANCE WITH THE EXPRESS REQUIREMENTS OF THE CITY TO PROVIDE SPECIFIC DISCLOSURES TO BUYERS OF RESIDENCES WITHIN UPLAND CENTRAL. AS NOTED ABOVE, A COPY OF THIS DISCLOSURE SIGNED BY THE PURCHASER SHALL BE PROVIDED TO THE CITY. THE INFORMATION CONTAINED IN THIS BUYER'S NOTIFICATION WAS COLLECTED FROM SOURCES DEEMED TO BE RELIABLE AT THE TIME OF WRITING; HOWEVER, THERE IS NO GUARANTEE THAT CHANGES HAVE NOT ALREADY OCCURRED OR THAT CHANGES WILL NOT TAKE PLACE IN THE FUTURE. THE ACCURACY AND COMPLETENESS OF THIS INFORMATION IS NOT GUARANTEED. THE DISCLOSURES BELOW SUPPLEMENT OTHER DISCLOSURES BUYER MAY RECEIVE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO A PURCHASE AGREEMENT, TITLE REPORT, RECORDED INSTRUMENTS AFFECTING UPLAND CENTRAL, THE ASSOCIATION GOVERNING DOCUMENTS, A PROPERTY DISCLOSURE REPORT DISCLOSING VARIOUS NATURAL AND OTHER HAZARDS AFFECTING THE CONDOMINIUM, AND OTHER DOCUMENTS WHICH MAY BE DELIVERED TO BUYER RELATING TO THE CONDOMINIUM, AND ARE NOT INTENDED TO BE ALL-INCLUSIVE AND DO NOT RELIEVE OR OTHERWISE MODIFY BUYER'S OBLIGATION TO PERFORM BUYER'S OWN PHYSICAL INSPECTION OF THE CONDOMINIUM BEING PURCHASED, UPLAND CENTRAL COMMUNITY, OR THE AREA SURROUNDING UPLAND CENTRAL, AND TO SATISFY ANY CONCERNS BUYER MAY HAVE AS TO THE CONDITIONS RELATING THERETO AND THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE AND ENJOYMENT. IT IS STRONGLY RECOMMENDED THAT BUYER VISIT THE PROPERTY AND DRIVE AROUND THE GENERAL VICINITY SURROUNDING THE PROPERTY ON AT LEAST SEVERAL OCCASIONS ON DIFFERENT DAYS AND AT DIFFERENT TIMES TO BECOME FAMILIAR WITH THE PHYSICAL AND OTHER CONDITIONS TO DETERMINE IF THERE ARE ANY MATERIAL FACTORS THAT MIGHT AFFECT BUYER'S DECISION TO PURCHASE A HOME WITHIN UPLAND CENTRAL. SINCE A SELLER CANNOT PREDICT EVERY CIRCUMSTANCE THAT MAY BE MATERIAL TO A BUYER, SELLER EXPECTS BUYER TO SATISFY HIS/HERSELF AS TO BUYER'S DECISION TO PURCHASE THE PROPERTY BY INVESTIGATING ALL MATTERS OF CONCERN TO BUYER.

A. COMMON OWNERSHIP; OWNER AND ASSOCIATION OBLIGATIONS. A "condominium" by definition includes an airspace interest called a "unit" as well as an undivided ownership interest in common with other owners in designated portions of the community. The condominiums within Upland Central are attached condominiums sharing common walls with other residences. Each Owner of a condominium within Upland Central will be responsible for the repair, replacement and maintenance of the interior of his/her unit as well as private patio areas designated for the exclusive use of the resident of the unit, as further described in the Declaration of Covenants, Conditions and Restrictions for Upland Central ("**Declaration**"). A homeowner's association, known as the "**Upland Central Maintenance Corporation**" (sometimes referred to herein as the "**Association**") has been established which will be responsible for the repair and maintenance of the exterior surfaces and the structure of the condominium buildings, together with other Association Property that will be owned by the Association or over which the Association has an easement for perpetual maintenance, repair and replacement in accordance with the provisions of the Declaration. You should receive an thoroughly review a copy of this Declaration prior to purchase. Association maintenance obligations set forth in the Declaration include not only improvements within the boundaries of the development area of Upland Central (which include, but are not limited to, the portions of the condominium buildings as noted

EXHIBIT BN

above, streets, lighting, landscaping, outdoor furnishings, pet area, trellises, barbeques, mailboxes and private storm drain system), but also the landscaping improvements within the parkways along Central Avenue and 11th Street.

Each Owner within Upland Central shall automatically become a Member of the Association and as a Member shall participate with other Members to elect a Board of Directors who will govern Upland Central. Additionally, in order to fund the maintenance and operation of the Association's obligations, each Member of the Association shall pay assessments to the Association.

B. WORKSPACE OPERATIONS. Each condominium within Upland Central has a designated area defined as a "Workspace". Business operations in the Workspace component of the residences shall be consistent with the land use requirements as set forth in the Municipal Code and the Association Governing Documents and subject to zoning authorization and obtaining a business license pursuant to Public Agency requirements. It should be expected that clients and customers will visit one or more individual units and/or areas within the Association's common property. Potential purchasers should consider the effect of such public uses on Purchaser's continued enjoyment of a residence within Upland Central prior to signing a purchase contract.

C. COMMERCIAL/INDUSTRIAL PROPERTY. Areas in the vicinity of Upland Central are zoned for commercial and/or industrial uses, wherein certain manufacturing or commercial or airport uses are expressly permitted per Code of Civil Procedure Section 731a. Potential impacts on Owners and other residents living across near the commercial or industrial property include noise, odors, vibration and traffic from delivery trucks and the public's use of these businesses, and light spillage from parking lot lights, lighted signs and other sources.

D. DESIGN REVIEW. Construction and landscaping Improvements will require design review approval by the Association's Design Review Committee and the City of Upland Planning Division prior to the issuance of building permits by the City of Upland Building and Safety Division. Such Improvements will require compliance with all applicable regulations as well as permit and development impact fees in effect at the time of building permit issuance by the Building Division.

E. ELECTRIC POWER LINES. Underground and overhead electric transmission and distribution lines and transformers are located in or around Upland Central. Power lines and transformers produce extremely low-frequency electromagnetic fields ("*ELF-EMF*") when operating. For some time, there has been speculation in the scientific community about health risks associated with living near ELF-EMF sources. In 1992, the United States Congress authorized the Electric and Magnetic Fields Research and Public Information Dissemination Program ("*EMF-RAPID Program*") to perform research on these issues and to analyze the existing scientific evidence in order to clarify the potential for health risks from exposure to ELF-EMF. In May of 1999, the National Institute of Environmental Health Sciences ("*NIEHS*") issued a report to Congress summarizing its review of scientific data from over three hundred studies on ELF-EMF health risks. The ELF-EMF studies consist of both epidemiological studies (studies of exposure in human populations) and controlled laboratory experiments on animal and cell models. While some epidemiological studies suggested some link between certain health effects and exposure to ELF-EMF, the laboratory experiments did not support such a link. According to the NIEHS report, the scientific evidence shows no clear pattern of health hazards from ELF-EMF exposure, and the NIEHS report did not find evidence of any link sufficient to recommend widespread changes in the design or use of electrical transmission equipment. However, because the evidence does not clearly rule out any effect, NIEHS advocated continuing inexpensive and safe reductions in exposure to ELF-EMF and endorsed current utility practices regarding design and siting of new transmission and distribution lines. Further information on this subject is available from the (i) the EMF-RAPID Program's website at <http://www.niehs.nih.gov/health/topics/agents/emf/>; and (ii) Southern California Edison Company, at <http://www.sce.com/Safety/everyone/electric-magnetic-fields.htm>;

F. PARKING. The Association is responsible for establishing and enforcing procedures for the parking and storage of vehicles, including: 1) prohibiting the parking and/or storage of recreational vehicles (RV) anywhere within Upland Central, 2) specifying temporary parking provisions (time limit and

EXHIBIT BN

penalties) for guest parking spaces; and 3) requiring all residents to park vehicles in designated parking spaces (i.e. garages). **EXHIBIT MRA** attached to the Declaration delineates guest parking spaces and prohibited parking spaces within Upland Central.

G. POST TENSION SLABS/VAPOR BARRIER. The concrete slabs for the structures in Upland Central will be reinforced with a grid of steel cables which were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as "Post Tension Slab." Any attempt to alter or pierce the Post Tension Slab foundation (for example, cutting, drilling or installation of subterranean improvements such as new plumbing) is very hazardous and may result in serious damage to the Condominium Building, the residence and/or personal injury. Also a low-permeance under-slab vapor barrier ("Vapor Barrier") will provide moisture vapor protection to the Condominium Buildings. By accepting a grant deed to a Unit or Association Property in Upland Central, each Owner and the Association specifically covenant and agree that: (1) there shall be no cutting into or otherwise tampering with a Post Tension Slab or Vapor Barrier; (2) they shall not knowingly permit or allow any person to cut into or tamper with a Post Tension Slab or Vapor Barrier as long as they have an ownership interest; (3) disclosures shall be made as to the existence of a Post Tension Slab and Vapor Barrier to any tenant, lessee or subsequent owner; and (4) such Owner and Association as to their respective interests shall indemnify and hold Declarant and its respective officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including attorney's fees) arising from any breach of this Section.

H. RECYCLED WATER. All landscape and irrigation systems, located in the public parkways, have been designed with future recycled water in mind, with all purple pipes along with sprinkler heads. Separate water meter(s) shall be required for landscape areas connected to a potable water supply system that is metered to the property owner Association. Once recycled water is made available, the City will require the Association to disconnect landscape meters from the potable water system and reconnect to the recycled water system at sole expense of the Association and install appropriate signs informing the public that landscape and turf is irrigated with recycled water. Recycled water is not potable and therefore not suitable for human consumption and prolonged skin contact (such as child's play). The California Department of Health Services has determined that inadvertent consumption of recycled water by domestic pets and other animals will not cause harm and further has not resulted in any significant adverse health consequences, however, it is recommended contact and consumption be reasonably avoided. It should be noted that standards for recycled water and its suitability for irrigation purposes are determined by applicable governmental agencies, which standards may vary from time to time. As with any water spray, the repeated spray of recycled water may spot, stain, discolor or otherwise adversely impact personal property, fencing, glass, metals and other Improvements over time.

I. SOILS.

1. **Expansive Soils.** Soil in Upland Central is expansive in nature. Expansive soil expands when it becomes wet and it contracts when it dries out. Expansion and contraction of soils may cause movement, lifting, cracking and distress in slabs, patios, sidewalks and other flatwork improvements. Some cracking is normal in all flatwork improvements, with or without expansive soils. However, some expansion damage may be reduced by use of appropriate design and construction techniques. When designing flatwork and other Improvements, Owners should advise their consultants that designs must accommodate soils with expansion potential.

2. **Fill Soil.** Upland Central may contain filled ground with a various array of soil types and conditions. Filled ground means that soil materials have been removed from Upland Central during grading and then the same or different soil materials have been replaced on Upland Central in accordance with the approved grading plans for Upland Central.

3. **Rocky Soils.** Soils within portions of Upland Central may contain a rock material or rock of many different kinds and sizes. Certain rock material may be located at or near the surface of the Unit and may require excavation and removal prior to and during installation of improvements (plants, trees, spas, pools, spas, etc.). Construction within rock area could be more expensive than in other soil conditions.

EXHIBIT BN

4. Corrosive Soils. Soils in Upland Central contain naturally occurring concentrations of chloride and sulfate. The chloride and sulfate concentrations in the soils mean that the soils may over time become corrosive to metal, concrete and other materials. This may result in the corroding of metal pipes or fittings or concrete placed into contact with these soils. By acceptance of a deed to a Unit, Owner acknowledges that he/she shall contact a professional soils engineer regarding these soils conditions in connection with any future improvements to the Unit, which Owner wishes to make, including additional concrete improvements such as patios and decks, sprinkler systems, and additional plumbing in connection with swimming pools, spas or other facilities.

J. **UTILITY IMPROVEMENTS.** There may be above-ground and subterranean utility Improvements such as transformers, lift stations, water or sewer facilities, telecommunications vaults and other visible improvements necessary for the delivery of utilities or other services either on or adjacent to each Unit in Upland Central. Each Owner understands that the placement of such Improvements is dictated by the needs of the applicable utility or service provider, and the presence of such Improvements in Upland Central is in accordance with easements created prior to or during the development of Upland Central. Each Owner, by accepting a deed to a Unit in Upland Central, understands that each Unit and portions of the Association Property are subject to one or more such easements for placement of utility Improvements. No Owner may modify, remove or otherwise interfere with utility Improvements on any Unit or other portion of Upland Central.

K. **URBAN ENVIRONMENT.** Owner acknowledges, understands and accepts that living in a densely populated City entails living in very close proximity to other persons and businesses, with attendant limitations on solitude. Owner can expect to experience noise, glare, vibrations and other factors from nearby residential and commercial areas which may have an adverse effect on the enjoyment of the Property. Owner may also experience light entering the Unit from street lights located in close proximity to the windows and doors of the Unit. Declarant has no control over the transmission of nuisances from outside sources and their potential effects on Units within Upland Central.

L. **WATER QUALITY MANAGEMENT PLAN.** A Water Quality Management Plan ("WQMP") has been prepared for the community in accordance with the City of Upland "Construction Stormwater Guidelines" and the County of San Bernardino "Guidelines for New Development and Redevelopment") as reviewed and approved by the City of Upland, Public Works Department, Environmental Division. The WQMP identifies certain Best Management Practices ("BMP's") to reduce the discharge of pollutants to storm water facilities after construction of Upland Central has been completed. These post-construction BMPs are set for in *EXHIBIT WQMP* attached to the Declaration and must be implemented no less frequently than the time intervals set for in *EXHIBIT WQMP*. A full copy of the Water Quality Management Plan is also on file with the Association's management company and the City.

M. **NOTICE OF AIRPORT IN VICINITY.** Pursuant to California Civil Code Section 4255(a) the following statement is required to be set forth in this Declaration:

"This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

California Civil Code Section 4255(b) provides an "airport influence area", also known as an "airport referral area", is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

EXHIBIT BN

Use and frequency of flights to an airport can change. Declarant has no control over the amount of noise and disturbance that may be experienced by Owners of Units in Upland Central from overflight. Declarant makes no warranty or representation as to the future use of these facilities or future increase or decrease in overflights resulting from a change of use or frequency of flights from the airport.

Cable Airport is located approximately .6 miles north and Ontario International Airport is located approximately 5.5 miles southeast of the community.

N. **AVIGATION EASEMENT.** Title to a Unit in Upland Central will be subject to a recorded Avigation Easement ("**Easement**"), conveyed to the County for the use and benefit of the public. The Easement serves the Ontario International Airport and will remain in effect until the airport is no longer used for public airport purposes. The Easement grants to the County, its successors and assigns, specific rights pertaining to the flight of aircraft and the use of the airport for take-off, landing, approach and other operations, including but not limited to, the right of every type of aircraft to pass over Upland Central, the right to cause noise, shock waves, vibrations, odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes and other effects of aircraft operation. The Easement obligates the Owners of Units to waive and release all claims against the County due to the effects of aircraft operations, and the County shall have no duty to mitigate such effects. In addition, you may not construct or permit any trees, structures, electrical equipment, lights or other objects to interfere with the operation of aircraft or the use of the airport. The County has the right to mark and light any objects within Upland Central which may be obstructions to air navigation.

O. **SOUND AND SOUND ATTENUATION MEASURES.** In addition possible overflights, noise generated from West Foothill Boulevard (Route 66) which lies approximately .4 miles north and Central Avenue, adjacent to the community, which are considered major thoroughfares and, as such, in addition to an increased volume of traffic, may be considered primary access routes for public transportation, and emergency vehicles. Purchasers should consider the effects such as noise, dust, fumes, lights and other considerations associated with major thoroughfares prior to entering into an agreement to purchase.

The developer of Upland Central has implemented sound attenuation measures, ("**Noise Mitigation Measures**") including but not limited to the windows and entry doors, of each Unit. The Noise Mitigation Measures were constructed in conformance with the requirements of the City. Owners are prohibited from interfering with the Noise Mitigation Measures in the Unit. These Noise Mitigation Measures may include exterior mitigation measures (i.e., walls) as well as mechanical ventilation to provide fresh air for certain residences within the Upland Central. Also certain residences may have window assemblies with sound attenuation capabilities required to reduce the effects of exterior noise levels. In the event of replacement, damage or destruction of all or any portion of any Noise Mitigation Measure, the Owner shall repair or rebuild under the same or more stringent standard and with the same or better materials as the original Noise Mitigation Measure. Beyond the developer's adherence to City requirements, there is no guarantee that all noise factors have been or can be completely mitigated. All Owners should consider the surrounding uses in Upland Central and the potential noise generation from those sources prior to purchase. It should also be understood that there is no completely effective mitigation measure for exterior noise.

EXHIBIT MRA to the Declaration indicates walls to be maintained by the Association ("**Project Walls**"). Some Project Walls were constructed for Noise Mitigation Measures in conformance with the requirements of the City. In the event of damage or destruction of all or any portion of the Project Walls, such Project Walls shall be repaired or rebuilt under to same or more stringent standard and with the same or better materials as the original Project Walls. The specifications for building Project Walls and their placement were determined by engineering professionals in consideration of site conditions.

All Buyers should consider the surrounding uses in and around Upland Central and the potential noise generation from those sources prior to purchase. It should also be understood that there is no completely effective mitigation measure for exterior noise.

EXHIBIT BN

**EXHIBIT WPU
WORKSPACE PERMITTED USES**

The following table outlines the permitted uses (P), conditionally permitted uses (C), uses requiring a home occupancy permit (H), and temporary uses allowed to develop within the Project by land use designation (T). Prohibited uses are also listed in the table. Those uses not specifically listed in the table are subject to the review and approval of the City. No proposed use shall be designed or operated so as to expose residents to obnoxious odors, noise, dust, electrical interference or vibrations.

<i>P: Permitted by Right C: Conditional Use Permit H: Home Occupancy Permit T: Temporary Use Permit X: Not Permitted N/A: Not Applicable</i>		
Use Category	Typically permitted uses	Public
professional, administrative, and business uses	architect/engineer/planner	H
	Attorney	H
	billing service provider	H
	consulting and business services	H
	dance teacher	H
	estate planner	H
	income tax service/accounting	H
	interior decorator	H
	internet or web-oriented business	H
	kitchen and bath designer	H
	music teacher	H
	photography studio/portrait/bridal services	H
	planning consultant	H
	public relations consultant	H
	real estate developer/specialty contractor	H
secretary/communication service provider	H	
retail sales and service	building contractor office	H
	business consulting	H
	catering services	C
	child care facilities	C
	electronic/computer equipment repair	H
	flower shops	H
	landscaping office	H

EXHIBIT WPU

	pick-up and delivery services	C
	printing and lithography facilities	C
studios	ceramic and pottery studios	H
	copywriter studios	H
	commercially operated professional studios	C
	fine art studios, museums, galleries	H
	photography studios	H
	video producer studios	H
	public facilities	government buildings
other	businesses operating between 10:00 P.M. and 6:00 A.M.	C
residential	lodging houses, licensed care homes, fraternity and sorority house	X
retail and industrial	adult-oriented businesses (3)	X
	check-cashing, payday loan service	X
	industrial uses	X
	Laundromats	X
	auto repair, auto parts sales	X
	off-site advertising	X
	storage, wholesaling, warehousing	X
	uses that generate excessive vibrations, noise, heat, or smells	X
	uses that use caustic chemicals on site (other than those used in copy machines), hazardous activities, such as, but not limited to, welding, open flame, or storage of flammable liquids	X

EXHIBIT WPU

EXHIBIT MRA
ASSOCIATION MAINTENANCE RESPONSIBILITY AREAS

Any drawings representing areas other than Association maintenance responsibility areas within the Project are contained herein for informational purposes only and shall not be binding as to any representation of product type, location of building, grading or scale. The Association maintenance responsibility areas as depicted in this exhibit are not necessarily drawn to scale and shall be governed by fencing or other boundaries as may be imposed in the field.

Any Association maintenance responsibility areas depicted on this exhibit which are applicable to subsequent Phases are subject to change, and in the event of any discrepancies between the Association maintenance responsibility areas described on this exhibit and any Association maintenance responsibility areas depicted in a Supplemental Declaration, the Phase Supplemental Declaration shall control as to the discrepancy.

Legend

Association Property (owned in Fee which includes Condominium Buildings)

Association Easement Area (*Central Avenue & 11th Street parkways*)

Guest Parking

Project Walls

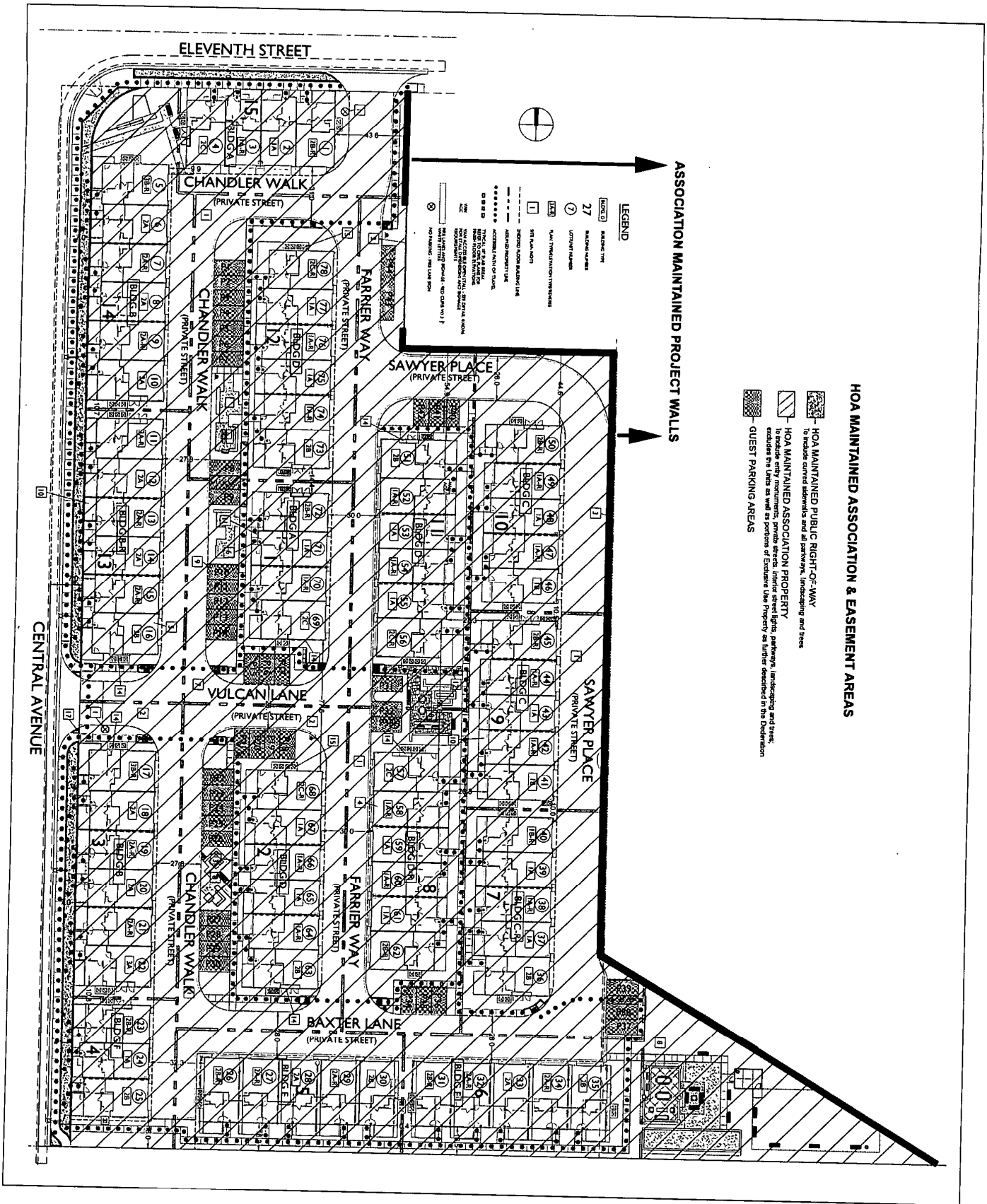


EXHIBIT MRA - ASSOCIATION MAINTENANCE RESPONSIBILITY AREAS



BOB DUTTON
ASSESSOR - RECORDER - CLERK
688 Fidelity National Title MA

RECORDING REQUESTED BY:

FNTG Builder Services

Doc #: **2016-0137135**

Titles: 1 Pages: 9



Fees	39.00
Taxes	.00
Other	.00
PAID	39.00

WHEN RECORDED RETURN TO:

PALMIERI, TYLER, WIENER,
WILHELM & WALDRON LLP (SAS)
1900 Main Street, Suite 700
Irvine, CA 92614

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
UPLAND CENTRAL

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UPLAND CENTRAL (hereinafter referred to as the "First Amendment") is made this 12th day of April, 2016, by UPLAND CENTRAL LLC, a California limited liability company ("**Declarant**").

WITNESSETH:

A. Declarant is the owner of certain real property in the City of Upland, County of San Bernardino, State of California, described as follows:

Units 17 through 30, and 63 through 68, Common Area CA-1 and Association Property AP-1 all as shown on the Condominium Plan for the Properties recorded June 26, 2015 as Instrument No. 20150270223, in the Office of the County Recorder of San Bernardino County, California, affecting a portion of Lot 1 of Tract No. 18951 as shown on a subdivision map filed in Book 342, Pages 70 through 72 of Maps ("**Map**"), in the Office of the San Bernardino County Recorder, California, and an easement for ingress, egress, drainage, utilities and general street purposes over, under along and across that portion of Lot 1 as shown on the Map as an "easement to the City of Upland for emergency vehicle access".

B. Declarant has executed and imposed on the Properties that certain Declaration of Covenants, Conditions and Restrictions recorded in the Office of the San Bernardino County Recorder on June 30, 2015 as Instrument No. 2015-0275348, of Official Records of San Bernardino County, California (the "**Declaration**").

C. Declarant is the record owner of all of the Properties and now desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article XVIII, Section 3(a) is hereby deleted in its entirety and the following shall be inserted in its stead:

“3. AMENDMENTS AFTER THE CLOSE OF FIRST SALE.

(a) Authorized Amendments. Notwithstanding any of the provisions of this Declaration, so long as Declarant owns any portion of the Project, Declarant may unilaterally amend this Declaration by recording a written instrument signed by Declarant in order to (a) conform this Declaration to the requirements of the City, County, State or Federal laws, or any other governmental authority, (b) amend or supplement this Declaration with provisions which pertain to the rights and obligations of Declarant or Owners arising under Section 895 through 945.5 of the California Civil Code, (c) amend or supplement provisions or exhibits necessary to conform to "as-built" conditions, (d) amend, terminate or add to any portions of the disclosures set forth in the Exhibit BN attached hereto, but without the obligation to do so, and (e) correct any typographical error or (f) change any exhibit or any portion of an exhibit depicting property that is not a part of a Phase for which Assessments have commenced. ”

2. EXHIBIT BN is hereby deleted in its entirety and the attached EXHIBIT BN shall be inserted in its stead.

3. Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this document on the date first above written.

Upland Central, LLC,
a California limited liability company

By: MBK Homes Southern California, Ltd.,
a California limited partnership, Its Sole
Member

By: MBK Southern California Residential,
Inc.,
a California corporation, Its General
Partner

By: 
Timothy A. Kane, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On April 12, 2016 before me, Lindsey Nicole Mansker Notary Public, personally appeared Timothy A. Kane, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Lindsey Nicole Mansker (Seal)
Notary Public

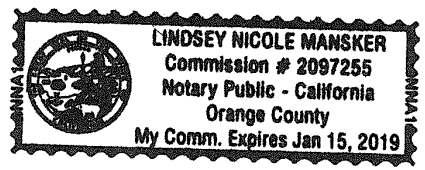


EXHIBIT BN
BUYER'S NOTIFICATION FOR UPLAND CENTRAL

*****NOTE: This Buyer's Notification shall be signed by each buyer at the time of sale and a copy for the signed notification shall be provided to the Upland Development Services Department.***

THIS BUYER'S NOTIFICATION DESCRIBES THE CHARACTERISTICS OF SOME LAND USES, FACILITIES AND ACTIVITIES WITHIN AND NEAR THE COMMUNITY, KNOWN AS "**UPLAND CENTRAL**" WHICH MAY HAVE A CONTINUING IMPACT ON THE UPLAND CENTRAL AND ITS RESIDENTS. SOME INFORMATION PROVIDED IS GIVEN IN COMPLIANCE WITH THE EXPRESS REQUIREMENTS OF THE CITY TO PROVIDE SPECIFIC DISCLOSURES TO BUYERS OF RESIDENCES WITHIN UPLAND CENTRAL. AS NOTED ABOVE, A COPY OF THIS DISCLOSURE SIGNED BY THE PURCHASER SHALL BE PROVIDED TO THE CITY. THE INFORMATION CONTAINED IN THIS BUYER'S NOTIFICATION WAS COLLECTED FROM SOURCES DEEMED TO BE RELIABLE AT THE TIME OF WRITING; HOWEVER, THERE IS NO GUARANTEE THAT CHANGES HAVE NOT ALREADY OCCURRED OR THAT CHANGES WILL NOT TAKE PLACE IN THE FUTURE. THE ACCURACY AND COMPLETENESS OF THIS INFORMATION IS NOT GUARANTEED. THE DISCLOSURES BELOW SUPPLEMENT OTHER DISCLOSURES BUYER MAY RECEIVE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO A PURCHASE AGREEMENT, TITLE REPORT, RECORDED INSTRUMENTS AFFECTING UPLAND CENTRAL, THE ASSOCIATION GOVERNING DOCUMENTS, A PROPERTY DISCLOSURE REPORT DISCLOSING VARIOUS NATURAL AND OTHER HAZARDS AFFECTING THE CONDOMINIUM, AND OTHER DOCUMENTS WHICH MAY BE DELIVERED TO BUYER RELATING TO THE CONDOMINIUM, AND ARE NOT INTENDED TO BE ALL-INCLUSIVE AND DO NOT RELIEVE OR OTHERWISE MODIFY BUYER'S OBLIGATION TO PERFORM BUYER'S OWN PHYSICAL INSPECTION OF THE CONDOMINIUM BEING PURCHASED, UPLAND CENTRAL COMMUNITY, OR THE AREA SURROUNDING UPLAND CENTRAL, AND TO SATISFY ANY CONCERNS BUYER MAY HAVE AS TO THE CONDITIONS RELATING THERETO AND THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE AND ENJOYMENT. IT IS STRONGLY RECOMMENDED THAT BUYER VISIT THE PROPERTY AND DRIVE AROUND THE GENERAL VICINITY SURROUNDING THE PROPERTY ON AT LEAST SEVERAL OCCASIONS ON DIFFERENT DAYS AND AT DIFFERENT TIMES TO BECOME FAMILIAR WITH THE PHYSICAL AND OTHER CONDITIONS TO DETERMINE IF THERE ARE ANY MATERIAL FACTORS THAT MIGHT AFFECT BUYER'S DECISION TO PURCHASE A HOME WITHIN UPLAND CENTRAL. SINCE A SELLER CANNOT PREDICT EVERY CIRCUMSTANCE THAT MAY BE MATERIAL TO A BUYER, SELLER EXPECTS BUYER TO SATISFY HIS/HERSELF AS TO BUYER'S DECISION TO PURCHASE THE PROPERTY BY INVESTIGATING ALL MATTERS OF CONCERN TO BUYER.

A. **COMMON OWNERSHIP; OWNER AND ASSOCIATION OBLIGATIONS.** A "condominium" by definition includes an airspace interest called a "unit" as well as an undivided ownership interest in common with other owners in designated portions of the community as well as easements appurtenant thereto. The condominiums within Upland Central are attached condominiums sharing common walls with other residences. Each

Owner of a condominium within Upland Central will be responsible for the repair, replacement and maintenance of the interior of his/her unit as well as private patio areas designated for the exclusive use of the resident of the unit, as further described in the Declaration of Covenants, Conditions and Restrictions for Upland Central ("**Declaration**"). A homeowner's association, known as the "**Upland Central Maintenance Corporation**" (sometimes referred to herein as the "**Association**") has been established which will be responsible for the repair and maintenance of the exterior surfaces and the structure of the condominium buildings, together with other Association Property that will be owned by the Association or over which the Association has an easement for perpetual maintenance, repair and replacement in accordance with the provisions of the Declaration. You should receive and thoroughly review a copy of this Declaration prior to purchase. Association maintenance obligations set forth in the Declaration include not only improvements within the boundaries of the development area of Upland Central (which include, but are not limited to, the portions of the condominium buildings as noted above, streets, lighting, landscaping, outdoor furnishings, recreation area, trellises, barbeques, mailboxes and private storm drain system), but also the landscaping improvements within the parkways along Central Avenue and 11th Street.

Each Owner within Upland Central shall automatically become a Member of the Association and as a Member shall participate with other Members to elect a Board of Directors who will govern Upland Central. Additionally, in order to fund the maintenance and operation of the Association's obligations, each Member of the Association shall pay assessments to the Association.

B. WORKSPACE OPERATIONS. Each condominium within Upland Central has a designated area defined as a "Workspace". Business operations in the Workspace component of the residences shall be consistent with the land use requirements as set forth in the Municipal Code and the Association Governing Documents and subject to zoning authorization and obtaining a business license pursuant to Public Agency requirements. It should be expected that clients and customers will visit one or more individual units and/or areas within the Association's common property. Potential purchasers should consider the effect of such public uses on Purchaser's continued enjoyment of a residence and common property within Upland Central prior to signing a purchase contract.

C. COMMERCIAL/INDUSTRIAL PROPERTY. Areas in the vicinity of Upland Central are zoned for commercial and/or industrial uses, wherein certain manufacturing or commercial or airport uses are expressly permitted per Code of Civil Procedure Section 731a. Potential impacts on Owners and other residents living across or near the commercial or industrial property include noise, odors, vibration and traffic from delivery trucks and the public's use of these businesses, and light spillage from parking lot lights, lighted signs and other sources.

D. DESIGN REVIEW. Construction and landscaping Improvements will require design review approval by the Association's Design Review Committee and/or the City of Upland Planning Division prior to the issuance of building permits by the City of Upland Building and Safety Division. Such Improvements will require compliance with all applicable regulations as well as permit and development impact fees in effect at the time of building permit issuance by the Building Division.

E. ELECTRIC POWER LINES. Underground and overhead electric transmission and distribution lines and transformers are located in or around Upland Central. Power lines and transformers produce extremely low-frequency electromagnetic fields ("**ELF-EMF**") when operating. For some time, there has been speculation in the scientific community about health risks associated with living near ELF-EMF sources. In 1992, the United States Congress authorized the Electric and Magnetic Fields Research and Public Information Dissemination Program ("**EMF-RAPID Program**") to perform research on these issues and

to analyze the existing scientific evidence in order to clarify the potential for health risks from exposure to ELF-EMF. In May of 1999, the National Institute of Environmental Health Sciences ("**NIEHS**") issued a report to Congress summarizing its review of scientific data from over three hundred studies on ELF-EMF health risks. The ELF-EMF studies consist of both epidemiological studies (studies of exposure in human populations) and controlled laboratory experiments on animal and cell models. While some epidemiological studies suggested some link between certain health effects and exposure to ELF-EMF, the laboratory experiments did not support such a link. According to the NIEHS report, the scientific evidence shows no clear pattern of health hazards from ELF-EMF exposure, and the NIEHS report did not find evidence of any link sufficient to recommend widespread changes in the design or use of electrical transmission equipment. However, because the evidence does not clearly rule out any effect, NIEHS advocated continuing inexpensive and safe reductions in exposure to ELF-EMF and endorsed current utility practices regarding design and siting of new transmission and distribution lines. Further information on this subject is available from the (i) the EMF-RAPID Program's website at <http://www.niehs.nih.gov/health/topics/agents/emf/>; and (ii) Southern California Edison Company, at <http://www.sce.com/Safety/everyone/electric-magnetic-fields.htm>;

F. **PARKING.** The Association is responsible for establishing and enforcing procedures for the parking and storage of vehicles, including; 1) prohibiting the parking and/or storage of recreational vehicles (RV) anywhere within Upland Central, 2) specifying temporary parking provisions (time limit and penalties) for guest parking spaces; and 3) requiring all residents to park vehicles in designated parking spaces (i.e. garages). **EXHIBIT MRA** attached to the Declaration delineates guest parking spaces and prohibited parking spaces within Upland Central.

G. **POST TENSION SLABS/VAPOR BARRIER.** The concrete slabs for the structures in Upland Central will be reinforced with a grid of steel cables which were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as "**Post Tension Slab.**" Any attempt to alter or pierce the Post Tension Slab foundation (for example, cutting, drilling or installation of subterranean improvements such as new plumbing) is very hazardous and may result in serious damage to the Condominium Building, the residence and/or personal injury. Also a low-permeance under-slab vapor barrier ("**Vapor Barrier**") will provide moisture vapor protection to the Condominium Buildings. By accepting a grant deed to a Unit or Association Property in Upland Central, each Owner and the Association specifically covenant and agree that: (1) there shall be no cutting into or otherwise tampering with a Post Tension Slab or Vapor Barrier; (2) they shall not knowingly permit or allow any person to cut into or tamper with a Post Tension Slab or Vapor Barrier as long as they have an ownership interest; (3) disclosures shall be made as to the existence of a Post Tension Slab and Vapor Barrier to any tenant, lessee or subsequent owner; and (4) such Owner and Association as to their respective interests shall indemnify and hold Declarant and its respective officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including attorney's fees) arising from any breach of this Section.

H. **RECYCLED WATER.** All landscape and irrigation systems, located in the public parkways, have been designed with future recycled water in mind, with all purple pipes along with sprinkler heads. Separate water meter(s) shall be required for landscape areas connected to a potable water supply system that is metered to the property owner Association. Once recycled water is made available, the City will require the Association to disconnect landscape meters from the potable water system and reconnect to the recycled water system at sole expense of the Association and install appropriate signs informing the public that landscape and turf is irrigated with recycled water. Recycled water is not potable and therefore not suitable for human consumption and prolonged skin contact (such as child's play). The California Department of Health Services has determined that

inadvertent consumption of recycled water by domestic pets and other animals will not cause harm and further has not resulted in any significant adverse health consequences, however, it is recommended contact and consumption be reasonably avoided. It should be noted that standards for recycled water and its suitability for irrigation purposes are determined by applicable governmental agencies, which standards may vary from time to time. As with any water spray, the repeated spray of recycled water may spot, stain, discolor or otherwise adversely impact personal property, fencing, glass, metals and other Improvements over time.

I. SOILS.

1. Expansive Soils. Soil in Upland Central is expansive in nature. Expansive soil expands when it becomes wet and it contracts when it dries out. Expansion and contraction of soils may cause movement, lifting, cracking and distress in slabs, patios, sidewalks and other flatwork improvements. Some cracking is normal in all flatwork improvements, with or without expansive soils. However, some expansion damage may be reduced by use of appropriate design and construction techniques. When designing flatwork and other Improvements, Owners should advise their consultants that designs must accommodate soils with expansion potential.

2. Fill Soil. Upland Central may contain filled ground with a various array of soil types and conditions. Filled ground means that soil materials have been removed from Upland Central during grading and then the same or different soil materials have been replaced on Upland Central in accordance with the approved grading plans for Upland Central.

3. Rocky Soils. Soils within portions of Upland Central may contain a rock material or rock of many different kinds and sizes. Certain rock material may be located at or near the surface of the Condominium Unit and may require excavation and removal prior to and during installation of improvements (plants, trees, spas, pools, etc.). Construction within rock area could be more expensive than in other soil conditions.

4. Corrosive Soils. Soils in Upland Central contain naturally occurring concentrations of chloride and sulfate. The chloride and sulfate concentrations in the soils mean that the soils may over time become corrosive to metal, concrete and other materials. This may result in the corroding of metal pipes or fittings or concrete placed into contact with these soils. By acceptance of a deed to a Condominium Unit, Owner acknowledges that he/she shall contact a professional soils engineer regarding these soils conditions in connection with any future improvements to the Condominium Unit, which Owner wishes to make, including additional concrete improvements such as patios and decks, sprinkler systems, and additional plumbing in connection with swimming pools, spas or other facilities.

J. UTILITY IMPROVEMENTS. There may be above-ground and subterranean utility Improvements such as transformers, lift stations, water or sewer facilities, telecommunications vaults and other visible Improvements necessary for the delivery of utilities or other services either on or adjacent to each Condominium Unit in Upland Central. Each Owner understands that the placement of such Improvements is dictated by the needs of the applicable utility or service provider, and the presence of such Improvements in Upland Central is in accordance with easements created prior to or during the development of Upland Central. Each Owner, by accepting a deed to a Condominium Unit in Upland Central, understands that each Condominium Unit and portions of the Association Property are subject to one or more such easements for placement of utility Improvements. No Owner may modify, remove or otherwise interfere with utility Improvements on any Condominium Unit or other portion of Upland Central.

K. **URBAN ENVIRONMENT.** Owner acknowledges, understands and accepts that living in a densely populated City entails living in very close proximity to other persons and businesses, with attendant limitations on solitude. Owner can expect to experience noise, glare, vibrations and other factors from nearby residential and commercial areas which may have an adverse effect on the enjoyment of the Property. Owner may also experience light entering the Unit from street lights located in close proximity to the windows and doors of the Unit. Declarant has no control over the transmission of nuisances from outside sources and their potential effects on Condominium Units within Upland Central.

L. **WATER QUALITY MANAGEMENT PLAN.** A Water Quality Management Plan ("**WQMP**") has been prepared for the community in accordance with the City of Upland "Construction Stormwater Guidelines" and the County of San Bernardino "Guidelines for New Development and Redevelopment" as reviewed and approved by the City of Upland, Public Works Department, Environmental Division. The WQMP identifies certain Best Management Practices ("**BMP's**") to reduce the discharge of pollutants to storm water facilities after construction of Upland Central has been completed. These post-construction BMPs are set forth in **EXHIBIT WQMP** attached to the Declaration and must be implemented no less frequently than the time intervals set for in **EXHIBIT WQMP**. A full copy of the Water Quality Management Plan is also on file with the Association's management company and the City.

M. **NOTICE OF AIRPORT IN VICINITY.** Pursuant to California Civil Code Section 4255(a) the following statement is required to be set forth in this Declaration:

"This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

California Civil Code Section 4255(b) provides an "airport influence area", also known as an "airport referral area", is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

Use and frequency of flights to an airport can change. Declarant has no control over the amount of noise and disturbance that may be experienced by Owners of Units in Upland Central from overflight. Declarant makes no warranty or representation as to the future use of these facilities or future increase or decrease in overflights resulting from a change of use or frequency of flights from the airport.

Cable Airport is located approximately .6 miles north and Ontario International Airport is located approximately 5.5 miles southeast of the community (measurements are via aerial transit path).

N. **AVIGATION EASEMENT.** Title to a Unit in Upland Central will be subject to a recorded Avigation Easement ("**Easement**"), conveyed to Cable Land Company, a general partnership, ("**Cable**") as the owner of certain properties upon which Cable Airport (the "**Airport**") is located, for the use and benefit of the public who pilot or are passengers within an aircraft using the Airport. The Easement serves the Airport and will remain in effect until the airport is no longer used for public airport purposes. The Easement grants to Cable, its successors and assigns, specific rights pertaining to the flight of aircraft and the use of the airport for take-off, landing, approach and other operations, including but not

limited to, the right of every type of aircraft of the class, size, and category operationally compatible with the Airport to pass over Upland Central, the right to cause noise, sound waves, vibrations, electro-magnetic interferences, odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes, unaesthetic view impacts and other effects of aircraft operation. The Easement obligates the Owners of Condominium Units to waive and release all claims against Cable due to the effects of aircraft operations, and Cable shall have no duty to mitigate such effects. In addition, you may not construct or permit any trees, structures, electrical equipment, lights or other objects to interfere with the operation of aircraft or the use of the airport. Cable has the right to mark and light any objects within Upland Central which may be obstructions for air navigation. For more detailed information you should review the recorded Easement document.

O. **SOUND AND SOUND ATTENUATION MEASURES.** In addition possible overflights, noise is generated from West Foothill Boulevard (Route 66) which lies approximately .4 miles north and Central Avenue, adjacent to the community, which are considered major thoroughfares and, as such, in addition to an increased volume of traffic, may be considered primary access routes for public transportation, and emergency vehicles. Purchasers should consider the effects such as noise, dust, fumes, lights and other considerations associated with major thoroughfares prior to entering into an agreement to purchase.

The developer of Upland Central has implemented sound attenuation measures, ("**Noise Mitigation Measures**") including but not limited to the windows and entry doors, of each Unit. The Noise Mitigation Measures were constructed in conformance with the requirements of the City. Owners are prohibited from interfering with the Noise Mitigation Measures in the Unit. These Noise Mitigation Measures may include exterior mitigation measures (i.e., walls) as well as mechanical ventilation to provide fresh air for certain residences within the Upland Central. Also certain residences may have window assemblies with sound attenuation capabilities required to reduce the effects of exterior noise levels. In the event of replacement, damage or destruction of all or any portion of any Noise Mitigation Measure, the Owner shall repair or rebuild under the same or more stringent standard and with the same or better materials as the original Noise Mitigation Measure. Beyond the developer's adherence to City requirements, there is no guarantee that all noise factors have been or can be completely mitigated. All Owners should consider the surrounding uses in Upland Central and the potential noise generation from those sources prior to purchase. It should also be understood that there is no completely effective mitigation measure for exterior noise.

EXHIBIT MRA to the Declaration indicates walls to be maintained by the Association ("**Project Walls**"). Some Project Walls were constructed for Noise Mitigation Measures in conformance with the requirements of the City. In the event of damage or destruction of all or any portion of the Project Walls, such Project Walls shall be repaired or rebuilt under to same or more stringent standard and with the same or better materials as the original Project Walls. The specifications for building Project Walls and their placement were determined by engineering professionals in consideration of site conditions.

All Buyers should consider the surrounding uses in and around Upland Central and the potential noise generation from those sources prior to purchase. It should also be understood that there is no completely effective mitigation measure for exterior noise.