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FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

SHASTA PALMS HOMEOWNERS ASSOCIATION

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability or genetic information, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

TABLE OF CONTENTS

INTRO]	DUCTION	1
ARTIC	LE I	2
DEFINI	ITIONS	2
1.1	"ARTICLES"	2
1.2	"ASSESSMENT"	2
1.3	"ASSOCIATION"	2
1.4	"ASSOCIATION PROPERTY"	2
1.5	"BOARD"	2
1.6	"BYLAWS"	2
1.7	"COMMON AREA"	2
1.8	"COMMON EXPENSES	
1.9	"CONDOMINIUM"	3
1.10	"CONDOMINIUM PLAN"	3
1.11	"DECLARATION"	3
1.12	"DEVELOPMENT"	3
1.13	"EXCLUSIVE USE COMMON AREA"	3
1.14	"GOVERNING DOCUMENTS	3
1.15	"GUEST"	3
1.16	"MANAGER"	3
1.17	"Member"	3
1.18	"MORTGAGE"	4
1.19	"OWNER"	4
1.20	"PERSON"	4
1.21	"RESIDENT"	4
1.22	"UNIT"	4
1.23	OTHER TERMS.	4
	LE II	
	RSHIP RIGHTS & INTERESTS	
2.1	OWNERSHIP OF CONDOMINIUM.	
2.2	RIGHT TO MEMBERSHIP IN ASSOCIATION.	
2.3	RIGHT TO INTEREST IN COMMON AREA	
2.4	MEETING OF OWNERS.	
2.5	RIGHT TO PARKING.	
2.6	RIGHT TO ACCESS.	
2.7		5
2.8	RIGHT TO VOTE.	
2.9	RIGHT TO INSPECT RECORDS.	
2.10	RIGHT TO USE AND QUIET ENJOYMENT	
2.11	UTILITY RIGHTS.	
2.12	EASEMENT FOR ENCROACHMENT.	
2.13	DELEGATION OF USE.	
2.14	SUSPENSION OF RIGHTS.	
2.15	NO SEPARATION OF INTERESTS	
2.16	PARTITION PROHIBITED.	
2.17	HEALTH AND SAFETY	6

	LE III	
ASSOC	IATION'S RIGHTS & DUTIES	
3.1	ASSOCIATION ACTION	
3.2	Powers.	
3.3	ASSESSMENTS.	
3.4	ADOPT RULES	
3.5	CONDUCT RESERVE STUDIES.	
3.6	IMPOSE FINES/PENALTIES.	7
3.7	MAKE OR SETTLE CLAIMS.	
3.8	MAINTAIN BANK ACCOUNTS.	
3.9	BORROW MONEY.	
3.10	RIGHT OF ACCESS	
3.11	Easements/Licenses.	
3.12	Enforce Governing Documents.	8
3.13	CONTRACT FOR GOODS & SERVICES.	8
3.14	Insurance	8
3.15	PAY TAXES.	8
3.16	Expenditures.	8
3.17	MAINTENANCE.	
3.18	PROVIDE UTILITIES IN COMMON AREA.	
3.19	DISPOSING OF MATERIALS.	
3.20	BOARD OF DIRECTORS.	
3.21	COMMITTEES.	
3.22	MEETINGS	
3.23	LIMITATION OF LIABILITY FOR ASSOCIATION REPRESENTATIVES	
3.24	NON-LIABILITY OF VOLUNTEER BOARD MEMBERS AND OFFICERS	
3.25	Indemnification.	9
ARTICI	LE IV	9
	ENANCE OBLIGATIONS	
4.1	MAINTENANCE GENERALLY.	9
4.2	MAINTENANCE BY OWNERS	9
4.3	MAINTENANCE BY THE ASSOCIATION.	10
4.4	EASEMENT FOR REPAIRS & ACCESS.	10
4.5	TEMPORARY RELOCATION COSTS.	10
4.6	OWNER LIABILITY FOR DAMAGE TO COMMON AREA.	11
4.7	OWNER LIABILITY FOR DAMAGE TO OTHER OWNERS.	11
4.8	DISPUTE BETWEEN OWNERS OVER REPAIRS	11
4.9	ASSOCIATION'S RIGHT TO MAKE REPAIRS	11
4.10	LIMITATION ON ASSOCIATION'S LIABILITY	11
ARTICI	LE V	11
	STRICTIONS	
5.1	SINGLE FAMILY RESIDENTIAL USE.	
5.2	BUSINESS ACTIVITIES.	
5.3	ANTENNAS & SATELLITE DISHES. OWNERS	
5.4	BALCONIES & DECKED TERRACES.	
5.5	COURTYARD	
5.6	ELECTRICAL EQUIPMENT.	
5.7	FILMING ACTIVITIES.	
5.8	FLAMMARI E MATERIAI S	12

5.9	GARAGE SALES.	12
5.10	HARASSMENT	12
5.11	INSURANCE RATES.	12
5.12	Insurance	
5.13	Laundry.	
5.14	Leases.	
	Limitations.	
	Tenant Information.	
	Lease must Require Conformance to Governing Documents	
	Common Area.	
	Indemnity	
	Unlawful Detainer	
5.15	Nuisance	
5.16	OCCUPANCY RESTRICTION.	
5.17	OBSTRUCTION OF COMMON AREAS.	
5.18	Parking	
5.19	PETS.	
0.17	Maximum Number of Pets	
	No Commercial Use	
	Common Area.	
	Leash.	
	Litter	
	Liability/Indemnity	
	Pets Constituting a Nuisance.	
5.20	Power Tools.	
5.21	RESIDENTIAL USE.	
5.22	RIGHT TO DISPLAY AMERICAN FLAG.	
5.23	SIGNS	
5.24	SMOKING.	
5.25	Trash & Waste Material.	
5.26	VEHICLES.	
3.20	THEELS.	10
RTICI	LE VI	16
	ΓECTURAL CONTROL	
6.1	RIGHT TO DECORATE.	
	MAINTAIN UNIFORMITY	
6.3	PRIOR APPROVAL.	
6.4	SUBMISSION OF PLANS.	
0.1	Plans	
	Structural Support	
6.5	DECISIONS BY THE BOARD.	
6.6	No Liability for Approval.	
6.7	COMPLIANCE WITH LAWS.	
6.8	CONDUCT OF CONSTRUCTION.	
6.9	NOTICE OF COMPLETION.	
6.10	MECHANIC'S LIEN.	
0.10	MEGIZING 5 DIEN.	10
RTICI	LE VII	18
	MENTS	
7.1	LIEN & PERSONAL OBLIGATION OF ASSESSMENTS.	
7.1	PURPOSE	19

7.3	BUDGET	19
7.4	REGULAR ASSESSMENTS.	19
	Increase in Assessments	19
7.5	SPECIAL ASSESSMENTS TO ALL OWNERS.	19
	Notice	19
7.6	EMERGENCY SITUATIONS.	19
	Order of Court	19
	Threat to Personal Safety	19
	Unforeseen Expenses.	20
7.7	SPECIAL ASSESSMENT TO INDIVIDUAL OWNER.	20
	Owner Damage	20
	Unit Repairs	20
	Noncompliance	20
	Notice	20
7.8	DEPOSIT OF ASSESSMENTS.	20
	Exclusive Control.	20
	Commingling	20
	Interest.	20
7.9	DELINQUENCIES.	20
	Late Charge	
	Interest.	
7.10	Transfer of Unit.	
7.11	No Offsets.	
7.12	ASSIGNMENT OF RENT.	
7.13	FEES & EXPENSES.	
7.14	ASSESSMENT LIEN	
	Notice	
	Dispute Resolution.	
	Recording Lien.	
	After Lien is Recorded	
	Release of Liens.	
7.15	COLLECTING DELINQUENT ASSESSMENTS LESS THAN \$1,800 OR ONE YEAR	
	Civil Action in Small Claims Court	
	Recording Lien.	
7.16	COLLECTING DELINQUENT ASSESSMENTS GREATER THAN \$1,800 OR ONE YEAR	
	Board's Decision	
	Notice	
	Foreclosure	
7.17	SECONDARY ADDRESS.	
7.18	SUSPENDING RIGHTS.	23
ARTICI	LE VIII	23
	ANCE	
8.1	AUTHORITY TO PURCHASE.	23
8.2	Fire & Casualty	23
8.3	GENERAL LIABILITY INSURANCE.	
8.4	DIRECTORS & OFFICERS LIABILITY.	
8.5	WORKERS COMPENSATION.	24
8.6	FIDELITY INSURANCE.	24
8.7	SCOPE OF COVERAGE.	
88	CHOICE OF INSURANCE COMPANIES	24

8.9	INSURANCE TRUSTEE.	24
8.10	WAIVER BY MEMBERS.	24
8.11	Unit Owner Insurance Required.	24
ARTICI	LE IX	25
	GE OR DESTRUCTION	
9.1	RESTORATION OF THE PROPERTY.	
9.2	INSURANCE SHORTFALL	
9.3	SALE OF DEVELOPMENT AND RIGHT TO PARTITION.	
9.4	UNIT DAMAGE	
ARTICI	JE X	26
	NT DOMAIN/CONDEMNATION	
10.1	TAKINGS.	26
10.2	Unit Awards	
10.3	REVISION OF DOCUMENTS.	
10.4	STATUS OF MEMBERSHIP.	
ARTICI	LE XI	27
	S OF MORTGAGEES	
11.1	RIGHTS OF MORTGAGEES	27
11.2	EXEMPTION FROM RIGHT OF FIRST REFUSAL.	
11.3	SUBORDINATION OF ASSESSMENT LIEN TO MORTGAGES.	27
11.4	PRIOR APPROVAL OF FIRST MORTGAGE HOLDERS.	27
11.5	EXAMINATION OF BOOKS & RECORDS.	
11.6	TAXES, ASSESSMENTS & CHARGES.	
11.7	PROFESSIONAL MANAGEMENT OF DEVELOPMENT.	
11.8	RESERVE FUND.	
11.9	DEFAULT PAYMENTS.	
11.10	NO PRIORITY OVER RIGHTS OF FIRST MORTGAGEES.	
11.11	EFFECT OF AMENDMENT.	
ARTICI	JE XII	29
	CEMENT OF GOVERNING DOCUMENTS	
12.1	ADHERENCE TO GOVERNING DOCUMENTS.	
12.2	STANDING TO ENFORCE.	
12.3	DISCRETION TO TAKE ACTION.	
12.4	"VIOLATION."	
12.5	SUSPENSION OF RIGHTS & PRIVILEGES.	
12.6	LIMITATIONS OF DISCIPLINARY RIGHTS.	
12.7	Fines.	
12.8	FINES DO NOT CONSTITUTE ASSESSMENT.	
12.9	VIOLATIONS IDENTIFIED BY THE ASSOCIATION.	
	Written Notice.	
	Hearing	
	Decision of Board.	
	Board's Decision	
12.10	VIOLATIONS IDENTIFIED BY AN OWNER.	
12.11	REMEDIES	
12.11	NO WAIVED	21

ARTICI	LE XIII	31
DISPUT	TE RESOLUTION	31
13.1	RESOLVING DISPUTES.	31
13.2	INFORMAL NOTICE OF VIOLATION.	
13.3	DISCIPLINARY PROCEEDINGS.	31
13.4	INTERNAL DISPUTE RESOLUTION PROCEDURE	31
	Meet and Confer	31
	Association's Representative	
	Timeliness of Meeting.	32
	Agreement in Writing	32
	Agreement Judicially Enforceable	32
13.5	ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.	32
13.6	LITIGATION	32
	LE XIV	
	AL PROVISIONS	
14.1	Term.	
14.2	CONSTRUCTION.	
14.3	AMENDMENTS.	
14.4	Number & Gender.	
14.5	Severability	
14.6	REFERENCE TO OWNERS.	
14.7	CONFLICTING PROVISIONS.	
14.8	NO PUBLIC RIGHTS IN THE DEVELOPMENT	
14.9	JOINT & SEVERAL LIABILITY.	
14.10	TELLETER OF TO STITTOTES	
14.11	CAPTIONS.	33
14 12	EXHIBITS	33

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SHASTA PALMS HOMEOWNERS ASSOCIATION

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions is effective the day, month and year of the San Diego Recorders Office Stamp, on this document by Shasta Palms Homeowners Association ("Association"), with reference to the following Introduction and Recitals:

INTRODUCTION

A. Association is comprised of Members who are Owners of all the Condominium Units situated in the City of San Diego, County of San Diego, State of California, located at 4036 Shasta Street, San Diego, California 92109 and which is more particularly described as:

Lots 30 through 33, inclusive, Block 6, Fortuna Park Addition, in the city of San Diego, County of San Diego, State of California, according to Map No. 894 filed in the Office of the County Recorder of San Diego County on January 22, 1903.

- B. The lots were developed as a Common Interest Development ("Development"), as defined in California Civil Code Section 1351 and consist of Units and related Common Areas.
- C. Association intends by this Declaration to revoke the document entitled "Declaration of Covenants, Conditions and Restrictions for Shasta Palms A Condominium Project" recorded on May 8, 1978 as Instrument No. 78-192266, as well as any and all amendments thereto and Supplemental Declarations.
- D. Association is a California nonprofit mutual benefit corporation formed to manage a common interest development within the meaning of California Civil Code Section 1351 and Internal Revenue Code Section 501(c)(4) and desires that the Owners and the Units be subject to the covenants, conditions, restrictions and rights contained herein.
- E. This Declaration is intended to 1) benefit and protect the Development and each Unit contained therein, 2) benefit all the Owners of the individual Condominiums, 3) run with the land and be binding upon all persons having or acquiring any right, title or interest in any Unit or in the Development, and 5) run with the land and be binding upon any resident, guest or other person entering the Development at any time for any reason.
- F. This Declaration may be amended pursuant to the Governing Documents or pursuant to the terms of the Davis-Sterling Common Interest Development Act.

NOW THEREFORE, the Association and the Owners hereby adopt the following covenants, conditions and restrictions

ARTICLE I Definitions

- 1.1 "Articles" means the Articles of Incorporation of Shasta Palms Homeowners Association originally filed with the Secretary of State of California and any amendments to the Articles.
- 1.2 "Assessment" means any Regular or Special Assessment charge levied against an Owner in accordance with the provisions of Article VIII of this Declaration or as permitted in California Civil Code Section 1366.
- 1.3 **"Association"** means Shasta Palms Homeowners Association, a nonprofit corporation created for the purpose of managing the Development.
- 1.4 "Association Property" means all the real and personal property and improvements the Association holds in fee title.
- 1.5 **"Board"** means the Association's Board of Directors.
- 1.6 **"Bylaws"** means the Association's Bylaws and any amendments to the Bylaws.
- 1.7 "Common Area" means the entire Common Interest Development except the Units, as described in California Civil Code Section 1351(b). The Common Areas include, without limitation, exterior landscape and hardscape areas, exterior surfaces of the buildings, parking areas, common stairways, laundry areas, trash and recycle areas, post boxes, a courtyard and all plumbing and roofing as well as structural elements of the Buildings and the land upon which the Common Development is located and the airspace above the Common Development.
- 1.8 "Common Expenses" means all costs incurred by the Association in maintaining, repairing and replacing the Common Areas and managing and operating the Development and the Association as estimated from time to time by the Board of Directors, including:
 - 1. The costs of all utilities metered to more than one Unit and other commonly metered charges for the Property;
 - 2. The cost of trash collection and removal and recycling;
 - 3. The cost of fire, casualty and liability insurance and other insurance covering the Property;
 - 4. Taxes paid by the Association, including any blanket tax assessed against the Property;

- 5. Amounts paid by the Association for discharge of any lien or encumbrance levied against the Property or portions therefor; and
- 6. The costs of any other item(s) incurred by the Association for any reason in connection with the Property for the Owner's common benefit.
- 1.9 **"Condominium"** means an estate in real property as defined in California Civil Code Section 783 and 1351(f) consisting of an undivided fractional interest as a tenant in common in all or any portion of the Common Area, together with a separate fee interest in a Unit and membership in the Association.
- 1.10 **"Condominium Plan"** means a Condominium Plan recorded for the Association by the developer and any amendments made to the Plan.
- 1.11 **"Declaration"** means this First Amended and Restated Declaration of Covenants, Conditions and Restrictions and any amendments made and recorded.
- 1.12 "Development" means this Common Interest Development or Condominium Project.
- 1.13 **"Exclusive Use Common Area"** means the portion of the Common Area reserved for the exclusive use of one Owner or Unit. The Exclusive Use Common Area includes:
 - 1. Those sections of pipe and wiring, wherever located, which serve the Unit only;
 - 2. All mechanical equipment, switches, ducts, drains, controls, meters, utilities and valves wherever located which serve the one Unit only;
 - 3. Doors, windows and all elements thereof, which service the one Unit only; and
 - 4. Balconies, decked terraces and parking spaces assigned to the Unit as described in the Condominium Plan.
- 1.14 "Governing Documents" is a collective term that means and refers to this Declaration Articles, Bylaws and Association Rules & Regulations.
- 1.15 "Guest" means any person who enters the Development at any time at an Owner or Resident's request or benefit, but who does not reside in the Development. This term will include, but is not limited to, Owner or Resident's invitees, social guests, contractors, employees and service providers.
- 1.16 "Manager" means any person employed by the Association to oversee the operation, maintenance and management of the Development.
- 1.17 "Member" means any person or entity who is an Owner of Record.

- 1.18 **"Mortgage"** means any mortgage, deed of trust or other security device encumbering all or any portion of the Development or any Condominium located therein.
- 1.19 "Owner" means and refers to any person, firm, corporation or other entity which owns a fee simple interest in any Condominium, as shown by the official records of the San Diego County Recorder. Owner also means "Member" whenever the context relates to an Owner as a Member of the Association. "Owner" does not include a lessee or tenant holding a possessory interest or persons or entities that hold an interest in a Condominium merely as security for the performance of an obligation.
- 1.20 **"Person"** means any natural person, corporation, partnership or other entity.
- 1.21 **"Resident"** means all persons residing in a Unit, including tenants, occupants and family members.
- 1.22 "Unit" means the elements of a Condominium that are not owned in common with the Owners of the other Condominiums in the Development, and which are designated on the Condominium Plan as "Living Unit". The Units are made up of the interior surfaces of the perimeter walls, the finished surfaces of the floors and of the ceilings, windows and doors thereof, and includes both the portions of the building so described and the air space so encompassed. The following are not part of the Unit: bearing walls, columns, roofs, foundations, central heating and other central services, pipes, ducts, flues, chutes, conduits wires and other utility installations, wherever located, except outlets thereof when located within the Unit. The physical boundaries of the Unit as constructed in substantial accordance with the original plans, must conclusively be presumed to be the boundaries rather than any metes and bounds description expressed in any deed or plan, regardless of settling or lateral movement of the building and regardless of any minor variance between boundaries shown in any deed or plan and those of the building.
- 1.23 **Other Terms.** Unless the context clearly requires otherwise, all other terms used in the Governing Documents are defined in California Civil Code Section 1351.

ARTICLE II Ownership Rights & Interests

2.1 **Ownership of Condominium.** Ownership of a Condominium within the Development includes a Unit, an undivided interest in the Common Area, an Exclusive Use Common Area as designated in the Condominium Plan, a membership in the Association and any exclusive or nonexclusive easements, servitudes or rights of use appurtenant to such Unit over the Common Area or other Units as described in this Declaration or the deed to the Condominium. All Owners shall have and enjoy all the rights vested in an Owner and shall be subject to all the duties assigned to an Owner under the Governing Documents.

- 2.2 **Right to Membership in Association.** All Owners are automatically deemed Members of the Association and shall be entitled to the rights and benefits of membership in the Association, subject to the limitations contained in the Governing Documents.
- 2.3 **Right to Interest in Common Area.** Each Member shall own a variable percentage interest in the Common Area as tenant-in-common with all other Members.
- 2.4 **Meeting of Owners.** Each Member has a right to attend the annual Member Meeting, which is held according to the Bylaws.
- 2.5 **Right to Parking.** Each Owner shall have a right to the exclusive use of the parking spaces designated to his or her Unit in the Condominium Plan.
- 2.6 **Right to Access.** Each Owner shall have a right to enter all portions of the Development, including a neighbor's Unit or Exclusive Use Common Area in order to access and/or maintain his or her own Unit and Exclusive Use Common Area, provided 48 hour advance notice is given or if there is an emergency.
- 2.7 **Right to Structural Support.** Each Owner shall have a nonexclusive easement for ingress, egress and support over, across and through the Common Area for the structural support of his or her Unit.
- 2.8 **Right to Vote.** Each Owner shall have the right to vote in all Association elections.
- Right to Inspect Records. Members shall have the right to inspect and copy association records, which include 1) all financial documents required by statute to be provided to an owner, 2) interim unaudited financial statements, 3) executed contracts, 4) written board approvals of vendor contracts, 5) federal and state income tax returns, 6) reserve account statements and records, 7) agendas and minutes of Board, Member and committee meetings, 8) membership lists and 9) check registers. Upon an Owner's written request, the Association shall copy the requested documents and may charge the Owner for the cost of copying and mailing the records.
- 2.10 **Right to Use and Quiet Enjoyment.** Each Owner is entitled to the exclusive use and quiet enjoyment of his or her Unit and Exclusive Use Common Area, subject to limitations contained in the Governing Documents.
- 2.11 **Utility Rights.** Each Owner shall have access through all parts of the Development to maintain any sections of utility lines for sewer, storm drains, water, electricity, gas, telephone and television cables, that exclusively serve his or her Unit. Each Owner shall have the right to install, maintain, repair and replace all the utility lines, pipes, conduits or connections from any source located in or across the Common Area to and into the Owner's Unit at the Owner's expense. The Association must allow aboveground or underground access to the person or company performing the installation, repair or replacement, including if necessary the right to excavate portions of the Common Area not improved with structures, provided such portions of the Common Area are restored to their original condition by the person performing the installation, repair or replacement.

- 2.12 **Easement for Encroachment.** If any part of a Unit encroaches upon the Common Area, or upon another Unit by inadvertence and without the Owner's or his or her predecessors' intent, a valid easement exists for the encroachment and for the maintenance of the same so long as there is no serious threat of injury or damage to the other Owners or the Association. If any part of the Common Area encroaches or hereafter encroaches upon any Unit or Exclusive Use Common Area, a valid easement exists in the Association's favor for the maintenance of the same.
- 2.13 **Delegation of Use.** Any Owner may delegate his or her rights of use and enjoyment of the Development to the members of his or her family, his or her guests and tenants. If an Owner sells his or her Unit to a contract purchaser or leases or rents the Unit, the Owner, members of the Owner's family and guests shall not be entitled to the use and enjoyment of any such rights while the Owner's Unit is occupied by the contract purchaser or tenant. The contract purchaser, or tenant, while occupying such Unit, shall be entitled to use and enjoy such rights and can delegate the rights of use and enjoyment in the same manner. Any delegated rights of use and enjoyment are subject to suspension to the same extent as the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of Assessments or performance of the covenants, conditions and restrictions contained in this Declaration.
- 2.14 **Suspension of Rights.** An Owner's right to vote, utilize the Common Areas and receive all nonessential services from the Association, may be suspended under the circumstances and according to the procedures described in the Governing Documents.
- 2.15 **No Separation of Interests.** An Owner's interest in the Unit, Exclusive Use Common Area, Common Areas, membership in the Association and any easements, must not be separated or separately conveyed. Any conveyance of a Unit shall be deemed to automatically include fee title to the Unit, an interest in the Common Area, membership in the Association and the easements specified in this Declaration, whether mentioned or omitted in the deed.
- 2.16 **Partition Prohibited.** Neither the Association nor any Person acquiring an interest in the Development may seek any judicial partition except upon the sale of the entire Development if the Development has become substantially damaged or obsolete.
- 2.17 **Health and Safety.** The Association has the right to impose reasonable conditions and restrictions on the use of the Common Areas to protect the health and safety of the Members and other Persons and to protect the Common Areas from damage or premature deterioration.

ARTICLE III Association's Rights & Duties

3.1 **Association Action.** The Board and any such officers elected or appointed by the Board shall conduct the Association's affairs, except the matters requiring the Owners' approval as set forth in the Governing Documents.

- 3.2 **Powers.** The Association shall have all the powers of a nonprofit mutual benefit corporation organized under California's General Nonprofit Mutual Benefit Corporation Law operating pursuant to California Corporations Code Section 7140. The Association must act in conformance with and subject to the limitations contained in the Governing Documents.
- 3.3 **Assessments.** The Association shall establish, fix and levy assessments against the Owners and to enforce payment of such assessments, in accordance with Article VII.
- 3.4 **Adopt Rules.** The Association shall adopt, amend and remove rules and regulations. Such rules and regulations must: 1) be in writing, 2) be reasonable, 3) be within Association's authority, 4) not be inconsistent with Governing Documents, and 5) be made in good faith.
- 3.5 **Conduct Reserve Studies.** At least once every three (3) years the Board shall conduct a study of the reserve as described in California Civil Code Section 1365.5(e).
- 3.6 **Impose Fines/Penalties.** The Association shall impose fines and penalties for violating the Governing Documents and may suspend an Owner's privileges and rights, as described in Section 12.5 of this Declaration.
- 3.7 **Make or Settle Claims.** The Association shall institute, defend, settle or intervene in litigation, arbitration, mediation or administrative proceedings, and to seek injunctive, equitable, declaratory or monetary relief, in its own name as the real party in interest and without joining individual Owners, in matters pertaining to 1) enforcement of the Governing Documents, 2) damage to the Common Area, 3) damage to a separate interest that the association is obligated to maintain or repair, and 4) damage to a separate interest that arises out of, or is integrally related to, damage to the Common Area or a separate interest that the Association is obligated to maintain or repair.
- 3.8 **Maintain Bank Accounts.** The Association shall maintain all saving and checking accounts in the Association's name for funds coming under the Board's control.
- 3.9 **Borrow Money.** The Association shall have the power to borrow money as may be needed in discharging its powers and duties. A majority of a quorum, as described in the Bylaws, of the Owners must approve a loan in advance for any loan that exceeds five percent (5%) of the budgeted annual gross expenses of the Association in that fiscal year.
- 3.10 **Right of Access.** The Association shall have the right to enter any Unit or Exclusive Use Common Area to maintain, repair or replace the portions of the Development which are the Association's responsibility under this Declaration or to abate any actions or conditions which are a nuisance threatening the health or safety of others. Except in cases of emergency, the Association must provide 48-hour advance notice to the Owner. Persons entering a Unit or Exclusive Use Common Area for such purposes shall not be liable for trespass. The Association shall promptly repair any damage it causes to the Unit, except for damage that results from the Owner's failure to allow entry.

- 3.11 **Easements/Licenses.** The Association shall have the authority to grant easements and/or licenses in addition to those shown on the map, where necessary for utilities and cables over the Common Area to serve the Common Areas and the Units.
- 3.12 **Enforce Governing Documents.** The Association shall have the power to enforce the Governing Documents by any means provided therein or under California law.
- 3.13 **Contract for Goods & Services.** The Association shall have the power to contract for goods and services as reasonably required to protect, manage and operate the Association and the Development, including but not limited to, contracts for utility services for the Common Area, insurance, management services, accounting services, legal services, security services, maintenance and repairs, gardening and landscape services, supplies and all other expenses reasonable required for the Association to perform its powers and duties under the Governing Documents.
- 3.14 **Insurance.** The Association shall contract for and maintain such policies of insurance as required by Article VIII of this Declaration.
- 3.15 **Pay Taxes.** The Association shall file tax returns and pay taxes levied against it by virtue of its corporate existence and its operations.
- 3.16 **Expenditures.** The Association may make improvements to the Common Area provided that a majority of a quorum of the Owners approve any expenditures, which exceed an aggregate of 10% of the budgeted gross expenses of the Association for that fiscal year.
- 3.17 **Maintenance.** The Association shall maintain the Common Area in good, clean, sanitary and attractive condition. The Association's duty to maintain the Common Area includes the duty to contract for, provide and pay for 1) maintenance, utility, gardening and other services benefiting the Common Area and 2) to contract for and purchase tools, equipment, materials, supplies and other personal property and services for maintenance and repair of the Common Area.
- 3.18 **Provide Utilities in Common Area.** The Association shall contract, provide and pay for all water, sewer, garbage, electrical, telephone, gas and other utility services for the Common Area, and to the extent not separately intended or changed, for each Unit.
- 3.19 **Disposing of Materials.** The Association shall dispose by sale or otherwise of lawn or patio furniture, maintenance equipment or other property held in common ownership by Unit Owners.
- 3.20 **Board of Directors.** The Board of Directors must be elected as provided in the Bylaws and shall manage the affairs of and perform the Association's duties and powers.
- 3.21 **Committees.** The Board may form committees as it deems necessary to assist in performing discrete functions as defined by the Board and each committee must report to the Board.

- 3.22 **Meetings.** The Association shall conduct at least one Member meeting a year to elect directors and conduct any other legitimate business which may be raised at the meeting. The meetings must be conducted as described in the Bylaws.
- 3.23 **Limitation of Liability for Association Representatives.** Except in cases of gross negligence and willful misconduct, the Association, including its officers, directors, committee members, employees or agents shall not be liable to any Person for any such Person's acts or omissions within the scope of that Person's duties.
- 3.24 **Non-liability of Volunteer Board Members and Officers.** Except as provided in California Corporations Code Section 7233 or 7236, a volunteer Board member or volunteer Association officer shall not be personally liable to any Person who suffers injury, damage or loss as a result of the act or omission of the volunteer officer or Board member occurring 1) within the scope of such volunteer's duties, 2) in good faith, 3) in a manner such director or officer believes to be in the best interest of the corporation, and 4) with such care, including reasonable inquiry as an ordinarily prudent person in a like position would use under similar circumstances.
- 3.25 **Indemnification.** To the fullest extent authorized by law, the Association has the power and duty to indemnify Board members, Association officers, and all Association committee members for all damages, pay all expenses incurred and satisfy any judgment or fine levied, as a result of any criminal action or threatened action brought because of an act or omission within the scope of the Person's duties. Board members, Association officers, and all Association committee members are deemed to be the Association's agents.

ARTICLE IV Maintenance Obligations

- 4.1 **Maintenance Generally.** The Development must be maintained in good condition at all times so as to preserve property values, the quiet enjoyment of the Residents and the right of each Owner to the full use and occupancy of his or her Unit.
- 4.2 **Maintenance by Owners.** Every Owner must at his or her sole expense:
 - 1. Maintain, repair, replace and restore all portions of his or her Unit so the Unit is in good, clean and sanitary condition at all times;
 - 2. Maintain, repair, replace and restore all portions of his or her Exclusive Use Common Area so it is in good, clean, sanitary and attractive condition at all times;
 - 3. Treat, repair, replace, restore and maintain his or her Unit and Exclusive Use Common Area in the event dry rot, mold, mildew, fungus or other similar conditions are found in those areas;

- 4. Repair, replace and restore any part of the Unit or Exclusive Use Common Area damaged as a result of termites, rodents, insects and other pests and infestations;
- 5. Maintain, repair and replace the glass doors and windows enclosing his or her Unit; and
- 6. Maintain and repair plumbing, electrical and heating systems servicing only his or her Unit.
- 4.3 **Maintenance by the Association.** The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area, and all components thereof so that it is at all times in clean, safe and attractive condition. No Person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area. Additionally, no Person shall remove any tree, shrub or other vegetation from, plant or store any tree, shrub or other vegetation upon the Common Area without express approval of the Association. The Association's duties include, but are not limited to:
 - 1. Maintenance, repair and replacement of all portions and elements of the Development other than those specified in this Declaration to be part of the Units and Exclusive Use Common Areas. However, if the Board concludes that elements of the Exclusive Use Common Area such as patio walls, balcony railings and garage doors throughout the Development are in need of repair or replacement at the same time, the Association may elect to make such repairs or replacements and utilize Common Funds in order to do so;
 - 2. Treatment and repair of mold, mildew, fungus or other similar conditions found in the Common Area only. The Association shall not be responsible under any circumstances for treating, repairing or otherwise addressing such conditions in the Units or Exclusive Use Common Areas.
- 4.4 **Easement for Repairs & Access.** Whenever sewer, water, electricity, gas, television cables, telephone lines or connections, are installed within the Development, which utilities or any portion thereof lie in a Unit owned by another Owner, the Owners of any Unit served by such connections have the right, and are granted an easement to the full extent necessary to enter the Units or to have the utility company enter the Units which such connections or any portion thereof lie, to repair, replace and generally maintain such connections, as and when necessary.
- 4.5 **Temporary Relocation Costs.** The cost of temporary relocation during the repair and maintenance of the areas within the responsibility of the Association shall be borne by the Owner of the Unit affected. The Association must give the Residents and Owner 15 days notice of the need to temporarily vacate a Unit. The notice must state the reason for the temporary relocation, the date and time the treatment will begin, the anticipated completion time and date and that the occupants will be responsible for their own accommodations during the temporary relocation.

- 4.6 **Owner Liability for Damage to Common Area.** Each Owner is liable to the Association for any damage to the Common Area caused by 1) his or her acts or omissions, 2) the acts or omissions of his or her Residents and Guests and 3) any condition originating in his or her Unit or Exclusive Use Common Area.
- 4.7 **Owner Liability for Damage to Other Owners.** Each Owner is liable to all other Owners for any damage to their Units or Exclusive Use Common Areas caused by 1) his or her acts or omissions, 2) the acts or omissions of his or her Residents and Guests and 3) any condition originating in his or her Unit or Exclusive Use Common Area.
- 4.8 **Dispute Between Owners Over Repairs.** In the event a dispute arises between Owners with respect to the repair or rebuilding of any utilities or connections, or with respect to the sharing of the cost, at least one of the Owners must send a written request addressed to the Association. The matter shall be submitted to the Board who will decide the dispute and the decision of the Board shall be final and conclusive on the parties.
- 4.9 **Association's Right to Make Repairs**. If an Owner fails to adequately maintain, repair or replace his or her Unit or Exclusive Use Common Area, or any elements thereof to the Board's satisfaction, the Association may enter the Unit or Exclusive Use Common Area and make the necessary repairs or perform maintenance on the Owner's behalf after giving the Owner at least 30 days written notice.
- 4.10 **Limitation on Association's Liability.** In the absence of gross negligence or willful misconduct, neither the Association nor any officer, director, committee member, employee or agent of the Association shall be liable to any person for 1) theft of or injury to any article, vehicle or object which may be kept by the Owner or other Person in any part of the Development, 2) water leakage or mold from any source which results in damage to the Owner's Unit or Exclusive Use Common Area, or 3) the Association's need to access the Common Area in order to maintain or repair those portions for which the Association is responsible.

ARTICLE V Use Restrictions

Owners must comply with and be responsible for ensuring that the Owner's family, guests, tenants and all occupants of the Owner's Condominium comply with all provisions of the Governing Documents. The Association may take action under this Declaration against the Owner's family, guests, tenants or occupants, as well as the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

- 5.1 **Single Family Residential Use.** The use of the individual Units in the Development is restricted to single family residential use. In no event shall more individuals than permitted by applicable zoning laws or governmental regulations occupy a Unit.
- 5.2 **Business Activities.** No business or commercial activities of any kind shall be conducted in any Unit without the prior written approval of the Board, however the restriction does not

apply to the activities, signs or activities of the Association in discharging its responsibilities under the Governing Documents.

- 5.3 Antennas & Satellite Dishes. Owners may install satellite dishes and television antennas that do not exceed 36 inches in diameter on Exclusive Use Common Areas appurtenant to their Unit such as balconies and decked terraces. The Owner must file an application with the Association prior to installation of the antenna or satellite and is responsible for reimbursing the Association or its members for any loss or damage caused by the installation, maintenance or use of an antenna or satellite.
- 5.4 **Balconies & Decked Terraces.** Owners may not furnish balconies or decked terraces, nor store any items, including but not limited to trash, bicycles, barbeques or plants on the balconies or decked terraces. The Board may cause the removal of any decoration that it finds unsightly, inconsistent with the uniform appearance of the Building, or a potential threat to cause damage or injury to others.
- 5.5 **Courtyard.** Owners shall not store any items, including but not limited to trash, bicycles, barbeques or plants in the courtyard.
- 5.6 **Electrical Equipment.** Owners shall not install, attach or hang any equipment or wiring for electrical installations in any portion of the Common Area except as approved in writing in advance by the Board.
- 5.7 **Filming Activities.** Owners shall not allow their Unit or any other part of the Development to be used for commercial filming or photography purposes except with the prior written approval of the Board.
- 5.8 **Flammable Materials.** Under no circumstances shall Owners store explosives, fireworks or highly flammable materials such as gasoline, kerosene, oil, oil-based paints or solvents anywhere in the Development. This provision does not prohibit Owners from storing normal household products, including cleaning and barbeque supplies, provided they are stored in a safe manner.
- 5.9 **Garage Sales.** Rummage sales, garage sales, estate sales or flea markets of any kind are not permitted unless approved in writing in advance by the Board.
- 5.10 **Harassment**. Owners and Residents shall not threaten, intimidate, berate, harass, embarrass or act in a menacing manner towards any officer, director, manager, employee, vendor, agent, Resident or Member of the Association.
- 5.11 **Insurance Rates.** Owners shall not do or keep anything that will increase the rate of insurance for any other Unit or the Common Area or cause any insurance policy to be cancelled. If the cost of insurance on any policy normally purchased by the Association is increased due to an Owner's act or omission, that Owner shall be personally liable to reimburse the Association for the cost of any such increase which cost shall become a Special Assessment against his or her Condominium.

- 5.12 **Insurance.** Each Owner shall have the continuing duty to insure his or her separate interests and purchase at his or her sole expense property insurance covering his or her Condominium and any personal property furniture, furnishings and decorations within his or Unit or Exclusive Use Common Area and any other policy of insurance which the Owner feels is reasonably necessary to protect his or her separate interests.
- 5.13 **Laundry.** Exterior clothesline, which can be seen from the Common Area or another Owner's Unit or Exclusive Use Common Area, are not permitted in the Development.
- 5.14 **Leases.** All Units that are occupied by anyone other than the Owner must conform to the following restrictions:
 - 1. **Limitations.** Units must be leased, rented or subletted for a minimum six (6) month period.
 - 2. **Tenant Information.** Each Owner must notify the Association of the names, telephone number and e-mail addresses of any contract purchasers, lessees, or occupants of the Unit.
 - 3. Lease must Require Conformance to Governing Documents. Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Unit must require the tenant or contract purchase to comply with all of the Governing Documents. The Association and each Owner shall have a right of action directly against any tenant or contract purchaser, as well as the Owner, for nonperformance of any of the provisions of the Governing Documents to the same extent that such right of action exists against such Owner. Any lease must specify that failure to abide by such provisions is a default under the agreement.
 - 4. **Common Area.** When any Unit is non-Owner occupied, the Residents shall have the exclusive right to use the Common Area and receive whatever services would otherwise be provided to the Owner. The Owner will not have those rights or receive those services until he or she retakes possession of the Unit.
 - **5. Indemnity.** The Owner agrees to indemnify, defend and hold harmless the Association, its officers, directors, employees, managers and other Members from any attorney's fees, expenses, debts, liabilities, damages or injuries caused by the Residents or arising from the lease/occupancy agreement whenever a Unit is non-Owner occupied.
 - **6.** Unlawful Detainer. Any Owner of a non-Owner occupied Unit is responsible for adhering to this Section and guarantees compliance by his or her Residents with the Association's Governing Documents. In the event of a breach, the Association shall give the Owner notice who shall have 10 days to fully remedy the breach. If the breach is not remedied within that period, the Owner and Resident shall be subject to fines and other disciplinary action by the Association. If the breach is not cured

within 20 days, the Association shall have the right to instruct the Owner to file an unlawful detainer action to evict the lessee/occupant. If the Owner fails to take such action within 15 days, then the lease or other written occupancy agreement shall be deemed assigned to the Association so that the Association may commence unlawful detainer proceedings in its own name against the Resident.

- 5.15 **Nuisance.** Owners shall not commit any public or private nuisance or other act or thing which may unreasonably interfere with any other Owner or the use of any other Unit. Nuisances shall be determined in accordance with applicable law using objective standards. No person shall use any Unit for any use, which would violate the provisions of the Governing Documents. The following conduct and conditions shall constitute prohibited nuisances: 1) any violation of the Governing Documents, 2) all harmful, offensive or illegal activities, 3) all drifting secondhand smoke, and 4) anything which threatens to cause or causes unreasonable embarrassment, disturbance or annoyance to the Association or any other Owner or Resident
- 5.16 **Occupancy Restriction.** The maximum number of residents in any Unit at any time shall not exceed two (2) persons per bedroom, plus one (1). For purposes of this Section only, a person is deemed to reside in the Unit if he or she spends more than 60 consecutive days or 120 non-consecutive days in any calendar year, using, residing in or occupying the Unit. The Association may require Owners to disclose in writing the names of the persons residing in the Unit at any time.
- 5.17 **Obstruction of Common Areas.** Owners shall not obstruct or interfere in the Association's management of the Common Area or the right of passage through the Common Area.
- 5.18 **Parking.** Each Owner shall have the exclusive use of parking spaces or a garage as described in the Condominium Plan. Each parking space must be used to store one (1) standard operable automobile or motorcycle only. Campers, trailers, boats of any kind or other single or multi-purpose engine-powered vehicles are not permitted to be stored in the parking spaces, except temporarily and solely for the purpose of loading and unloading.
- 5.19 **Pets.** The following restrictions regarding the care and maintenance of pets within the Development must be observed by each Owner and Resident:
 - 1. **Maximum Number of Pets.** An Owner or Resident may keep fish and/or only one (1) domesticated bird, cat or dog.
 - 2. **No Commercial Use.** Animals or pets living in the Development shall not be bred for commercial purposes.
 - 3. **Common Area.** Household pets shall not be left chained or otherwise tethered in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet waste deposited by their pets within the Development.

- 4. **Leash.** Dogs shall be kept on a leash at all times when they are in the Common Areas.
- 5. **Litter.** Each Owner or Resident shall immediately remove and dispose of any litter left by his or her pet in the Common Areas or Exclusive Use Common Areas.
- 6. Liability/Indemnity. All Owners or Residents are liable for any damage or injury to persons or property caused by their pets. Each Owner shall indemnify, defend and hold harmless the Association and its officers, directors, employees, committee members, manager and agents from all claims, obligations, liabilities, damages, expenses, judgments, attorney's fees and costs arising from or related to his or her pets.
- 7. **Pets Constituting a Nuisance.** The Board may, in its sole discretion, prohibit any animal that constitutes a nuisance, whether due to its size, viciousness, unreasonable noise or otherwise, with respect to any other residents from living in the Development.
- 5.20 **Power Tools.** Power tools, welding equipment or carpentry shops may only be used between the hours of 9:00 am and 5:00 pm.
- 5.21 **Residential Use.** Units shall not be used or occupied for any purpose other than as a private single-family residence.
- 5.22 **Right to Display American Flag.** Owners and Residents are allowed to display the United States flag in the Unit or within the Exclusive Use Common Area. The flag may be made of fabric, cloth or paper displayed from a staff or pole or in a window. A depiction or emblem of the flag made of lights, paint, roofing, siding, paving material, flora or balloons, or any other similar building, landscaping or decorative component are prohibited.
- 5.23 **Signs.** Commercial advertising signs or billboards shall not be displayed on any Unit or posted within or on any portion of the Common Area. However, Owners may post any signs required by legal proceedings and a single "For Rent," "For Sale," or "For Lease" sign of reasonable dimensions on their Units. Owners may place noncommercial signs or posters, which do not exceed nine (9) square feet or flags or banners which do not exceed fifteen (15) square feet, in their yard or windows, on their door or outside wall and on their balcony. Banners and flags made from lights, building or paving materials, plants or balloons are prohibited. Owners may not paint messages on the Development's architectural surfaces. Notwithstanding the foregoing, the Board may prohibit and order the removal of any sign which poses a threat to the health and/or safety of other Residents, or which is in violation of the law.
- 5.24 **Smoking.** Owners, Residents and Guests must not smoke anywhere on the Development Property, including, but not limited to any of the Common Areas, Exclusive Use Common Areas and individual Units.

- 5.25 **Trash & Waste Material.** Owners or Residents shall not store trash or waste material of any kind outdoors, except in trash containers placed in outdoor trash enclosures. In no event may an Owner or Resident deposit any trash or other materials within the trash receptacles except in strict compliance with all applicable Hazardous Materials Laws. Waste materials requiring special handling and transportation must be stored in appropriate containers if required under applicable laws and kept out of regular outdoor trash containers. The Association may remove any outside storage prohibited by this Article at the expense of the offending Owner.
- 5.26 **Vehicles.** Owners and Residents must not build, service or repair vehicles in the Development except on an emergency basis when they become inoperable.

ARTICLE VI Architectural Control

- 6.1 **Right to Decorate.** Each Owner shall have the exclusive right at his or her expense to paint, repaint, tile, wax, paper or otherwise furnish and decorate the interior surfaces of the walls, partitions, ceilings, floors and doors within his or her Unit. Each Owner may furnish his or her Unit as he or she sees fit provided such furnishings do not cause a threat of damage or injury to any other Owner or Unit or violate any noise restrictions contained in the Governing Documents.
- 6.2 **Maintain Uniformity.** The Common Area shall maintain its uniformity. Owners shall not alter any existing fixtures, screens, doors, windows, outdoor lamps, railings and any other surface or fixture and shall not add any screens, door knobs and locks to the exterior surface of the building.
- 6.3 **Prior Approval.** Owners shall not alter, install, construct, reconstruct, replace, assemble, maintain, relocate, remove or demolish any portion of such Owner's Unit or Exclusive Use Common Area or any additional Improvements located therein, to be unless such Proposed Alteration conforms to all applicable governmental requirements and any design guidelines adopted pursuant to this Declaration. Without limiting the foregoing, the following Proposed Alterations shall further require the approval of the Approving Authority:
 - 1. Any Proposed Alteration which would be visible from outside of a Unit;
 - 2. Any Proposed Alteration which would pierce, modify or otherwise impact the roof, perimeter walls, demising walls, load-bearing or utility-bearing walls, ceilings, foundations or other structural or utility bearing portions of a Condominium Building;
 - 3. Any Proposed Alteration that would impact the operation of any mechanical systems serving any other Owner's Unit within a Condominium Building;
 - 4. Any Proposed Alteration which would materially increase the load on any utility services provided by the Association or otherwise adversely impact any utility improvements installed within the Development for the delivery of such utility services or any common utility services benefiting more than a single Unit;

- 5. Any Proposed Alteration that would cause a significant increase in the cost of insurance to be carried pursuant to Article 8 by the Association or the Owner of any other Unit;
- 6. Any proposed alteration that would affect the foundation or structural integrity of any Unit, Building or Common Area;
- 7. Any proposed alteration that would alter the exterior uniform appearance of any Unit, or Common Area; and
- 8. Any other Proposed Alteration, which would materially, adversely impact the use and occupancy of any other Owner's Unit (other than temporary, minor impacts resulting from construction activity related to the performance of such Proposed Alteration).
- 6.4 **Submission of Plans.** Plans and specifications for the proposed alteration must be submitted to the Board of Directors by personal delivery or certified mail.
 - 1. **Plans.** If the Proposed Alteration requires a permit from a governmental body, a licensed architect, contractor or engineer must prepare the plans and specifications. All permits, detailed plans and specifications must be submitted to the Board.
 - 2. **Structural Support.** If structural support of any building, Unit or other part of the Development could be impacted, the Owner must provide a certificate by a structural engineer licensed in the State of California stating that the alteration will not result in any negative structural impact on any part of the Development.
- 6.5 **Decisions by the Board.** The Board shall communicate all decisions to the Owner in writing. An approval by the Board may be qualified. If the Board denies an application in whole or in part, it shall list the reasons for disapproving the application. In the event the Board fails to approve or disapprove the proposed alteration within 45 days after the plans have been submitted, the Owner may submit a written notice to the Board advising them of the failure to approve or disapprove. If the Board still fails to approve or disapprove the plans within 30 days after the receipt of said notice from the Owner, the plans shall be deemed denied.
- 6.6 **No Liability for Approval.** By approving an application, the Board is not representing to the Owner that the plans are prudent, safe or legal. The approval shall not relieve the Owner of the duty to satisfy the terms of the Governing Documents and of all applicable laws, statutes, regulations and codes, provide a defense to a legal action by the Association or give rise to any liability on the part of the Association, the Board, the Committee or their representatives.
- 6.7 **Compliance with Laws.** The Owner must ensure that the final product meets all applicable laws and regulations, is free of defects, meets all provisions of the Governing Documents and does not disturb the quiet enjoyment of any other Owner.

- 6.8 **Conduct of Construction.** Owner must use best efforts to minimize inconvenience to the other residents of the Development during any construction. The following restrictions will apply:
 - 1. Construction activities are limited to the hours of 9:00 am to 5:00 pm. Contractors shall not be perform construction activities in the Development on weekends or holidays. This provision does not prevent Owners from doing their own work on their Unit on weekends and holidays so long as it does not disturb the quiet enjoyment of other Residents.
 - 2. Under no circumstances may any construction project last longer than nine (9) months.
 - 3. Vehicles related to the construction or construction personnel may only park in spots assigned to the Unit or on the street, unless the constructing Owner receives prior approval from Owners/Residents for use of their parking spaces.
- 6.9 **Notice of Completion.** For any project that requires approval and for which approval was given, the Owner must deliver a written Notice of Completion to the Association when the project is finished.
- 6.10 **Mechanic's Lien.** Each Owner must indemnify, defend and hold harmless the Association, and its officers, directors, employees, committee members, and agents, from and against any damage, loss, attorney's fees, costs, claims or injuries caused in whole or in part a mechanic's lien recorded against any part of the Development or another Owner's Unit. In the event a mechanic's lien is filed which affects in any way the Common Area or another Owner's Unit or Exclusive Use Common Area, the Owner shall promptly take all steps necessary to remove the mechanic's lien.

ARTICLE VII

Assessments

The Lien & Personal Obligation of Assessments. By accepting a deed, each Owner of every Unit, whether or not expressed in the deed, is deemed to covenant and agree to pay the Association's Regular Assessments, Special Assessments and Individual Assessments. All Assessments, including late payment penalties, interest, costs, and reasonable attorney's fees for the collection thereof, are a charge and a continuing lien on the Unit. Each Assessment, together with late payment penalties, interest, costs and reasonable attorney's fees, is also the personal obligation of the Owner of the Unit when the Assessment accrues. The personal obligation for delinquent Assessments may not pass to any new Owner unless expressly assumed by the new Owner or unless the new Owner has actual or constructive knowledge of such delinquent Assessments.

- 7.2 **Purpose.** The Assessments shall be used exclusively to promote the Owners' and Residents' welfare, economic interest, recreation, health and safety and to operate, improve and maintain the Development.
- 7.3 **Budget.** The Association must prepare a pro forma operating budget each year, which must include all the items specified in California Civil Code Section 1365(a). The Association must distribute a copy of the budget to each Owner at least 30 days, but not more than 90 days, before the beginning of the fiscal year.
- 7.4 **Regular Assessments.** The Board shall determine and fix the amount of the Annual Assessment against each Unit based on the anticipated operating expenses reflected in the Budget described in Section 7.3 above. Each Owner must pay the Annual Assessment to the Association on a monthly basis. Each payment is due on the first day of the calendar month.
 - 1. **Increase in Assessments.** The Board may increase Regular Assessments up to 20% greater than the previous fiscal year without the Owners' approval. However, if the Association fails to provide the Budget as described in Section 7.3, the Board may not increase Regular Assessments by any amount without the Owners' approval. The Owners must approve increases of more than 20% except in emergency situations. If approved, all Owners must be notified of the increase in regular assessments by first-class mail at least 30 days before the increase takes effect.
- 7.5 **Special Assessments to All Owners.** In addition to the Regular Assessments, the Board may levy Special Assessments needed to pay for capital improvements or unanticipated expenses during any fiscal year. The Board may levy a Special Assessment of not more than five percent (5%) of the gross expenses for the current fiscal year without the Owners' approval. However, if the Association fails to provide the Budget as described in Section 7.3, the Board may not levy a Special Assessment of any amount without the Owners' approval. The Owners must approve Special Assessments during one year that total more than five percent (5%) of the budgeted expenses for that year, except in emergency situations.
 - 1. **Notice.** The Association must give written notice of the Special Assessment to each Owner at least 30 days prior to when the first payment is due. The Special Assessment must be payable by the Owners when and as directed in the written notice.
- 7.6 **Emergency Situations.** This Section does not limit Assessment increases in emergency situations. For purposes of this Section, an emergency situation includes any of the following:
 - 1. **Order of Court.** An extraordinary expense which is the result of a court order;
 - 2. **Threat to Personal Safety.** An extraordinary expense necessary to repair or maintain any part of the Development for which the Association is responsible where a threat of personal safety on the property is discovered; or

- 3. **Unforeseen Expenses.** An extraordinary expense necessary to repair or maintain any part of the Development for which the Association is responsible that could not have been reasonably foreseen by the Board when it prepared and distributed the Budget.
- 7.7 **Special Assessment to Individual Owner.** The Board may levy a Special Assessment against any individual Owner for the following reasons:
 - 1. **Owner Damage.** Reimbursement for expenses incurred by the Association for damage caused by the Owner or his or her Residents and Guests to the Common Area.
 - 2. **Unit Repairs.** Reimbursement of expenses incurred by the Association for repairs made to the Owner's Unit or Exclusive Use Common Area.
 - 3. **Noncompliance.** As a fine for noncompliance as provided in Section 12.7 or for reimbursement of legal fees and other expenses incurred in bringing an Owner into compliance with the Governing Documents, whether or not a lawsuit is filed.
 - 4. **Notice.** The Association must give written notice of the Special Assessment to the Owner, who shall have thirty days to pay the Special Assessment.
- 7.8 **Deposit of Assessments.** The Association must promptly deposit all Assessments into a FDIC insured checking or savings account in a financial institution selected by the Board, which must clearly be designated in the Association's name as the "Common Funds" or "Operating Account" of the Association.
 - 1. **Exclusive Control.** The Board shall have exclusive control of the account and must keep accurate records. All checks shall be signed by Association Services.
 - 2. **Commingling.** The Association must maintain separate accounts for its Operating Funds and its Reserve Funds, which must not be commingled at any time.
 - 3. **Interest.** The Owners do not have a right to receive interest on any funds deposited.
- 7.9 **Delinquencies.** Regular Assessments are delinquent if they are not received by the 15th day of the calendar month.
 - 1. Late Charge. A late charge of not less than \$10 or 10% of the delinquent Assessment, whichever is greater shall be applied to any delinquent monthly assessments.
 - 2. **Interest.** Any assessment not paid by the 30th day after it is due shall accrue interest at a rate of 10% per annum. Interest shall also accrue on late charges and costs of collection.

- 7.10 **Transfer of Unit.** Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale of any Unit pursuant to foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, except for Assessment liens recorded prior to the Mortgage. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.
- 7.11 **No Offsets.** No offsets are permitted against any Assessments levied pursuant to this Declaration, for any reason, including without limitation, 1) a claim that the Association is not properly exercising its duties and powers, 2) any construction or maintenance for which the Association is responsible and has not been performed or 3) any construction or maintenance for which the Association is responsible and has not performed to a Member's satisfaction.
- 7.12 **Assignment of Rent.** Any delinquent Owner who is receiving rent for his or her Unit shall be deemed to have assigned to the Association all of the rents and other income which may become due from the lease or rental to pay the past due Assessments including the late charges and interest. Upon notice from the Association to the tenant with a copy to the Owner, the tenant shall pay the Association, rather than the Owner, all rent and other income until such time as the delinquent sums are paid in full.
- 7.13 **Fees & Expenses.** All attorney's fees, costs, late charges, interest, penalties, fines, charges and expenses, including a fee to monitor a Notice of Default/Foreclosure action by a lender, that is billed to the Association for any of the above activities shall be added to the Owner's account and shall become the Owner's liability.
- 7.14 **Assessment Lien.** If any Annual or Special Assessment is delinquent, the Association may record an Assessment Lien against the delinquent Owner's Condominium. Notwithstanding any provision of this Declaration, the Assessment lien shall be subordinate to the lien of any first mortgage or first deed of trust.
 - 1. **Notice.** Pursuant to California Civil Code Section 1367.1, at least 30 days prior to recording a lien against an Owner's separate interest, the Association must notify the Owner in writing by certified mail to pay the account in full or a lien will be recorded against the Owner's property.
 - 2. **Dispute Resolution.** In the Notice mentioned above, the Association shall offer the Owner the opportunity to participate in Alternate Dispute Resolution. An Owner may also submit a written request to meet with the Board to discuss a Payment Plan. In the event of a default of the Payment Plan by the Owner, the Association has the right to resume collection of the delinquent assessments from the time prior to entering into the Payment Plan.
 - 3. **Recording Lien.** The Board shall make the decision to record a lien for delinquent assessments. The Board must approve the decision by a majority vote of the directors in an open meeting and must record the vote in the minutes of the meeting. The Association shall maintain the Owner's confidentiality by identifying the matter in the minutes by the parcel number of the property. Any Notice of Delinquent

Assessment must state the amount of the Assessment and other sums imposed on the Owner, a legal description of the Owner's Condominium and the name of the record Owner of the Condominium. In addition to the Notice of Delinquent Assessment, the Association must also record an itemized statement of charges the Owner owes.

- 4. **After Lien is Recorded.** A copy of the recorded Notice of Delinquent Assessment must be mailed by certified mail to every person whose name is shown as an Owner of the Unit in the Association's records and the Notice must be mailed no later than 10 calendar days after recordation.
- 5. **Release of Liens.** The Association must record a lien release and provide the Owner a copy of the release within 21 days of full payment of the sums specified in the Notice of Delinquent Assessments.
- 7.15 Collecting Delinquent Assessments Less than \$1,800 or One Year. An association that seeks to collect delinquent Regular or Special Assessments of an amount less than \$1,800, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest shall not collect the debt through judicial or non-judicial foreclosure. Associations may collect that debt by:
 - 1. Civil Action in Small Claims Court. If the Association chooses to proceed by an action in small claims court, and prevails, it may enforce the judgment as permitted under the California Code of Civil Procedure. The amount that may be recovered is the sum of the amount owed as of the date of filing the complaint in the small claims proceeding plus an amount equal to the amount owed for the period from the date the complaint is filed until satisfaction of the judgment, which total amount may include accruing unpaid assessments and any reasonable late charges, fees and costs of collection, attorney's fees and interest, up to the jurisdictional limits of the small claims court.
 - 2. **Recording Lien.** The Association may choose to proceed by recording a lien on the Owner's Condominium as provided in Section 7.14 upon which the Association may not foreclose until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds \$1,800.
- 7.16 Collecting Delinquent Assessments Greater than \$1,800 or One Year. If the Association seeks to collect delinquent Assessments of an amount \$1,800 or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, it may use judicial or non-judicial foreclosure.
 - 1. **Board's Decision.** The Board shall make the decision to initiate foreclosure of a lien. The Board must approve the decision by a majority vote of the Directors in an exclusive meeting and must record the vote in the minutes of the following Board meeting open to all Members. The Board shall maintain the confidentiality of the Owner by identifying the matter in the minutes by the parcel number of the property.

- 2. **Notice.** If the Board votes to foreclose upon the Unit, the Board must provide notice by personal service to an Owner of a Condominium who occupies the Unit or the Owner's legal representative,. The Board must provide written notice to the Owner of who does not occupy the Unit by first-class mail, postage prepaid, at the most current address shown on the Association's books. In the absence of written notification by the Owner to the Association, the address of the Owner's Unit shall be treated as the Owner's mailing address.
- 3. **Foreclosure.** Once the requirements of this Section are followed, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the Notice of Delinquent Assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934(a). Any foreclosure sale must be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924(b), 2924(c), 2924(f), 2924(g) and 2924(h) or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, acting on behalf of the Unit Owners, shall have the power to bid for the Condominium at the foreclosure sale, and to acquire and hold a lease, mortgage and convey the same.
- 7.17 **Secondary Address.** Owners have a right to submit a secondary address to the Association for purposes of collection notices. Such notice shall be in writing and in a manner that indicates the Association has received the request (i.e. certified mail, return receipt, etc.)
- 7.18 **Suspending Rights.** The Board may suspend the rights, including voting rights, of any Owner and person deriving rights from any Owner, the use and enjoyment of the Common Area, for any period of time the Owner is determined to be delinquent in any assessment. The Association may implement a suspension following notice to the Owner and an opportunity for a hearing as described in Section 12.9.

ARTICLE VIII Insurance

- 8.1 **Authority to Purchase.** The Association shall purchase and maintain all insurance specified in this Article or otherwise deemed prudent by the Board. The premiums shall be part of the Common Expenses.
- 8.2 **Fire & Casualty.** The Association must purchase and maintain a master or blanket policy of fire and casualty insurance on all Common Areas within the Development. The policy must include, at a minimum, coverage for fire, theft, vandalism and any other loss or peril, which the Board believes is necessary or appropriate to include. The policy shall specify that all insurance proceeds shall be payable to the Association as trustee to be held and expended as provided in this Declaration for the Owners' and their respective mortgages benefit.

- 8.3 **General Liability Insurance.** The Association must purchase and maintain one or more comprehensive public liability and property damage policies insuring the Association, its agents and the Owners and occupants of the Condominiums and their respective family Members, guests, invitees and agents against any liability incident to the ownership or use of the Common Area or any other real or personal property owned or maintained by the Association.
- 8.4 **Directors & Officers Liability.** The Association shall purchase and maintain directors' and officers' errors and omission insurance.
- 8.5 **Workers Compensation.** The Association shall purchase and maintain worker's compensation and employer's liability insurance as required by law.
- 8.6 **Fidelity Insurance.** The Association shall purchase and maintain fidelity coverage against dishonest acts on the part of the officers, directors, employees, volunteers and agents who handle or may handle the funds of the Association.
- 8.7 **Scope of Coverage.** The Board shall have the sole authority to determine the amount, terms and coverage of policies other than casualty shall be no less than that which is customary for similar policies on similar Developments in the area, except that the Board will make every effort to obtain the minimum coverage set forth in Civil Code Section 1365.9(b) for the protection of the individual Owners from being named in lawsuits in regard to actions arising out of injuries occurring in the Common Areas. With regard to casualty coverage, the coverage shall be a "bare-walls" policy, unless the Board, in its sole discretion, determines that it is in the Association's best interest for the policy to include some or all of the interior building fixtures such as carpet, wall coverings, cabinetry, etc. Unless included under the Association's policy, the Unit Owner shall be responsible for insuring such items as interior building fixtures and personal property within their own policy.
- 8.8 **Choice of Insurance Companies.** All policies of insurance purchased by the Association shall be obtained from insurance companies qualified to do and doing business in the State of California and holding a rating of "A" or better in Best's Insurance Reports.
- 8.9 **Insurance Trustee.** Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the Owners in any proceeding, negotiation, settlement or agreements.
- 8.10 **Waiver by Members.** The Association shall obtain and maintain all insurance for the benefit of the Association. In the event of damage or injury which is covered by an Association policy, the Owners may pursue collection from such policy and in the event of coverage, the Owners hereby waive and release all claims against the Association, the Board, Association employees and other Owners with respect to any loss covered by such insurance.
- 8.11 **Unit Owner Insurance Required.** Owners are required to insure their personal property against loss and obtain personal liability insurance covering the contents of their individual

Units. Additionally, any improvements above and beyond the original Unit construction made by or acquired by an Owner within his or her Unit shall be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as tenant's improvements. Any Owner failing to purchase said insurance waives any claim he or she may have against the Association for damage to the interior of his or her Unit, arising out of negligence, nuisance or breach of contract on the part of the Association, so long as the damage or loss would have been covered under a standard Condominium Homeowner Policy had it been in effect at the time of the loss.

ARTICLE IX Damage or Destruction

- 9.1 **Restoration of the Property.** If all or any portion of the Development, which is the Association's responsibility to repair or replace, is damaged or destroyed, the Association shall repair or reconstruct all of the Improvements within the Development so damaged or destroyed, excluding any interior Improvements within the Units not required to be maintained by the Association. The Association shall cause such Improvements to be repaired or reconstructed substantially in accordance with the original "as-built" plans and specifications, modified as may be required by applicable building codes and regulations in effect at the time, and subject to any alterations as may be approved by at least 75% of the total voting power of the Association. The Board shall prepare or obtain the documents necessary for commencing such reconstruction as promptly as practical.
- 9.2 **Insurance Shortfall.** The Board shall levy a Reconstruction Assessment to provide the additional funds necessary for reconstruction, if insurance proceeds are not sufficient to fund at least 85% of the estimated cost of restoration and repair, and the Board is unable to supplement the insurance proceeds by borrowing on behalf of the Association. The Board shall give written notice to each Owner stating the gross amount of such insurance shortfall and the amount allocated to each Unit as a Reconstruction Assessment. Each Owner shall pay such Owner's Reconstruction Assessment within 90 days after such notice is given. If repair costs increase or there is a reduction in the amount of insurance proceeds, then the Board shall levy an additional Reconstruction Assessment, which shall be payable within 90 days after notice of such additional Reconstruction Assessment is given. The Board may elect to allow Reconstruction Assessments to be paid in installments over such period of time as the Board deems appropriate.
- 9.3 **Sale of Development and Right to Partition.** No Owner shall have the right to partition the Owner's interest in his Condominium and there shall be no judicial partition of the Development, or any part thereof, except as provided in California Civil Code Section 1359(b). For purposes of subsection 4 of Section 1359(b), partition may occur only if all of the following conditions are satisfied: (a) within six (6) months after the date on which destruction occurred, the Reconstruction Assessment has not been approved by the members, as provided in Section 9.2 above, or (b) within 12 months after the date on which destruction occurred, restoration or repair has not actually commenced for any reason caused by the Association's acts or omissions. In such event, the Association shall prepare, execute and record, as promptly as practical, a certificate stating that a majority of the Board may properly exercise an irrevocable power of

attorney to sell the Development for the Owners' benefit and execute such other documents and instruments as may be necessary for the Association to consummate the sale of the Development at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale and the proceeds of any insurance carried by the Association shall be divided proportionately among the Owners. However, the balance then due on any valid Mortgage shall be paid first in order of priority before the distribution of any proceeds to an Owner whose Condominium is so encumbered. Nothing in this Declaration prevents partition of a co-tenancy in any Condominium. Except as provided above, each Owner and the successors of each Owner, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common ownership of the Development and further covenant they shall not institute, prosecute or reduce to judgment any action for such judicial partition.

9.4 **Unit Damage.** Owners must incur the expenses for restoration and repair of any damage to the interior of any Unit, including all fixtures and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, except for any casualty or damage covered by insurance maintained by the Association. Such interior repair and restoration must be completed as promptly as practical, in a lawful and workmanlike manner and as otherwise provided in this Declaration.

ARTICLE X

Eminent Domain/Condemnation

- 10.1 **Takings.** The term "taking" as used in this Article means inverse condemnation by exercising the power of eminent domain or by sale under threat of exercising the power of eminent domain. The Board shall represent the Owners in any proceedings, negotiations, settlements or agreements regarding takings. All takings proceeds shall be payable to the Association for the benefit of the Owners and their Mortgagees.
- 10.2 **Unit Awards.** In the event all or any portion of one or more Units are condemned, the award made for such taking shall be payable to the respective Owners of the Units subject to the rights of lenders and the duty to pay the Association for any delinquent Assessments.
- 10.3 **Revision of Documents.** In the event of any condemnation of a part of the Development, the Board shall, as soon as practicable, prepare, file and/or record a revised subdivision map, Condominium Plan and/or other documents, reports, schedules or exhibits necessary to show the changed or altered status of the Development.
- 10.4 **Status of Membership.** In the event a Unit is taken in condemnation, that Unit shall cease to be part of the Development, the Owner shall cease to be a Member of the Association, and the undivided interest in the Common Area appurtenant to that Unit shall automatically become vested in the Owners of the remaining Units in proportion to their respective undivided interests in the Common Area.

ARTICLE XI Rights of Mortgagees

- 11.1 **Rights of Mortgagees.** No amendment or violation of this Declaration defeats or renders the rights of the Mortgagee invalid under any Mortgage encumbering a Unit made in good faith and for value, provided that after the foreclosure of any such Mortgage, the foreclosed Unit will remain subject to this Declaration. Upon filing a written request with the Association identifying the Unit encumbered by the Mortgage, the Mortgagee shall be entitled to receive written notification from the Association of any condemnation or casualty loss that affects the encumbered Condominium or a material portion of the Development, any lapse, cancellation or material modification of any policy of insurance maintained by the Association, or any delinquency of 60 days or more in an owner performing of any obligation under the Governing Documents of the encumbered Condominium.
- 11.2 **Exemption from Right of First Refusal.** Any holder of a first Mortgage who comes into possession of the Unit pursuant to remedies provided in the Mortgage, foreclosure of the Mortgage or assignment, in lieu of foreclosure, shall be exempt from any future right of first refusal.
- 11.3 **Subordination of Assessment Lien to Mortgages.** Any holder of a first Mortgage who comes into possession of the Unit upon foreclosure of the Mortgage, shall take the property free of any claim for unpaid assessments or charges against the mortgaged Condominium which accrue prior to the time such holder comes into possession of the Condominium, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charged to all residential Units. The lien for assessments provided for herein shall be subordinate to the lien of any first Mortgage or deed of trust. However, the subordination applies only to the assessments, which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or trustee's sale. Such sale or transfer does not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.
- 11.4 **Prior Approval of First Mortgage Holders.** Unless at least 75% of holders of First Mortgage liens on individual Units have given their prior written approval, the Association must not:
 - 1. By act or omission, seek to abandon or terminate the Condominium regime;
 - 2. Change the pro rata interest or obligations of any Unit for purposes of 1) levying assessments or charges, 2) allocating distributions of hazard insurance proceeds or condemnation awards and 3) for determining the pro rata share of ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by Condominium Owners in the Development in individual pro rata interests ("Common Area");
 - 3. Partition or subdivide any Condominium;

- 4. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Development shall not be deemed a transfer within the meaning of this clause;
- 5. Fail to maintain Fire and Extended Coverage insurance on insurable Common Area as provided in Article VIII;
- 6. Use hazard insurance proceeds for losses to any Condominium Property other than for the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Area of the Development.
- 11.5 **Examination of Books & Records.** The holders of first Mortgages shall have the right to examine the Association's books and records.
- 11.6 **Taxes, Assessments & Charges.** All taxes, assessments and charges, which may become liens prior to the first Mortgage under the local law, shall relate only to the individual Units and not to the Development as a whole.
- 11.7 **Professional Management of Development.** Each beneficiary of a first Mortgage on a Unit which receives proper written notice of a proposed amendment or termination of this Declaration by certified or registered mail with a return receipt requested shall be deemed to have approved the amendment or termination if the beneficiary fails to submit a response to the notice within 30 days after the beneficiary receives the notice.
- 11.8 **Reserve Fund.** The Reserve Fund described in Article V of this Declaration must be funded by regular scheduled monthly, quarterly or semiannual payments rather than by large special assessments.
- 11.9 **Default Payments.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for Common Property. The Association shall immediately reimburse the First Mortgagees for such payments.
- 11.10 **No Priority Over Rights of First Mortgagees.** Upon distribution of insurance proceeds or condemnation awards to Owners for losses of Units and/or the Common Area, no provision herein shall give an Owner or any other party priority over any rights of first Mortgages of Condominiums pursuant to their Mortgages.
- 11.11 **Effect of Amendment.** No amendment to this Declaration shall affect the right of the Mortgagee of any First Mortgage described in this Article, which is made in good faith and for value.

ARTICLE XII

Enforcement of Governing Documents

- 12.1 **Adherence to Governing Documents.** The Association and all Owners are legally required to adhere to the Governing Documents. In the event of noncompliance, the following rights and procedures shall apply.
- 12.2 **Standing to Enforce.** The covenants, conditions and restrictions in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all owners of separate interests in the Development. Unless the Declaration states otherwise, any Owner or the Association, or both may enforce these servitudes in any proceeding at law or in equity.
- 12.3 **Discretion to Take Action.** The Board has the sole discretion to impose sanctions or commence litigation. However the Association is not obligated to impose sanctions or file a lawsuit for every violation of the Governing Documents.
- 12.4 "Violation." A violation of the Governing Documents means a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures.
- 12.5 **Suspension of Rights & Privileges.** The Board is authorized to suspend membership rights and privileges against any Owner or Owner's Residents or Guests, who violate the Governing Documents. The following rights may be suspended if the Governing Documents are violated:
 - 1. Suspension of non-essential services provided by the Association;
 - 2. Suspension of rights to use the Common Areas, except for ingress and egress; and
 - 3. Suspension of voting rights.
- 12.6 **Limitations of Disciplinary Rights.** The Association has no power to forfeit or abridge an Owner's right to the full use and enjoyment of his or her Condominium due to the Owner's or his or her Residents' and Guests' violation of any provision of the Governing Documents or of any duly enacted Association rule, except where the loss or forfeiture is the result of the judgment of a court of competent jurisdiction, a decision arising out of arbitration or a foreclosure or sale under a power of sale for Owner's failure to pay Assessments levied by the Association.
- 12.7 **Fines.** The Board is authorized to assess fines against any Owner who violates the Governing Documents, through his or her acts or omissions or the acts or omissions of his Guests and/or Residents. Fines shall be in addition to any applicable cost of repair, or other reimbursement of any costs incurred by the Association. In the case of ongoing violations, the fine may be imposed on a daily basis. No fine shall exceed \$500 per incident, or \$500 per day in

the case of continuing violations. The Board shall adopt and implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate. Once imposed, a fine or penalty may be collected as a Special Individual Assessment.

- 12.8 **Fines Do Not Constitute Assessment.** Monetary penalties or fines imposed by the Association for violating the Governing Documents shall not be characterized nor treated as an Assessment, which may become a lien against the Member's Condominium enforceable by a sale of the Unit in non-judicial foreclosure. This limitation shall not apply to charges imposed against an Owner consisting of reasonable late payment penalties to reimburse the Association for the loss of interest and for costs reasonably incurred in the Association's effort to collect delinquent Assessments.
- 12.9 **Violations Identified by the Association.** If the Board determines that the Governing Documents were violated, other than any Assessment's nonpayment, then the Board must abide by the following procedure:
 - 1. **Written Notice.** The Board must provide written notice to the responsible Owner specifying the nature of the problem and whether the matter might result in the levy of a personal reimbursement assessment or the imposition of some other fine or penalty. The notice must state a time, date and place at which the Owner will have an opportunity to be heard by the Board and must be given to the Owner at least 10 days before the hearing date.
 - 2. **Hearing.** The Owner who committed the alleged violation and any other interested party shall have the opportunity to speak at the Hearing. The Owner has a right to be heard orally and/or in writing. An attorney or other representative may accompany the Owner, but the Board does not have a duty to meet with such representative unless the Owner is also present. If the Owner fails to attend the hearing for any reason, the Board may conduct the hearing anyway and decide the matter based on the information and documentation made available.
 - 3. **Decision of Board.** At the conclusion of the meeting, the Board must determine whether the violation occurred and whether to take action as permitted by the Governing Documents. The Board's decision shall be final.
 - 4. **Board's Decision.** The Board must send the Owner written notification of its decision and the grounds for its decision within 15 days of the hearing.
- 12.10 **Violations Identified by an Owner.** If an Owner alleges that another person is violating the Governing Documents, the complaining Owner must submit the matter to the Board for a Notice and Hearing before the complaining Owner may resort to alternative dispute resolution as required by California Civil Code Section 1369.510, et seq., or litigation.
- 12.11 **Remedies.** Failure to comply with any of the terms of the Governing Documents by any Person is grounds for relief, which may include an action to recover damages, injunctive relief,

foreclosure of any lien, or any combination thereof. The Board must first follow the procedures established in California Civil Code Sections 1363.810, et seq., and 1369.510, et seq. and in Sections 12.9 and 12.10 if they apply. The Association may use any legal remedy necessary to enforce this Declaration, the Bylaws, or the Rules & Regulations. The Association is entitled to collect from a noncomplying Owner all legal costs, legal fees, and corrective costs incurred in bringing the Owner or property into compliance with this Declaration, the bylaws, and Rules and Regulations.

12.12 **No Waiver.** Failure by the Association or by any Owner to enforce any provision of the Governing Documents does not waive the right to enforce that provision, or any other provision of the Governing Documents in the future for the same or different violation.

ARTICLE XIII Dispute Resolution

- 13.1 **Resolving Disputes.** This Article sets forth the methods available to the Board and Members for resolving disputes within the Association. Sections 13.2 and 13.3 are not mandatory and may be utilized in accordance with the rules and policies of the Association. Sections 13.4 and 13.5 are mandatory in the event that an Owner or the Association anticipates proceeding to litigation.
- 13.2 **Informal Notice of Violation.** The Board may send an informal written notice of violation to notify the Owner of the violation and request their voluntary cooperation in correcting it.
- 13.3 **Disciplinary Proceedings.** The Board may take the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of the Governing Documents: 1) impose monetary fines, including late charges and interests; 2) suspend voting rights in the Association until the violation has been cured; and 3) suspend use privileges for the Common Area until the violation has been cured. The Board shall have the sole discretion to impose the forgoing sanctions.
- 13.4 **Internal Dispute Resolution Procedure.** The Association or Member may invoke the following procedure to resolve a dispute:
 - 1. **Meet and Confer.** The party may send a written request to the other party to meet and confer in an effort to resolve the dispute. A member of the Association may refuse a request to meet and confer, but the Association shall not refuse such a request.
 - 2. **Association's Representative.** The Association's Board shall designate at least one (1) member of the Board to meet and confer.

- 3. **Timeliness of Meeting.** The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute.
- 4. **Agreement in Writing.** The parties should memorialize any resolution of the dispute in writing and sign the agreement.
- 5. **Agreement Judicially Enforceable.** The parties shall be bound by an agreement reached under this Article and such agreement is judicially enforceable if it meets the requirements set forth in California Civil Code Section 1363.840(c).
- 13.5 **Alternative Dispute Resolution Procedure.** After compliance with the dispute resolution process in Section 13.4 and prior to the commencement of a civil action to enforce the Governing Documents, the party initiating the case shall comply with California Civil Code Section 1369.530 by serving a Request for Resolution on the other party.
- 13.6 **Litigation.** The Association or any Member shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, Bylaws and rules and regulations, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations, the right to recover damages or other dues for such violation. In any action to enforce the Governing Documents, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.

ARTICLE XIV General Provisions

- 14.1 **Term.** This Declaration shall run with and bind the Development and inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs and successors and assigns for a period of 30 years from the date this Declaration is recorded. Thereafter, the Declaration will be automatically extended for a successive period of 10 years until the Members terminate it by vote or written consent of 67% of the Owners. The vote to terminate the Declaration shall be effective only if the vote occurs within the 12-month period prior to expiration of the term or any extension thereof.
- 14.2 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the use, operation and maintenance of the Development.
- 14.3 **Amendments.** This Declaration may be amended by the affirmative assent or vote of a majority of the voting power of the Association. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be

certified in a writing executed and acknowledged by two authorized officers of the Association and recorded in the County Recorder's Office of the County of San Diego.

- 14.4 **Number & Gender.** Whenever the context of this Declaration requires, the singular includes the plural, the plural includes the singular, the masculine gender includes the feminine and the feminine gender includes the masculine.
- 14.5 **Severability.** If any term or other provision of this Declaration is held in whole or in part to be unenforceable for any reason, all other conditions and provisions of this Declaration shall nevertheless remain in full force and effect.
- 14.6 **Reference to Owners.** Although restrictions in this Declaration may from time to time refer only to the Owners, each such restriction shall also be binding on all Residents, Guests and all other persons entering the Development.
- 14.7 **Conflicting Provisions.** In the case of any conflict between the Governing Documents, the order of priority shall be as follows: 1) Articles of Incorporation, 2) this Declaration, 3) Bylaws, 4) Rules and Regulations.
- 14.8 **No Public Rights in the Development.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Development to the general public or for any public use or purpose whatsoever.
- 14.9 **Joint & Several Liability.** In the case of joint ownership of a Unit, the liability of each of the Owners thereof in connection with the liability and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.
- 14.10 **Reference to Statutes.** If the California Legislature rearranges or renumbers relevant provisions of the Civil Code, Corporations Code or any other statutes contained herein after the adoption of this Declaration, such that any specific code number referenced herein is changed, the Board, without a vote of the Owners may amend this Declaration to reflect the change.
- 14.11 **Captions.** All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of any of the substantive terms or provisions of this Declaration.
- 14.12 **Exhibits.** All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

IN WITNESS WHEREOF, SHASTA PALMS HOMEOWNERS ASSOCIATION, by and through its Board of Directors, hereby certifies this First Amended and Restated Declaration of

Covenants Conditions and Restrictions was duly approved by the required number of Members as stated herein.

SHASTA PALMS HOMEOWNERS ASSOCIATION

rint President's Name	President's Signature
rint Secretary's Name	Secretary's Signature