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**2007 AMENDED AND RESTATED**

**DECLARATION OF RESTRICTIONS**

**FOR**

**OAKS NORTH MANAGEMENT CORPORATION NO. TWO**

***A Residential Senior Housing Condominium Property***

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

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**2007 AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

**FOR**

**OAKS NORTH MANAGEMENT CORPORATION NO. TWO**

THIS 2007 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made on the day and year hereinafter written, by Oaks North Management Corporation No. Two, a California nonprofit mutual benefit corporation ("Corporation"), with reference to the following Recitals.

**RECITALS**

A. The Corporation is a corporation whose Members are the Owners of all the Condominium Units within that certain real property in the City of San Diego, County of San Diego, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof ("*Condominium Property*").

B. The Condominium Property was developed as a Condominium Project, as defined in section 1351(f) of the California Civil Code, and consists of two hundred and thirty-four Condominium Units and related Common Areas.

The Condominium Property is part of a master planned community known as the Oaks North Community Center. Please refer to Articles 1 through 5 herein for more information regarding the Oaks North Community Center Association, Inc. ("*Association*").

C. Ownership of the Units is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in:

1. The Declaration of Restrictions (Lots 95 and 96 of Unit No. 3 of Map No. 7739) recorded September 28, 1973 as File/Page No. 73-274396;
2. The Declaration of Restrictions (Parcel 1 of Parcel Map No. 4281, Lot 97 of Unit No. 3) recorded August 3, 1976 as File/Page No. 76-247564;
3. The Declaration of Restrictions (Parcel 2 of Parcel Map No. 4281, Lot 97 of Unit No. 3) recorded August 6, 1976 as File/Page No. 76-253263;
4. The Declaration of Restrictions (Parcel 1 of Parcel Map No. 4433, Lot 98 of Unit No. 3) recorded January 12, 1977 as File/Page No. 77-012747;



5. The Declaration of Restrictions (Parcel 2 of Parcel Map No. 4433, Lot 98 of Unit No. 3) recorded January 12, 1977 as File/Page No. 77-012743 and re-recorded July 13, 1977 as File/Page No. 77-279765;
6. The Declaration of Restrictions (Parcel 3 of Parcel Map No. 4433, Lot 101 of Unit No. 3) recorded January 12, 1977 as File/Page No. 77-012741;
7. The Declaration of Restrictions (Parcel 4 of Parcel Map No. 4433, Lot 101 of Unit No. 3) recorded January 12, 1977 as File/Page No. 77-012745;
8. The Amendment to Declaration of Restrictions recorded August 15, 1989 as File/Page No. 89-435358; and
9. The Amendment to Declaration of Restrictions recorded June 25, 1990 as File/Page No. 90-342048;

All of the above documents are recorded in the Official Records of the County Recorder of San Diego County, and are hereinafter referred to together as "*Declarations*," unless the context clearly indicates otherwise.

D. The Corporation now desires to amend, restate and consolidate the Declarations and replace them in their entirety with this Restated Declaration. The Corporation further desires that, upon recordation of this Restated Declaration, the Condominium Property shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges contained herein, and that this Restated Declaration take the place of and relate back in time to the recording of the original Declarations.

E. The Declarations, in Article XV, Section 3, provide that the Declarations, except Articles I through V and Article XIV, Section 2 may be amended by the affirmative vote or written consent of more than fifty percent of the total voting power of the Corporation. The undersigned President and Secretary of the Corporation certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required percentage of Corporation Members has been obtained.

F. Articles I through V and Article XIV, Section 2 of the Declarations are incorporated herein without any substantive changes.

NOW, THEREFORE, the Corporation hereby declares that all of the Condominium Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Restated Declaration, and as may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Condominium Property. All provisions of this Restated Declaration shall constitute covenants running with the land and

enforceable equitable servitudes upon the Condominium Property, and shall be binding on and for the benefit of all of the Condominium Property and all parties having or acquiring any right, title, or interest in all or any part of the Condominium Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Condominium.

## DECLARATION

### ARTICLE 1 - DEFINITIONS (FORMERLY ARTICLE I OF THE DECLARATIONS)

1.1 **"Association"** shall mean and refer to Oaks North Community Center, Inc., a California corporation not for profit, its successors and assigns.

1.2 **"Corporation"** shall mean and refer to Oaks North Management Corporation No. Two, a California corporation not for profit.

1.3 **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Condominium which is part of the Condominium Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

1.4 **"Declarant"** shall mean and refer to AVCO COMMUNITY DEVELOPERS, INC., a California corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.5 **"Real Property"** shall mean and refer to that certain real property located in the City of San Diego, County of San Diego, State of California, more particularly described on Exhibit "B" attached hereto and made a part hereof.

1.6 **"Condominium Property"** shall mean and refer to that certain real property legally described on Exhibit "A" attached hereto and made a part hereof.

1.7 **"Condominium Plan"** shall mean and refer to the Condominium Plan recorded with the Office of the San Diego County Recorder pursuant to Civil Code section 1351 covering the Condominium Property, including such amendments thereto as may from time to time be recorded.

1.8 **"Recreation Area"** shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Recreation Area to be owned by the Association at the time of the conveyance of the first Condominium includes the following:

Lot 5 of Oaks North Unit No. 1 according to Map thereof No. 7186 filed in the Office of the County Recorder of San Diego County, California, on January 25, 1972, and

Lot 10 of Oaks North Unit No. 2 according to Map thereof No. 7186 filed in the Office of the County Recorder of San Diego County, California, on February 4, 1972, and

Lots 99 and 100 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, California, on September 11, 1973.

1.9 **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Real Property with the exception that in the event a Condominium Plan has been or is recorded over any such Lot or portion thereof pursuant to California Civil Code section 1351, then in such event "Lot" shall mean and refer to each Living Unit area described on said Condominium Plan.

1.10 **"Condominium"** shall mean and refer to a fee simple estate in the Condominium Property as defined in California Civil Code section 783 and shall consist of a fee interest in a Living Unit and an undivided fractional interest as tenant in common in the Common Area.

1.11 **"Living Unit" or "Unit"** shall mean and refer to those portions of the Condominium Property shown and described as such on the Condominium Plan; provided, however, that the following are not part of the Living Unit: bearing walls, columns, floors, roofs, foundations, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Living Unit.

1.12 **"Common Area"** shall mean and refer to all portions of the Condominium Property not located within a Living Unit.

1.13 **"Exclusive Use Area"** shall mean and refer to those portions of the Common Area designated as such on the Condominium Plan and shall consist of Garages and Patios.

1.14 **"Board"** shall mean and refer to the Board of Directors of the Corporation.

1.15 **"Mortgage"** shall mean and refer to a deed of trust encumbering a Condominium as well as a mortgage.

1.16 **"Mortgagee"** shall mean and refer to the holder of a deed of trust encumbering a Condominium as well as a mortgagee.

**ARTICLE 2 - PROPERTY RIGHTS IN RECREATION AREA  
(FORMERLY ARTICLE II OF THE DECLARATIONS)**

2.1 ***Owner's Easements of Enjoyment.*** Every Owner of a Condominium shall have a right and easement of enjoyment in and to the Recreation Area which shall be appurtenant to and shall pass with the title to every such Condominium, subject to the following provisions:

- 2.1.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Recreation Area.
- 2.1.2 The right of the Association to suspend the voting rights and right to use of the recreational facilities in the Recreation Area by an Owner for any period during which any assessment by the Association against his Condominium remains unpaid; and for a period not to exceed thirty days for any infraction of its published rules and regulations after hearing by the board of directors of the Association as provided in the Bylaws of the Association.
- 2.1.3 The right of the Association to dedicate or transfer all or any part of the Recreation Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective, except upon the vote or written assent of two-thirds of the voting power of the Association.

2.2 ***Delegation of Use.*** Any Owner of a Condominium may delegate, in accordance with the Bylaws of the Association and the rules and regulations adopted from time to time by the Board of Directors of the Association, his right of enjoyment to the Recreation Area and facilities located thereon to the members of his family, his tenants or contract purchasers who reside in his Condominium.

**ARTICLE 3 - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION  
(FORMERLY ARTICLE III OF THE DECLARATIONS)**

3.1 ***Membership in Association.*** Every Owner of a Condominium shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium. Each Owner is obligated promptly, fully and faithfully to comply with and conform to the Articles of Incorporation and Bylaws of the Association and the rules and regulations adopted thereunder from time to time by the board of directors and officers of the Association.

3.2 **Classes of Membership.** The Association shall have two classes of voting membership:

REGULAR MEMBERS. Regular members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Condominium owned.

CHARTER MEMBER. The Charter Member shall be the Declarant and shall be entitled to one vote for each vote of a regular Member then outstanding until there are a total of 1500 Regular Membership votes outstanding, or until two years from the date of issuance by the California Department of Real Estate of the most recent Final Subdivision Public Report covering any portion of the Real Property, or five years from the date of sale of the first Lot by Declarant in the Real Property, whichever shall first occur, at which time the Charter Membership shall automatically terminate, and the Declarant shall thereafter be a Regular Member of the Association and shall thereafter be entitled to one vote for each Lot owned by the Declarant.

3.3 **Regular Members.** Additional Regular Members may be admitted to the Association as additional land within the Real Property is covered by subdivision map recorded with the Office of the County Recorder of San Diego County, California, and Lots therein are subjected to Declarations of Restrictions requiring the owners thereof to be Regular Members of the Association upon acquisition of title thereto. It is contemplated that when the Real Property is fully developed there will be approximately 2000 Regular Members of the Association.

3.4 **Non-Voting Members.** The Association may have non-voting membership upon such terms and conditions as may from time to time be set forth in the Bylaws of the Association and by resolution of the board of directors of the Association.

#### **ARTICLE 4 - COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION (FORMERLY ARTICLE IV OF THE DECLARATIONS)**

4.1 **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Condominium owned within the Condominium Property, hereby covenants, and each Owner of any Condominium by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association in accordance with the Bylaws of the Association: (i) regular fees and assessments, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in the Bylaws of the Association. The regular fees and assessments and any special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Condominium against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

4.2 **Uniform Rate of Assessment.** Both regular fees and assessments and special assessments must be fixed at a uniform rate for all Condominiums and may be collected on a monthly or other periodic basis.

4.3 **Date of Commencement of Regular Fees and Assessments: Due Dates.** The regular fees and assessments provided for herein shall commence as to all Condominiums on the first day of the month following the conveyance of the first Condominium in the Condominium Property to an Owner. The board of directors of the Association shall fix the amount and due dates of regular fees and the assessment against each Condominium as provided in the Bylaws of the Association. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Condominium have been paid.

4.4 **Effect of Nonpayment of Fees and Assessments: Remedies of the Association.** Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of six percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and, in addition thereto or in lieu thereof, foreclose the lien against the Condominium as set forth in the Bylaws of the Association. No Owner may waive or otherwise escape liability for the fees and assessments provided for herein by nonuse of the Recreational Area or abandonment of his Living Unit.

4.5 **Subordination of the Lien to Mortgages.** The lien of the fees and assessments provided for herein shall be subordinate to the lien of any Mortgage made in good faith and for value upon any Condominium. Sale or transfer of any Condominium shall not affect the fee and assessment lien. However, the sale or transfer of any Condominium pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Condominium from liability for any assessments thereafter becoming due or from the lien thereon.

4.6 **Exempt Property.** All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of California shall be exempt from the fees and assessments to the Association created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE 5 - ARCHITECTURAL CONTROL (FORMERLY ARTICLE V OF THE DECLARATIONS)**

5.1 **Architectural Committee.** There shall be an Architectural Committee consisting of three persons to be appointed by the board of directors of the Association. Each of said persons so appointed shall be subject to removal at the direction of the board

of directors of the Association at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of said board of directors. In the event of failure of the board of directors of the Association to appoint such Committee or to fill any vacancies therein, then in such event the Owners of a majority of the Condominiums shall have the right by written document to appoint the members of said Committee or to fill any vacancies therein. A majority of the Committee may designate a representative to act for it.

5.2 **Architectural Control.** No building or other structure or improvement (other than the original construction by Declarant) shall be erected, placed or altered upon any of the Condominium Property until the location and the complete plans and specifications, including the color scheme, of each building, fence and wall to be erected upon the Condominium Property have been approved in writing by the Architectural Committee, provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications or other request made of it within sixty days after the submission thereof to it, then such approval will not be required, provided that any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within the Real Property. The grade, level or drainage characteristics of the Condominium Property or any portion thereof shall not be altered without the prior written consent of the Architectural Committee.

## ARTICLE 6 - ADDITIONAL DEFINITIONS

These definitions shall be applicable to Articles 6 through 19 herein and shall be in addition to and supplement those definitions in Article 1 herein.

6.1 **"Architectural Rules"** means the Rules and Regulations regulating modifications and alterations to the Units and Common Area adopted pursuant to Section 13.5 herein.

6.2 **"Articles"** means the Articles of Incorporation of Oaks North Management Corporation No. Two, filed in the Office of the Secretary of State of the State of California on September 18, 1973 as File No. 689352, and any amendments thereto now existing or hereafter adopted.

6.3 **"Bylaws" or "Restated Bylaws"** means the Bylaws of the Corporation and any duly adopted amendments thereto, which are incorporated herein by reference.

6.4 **"Condominium"** means an estate in real property consisting of a separate interest in a Unit, the boundaries of which are shown and described on the Condominium Plan, a fractional undivided interest as a tenant-in-common in the Common Area of the Phase Lot where the Unit is located, nonexclusive easement over the Common Area of other Phase Lots, a membership in the Corporation, and the exclusive right to use any Exclusive Use Common Area appurtenant to the Unit as shown on the Condominium Plan, deed of conveyance or as described herein.

6.5 **"Condominium Plan"** means those certain condominium plans as follows:

- 6.5.1 The Amended Condominium Plan for Lots 95 and 96, recorded June 6, 1974 as File/Page No. 74-149975.
- 6.5.2 The Condominium Plan for Parcel 1 of Lot 97 recorded August 3, 1976 as File/Page No. 76-247563.
- 6.5.3 The Condominium Plan for Parcel 2 of Lot 97 recorded August 6, 1976 as File/Page No. 76-253262.
- 6.5.4 The Condominium Plan for Parcel 1 of Lot 98 recorded January 12, 1977 as File/Page No. 77-012746.
- 6.5.5 The Amended Condominium Plan for Parcel 2 of Lot 98 recorded January 25, 1978 as File/Page No. 78-032436.
- 6.5.6 The Condominium Plan for Parcel 3 of Lot 101 recorded January 5, 1978 as File/Page No. 78-004877.
- 6.5.7 The Condominium Plan for Parcel 4 of Lot 101 recorded January 12, 1977 as File/Page No. 77-012744.

All of the above documents are of Official Records of the County Recorder of San Diego County. Condominium Plan shall include any amendments to the above documents.

6.6 **"Director" or "Directors"** means one or more members of the Board of Directors of the Corporation.

6.7 **"Electronic Transmission"** means a communication delivered by facsimile, electronic mail or other means of electronic communication as more fully described in California Corporations Code sections 20 and 21.

6.8 **"Exclusive Use Area" or "Exclusive Use Common Area"** means those portions of the Common Area designated herein for the exclusive use of one or more, but fewer than all, of the Owners and which is appurtenant to a Unit or Units as shown on the Condominium Plan or deed of conveyance and pursuant to the provisions herein. "Exclusive Use Common Areas" and "Exclusive Use Areas" shall have the same meaning, and may consist of patios, storage areas and garages or carports as shown and described on the Condominium Plan, and any doorsteps, stoops, porches, exterior doors, door frames, and hardware incident thereto, screens and windows and other fixtures, and internal and external telephone and cable wiring designed to serve a Unit but located outside the boundaries of the Unit.



6.9 **"Governing Documents"** means this Restated Declaration and any other documents such as the Articles, Bylaws, Condominium Plan, Rules and Regulations, or Architectural Rules which govern the operation of the Corporation.

6.10 **"Member"** means every person or entity entitled to membership in the Corporation as provided in this Restated Declaration.

6.11 **"Officers"** means the Officers of the Corporation appointed by the Board of Directors pursuant to the Bylaws.

6.12 **"Owner"** means any natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Unit, as evidenced by a deed recorded in the San Diego County Recorder's Office, including the Corporation, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Condominium merely as security for performance of an obligation. For purposes of exercising membership rights, including the right to serve as a Director, and incurring membership obligations when an Owner is a corporation, firm, limited liability company or other entity, any director, officer, employee or agent designated in writing by the Owner may exercise the membership rights attributable to the Owner. When an Owner is a trust, the trustee may exercise the membership rights attributable to the trust unless otherwise designated in writing by the trustee.

6.13 **"Phase Lot"** means the various Parcels as shown and described in Exhibit "A" attached hereto and incorporated herein by reference.

6.14 **"Restated Declaration"** means this Amended and Restated Declaration of Restrictions and any amendments thereto.

6.15 **"Rules and Regulations"** means any Rules and Regulations, including the Architectural Rules, for the Corporation regulating the use of the Units, Exclusive Use Common Areas, Common Areas, the Condominium Property and any facilities located thereon adopted by the Board pursuant to Subsection 9.5.2 and Section 13.5 herein.

## ARTICLE 7 - THE CONDOMINIUM PROPERTY

7.1 **Condominium Property Subject to Restated Declaration.** The entire Condominium Property shall be subject to this Restated Declaration.

7.2 **Description of Land and Improvements; Ownership of Common Area.** The Condominium Property consists of various Phase Lots. The Common Area in each Phase Lot is owned by Owners of Units in the Phase Lot in equal undivided fractional interests. The Owners of Units in any Phase Lot shall have a nonexclusive easement over the Common Area of such Phase Lot, and over the Common Area of all other Phase Lots. Such nonexclusive easements shall be subordinate to any separate ownership interests and any exclusive easements in such other Phase Lot.

7.3 **Equitable Servitudes.** The covenants and restrictions set forth in this Restated Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Corporation or by both.

7.4 **Prohibition Against Partition.** There shall be no judicial partition of the Condominium Property or any part of it, nor shall the Corporation or any person acquiring an interest in the Condominium Property or any part of it seek any judicial partition, except upon showing that such partition is consistent with the requirements of section 1359 of the California Civil Code.

7.5 **Presumption Regarding Boundaries of Units.** In interpreting deeds, this Restated Declaration and the Condominium Plan, the existing physical boundaries of a Unit, including any Unit reconstructed in substantial accordance with the Condominium Plan and the original construction plans for the Condominium Property, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Condominium Plan, or this Restated Declaration. This presumption applies regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the Condominium Plan or described in the deed and those of the building as constructed or reconstructed. In the event a structure is partially or totally destroyed and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Condominiums or Common Area shall be permitted and that there shall be appropriate rights for the maintenance of said encroachments so long as they shall exist.

7.6 **Prohibition Against Severance of Elements.** Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Unit shall include all interests and appurtenances as shown in the original deed of conveyance. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's membership interest in the Corporation, as provided in Section 9.3 herein. Any transfer that attempts to sever those component interests shall be void.

## ARTICLE 8 - SENIOR CITIZEN HOUSING DEVELOPMENT

8.1 **Statement of Intent to Provide Housing for Seniors.** Oaks North Management Corporation No. Two is a senior citizens housing development, also referred to as "housing for older persons." To the fullest extent permitted by federal, state and local law, it is the intent of Oaks North No. Two to operate as housing for Senior Citizens (that is, persons 55 years of age or older), and to that end, occupancy of a Unit subject to this Restated Declaration shall be restricted to Senior Citizens, except as provided below.

8.2 **Definitions.** The following are definitions applicable to this Article only:

8.2.1 **"Laws"** shall mean the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. section 3601 *et seq.*), California's "Unruh Civil Rights Act" (California Civil Code section 51 *et seq.*), and California

Government Code section 12955.9, as the same may be amended from time to time. "Laws" shall also mean and include, without limitation, all statutes, ordinances and other forms of legislative enactments, administrative regulations, administrative rulings and guidelines, as each may be amended from time to time, and decisions and interpretations from or arising out of administrative enforcement proceedings and court decisions.

8.2.2 **"Permitted Health Care Resident"** shall mean a person hired to provide live-in, long-term, or terminal health care to a Senior Citizen, or a family member of the Senior Citizen providing that care. The care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.

8.2.3 **"Qualified Permanent Resident"** shall mean a person who satisfies both of the following requirements:

- (a) Resided with the Senior Citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Senior Citizen, and
- (b) Is (i) forty-five (45) years of age or older, or (ii) a spouse or cohabitant of the senior, or (iii) providing primary physical or economic support to the Senior Citizen. The Corporation may require proof of the Senior Citizen's need for physical or economic support and proof that the Qualified Permanent Resident is providing the support.

8.2.4 **"Qualified Permanent Resident by Virtue of Disability"** shall mean a disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or Qualified Permanent Resident, who needs to live with the Senior Citizen or Qualified Permanent Resident, because of the disabling condition, illness or injury. The Corporation may require proof of the disability and the reasons for the need to reside in the Unit with the Senior Citizen or Qualified Permanent Resident.

8.2.5 **"Senior Citizen"** means a person fifty-five (55) years of age or older.

### 8.3 **Residency Restrictions.**

8.3.1 **Permissible Occupants and Requirement that Eighty Percent (80%) of the Units Shall be Occupied by a Senior Citizen.** The persons commencing any occupancy of a Unit in Oaks North No.

Two shall include at least one Senior Citizen who intends to occupy the Unit as his or her primary residence on a permanent basis. All other persons occupying the Unit at any time shall be either Qualified Permanent Residents, Qualified Permanent Residents by Virtue of Disability, Permitted Health Care Residents, or persons who lawfully occupied the Unit as of January 1, 1985. These persons shall be collectively referred to as "Qualified Occupants." Notwithstanding the foregoing, no more than twenty percent (20%) of the occupied Units within Oaks North No. Two shall be occupied solely by persons who are not Senior Citizens.

8.3.2 **Age Verification.** All occupants of Oaks North No. Two must provide verification of age, in a form and at the time or times directed by the Corporation through its Board of Directors. Such age verification shall occur not less than once every two years. The Board of Directors is specifically empowered to enact rules and regulations to assure compliance with Laws regarding housing for older persons, including age verification. Furthermore, said rules and regulations may include pre-screening requirements for all occupants in Oaks North No. Two.

8.3.3 **Guests.** A person not otherwise qualified for residency may remain in the Unit as a guest of the Qualified Occupants, for a period not to exceed sixty (60) days in any calendar year. Any person who resides in the Unit for more than sixty (60) days in any calendar year shall be deemed a resident. Said person must submit an age verification in the form specified by the Corporation and must be qualified for residency (that is, must be a Qualified Occupant) in order to remain. For the purpose of calculating the sixty (60) day period described in this section, presence in the Unit for more than 12 hours of a day, or overnight, shall constitute a day's stay. Notwithstanding the foregoing, if a person determines to occupy the Unit on a permanent basis, that person shall become a resident, and not a Guest, regardless of the length of the stay, and must qualify for residency pursuant to Section 8.3.1 above.

8.3.4 **Termination of Residency of Disabled Qualified Permanent Resident by Virtue of Disability.** Any Owner of a Unit, or the Corporation through its Board of Directors, may take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident by Virtue of Disability, if the Owner or the Board of Directors finds, based on credible and objective evidence, that such person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation, provided, however, that the termination of residency can take place only after the following:

- (a) Notice to the disabled person and the disabled person's co-resident parent or grandparent of (i) the basis for the proposed termination of residency, and (ii) a hearing before the Board of Directors, wherein the disabled person and/or his/her co-resident parent or grandparent may be heard on the subject;
- (b) The notice of hearing shall provide for a hearing date no less than ten (10) days after the date of the notice;
- (c) The decision to terminate residency of the disabled person shall be made only after due consideration is given to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.
- (d) Nothing in this provision shall be construed as requiring the Board of Directors to take action to terminate a disabled person's residency.

8.3.5 ***Restrictions Pertaining to Permitted Health Care Residents.***

A Permitted Health Care Resident shall not be a Qualified Permanent Resident. However, a Permitted Health Care Resident shall be entitled to continue his or her occupancy, residency, or use of a Unit in the absence of the Senior Citizen, only if both of the following are applicable:

- (a) The Senior Citizen became absent from the Unit due to hospitalization or other necessary medical treatment and expects to return to his or her residency within 90 days from the date the absence began; and
- (b) The absent Senior Citizen or an authorized person acting for the Senior Citizen submits a written request to the Owner of the Unit, or the Board of Directors of the Corporation, stating that the Senior Citizen desires that the Permitted Health Care Resident be allowed to remain in order to be present when the Senior Citizen returns to reside in the Unit.

#### 8.4 ***Procedural Restrictions Pertaining to Age Restrictions.***

8.4.1 ***Enforcement.*** The Corporation and any one or more of its Owners or Members shall each be empowered to enforce compliance with all applicable Laws, as such may be amended or supplemented from time to time hereafter. Notwithstanding any provisions regarding enforcement of the restrictions in this Restated Declaration, and in addition thereto, the Corporation may use any proceeding at law or in equity to enforce the provisions of this Article.

8.4.2 ***Amendments by Board of Directors to Reflect Changes in Law Pertaining to Senior Housing.*** There have already been changes in the Laws affecting housing for older persons, and doubtless there will continue to be additional changes after the date this Restated Declaration is recorded. Therefore, to avoid the need for further costly and time-consuming amendments to this Restated Declaration, which may be needed due to subsequent changes in the Laws pertaining to housing for older persons, the Corporation's Board of Directors shall be empowered to promulgate Rules and Regulations to implement and to comply with any such Laws and to amend such Rules and Regulations from time to time to achieve compliance with any changes in the Laws pertaining to age restrictions. The age restrictions authorized by this Article shall be deemed to have been amended by any Rules and Regulations promulgated by the Board under the authority of this Section. Furthermore, by virtue of this provision, all Owners, residents and prospective purchasers shall be deemed to have constructive notice of any such Rules and Regulations promulgated by the Board.

If any Law, now or hereafter in force, should require or be interpreted to require that specific restrictions applicable to housing for older persons must be recorded as part of this Restated Declaration, then the Board shall be empowered to record an appropriate amendment to this Restated Declaration to insure that Oaks North No. Two continues to qualify as housing for older persons or senior citizens under all applicable Laws. The Board may record such an amendment without the need for any approval by the voting power of the Owners, notwithstanding the amendment provisions located elsewhere in this Restated Declaration, and specifically including the amendment provisions in Section 18.1. The powers given to the Board under this Section to enact and to amend rules and to amend this Restated Declaration shall be limited solely to the powers necessary to

preserve and enforce Oaks North No. Two's status as housing for older persons:

- 8.4.3 **Conflicts.** If there is any inconsistency or conflict between the provisions of this Article and any other provision of this Restated Declaration, the terms of this Article shall control.

## ARTICLE 9 - CORPORATION

9.1 **Organization of the Corporation.** The Corporation is incorporated as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The Corporation is created for the purpose of managing the Condominium Property and is charged with the duties and granted the powers prescribed by law and set forth in the Governing Documents.

9.2 **Board of Directors.** The affairs of the Corporation shall be managed and its duties and obligations performed by an elected Board of Directors, as provided in Article 3 of the Bylaws.

9.3 **Membership.** Every Owner, upon becoming an Owner, shall automatically become a Member of the Corporation. Ownership of a Condominium is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations as set forth in the Governing Documents. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Condominium. All memberships shall be appurtenant to the Condominium conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Condominium shall automatically transfer the appurtenant membership to the transferee.

9.4 **Membership Class; Voting Rights.** The Corporation shall have one class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents. On matters presented to the membership for a vote, each Unit shall be assigned one vote, subject to the provisions of the Bylaws.

9.5 **General Powers and Authority.** The Corporation shall have all the powers of a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in the Governing Documents. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it. Its powers shall include, but are not limited to:

- 9.5.1 The power to establish, fix, levy, collect, and enforce the payment of assessments against the Owners in accordance with the procedures set forth in Article 10 herein.

9.5.2 The power to adopt reasonable Rules and Regulations governing the use of the Units, the Common Area, any common facilities and Corporation owned property, and the conduct at Board and Members' meetings, in accordance with the following:

- (a) The Rules and Regulations may include, but are not limited to:
  - (i) Reasonable restrictions on use of the Common Area, Units and Exclusive Use Common Areas by the Owners and their families, guests, employees, tenants and invitees.
  - (ii) Reasonable restrictions on the conduct of Owners and their families, guests, employees, tenants and invitees as to activities on the Common Area, Units and Exclusive Use Common Areas.
  - (iii) In accordance with Section 3.14 of the Bylaws, the establishment of reasonable hearing procedures and a schedule of monetary penalties and fines which may be imposed for violations of any provisions of the Governing Documents.
  - (iv) The campaign, election and voting information required by Civil Code section 1363.03.
- (b) The Board must comply with Civil Code section 1357.130 when adopting any Rules and Regulations.
- (c) A copy of the current Rules and Regulations, if any, and all modifications, revisions and updates shall be given to each Owner.
- (d) If any provision of the Rules and Regulations conflicts with any provision of this Restated Declaration, the Articles, or the Bylaws, the Restated Declaration, Articles, or Bylaws shall control to the extent of the inconsistency.

9.5.3 The right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to:

- (a) Enforcement of the Governing Documents.



- (b) Damage to the Common Area.
- (c) Damage to any Units that the Corporation is obligated to maintain or repair.
- (d) Damage to the Units that arises out of, or is integrally related to, damage to the Common Area or Units that the Corporation is obligated to maintain or repair.
- (e) Enforcement of payment of assessments in accordance with the provisions of Section 10.13 herein.
- (f) Any other matter in which the Corporation is a party, including, but not limited to, contract disputes.

9.5.4 Subject to the limitations set forth in Section 3.14 of the Bylaws, the right to discipline a Member for violation of any of the provisions of the Governing Documents by (a) suspending the Member's membership rights, including the Member's voting rights, right to run as a candidate for election to the Board of Directors, and the rights and privileges to use the Common Area recreational facilities, (b) imposing monetary fines, and (c) recording a notice of noncompliance in the Office of the County Recorder of San Diego County encumbering the Unit of the Owner.

9.5.5 The right for its agents and employees to enter any Unit when necessary in connection with any maintenance, landscaping, or construction work for which the Corporation is or may be responsible or to reduce the likelihood of or prevent damage to the Common Areas or another Unit. This entry shall be made only upon reasonable notice to the Owner (except in the case of an emergency) and with as little inconvenience to the Owner as is practicable. Any entry by the Corporation to investigate a reported or suspected water intrusion shall be deemed an emergency.

9.5.6 The right for its agents and employees to enter any Unit when necessary in connection with any inspection, maintenance, or repair of the fire alarm and any fire sprinkler system. This entry shall be made only upon reasonable notice to the Owner (except in the case of an emergency) and with as little inconvenience to the Owner as is practicable.

9.5.7 The power to grant permits, licenses and easements over, under and through the Common Area for roads, utilities, cable television, sewer facilities and other purposes in accordance with Section 11.5.12 herein (a) to serve the Common Area or the

Condominiums, (b) where necessary or convenient to satisfy or achieve appropriate governmental purposes or requests, or (c) to provide additional income for the Corporation.

9.5.8 Notwithstanding any nonexclusive easement rights to the Common Area granted herein or by any deed or other conveyance, the right to allow one or more Owners to exclusively use portions of the Common Area, provided that such portions of the Common Area are nominal in area and adjacent to the Owner's Unit, and, provided further, that such use does not unreasonably interfere with any other Owner's use or enjoyment of the Condominium Property unless that Owner consents to the use.

9.5.9 The power to remove any vehicle within the Condominium Property parked in violation of this Restated Declaration or the Rules and Regulations in accordance with the provisions of California Vehicle Code section 22658 and any amendments thereto.

9.6 ***Duties of the Corporation.*** In addition to the duties of the Corporation, its agents and employees set forth elsewhere in the Governing Documents, the Corporation shall be responsible for the following:

9.6.1 The Corporation, acting through the Board, shall operate, maintain, repair, and replace those components assigned to the Corporation by Section 12.2 and Exhibit "C," or contract for the performance of that work, subject to the provisions of the Governing Documents.

9.6.2 The Corporation shall use the operating fund described in Article 10 herein to, among other things, acquire and pay for goods and services for the Condominium Property, including, but not limited to:

- (a) Water, sewer, refuse, electrical, telephone, gas, and other necessary utility service for the Common Area and, to the extent not separately metered and charged, for the Units.
- (b) The insurance policies described herein.
- (c) The services of any personnel that the Board determines are necessary or proper for the operation of the Common Area and the Corporation.
- (d) Legal and accounting services necessary or proper in the operation of the Common Area and the Corporation or the enforcement of the Governing Documents.

## ARTICLE 10 - ASSESSMENTS AND COLLECTION PROCEDURES OF CORPORATION

10.1 **Covenant to Pay.** Each Owner by acceptance of the deed to the Owner's Condominium is deemed to covenant and agree to pay to the Corporation all assessments described in this Article, and all other charges duly levied by the Corporation pursuant to the provisions of this Restated Declaration. An assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall also be a personal debt of each Owner of the Condominium at the time the assessment or other sums are levied. Co-owners of a Unit shall be jointly and severally liable for all charges levied by the Corporation on that Unit. No Owner may waive or otherwise escape liability for these assessments by non-use of the Common Area or abandonment of the Owner's Condominium.

10.2 **Purpose of Assessments.** Except as provided herein, the Corporation shall levy assessments sufficient to perform its obligations. The assessments levied by the Corporation shall be used exclusively to promote the recreation and welfare of the Owners, and for the operation, replacement, improvement, and maintenance of the Condominium Property, and to discharge any other obligations of the Corporation under this Restated Declaration. All assessment payments shall be put into general operating and reserve funds to be used for the foregoing purposes.

10.3 **Regular Assessments.** Concurrently with preparation of the financial documents and budget as required in Section 3.13 of the Bylaws, the Board shall estimate the net charges to be paid during that next fiscal year, including a reasonable provision for contingencies, replacements and reserves, with adjustments made for any expected income and surplus from the prior year's fund. The resulting amount shall constitute the regular assessments for the budgeted year. Regular assessments shall be divided equally among all Units and allocated among, assessed against and charged to each Owner according to the ratio of the number of Units owned by the assessed Owner to the total number of Units subject to assessment. Each Unit shall bear an equal share of the total assessment. Failure of the Board to estimate the net charges within the time period stated herein shall not void any assessment imposed by the Board. Regular assessments for fractions of any month shall be prorated. Each Owner is obligated to pay assessments to the Corporation in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment.

10.4 **Special Assessments.** If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements upon the Common Area, or any other reason, it shall make a special assessment for the additional amount needed, subject to any limitations imposed by law or the Governing Documents. Special assessments shall be levied and collected in the same manner as regular assessments. The Board may levy a special assessment in one lump sum or in installments over a period of time the Board determines appropriate.

10.5 **Limitations on Regular and Special Assessments.** Except in emergency situations, the Board may not, without the approval of Members constituting a majority of a quorum, impose a regular assessment per Unit that is more than twenty percent greater than the regular assessment for the preceding fiscal year, or levy special assessments that in the aggregate exceed five percent of the budgeted gross expenses of the Corporation for that fiscal year. For purposes of this Section only, a "quorum" means more than fifty percent of the Owners of the Corporation. These limitations shall not apply to assessment increases that are necessary for emergency situations. An emergency situation is an extraordinary expense that is:

- 10.5.1 Required by a court order.
- 10.5.2 Necessary to repair or maintain the Condominium Property or any part of it for which the Corporation is responsible when a threat to personal safety in the Condominium Property is discovered.
- 10.5.3 Necessary to repair or maintain the Condominium Property or any part of it for which the Corporation is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget. Before the Board may impose or collect an assessment in this emergency situation, it shall pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of assessment.

10.6 **Owner Notice of Regular and Special Assessments.** The Corporation shall provide notice by first-class mail to the Owners of any increase in the regular assessments or the imposition of a special assessment not less than thirty nor more than sixty days prior to the increase in the regular assessment or special assessment becoming due.

10.7 **Individual Assessments.** Subject to the limitations of the Governing Documents and in addition to regular and special assessments, the Board may levy individual assessments against Owners and Condominiums whenever the Corporation (a) performs any service or accomplishes any item of repair or maintenance which is the duty of any Owner to accomplish, but which has not been accomplished by such Owner, or (b) incurs any costs which by law or as required by the Governing Documents must be reimbursed by an Owner. Such individual assessment shall include the cost thereof, together with any financing costs and administrative costs incurred by the Corporation. Prior to levying an individual assessment, the Board shall provide the Owner with notice and an opportunity for a hearing in accordance with the Bylaws. The notice and opportunity for a hearing regarding the levy of an individual assessment may be combined with the notice and opportunity for a hearing regarding any underlying violation. Duly levied individual assessments shall be subject to the provisions in the Governing Documents

regarding costs, late charges and interest for delinquent payment, and may become a lien on the Condominium, in the same manner as regular and special assessments.

10.8 **Monetary Penalty Assessments.** The Board of Directors may levy, subject to the limitations of the Governing Documents, monetary penalties or fines against an Owner and his or her Condominium. In the event the Board of Directors imposes a monetary penalty or fine, that fine shall be subject to costs, late charges and interest as described in Section 10.9 for delinquent payment, and may become a lien on the Condominium, collectible by the Corporation through judicial foreclosure as allowed by Section 10.13 herein. In no event may the Corporation collect a monetary penalty or fine through nonjudicial foreclosure.

10.9 **Costs; Late Charges and Interest.** Late charges may be levied by the Corporation against an Owner for the delinquent payment of assessments, including monetary penalty assessments. An assessment, including any installment payment, is delinquent fifteen days after its due date. If an assessment is delinquent, the Corporation may recover all of the following from the Owner:

- 10.9.1 Reasonable costs incurred in collecting the delinquent assessment, including actual attorneys' fees.
- 10.9.2 A late charge not exceeding ten percent of the delinquent assessment or ten dollars, whichever is greater, or the maximum amount allowed by law.
- 10.9.3 Interest on the foregoing sums, at an annual percentage rate of twelve percent commencing thirty days after the assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The amounts delinquent, including the entire unpaid balance and any related costs described herein, may be collected by the Corporation as provided in Section 10.13 hereinbelow.

10.10 **Priority of Payments.** The Board, in its sole discretion, may enact policies, not in violation of applicable law, including Civil Code sections 1367 and 1367.1, regarding how payments received from Owners will be applied to any outstanding balances due the Corporation from that Owner.

10.11 **No Offsets.** All assessments shall be payable in the amounts specified by the Corporation, and no offsets against such amount shall be permitted for any reasons, including, without limitation, a claim that the Corporation is not properly exercising its duties of maintenance, operation or enforcement.

**10.12 Enforcement of Assessments and Late Charges.** A delinquent assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), and interest assessed in accordance with Section 10.9 herein, shall become a lien upon the Condominium when a Notice of Assessment Lien is duly recorded as provided in section 1367 or section 1367.1 of the California Civil Code or applicable statute. Unless otherwise provided by statute, the Notice of Assessment Lien shall describe the amount of the delinquent assessment or installment, the related charges authorized by this Restated Declaration, the legal description of the Unit, the name of the purported Owner, and, if the lien is to be enforced by power of sale under nonjudicial foreclosure proceedings, the name and address of the trustee authorized by the Corporation to enforce the lien by sale. The Notice may be signed by any Officer or Director of the Corporation, or any employee or agent of the Corporation authorized to do so by the Board. The Notice shall be mailed by certified mail to every person whose name is shown as an owner of the Unit in the Corporation's records, and the notice shall be mailed no later than 10 calendar days after recordation.

Unless otherwise allowed by statute, the Notice of Assessment Lien may not be recorded until after the Corporation has mailed, via certified mail, a written demand for payment to the delinquent Owner. The written demand shall comply with the requirements of Civil Code sections 1367 and 1367.1 or any other applicable statute.

If not paid in full within thirty days after recordation of the Notice of Assessment Lien, any lien described herein may be enforced in any manner permitted by law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice or by a trustee substituted pursuant to section 2924(a) of the California Civil Code, in accordance with the provisions of sections 2924, 2924(b), and 2924(c) of the California Civil Code.

If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or nonjudicial foreclosure, the Corporation shall (i) record a notice of satisfaction and release of lien, and (ii) upon receipt of a written request by the Owner, shall also record a notice of rescission of any recorded notice of default and demand for sale.

The Notice of Assessment Lien is not required to be amended by the Corporation or Trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien. The Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments.

Notwithstanding any other provision herein, a monetary penalty or fine may not become a lien on a Unit enforceable by the sale of the Unit through nonjudicial foreclosure. Any Notice of Assessment Lien recorded to enforce a monetary penalty or fine must specifically state that such lien may not be enforceable by sale of the Unit through nonjudicial foreclosure.

10.13 **Priority of Assessment Lien.** As set forth hereinbelow, the assessment lien referred to in Section 10.13 shall be superior to all other liens, except (i) all taxes, bonds and governmental assessments which, by law, would be superior thereto, and (ii) the lien or charge of any First Mortgage of record. Notwithstanding any other provision to the contrary, the following provisions shall govern the priority and obligation for payment of the assessment lien:

- 10.13.1 Only the judicial or nonjudicial foreclosure of the First Mortgage shall operate to transfer title free of the assessment lien or obligation for any assessment lien, and then only as to payments which became due prior to the date of sale, and excluding those assessment liens recorded prior to the recording of the First Mortgage.
- 10.13.2 Neither the transfer of a Condominium pursuant to a foreclosure of any Mortgage, nor an election by the Corporation to proceed against any new Owner for payment, shall serve to cancel the personal obligation of the prior Owner for payment of the delinquent assessments and charges which accrued during such Owner's period of ownership.
- 10.13.3 No sale or transfer of any Condominium shall relieve such Condominium or its new Owner from liability for any future assessments which accrue during such Owner's period of ownership.

10.14 **Statement of Delinquent Assessment.** The Corporation shall provide any Owner, upon written request, with a statement specifying the amounts of any delinquent assessments and related late charges, interest, and costs levied against the Owner's Condominium.

## ARTICLE 11 - USE RESTRICTIONS AND COVENANTS

11.1 **General.** The use and enjoyment of the Condominium Property by Owners and their tenants, guests, invitees or any other person deriving rights from such Owner, shall be subject to the covenants and restrictions contained in the Governing Documents. Each such person shall comply with the provisions hereof and be subject to any enforcement actions in the event of violations. Unless otherwise stated in the Governing Documents, the Corporation, through the Board of Directors, shall be responsible for the enforcement of these provisions.

11.2 **Corporation Easement in Common Area.** The Corporation shall have an easement in, to, and throughout the Common Area and the improvements thereon to perform its duties and exercise its powers.

11.3 **No Judicial Partition.** Except as provided in this Restated Declaration, there shall be no judicial partition of the Common Area, nor shall the Corporation or any person acquiring an interest in all or any part of the Condominium Property seek any judicial partition.

11.4 **Owners' Non-Exclusive Rights Over Common Area.** Subject to the provisions of this Restated Declaration, each Owner has non-exclusive rights of ingress, egress, and support through the Common Area. These rights shall be appurtenant to any deed of conveyance. However, these rights shall not interfere with, and shall be subordinate to, any exclusive right to use a portion of the Common Area.

11.5 **Owners' Rights to Use Common Area** The Owners' rights of use and enjoyment of the Common Area shall be subject to the restrictions set forth in the Governing Documents, and the right of the Corporation, subject to the limitations of any laws or the Governing Documents, to:

- 11.5.1 Adopt and enforce reasonable Rules and Regulations for the use of the Common Area and the Condominium Property.
- 11.5.2 Establish speed limits and other traffic regulations within the Condominium Property.
- 11.5.3 Establish fire lanes within the Common Area.
- 11.5.4 Assign or otherwise control the use of any unassigned parking spaces within the Common Area.
- 11.5.5 Remove any vehicle within the Condominium Property parked in violation of this Restated Declaration or the Rules and Regulations of the Board in accordance with the provisions of California Vehicle Code section 22658 and any amendments thereto.
- 11.5.6 Suspend the voting rights of any Owner for any period during which the Owner is delinquent in the payment of any assessment or as otherwise provided in the Governing Documents.
- 11.5.7 Cause the construction of additional improvements in the Common Area, or cause the alteration or removal of existing improvements on the Common Area.
- 11.5.8 Dedicate, grant, or join in the grant or conveyance of easements, licenses or rights-of-way in, on and over the Common Area as may be determined by the Board to be in the best interests of the Corporation; provided that no such easement, license or right-of-way may be granted if it would unreasonably interfere with any exclusive easement, or with any Owner's use, occupancy, or



enjoyment of the Owner's Unit without the approval of the affected Owner.

11.5.9 Reasonably restrict access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of the Condominium Property.

11.5.10 Approve any proposed alteration of or modification to the Common Area.

11.6 **Assignment of Right to Use Common Area.** Notwithstanding the easement rights or other rights contained herein, an Owner who has sold his or her Condominium to a contract purchaser or who has leased or rented the Condominium shall be deemed to have assigned his or her rights to use and enjoy the Common Area to the contract purchaser or tenant who resides in the Owner's Condominium, subject to reasonable regulation by the Board. If the Owner is deemed to have assigned such rights, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for so long as the assignment remains effective.

11.7 **Access for Wiring.** All internal and external telephone, cable television and internet access wiring designed to serve a single Unit, but located outside the boundaries of the Unit, is allocated exclusively to that Unit. The Owner of the Unit shall be entitled to reasonable access to the Common Area for the purpose of maintaining this wiring, subject to the consent of the Corporation and to any other conditions reasonably imposed by the Corporation. The Corporation's consent shall not be unreasonably withheld.

11.8 **Complying with Restrictions on Use.** In exercising the right to occupy or use a Unit or the Common Area and its improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees must comply with the Governing Documents.

11.9 **Subdividing or Combining Units.** No Unit may be subdivided or combined with another Unit without obtaining the prior approval of the Corporation.

11.10 **Altering a Unit.** No Unit may be modified, altered or otherwise changed except as provided in Article 13 herein.

11.11 **Residential Use of Units.** No Unit may be occupied or used for any purpose other than as a single, private residence. The Board may establish guidelines in the Rules and Regulations to allow certain home occupations which (a) are consistent with the normal residential usage of the Condominium Property, (b) do not cause any external effects which are detrimental to neighboring Units or the Condominium Property, and (c) are compatible with the characteristics of residential use in the Condominium Property.

11.12 **Leasing Units.** Owners may not lease or rent a Unit in violation of the following:

- 11.12.1 All leases and rental agreements must be in writing.
- 11.12.2 All leases and rental agreements must be for the entire Unit and not merely parts thereof, unless the Owner remains in occupancy. A garage may not be leased or rented separate and apart from the Unit to which it is appurtenant.
- 11.12.3 No lease or rental shall be for a period of less than thirty days or for hotel, transient or time-share purposes.
- 11.12.4 All leases and rental agreements shall be subject in all respects to the Governing Documents, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease or rental agreement which may be cured by eviction of the tenant either by the Owner or the Corporation. If the Corporation must evict the tenant, the Corporation may recover all its costs and expenses, including attorneys' fees, from the Owner whether or not the matter actually proceeds to court.
- 11.12.5 An Owner who leases or rents their Unit shall promptly notify the Corporation in writing of the names of all tenants and members of a tenant's family occupying such Unit, provide the make, model and license number of all residents' vehicles, a telephone number for the tenant, keep all information current, and provide any other information reasonably needed and requested by the Corporation.
- 11.12.6 All Owners leasing or renting their Unit shall promptly notify the Corporation of the address and telephone number where such Owner can be reached.
- 11.12.7 Owners shall provide their tenants with copies of the Governing Documents, including the Rules and Regulations. Owners shall be responsible for the costs of reproducing the Governing Documents.

11.13 **Obstruct Common Area.** No one may permit anything to obstruct the Common Area or store anything on the Common Area without the prior written consent of the Board, except as otherwise provided in the Governing Documents.

11.14 **Increase Rate of Insurance.** No one may perform any act or keep anything on or in any Unit or in the Common Area that will increase the rate of insurance on the Common Area without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept in his or her Unit or in the Common Area that would result in the cancellation of insurance on any Unit or on any part of the Common Area or that would violate any law.

11.15 **Protection Systems.** No one may disconnect, damage, tamper with or otherwise modify any protection system, including, but not limited to fire sprinklers, fire alarms and fuse boxes.

11.16 **Flammable Substances.** No one may store gasoline, kerosene, cleaning solvents, or other flammable liquids or substances, or any toxic or hazardous materials on the Common Area or in any Unit, provided, however, that amounts of these liquids, substances or materials which are reasonable for household use may be placed in appropriate containers and properly stored.

11.17 **Water Discharge.** No one may discharge anything other than water and residue allowed by applicable water quality ordinances into the streets, gutters and drains of the Corporation or into the Common Area.

11.18 **Emissions.** No one may discharge or cause the emission of any dust, sweepings, dirt, cinders, odors, gases, mold spores, or other substances into the atmosphere other than those caused by normal residential use.

11.19 **Signs.** No signs may be erected or displayed on or from any Unit except as allowed by sections 712, 713 and 1353.6 of the California Civil Code and the Rules and Regulations. No signs may be erected or displayed on the Common Area except with the prior written approval of the Board.

11.20 **Antennas.** No radio or television antenna, satellite dish or other equipment or apparatus for transmitting or receiving transmissions may be erected or displayed except a video or television antenna, including a satellite dish, as allowed by any applicable statute or law, with Board approval. The Board may impose reasonable restrictions on its approval.

11.21 **Pets.** Pets or other animals may not be kept in violation of the following:

11.21.1 Owners or residents of the Condominium Property may keep reasonable numbers of aquarium fish, and up to two caged birds or other types of usual and ordinary domestic pet in the Units subject to the provisions of the Rules and Regulations; provided, however, that no Owner or other occupant of a Unit may keep pets which interfere with, or have a reasonable likelihood of interfering with, the rights of any Owner or other occupant of a Unit to the peaceful and quiet enjoyment of the Unit. In the event the Board determines that any pet or other animal creates an unreasonable annoyance or nuisance to any Owner or other occupant of a Unit, the keeping thereof shall be discontinued within a reasonable time after such determination.

11.21.2 No pets or other animals shall be permitted in the Common Area except as specifically permitted by the Rules and Regulations, and

then only when on a leash held by a person capable of controlling the animal.

11.21.3 No Owners may keep animals for commercial purposes.

11.21.4 The Corporation, its Board, Officers, employees and agents shall have no liability to any Owner, their family members, guests, invitees, tenants and contract purchasers, or any other person in the Condominium Property, for any damage or injury to persons or property caused by any pet, absent any willful or wanton negligence on the part of the Corporation, or its Board, Officers, employees and agents.

11.22 **Trash.** Rubbish, trash, and garbage may not be allowed to accumulate within the Unit or Common Area.

11.23 **Window Covers.** Only curtains, drapes, shutters or blinds may be installed as window covers. No window in any Unit shall be covered with aluminum foil, papers, sheets, paint or similar material.

11.24 **Garage Doors.** No garage door shall be permitted to remain open except for a temporary purpose nor shall animals be kept stored, housed or allowed to remain in any garage. The Board may adopt Rules and Regulations governing the opening of garage doors.

11.25 **Offensive Activity.** No one may engage in any illegal, noxious or offensive activity in any part of the Condominium Property, or do any act which unreasonably threatens the health, safety and welfare of other residents of the Condominium Property.

11.26 **Harassment.** No one may engage in any type of harassment, illegal, noxious or offensive activity toward any Owners, residents, Corporation representatives, management representatives, Board members and/or vendors working in the Condominium Property.

11.27 **Alter Common Area.** No one may alter, attach, construct, or remove anything on or from the Common Area, except upon the written consent of the Board.

11.28 **Vehicle Maintenance.** No vehicle overhaul, repair, or non-emergency maintenance may be performed within the Condominium Property.

11.29 **Patios.** No fixture, personal property or other object may be kept upon any patio which interferes with the enjoyment of adjacent Units, patios or which may be in violation of the Rules and Regulations.

11.30 **Garage Conversion.** No one may convert or use any garage for purposes other than parking of one vehicle and storage of reasonable amounts of household goods that do not interfere with the ability to park one vehicle or create a fire or safety hazard.

11.31 **Vehicles.** No one may park any automobile or other motor vehicle in the Condominium Property except wholly within a garage or in a space designated for the Owner by the Board or the Governing Documents. No junk or derelict vehicle or unregistered vehicle shall be kept upon any portion of the Condominium Property so as to be visible from the Common Area or another Unit. The Board, in its discretion, may adopt reasonable Rules and Regulations governing the operation, maintenance, storage and parking of any vehicle, including trucks, campers, trailers, boats or commercial vehicles in the Condominium Property, including the streets, garages, driveways, and Common Area.

11.32 **Mechanic's Liens.** No labor performed or services or materials furnished with the consent of, or at the request of, an Owner, the Owner's agents or contractors shall be the basis for the filing of a lien against any other Unit or Common Area or any other Owner in the Condominium Property unless that other Owner has expressly consented to or requested the performance of the labor or furnishings of the materials or services. However, express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Common Areas, if duly authorized by the Corporation, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner of any Condominium may remove his or her Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by the lien which is attributable to the Owner's Condominium.

11.33 **Damage Liability.** Each Owner shall be liable to the Corporation for any damage to the Common Area or to Corporation owned property if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installment, repair or maintenance of any improvement by the Owner or the Owner's family, guests, tenants, contract purchasers, or invitees. In the case of joint ownership of a Condominium, the liability of the co-owners shall be joint and several, unless the co-owners and the Corporation have agreed in writing to an alternative allocation of liability.

11.34 **Owner Responsibility.** Owners shall be responsible for their family members, guests, tenants, contract purchasers, and invitees while in the Condominium Property and may be held responsible for any violations of the Governing Documents committed by such persons.

11.35 **Vacating Unit; Costs.** As provided in Civil Code section 1364 or any successor statute, the Corporation shall have the power to temporarily remove any Unit resident for such periods and at such times as may be necessary in connection with any maintenance or repair work performed by the Corporation. The Owner shall provide the Corporation access as needed for maintenance or repair work by the Corporation. The costs of any temporary relocation, including loss of rental income, during such

maintenance or repair work shall be paid by the Unit Owner affected unless another Owner is responsible for the damages pursuant to Section 12.8 herein. If another Owner is responsible for the damages, the responsible Owner shall pay the relocation costs. Except in case of emergency, the Corporation shall give notice of the need to temporarily vacate a Unit to the record Owners and occupants not less than fifteen days nor more than thirty days prior to the date of the temporary relocation. The notice shall state the reason for the relocation, the date and time of the beginning of work, the anticipated date and time of termination of work and that the occupants will be responsible for all necessary accommodations during the relocation.

## ARTICLE 12 - REPAIR AND MAINTENANCE

12.1 **General; Standards of Maintenance.** The Corporation and all Owners are required to fulfill the maintenance requirements imposed by the Governing Documents. For purposes of this Article "maintenance" shall include, without limitation, painting, weatherproofing and cleaning to keep in a clean, safe, properly ventilated, watertight, dry and sanitary condition necessary to preserve the attractive appearance of each Condominium and the Condominium Property and protect the values thereof, and to ensure that there is no threat to the health, safety or welfare of any resident. The Board shall have the power to determine the standards of such maintenance. The replacement of exterior items by Owners shall be subject to the requirements of Article 13 herein.

12.2 **Division of Responsibility.** Attached hereto as Exhibit "C," and incorporated herein by reference, is a listing of the allocation of responsibility for various components in the Condominium Property. Generally, each Owner shall be responsible for the maintenance, repair and replacement of his or her Unit, Exclusive Use Common Areas appurtenant to the Unit, and those items located anywhere within the Condominium Property which are used exclusively by that Owner, and the Corporation shall be responsible for the maintenance, repair and replacement of any other area of the Common Area. In the event of any inconsistency between the above general provisions and the specific provisions of Exhibit "C," the provisions of Exhibit "C" shall prevail. In the event of any inconsistency between the provisions of Exhibit "C," the most specific provision shall prevail. Provided any item is not listed in Exhibit "C," the responsibility for its maintenance shall be determined in accordance with the above general provisions or as otherwise provided by statute or law. Except as otherwise provided in the Governing Documents, the costs of maintenance, repair and replacement shall be borne by the party responsible for the maintenance, repair and replacement.

12.3 **Owner Improvements.** Each Owner shall be responsible for the maintenance, repair, and replacement of any improvements installed or planted by the Owner, any resident in the Owner's Unit, or the Owner's predecessor in interest, within the Unit, the Exclusive Use Common Areas, or upon the Common Area. The Owner is also responsible for damages to the Common Area caused by such installation, maintenance, use, or repair. Installation of any improvement within the Common Area is subject to the provisions of Article 13 herein.

12.4 **Access over Common Area.** The Owner of the Unit shall be entitled to reasonable access over and through the Common Area, subject to the consent of the Corporation and to any other conditions reasonably imposed by the Corporation, for the purposes of performing any maintenance, repairs or replacement as required by the Governing Documents. The Corporation's consent shall not be unreasonably withheld.

12.5 **Failure to Maintain.** If an Owner fails to maintain the areas described herein pursuant to the standards set by the Board, the Board may notify the Owner of the work required and request that the same be done within a reasonable time from the giving of such notice. If the Owner fails to complete maintenance within said time period, the Board may, following notice and an opportunity for hearing, as provided in Section 3.14 of the Bylaws, cause such work to be done and the cost thereof shall immediately be paid by such Owner to the Corporation and until paid shall bear interest at the rate of twelve percent per annum (but no greater than the maximum rate authorized by law). The Corporation shall have an easement over the Units and Exclusive Use Common Area for the purpose of performing the work described herein.

12.6 **Damage During Repairs.** In the course of carrying out the maintenance and repair responsibilities of the Corporation, it may be necessary for agents or representatives of the Corporation to remove floor or wall coverings, appliances, fixtures or other similar items within a Unit. In this event, the Corporation's agents or representatives shall use care to cause as little damage as possible. The Corporation shall restore the structural floor or wall. The Owner of the Unit shall be responsible, at his or her sole expense, to paint and to repair or replace any such floor or wall coverings, appliances, fixtures or other similar items which might be damaged during such repair or replacement by the Corporation's representatives or agents unless the damage is caused by the gross negligence of the Corporation, its Board, Officers, agents or employees.

12.7 **Termite Control.** The responsibility for control of wood destroying pests or organisms shall be as follows:

- 12.7.1 The party responsible for the maintenance and repair of a component shall control the presence of or repair damage caused by wood-destroying pests or organisms in that component.
- 12.7.2 The Board shall determine the method and timing of any treatment for which it is responsible in its sole discretion.
- 12.7.3 The Corporation shall have the power to temporarily remove any Unit resident for such periods and at such times as may be necessary for prompt, effective treatment of such pests or organisms. The costs of any temporary relocation, including loss of rental income, during such maintenance or repair shall be paid by the Unit owner affected. The Corporation shall give notice of the need to temporarily vacate a Unit to the record Owners and occupants not less than fifteen days nor more than thirty days prior

to the date of the temporary relocation. The notice shall state the reason for the relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment and that the occupants will be responsible for all necessary accommodations during the relocation.

- 12.7.4 Neither the Corporation, the Board, Officers, agents nor employees shall have any liability, absent willful or wanton negligence, to any Owner, family member, guest, invitee or tenant for any damage caused by the treatment.
- 12.7.5 Notwithstanding anything else herein, in the event that an Owner wishes to obtain a termite clearance certificate for any purpose, the Owner shall be solely responsible for any and all costs associated with obtaining the certificate, including, without limitation, the costs of maintenance and repair of the Unit, Exclusive Use Common Area, or Common Area which may be necessary to obtain the termite clearance certificate. An Owner or group of Owners may agree, in a signed writing delivered to the Corporation, with such reasonable assurances as the Board may request, to agree to share the above costs.

**12.8 *Damage Caused by Owner or Item Under Control of Owner.*** Should any damage to the Common Area or any Unit result from the willful or negligent act or neglect of any Owner, or such Owner's tenants, guests, invitees, pets or other person or entity deriving any interest through such Owner, or from any item the maintenance, repair or replacement of which is an Owner responsibility, the cost of all repairs shall be borne solely by the responsible Owner.

The Corporation shall be responsible for performing the repair of any damage to the Common Area or items over which the Corporation has control at the responsible Owner's expense. The responsible Owner shall perform the repair of any damage to his or her Unit for which such Owner has control. The Owner of any other Unit which sustained damage shall perform the repair of any such damage, and may charge the cost of repairs and any relocation costs to the responsible Owner.

If the responsible Owner disputes or refuses to pay any repair costs incurred by the Corporation or the Owner of any other Unit which sustained damage, the Corporation, after reasonable notice and opportunity for a hearing, may charge the cost of those repairs to such Owner as an individual assessment, with the full authority to lien on such amount in the event of non-payment. If the damage is such as may be covered by any insurance carried by the Corporation, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. Provided the submitted claim is covered by the Corporation's insurance, the responsible Owner shall pay the cost of any deductible applicable to the covered claim. If the submitted claim is not covered by



the Corporation's insurance, or the Board elects not to submit the claim, the responsible Owner shall be responsible for the total cost of repair.

All repairs performed to correct any damage shall be sufficient to return the damaged property only to its condition prior to the damage, with upgrades as may be required to conform with any applicable building codes in effect at the time the damage is repaired.

**12.9 Limitation of Liability.** The Corporation shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any property, or the cost of repair or replacement of any damaged property or portions of such Owners' Unit or Exclusive Use Common Area, unless such damage is caused by the gross negligence of the Corporation, its Board, Officers, agents or employees.

**12.10 Damages to Unit; Water Intrusion Damage.** Each Owner shall be solely responsible for the repair or replacement of any damage to any and all interior items of his or her Unit, and the cost thereof, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, or any exterior items such as landscaping, caused by any Common Area component or improvement or any other component or improvement maintained by the Corporation, including water intrusion from any Common Area source. An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property, or the cost of repair or replacement of damaged items for which such Owner is responsible. The Corporation shall not be liable for damage to property in the Condominium Property resulting from water which may leak or flow from outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Corporation, its Board, Officers, agents or employees.

Owners shall cause notice to be given to the Corporation of any water within, or water intrusion into, their Unit immediately upon discovery of such leak or water intrusion. Within twenty-four hours or sooner of the discovery of a leak or water intrusion, Owner shall cause all water to be extracted, and the Unit cleaned. If Owner has not had water extraction and cleaning performed within forty-eight hours of discovery of the leak or water intrusion, Corporation may cause such work to be done and assess the cost of the work to the Owner as an individual assessment. If repairs are required to a Unit following a leak or water intrusion, all work shall be performed by a licensed contractor experienced in water extraction and mold remediation. Containment procedures designed to prevent contamination of the affected Units, other Units and the Common Areas shall be utilized. Owner and his or her tenants, guests, invitees, agents and employees shall hold the Corporation harmless for any claim for property damage or personal injury alleged to arise from the presence of mold or fungi in his or her Unit unless the damages or injuries were caused by the gross negligence of the Corporation, its Board, Officers, agents or employees.

12.11 **Owner Notification to Corporation.** If, at any time, an Owner discovers or otherwise becomes aware of any condition within the Common Area that may constitute a risk to the health, safety or welfare of the Owners, their family members, tenants, and any other persons entering the Condominium Property, the Owner shall notify Corporation representatives of the condition as soon as possible.

## ARTICLE 13 - ARCHITECTURAL AND DESIGN CONTROL

13.1 **General.** Any change or improvement to the exterior of a Unit, or to the interior which affects the exterior of Unit, any wall, or any mechanical or utility systems (HVAC systems, gas, water or electrical pipes or wires, etc.), or the structural integrity of any building, shall be governed by this Article. Changes or improvements to the Common Area by the Corporation do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by, the Board. The Board may establish an architectural committee as provided herein to assist the Board in reviewing architectural submittals, and to provide recommendations to the Board with regard to approval or disapproval of any submittal. The foregoing notwithstanding, the Board shall be solely responsible for approving or rejecting any architectural submittal.

13.2 **General Changes Requiring Prior Approval.** Nothing may be erected, placed or planted on the exterior of any Unit, or on the Common Area by any Owner, including any building, fence, wall, pool, spa, obstruction, wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, trellis, tree, grass, shrub or other landscaping, any improvement or structure of any kind, nor may any excavation or demolition commence without the prior written approval of the Board. Modifications to the interior of Units which involve alterations to the floor plan, or removal of a wall or have the potential to affect the Common Area, including the walls, roofs and mechanical or utility systems shall require prior approval. Additionally, prior written Board approval shall be required for any alteration, modification, painting or other change or addition to any existing improvement or landscaping.

13.3 **Specific Changes.** Subject to other applicable restrictions contained in the Governing Documents, Owners may modify their Units subject to the following:

13.3.1 Modifications or alterations of the exterior of any Unit must have the prior written consent of the Board, including any modifications to facilitate handicapped access as provided by section 1360 of the California Civil Code. Any approval of such handicapped access modification may be conditioned on such modification's removal, by the Owner at his or her sole expense, once the handicapped access is no longer necessary for the Unit.

13.3.2 Alterations to the floor plan of a Unit, removal of walls, or any portion thereof, may not be made within a Unit without the prior written approval of the Board of Directors.

- 13.3.3 If any asbestos is located in the Units, Owners may not paint any portion of their Unit without first ensuring that proper procedures are utilized so as to not disturb any asbestos located in the walls or ceilings. Nothing contained herein shall be construed to limit the right of Owners to paint the interior of their Units any color desired.
- 13.3.4 In deciding upon floor coverings, Owners shall take all reasonable measures to choose floor coverings that mitigate sound transfer between Units. The Board shall have the power to order an Owner who has not complied with this Section to remove and replace any floor covering which does not adequately mitigate sound transfer.
- 13.3.5 No Owner may install any shutter, screen, blind, curtain, drape or other appurtenance in or on any window or door except those items which are in conformance with standards established by the Board.
- 13.3.6 No Owner may enclose his or her Unit's patio.
- 13.3.7 Except as provided by the Governing Documents, Owners shall not have the right to paint, decorate, remodel or alter any Exclusive Use Common Area or the Common Area without the prior written consent of the Board.
- 13.3.8 The Board may condition its approval on obtaining and recording a signed license and indemnity, hold harmless, or other similar agreement from the Owner if the improvements affect the Common Area.

13.4 ***Procedure for Obtaining Approval of Architectural Changes.*** The procedure for obtaining approval of any architectural change shall be as follows:

- 13.4.1 Complete plans and specifications showing the nature, kind, shape, color, size, height, materials to be used and location of any proposed improvements, alterations or landscaping, as well as the proposed licensed contractor and any other information as required by the Board, shall be prepared by the requesting Owner and submitted to the Corporation, along with any fee or deposit established in the Architectural Rules. The Board may establish a construction deposit and require that it be paid with the plans and specifications.
- 13.4.2 The architectural committee, if any, shall review the submission and provide a written recommendation as to approval or disapproval of any such submission, including the reasons for any

decision, to the Board and the requesting Owner within thirty days of receipt of such submission.

- 13.4.3 The Board shall review such recommendation within thirty days of receipt of the architectural committee's written recommendation, if any, or within sixty days of receipt of the submission, whichever is earlier, and provide a written response to the requesting Owner, including an explanation of the reasons for any disapproval.
- 13.4.4 In the event the Board fails to provide a written response to the requesting Owner within sixty days of receipt of the request from the Owner, the Owner may notify the Board in writing that a response has not been received. If the Board fails to respond within thirty days of the receipt of the notice, approval will not be required and the related covenants shall be deemed to have been fully satisfied.
- 13.4.5 Once an Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time.

13.5 **Architectural Rules.** The Board may, in its sole discretion, adopt, amend and repeal, as it deems necessary, Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards for review by the Board and architectural committee and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Condominium Property, provided, however, that said Architectural Rules shall not be in violation of the standards required by this Restated Declaration. The Architectural Rules may also address the information which is required to be presented in connection with an architectural submittal.

13.6 **Standard of Architectural Review.** An architectural submittal made by an Owner shall be reviewed for conformity with the Architectural Rules. Additional factors to be considered include, but are not limited to, the quality of proposed workmanship, the design and harmony of the improvement with existing structures, the location of the improvement in relation to surrounding structures, topography, and finish grade elevation, Owner and contractor insurance coverage, compliance with governmental permit requirements and contractor license status.

13.7 **Architectural Committee.** The architectural committee, if any, shall consist of one or more members, formed as follows:

- 13.7.1 The Board shall have the right to appoint all of the members of the committee.

- 13.7.2 Members appointed to the committee by the Board must be Members of the Corporation.
- 13.7.3 Members shall be appointed for terms as prescribed by the Board. All members of the committee may be removed by the Board at any time with or without cause.
- 13.7.4 The committee shall meet as often as it deems necessary to properly carry out the obligations imposed upon it, unless otherwise directed by the Board.
- 13.7.5 The vote or written consent of the majority of the committee shall be required for any recommendation.

13.8 **Fee for Review.** The Board shall have the right to establish a fee for the review and approval of plans and specifications which must be submitted to it pursuant to the provisions of this Article, which shall be reasonably related to the duties performed. Owners shall be responsible for the Corporation's costs incurred for review of their plans.

13.9 **Compensation.** The members of the Board and architectural committee shall receive no compensation for services rendered, other than reimbursement by the Corporation for expenses incurred by them in the performance of their duties hereunder.

Notwithstanding the above, the Board may hire an architect or other professional to consult with the committee and Board and the Corporation may compensate the architect or professional for services rendered to the Corporation.

13.10 **Liability.** Neither the Board, the architectural committee nor any member thereof shall be liable to the Corporation or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or (c) the development of any property within the neighborhood; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him or her.

13.11 **Enforcement.** In addition to other enforcement remedies set forth in this Restated Declaration, the Board shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section.

- 13.11.1 No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.

- 13.11.2 The Board shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Board or if it does not conform to the plans and specifications submitted to the Board.
- 13.11.3 The Board or committee may periodically enter any Unit to ensure that the construction is proceeding according to any approved plans.
- 13.11.4 If the Owner fails to remedy any noticed noncompliance within the time specified by the Board, the Board shall set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The notice and an opportunity for a hearing shall comply with the requirements of Section 3.14 of the Bylaws.
- 13.11.5 At the hearing, the Owner, a representative(s) of the architectural committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance.
- 13.11.6 If a noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant.
- 13.11.7 If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board at its option, may pursue all legal and equitable remedies available to remedy or remove the noncomplying improvement and the Owner shall reimburse the Corporation for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Corporation, the Board shall recover such expenses through the levy of an individual assessment against such Owner.
- 13.11.8 The approval by the Board of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring the approval of the Board under this Restated Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for improvements, the size of the improvement, proximity to other

Units or the Common Area and other factors may be taken into consideration by the Board in reviewing a particular submittal.

13.11.9 Notwithstanding any other provisions herein, the Board of Directors shall have the authority to obtain a restraining order or injunction at any time after discovery that work is proceeding without approval of the Board or in a manner that is different than that approved by the Board if the Board deems such action necessary to protect the Corporation's interests.

13.12 **Non-Compliance with Laws.** Neither the Corporation, the Board nor the architectural committee shall be responsible for any non-compliance with any governmental law, rule or regulation of any improvement or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications approved by the Board or any defect in any conditions or requirements they may have imposed with respect thereto.

13.13 **Governmental Permits and Approvals.** Prior to commencing any alteration or improvements approved by the Board, the Owner shall comply with all appropriate governmental laws and regulations. The Corporation shall not be obligated to enforce the provisions of this Section. Approval by the Board shall not be considered to satisfy the approvals that may be required by any governmental entity with appropriate jurisdiction, nor shall the approval of any governmental entity be considered to completely satisfy the requirement of Board approval. An Owner's failure to obtain any required governmental approval may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Board, which penalties shall be the responsibility of such Owner.

13.14 **Conflicts Between City or County and Corporation.** In the event of any conflict in the conditions of approval of any proposed improvements imposed by the City or County and the Corporation, the more restrictive of such conditions shall be controlling. Further, nothing herein shall limit the Corporation from imposing conditions of approval of any proposed improvements which are more restrictive than conditions as may be imposed by the City or County.

## ARTICLE 14 - INSURANCE

14.1 **Fire and Casualty Insurance.** The Corporation shall obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement cost of the improvements located in the Common Area, except the Exclusive Use Common Area, and for which the Corporation is responsible pursuant to Article 12 herein. The Corporation shall have no obligation to insure improvements or fixtures such as cabinets, built-in appliances or floor or wall coverings, within the Unit or Exclusive Use Common Area. The amount of any deductible shall be determined by the Board. This insurance shall be maintained for the benefit of the

Corporation, the Owners, and their Mortgagees, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Restated Declaration. If required by any First Mortgagee who notifies the Corporation of its requirement, and if economically feasible and available, such policies shall contain an inflation guard endorsement and a construction code endorsement.

**14.2 General Liability Insurance.** The Corporation shall obtain and maintain a policy or policies insuring the Corporation, its Officers, Directors, agents and employees, and the Owners against any liability for bodily injury, death, and property damage arising from the activities of the Corporation and its Members, with respect to the Common Area and any Units owned by the Corporation. Limits of liability under the insurance shall not be less than Three Million Dollars covering all claims for death, personal injury, and property damage arising out of a single occurrence.

**14.3 Directors and Officers Liability Insurance.** The Corporation shall obtain and maintain one or more policies of insurance which include coverage for individual liability of Officers and Directors of the Corporation for negligent acts or omissions of those persons acting in their capacity as Officers and Directors. Limits of liability under this insurance shall be determined by the Board at its sole discretion.

**14.4 Fidelity Coverage.** The Corporation shall purchase and maintain fidelity coverage for any person or entity handling funds of the Corporation, whether or not such persons or entities are compensated for their services. If an agent handles Corporation funds, such agent shall be covered by the Corporation's coverage, unless such agent provides similar coverage. The Corporation's coverage may be in the form of a separate bond, a separate policy (e.g., crime policy), or may be added by endorsement to the general policies carried by the Corporation. The coverage may be in an amount that is at least equal to the estimated maximum of funds, including reserve funds, in the custody of the Corporation or its managing agent at any given time during the term of each bond or policy. The bond or policy must contain a provision that it may not be cancelled or substantially modified without at least ten days' prior written notice to the Corporation.

**14.5 Other Corporation Insurance.** The Corporation shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Corporation also may purchase and maintain a blanket policy of flood insurance, and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Condominium Property and a decision not to rebuild. The Corporation may purchase such other insurance the Board considers necessary or advisable, including earthquake insurance coverage.

**14.6 Review of Insurance; Notice of Cancellation or Modification.** The limits and coverage of insurance carried by the Corporation shall be reviewed at least annually by the Board and increased or decreased in its discretion. Such policies shall include a provision for at least ten days' prior written notice to the Corporation, and, if available, to each First Mortgagee which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation or substantial modification by any party.



14.7 **Qualifications of Insurance Carriers.** The Corporation shall use generally acceptable insurance carriers from which to purchase and maintain the coverage required herein.

14.8 **Failure to Acquire Insurance.** The Corporation, and its Directors and Officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, it is unable to obtain any insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or the Members fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Member and any Mortgagee entitled to notice that the specific insurance will not be obtained or renewed.

The Corporation, and its Directors and Officers, shall also have no liability to any Owner or Mortgagee if it does not obtain any of the insurance referenced hereunder which is not required but may be obtained at the discretion of the Corporation. The Board may, in good faith in its sole discretion, determine that obtaining any of the discretionary insurance is unreasonable or unnecessary under the circumstances. In making a determination as to whether to acquire any such discretionary insurance, the Board may base its decision upon, among other things, a vote of the Owners.

14.9 **Trustee for Policies.** The Corporation, acting through its Board, is appointed and shall be deemed trustee of the interests of all named insureds under all insurance policies purchased and maintained by the Corporation. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in Article 9 herein. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.

14.10 **Insurance Premiums.** Insurance premiums for any insurance coverage obtained by the Corporation shall be included in the regular or special assessments. That portion of the assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due.

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

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

- 14.11.2 The Corporation shall be responsible for the cost of any deductible if the damage or loss occurs to any real or personal property owned by the Corporation, or for which the Corporation is responsible ("Corporation Property").
- 14.11.3 If the damage or loss occurs to any Owner Property and any Corporation Property, or to more than one Owner's Property, the responsibility for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each party's cost of repair to the total costs of repair.
- 14.11.4 The foregoing notwithstanding, if the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner or is the Owner's responsibility pursuant to Section 12.8 herein, such Owner shall be liable for the full amount of the deductible.

14.12 **Insurance Disclosures.** The Corporation shall disclose such information regarding insurance coverage as and when required by any applicable statute or law. Failure to disclose such information shall not impose any liability upon the Corporation or Board other than that provided for in such statute or law.

14.13 **Individual Property Insurance.** An Owner must obtain and maintain insurance, at his or her sole expense, to protect against any damage to, or loss of the Owner's real or personal property, and the cost of repair or replacement of damaged items, including, but not limited to, any improvements made by an Owner, any personal property, decorations, floor and wall coverings, appliances, cabinets, fixtures or other items therein, or any exterior items for which the Owner is responsible for maintenance, repair and replacement by the terms of this Restated Declaration, or any exterior items for which such Owner is responsible such as landscaping. Owner's insurance policy shall protect Owner's real or personal property described above from damage which is caused by any Common Area component or any component maintained by the Corporation or by any failure thereof. The Owner's policy shall be the primary policy for any claims for damages to or loss of Owner's Unit or personal property. The Corporation shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any such property, or the cost of repair or replacement of any damaged property or portions of such Owner's Lot, unless such damage is caused by the gross negligence of the Corporation, its Board, Officers, agents or employees.

14.14 **Individual Liability Insurance.** An Owner may carry personal liability and property damage liability insurance with respect to his or her Unit that he or she desires.

## ARTICLE 15 - DAMAGE OR DESTRUCTION

15.1 **Duty to Restore.** Any portion of the Common Area that is damaged or destroyed must be repaired or replaced promptly by the Corporation unless:

- 15.1.1 The Condominium Property is terminated.
- 15.1.2 Repair or replacement would be illegal under a state statute or municipal ordinance.
- 15.1.3 Eighty percent of Owners, including each Owner of a Unit or Exclusive Use Common Area that will not be rebuilt, vote not to rebuild.

15.2 **Cost of Repair.** Any cost of repair or replacement of the Common Area in excess of any insurance proceeds and reserves shall be a common expense, levied against Condominiums in the same proportion as regular assessments are levied.

15.3 **Repair Plans.** The Common Area must be repaired and restored in accordance with either (a) the original plans and specifications, updated as required to reflect applicable building codes, or (b) other plans and specifications which have been approved in writing by the Board, a majority of Owners, and at least fifty-one percent of Eligible Mortgagees holding Mortgages on Units subject to the repair.

### 15.4 **Replacement of Less Than Entire Condominium Property.**

- 15.4.1 Any insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium Property.
- 15.4.2 Except to the extent that other persons or entities will be distributees:
  - (a) Any insurance proceeds attributable to a Unit and Exclusive Use Common Area that are not rebuilt must be distributed to the Owner of that Unit and the Owner of the Unit to which the Exclusive Use Common Area is appurtenant, or to lien holders, as their interests may appear.
  - (b) The remainder of any proceeds must be distributed equally to the Owners of each Unit which will remain or to Mortgagees, as their interests may appear.
- 15.4.3 If the Owners vote not to rebuild a Unit, the common interest portions of the Unit shall be reallocated among all other Units, and

the Corporation shall prepare, execute and record an amendment to this Restated Declaration reflecting the reallocations.

15.5 **Insurance Proceeds.** An insurance trustee appointed by the Board or insurance company, or if there is no trustee, then the Board, acting by the President, shall hold any insurance proceeds in trust for the Corporation, Owners and Mortgagees. Subject to the provisions of this Restated Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Area. The Corporation, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Area has been completely repaired or restored, or unless the Condominium Property is terminated.

15.6 **Disbursements to Owners and Mortgagees.** Any insurance proceeds distributed to Owners and Mortgagees of Units which will be rebuilt shall be distributed proportionately according to the fair market values of the Units at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Board and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization.

15.7 **Certificates By Board.** The trustee, if any, may rely on the following certifications in writing made by the Board:

- 15.7.1 Whether or not damaged or destroyed property is to be repaired or restored.
- 15.7.2 The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

15.8 **Certificates by Attorneys or Title Insurance Companies.** If payments are to be made to Owners or Mortgagees, then the Board and the trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the Official Records of the County Recorder, stating the names of the Owners and the Mortgagees.

15.9 **Casualty Destruction of Unit.** In the event of damage or destruction to any Unit, and unless the Owners vote not to rebuild the Common Area surrounding the Unit, the Owner thereof shall reconstruct the Unit as soon as reasonably practicable and substantially in accord with the original plans and specifications therefor; provided, however, that any such Owner may, with the written consent of the Board pursuant to Article 7 herein, reconstruct or repair the same pursuant to new or changed plans and specifications.

## ARTICLE 16 - EMINENT DOMAIN

16.1 **Representation by Corporation.** The Corporation shall represent the Owners in the event of any threatened condemnation, condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or any part thereof. In furtherance of this purpose, each Owner, by acceptance of a deed to his or her Condominium, irrevocably appoints the Corporation as their attorney-in-fact to represent the Owners in any condemnation proceeding.

16.2 **Common Area Taking.** In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement, less any fees or costs incurred in collection thereof, shall be payable to the Corporation, or any trustee appointed by the Corporation, for the use and benefit of the Owners and their Mortgagees according to the relative values of the Condominiums affected by the condemnation as determined by an independent appraiser where Condominiums are not valued separately by the condemning authority or by the court.

16.3 **Condominium Unit Taking.** In the event of an award for the taking of any Condominium in the Condominium Property by eminent domain, the respective Owner(s) and Mortgagees of such Condominium shall be entitled to receive the award for such taking, less any fees and costs incurred in collecting such amount and only up to the fair market value of the Condominium, and after acceptance thereof he or she and the Mortgagee shall be divested of all interest in the Condominium Property if such Owner shall vacate his Condominium as a result of such taking. The remaining Owners shall decide by majority vote whether to rebuild or repair the Condominium Property, or take other action. The remaining portion of the Condominium Property shall be resurveyed, if necessary, and this Restated Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Condominium Property based on the number of Units remaining in the Condominium Property.

16.4 **Substantial Taking.** If there is a substantial taking of the Condominium Property (more than fifty percent), the Owners may terminate the legal status of the Condominium Property and, if necessary, bring a partition action under California Civil Code section 1359 or any successor statute, on the election to terminate by fifty-one percent of the total voting power of the Corporation. The proceeds from the partition sale, less any costs or fees incurred in collection thereof, shall be distributed to the Owners and their respective Mortgagees in proportion to the fair market values of the Condominiums.

## ARTICLE 17 - ENFORCEMENT

17.1 **Right to Enforce; Remedies.** The Corporation or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Documents. Each Owner of a Condominium shall have a right of action against the

Corporation or any Owner for failure to comply with the provisions of the Governing Documents. The remedies provided for herein are to be considered cumulative and the use of one remedy shall not preclude the use of any other.

17.2 **Board Discretion Whether to Enforce.** In deciding whether to take any action to enforce the restrictions, conditions, covenants, reservations, liens and changes in the Governing Documents, the Board may exercise its discretion using the business judgment rule of Corporations Code section 7281.

17.3 **Nuisance.** The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in the Governing Documents is violated in whole or in part, is declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner and the Corporation. Each remedy provided herein shall be cumulative and not exclusive.

17.4 **Failure to Enforce.** Failure by the Corporation or any Owner to enforce any provisions of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

17.5 **Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Condominium within the Condominium Property is declared to be a violation of the Governing Documents and subject to any or all of the enforcement procedures herein set forth.

17.6 **Compliance with Statute.** All activities to enforce the provisions of the governing documents shall be conducted in accordance with all applicable laws, statutes and ordinances. This Section shall apply to both the Corporation and to all Owners.

## ARTICLE 18 - AMENDMENTS

18.1 **Corporation Approval of Amendments.** Subject to Sections 18.2 below, this Restated Declaration, except Articles 1 through 5 and Article 19, Section 19.5, may be amended by the following procedure or as otherwise specified in Section 18.2 herein.

First, the vote will be conducted by a secret ballot in accordance with the requirements of California law. Second, to constitute a quorum, the total number of ballots returned must come from at least one-third of the voting power of the Members. Third, the vote must remain open for at least one month after the date the ballots are mailed, but the initial deadline may be extended periodically after that date, if a quorum of ballots has not been received by the initial deadline, and may be extended automatically for additional periods of time until a quorum of ballots has been returned. Fourth, the amendment must be approved by the affirmative vote of at least seventy five percent of the ballots cast. A blank ballot or empty envelope or other action indicating an intention to abstain will be

deemed to have a neutral effect, so it will be counted toward the quorum only, but it will not be counted as a ballot cast for purposes of computing the seventy-five percent approval.

An amendment becomes effective after (a) the approval of the required percentage of Owners has been given, (b) that fact has been certified in the form of a written document executed and acknowledged by an Officer designated by the Corporation for that purpose or, if no such designation is made, by the President of the Corporation and (c) the document has been recorded in San Diego County.

**18.2 Association Approval of Amendments.** Article 1 through 5 and Article 19, Section 19.5 may be amended at any time and from time to time by an instrument in writing signed by Members of the Association entitled to exercise 66 $\frac{2}{3}$ % or more of the voting power of the Association.

**18.3 Amendment of Restated Declaration or Bylaws by Board Vote.** The Board of Directors shall have the power to amend this Restated Declaration, except Articles 1 through 5 and Article 19, Section 19.5, or the Bylaws, as the case may be, but only as this Section permits. By a majority vote of the full Board, the Board shall have the power to prepare and, in the case of the Restated Declaration, to record an amendment for the following purposes:

- 18.3.1 To correct any printing or grammatical error or omission in this Restated Declaration or Bylaws.
- 18.3.2 To make any change in the Restated Declaration or Bylaws required by a change in any applicable law, including court decisions, which obligate the Corporation, the Board or the Owners to conform their conduct with the terms of the law.
- 18.3.3 To make any change in the Restated Declaration or Bylaws needed to comply with any requirements of an Institutional Mortgagee.

If the Board approves an amendment using the procedure in this subparagraph 18.2.2 or 18.2.3, the amendment shall not be recorded or filed until the following procedure is implemented. The Board shall first send notice of such action to the Owners, which notice shall include the text of the proposed amendment and an opinion from legal counsel that the proposed change in the Governing Documents is either required by law or by an Institutional Mortgagee. An amendment shall be considered ratified, unless within thirty days after the date such notice is sent to the Owners, the Owners entitled to cast twenty percent of the votes in the Corporation, sign a written petition to reconsider the Board's action and file it with the Board. If such a petition is filed, the Board shall call a special meeting of the Members to reconsider the Board's action. At the meeting, unless a majority of the total voting power of the Corporation rejects the proposed amendment, the amendment shall be considered ratified, whether or not a quorum is present at the special meeting.

This section shall not restrict the powers of the Owners to amend this Restated Declaration or the Bylaws by any other method, but is intended to authorize a simple process for amendment where the property rights of Owners are not materially or adversely affected.

18.4 **Statute of Limitations to Challenge Amendments.** No action to challenge the terms or validity of any amendment to this Restated Declaration or to the Bylaws may be made more than one year after the recording date in the case of an amendment to the Restated Declaration, or more than one year after the official tally of the vote in the case of an amendment to the Bylaws.

## ARTICLE 19 - GENERAL PROVISIONS

19.1 **Term.** The provisions of this Restated Declaration shall continue in effect for a term of fifty years from the date of execution. Thereafter, it shall be automatically extended for successive periods of ten years, until the membership of the Corporation decides to terminate it.

19.2 **Nonwaiver of Remedies.** Each remedy provided for in this Restated Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

19.3 **Severability; Invalidity.** The provisions of this Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision. If for any reason this Restated Declaration is declared completely invalid in its entirety, the Declaration shall be deemed to have survived and thereafter become effective without any further action.

19.4 **Binding.** This Restated Declaration, as well as any amendment thereto and any valid action or directive made pursuant to it, shall be binding on the Owners and their heirs, grantees, tenants, successors, and assigns.

### 19.5 **Breach of Articles 2 through 5.**

19.5.1 The Association, Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by Articles 2 through 5 of this Restated Declaration. Failure by the Association, Declarant or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

19.5.2 A breach of the covenants contained in Articles 2 through 5 of this Restated Declaration shall not affect or impair the lien or charge



of any bona fide Mortgage made in good faith and for value on any Condominium; provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of the covenants which occurred prior to such acquisition of title if such breach was or is non-curable or was a type of breach which is not practical or feasible to cure.

19.6 **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Restated Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Unit but only with respect to obligations arising from and after the date of the divestment.

19.7 **Fair Housing.** Neither Corporation nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, sexual orientation, religion, ancestry, national origin, age, marital status, physical handicap or any other classification prohibited by law.

19.8 **Number and Headings.** As used in this Restated Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Restated Declaration, and shall not affect the interpretation of any provision.

19.9 **Attorneys' Fees.** In the event an attorney is engaged by the Board to enforce the Governing Documents, the Corporation shall be entitled to recover from the adverse party to the controversy its actual attorneys' fees and costs so incurred, whether or not such controversy proceeds to litigation. In the event litigation is commenced to enforce the Governing Documents, the prevailing party shall be entitled to its attorneys' fees and costs. Said costs and attorneys' fees shall constitute a lien on the Unit which is enforceable pursuant to Article 4 herein. This Section shall also apply to actual attorneys' fees incurred to collect any post-judgment costs.

19.10 **Variances.** The Board may authorize variances from compliance with any of the architectural or use provisions of this Restated Declaration as follows:

- 19.10.1 Variances may be granted, without limitation, to restrictions upon use contained in Article 11, restrictions on repair and maintenance in Article 12, and architectural restrictions in Article 13, when circumstances such as topography, location, engineering, economy, hardship, aesthetic or environmental considerations warrant.
- 19.10.2 Variances shall be in writing and shall become effective upon final approval by the Board.

- 19.10.3 When a variance is granted, no violation of the Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Restated Declaration for any purpose except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the premises, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by the County of San Diego or any other governmental authority.
- 19.10.4 The Corporation may charge a reasonable fee to cover any costs associated with the variance approval process, or for issuance of a variance.
- 19.10.5 The Board may enact additional rules and regulations regarding the variance approval process, the circumstances under which a variance may be granted, and the execution of indemnity or other agreements by the Owner as a condition to issuance of a variance.

**19.11 Governing Document Priorities.** In the event of a conflict between the Governing Documents, or any provision thereof, the following documents shall take precedence in the order given: (1) the Articles, (2) the Condominium Plan, (3) this Restated Declaration, (4) the Bylaws, and (5) the Rules and Regulations.

**19.12 Conflict with Statutes.** Provided any federal, state or local statute, law or ordinance is inconsistent with any provision or provisions of the Governing Documents, and compliance with that statute, law or ordinance is mandatory, neither the Corporation, the Board nor any member thereof shall have any liability for complying with the federal, state or local statute, law or ordinance and not with the inconsistent provision or provisions of the Governing Documents.

**19.13 References to Code Sections.** In the event any of the statutes or laws referenced herein are amended, modified, or otherwise changed, the references herein shall be deemed to refer to the statutes or laws as amended, modified or otherwise changed. If a statute or law is deleted, any reference herein shall be deemed to refer to any successor statute or law.

IN WITNESS WHEREOF, the undersigned has executed this 2007 Amended and Restated Declaration of Restrictions this 31<sup>st</sup> day of May, 2007.

Corporation:

OAKS NORTH MANAGEMENT CORPORATION NO. TWO,  
a California nonprofit mutual benefit corporation

By: Janet L. Busse  
President

By: Evelyn G. Pinner  
Secretary

STATE OF CALIFORNIA )  
  )  
COUNTY OF SAN DIEGO )

On 5-31-07, before me, Janet L. Miller, Notary Public, personally appeared Janet L. Busse and Evelyn G. Pinner,

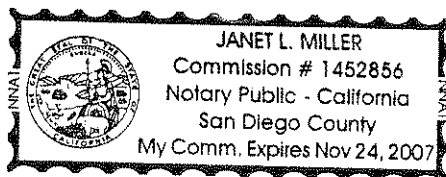
personally known to me

- OR -

proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.



Janet L. Miller  
Notary Public

## EXHIBIT "A" - CONDOMINIUM PROPERTY LEGAL DESCRIPTION

Lots 95 and 96 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, on September 11, 1973

Parcel 1 of Parcel Map No. 4281 according to Map thereof on file in the Office of the County Recorder of San Diego County, being a division of Lot 97 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, on September 11, 1973

Parcel 2 of Parcel Map No. 4281 according to Map thereof filed in the Office of the County Recorder of San Diego County, on December 1, 1975, being a division of Lot 97 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, on September 11, 1973

Parcel 1 of Parcel Map No. 4433 according to Map thereof filed in the Office of the County Recorder of San Diego County, on February 4, 1976 being a division of Lot 98 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, on September 11, 1973

Parcel 2 of Parcel Map No. 4433 according to Map thereof filed in the Office of the County Recorder of San Diego County, on February 4, 1976 being a division of Lot 98 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, on September 11, 1973

Parcel 3 of Parcel Map No. 4433 according to Map thereof filed in the Office of the County Recorder of San Diego County, on February 4, 1976 being a division of Lot 101 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, on September 11, 1973

Parcel 4 of Parcel Map No. 4433 according to Map thereof filed in the Office of the County Recorder of San Diego County, on February 4, 1976 being a division of Lot 101 of Oaks North Unit No. 3 according to Map thereof No. 7739 filed in the Office of the County Recorder of San Diego County, on September 11, 1973

## EXHIBIT "B" - REAL PROPERTY LEGAL DESCRIPTION

All that portion of Rancho San Bernardo, in the City of San Diego, County of San Diego, State of California, according to Record of Survey Map No. 6081, as filed in the office of the Recorder of said County on August 9, 1962, more particularly described as follows:

Beginning at a point in the Easterly line of said Rancho San Bernardo as shown on said Record of Survey Map No. 6081, distant thereon North 25°37'51" East, 514.49 feet from an angle point in said boundary shown as corner No. 5 of said Rancho San Bernardo of said Record of Survey (y = 312, 820.78; x = 1, 754, 332.85 according to "California Coordinate System, Zone 6" as shown on said Record of Survey Map No. 6081); thence North 80°46'53" West 193.39 feet to a point in the arc of a 1000.00-foot radius curve, concave Westerly, a radial line to said point bears South 80°46'53" East; thence Northerly along the arc of said curve through a central angle of 06°43'07", a distance of 117.26 feet; thence radial to said curve North 87°30'00" West, 28.00 feet; thence North 70°00'26" West, 70.39 feet; thence North 69°54'35" West, 66.18 feet; thence North 50°54'21" West, 71.78 feet; thence North 37°37'07" West, 71.68 feet; thence North 44°11'26" West, 80.68 feet; thence North 43°18'09" West, 88.25 feet; thence North 45°06'06" West, 89.78 feet; thence North 50°15'41" West, 90.35 feet; thence North 57°21'07" West, 91.93 feet; thence North 47°48'14" West, 84.00 feet; thence North 53°50'30" West, 35.43 feet; thence South 84°34'41" West, 65.99 feet; thence North 53°02'32" West, 86.93 feet; thence North 63°05'25" West, 88.30 feet; thence South 20°22'53" West, 24.00 feet; thence North 66°35'58" West, 172.64 feet; thence North 82°20'39" West, 86.35 feet; thence South 06°27'31" West, 6.00 feet; thence North 78°19'20" West, 89.51 feet; thence South 88°23'50" West, 80.15 feet; thence North 87°38'33" West, 55.00 feet; thence South 80°48'28" West, 35.07 feet; thence South 09°48'52" East, 21.00 feet; thence South 73°40'34" West, 91.27 feet; thence South 17°52'13" East, 10.00 feet to the most Northerly corner of Lot No. 2063 of Gatewood Hills, Unit No. 5, according to Map thereof No. 6677, filed in the office of the Recorder of the County of San Diego on July 7, 1970; thence Westerly along the boundary of said subdivision as follows:

South 72°13'30" West 145.81 feet; North 35°46'01" West 149.71 feet; North 46°25'41" West 71.35 feet; North 58°39'33" West 65.86 feet; North 70°23'58" West 65.86 feet; North 76°54'33" West 72.71 feet; North 16°07'09" East 7.26 feet; North 65°14'39" West 120.00 feet to a point in the arc of a 372.00-foot radius curve concave; Easterly, a radial line to said point bears North 65°14'39" West; Northerly along the arc of said curve, through a central angle of 01°12'57", a distance of 7.89 feet; North 64°01'42" West 186.88 feet; North 76°58'14" West 51.00 feet to the most Northerly corner of said Gatewood Hills, Unit No. 5, being a point in the arc of a 1335.71-foot radius curve concave Easterly in the centerline of Pomerado Road (102.00 feet in width), as shown on said Map No. 6677, a radial line to said point bears North 76°58'14" West; thence leaving the boundary of said subdivision and along the centerline of said Pomerado Road, as shown on Bernardo Greens, Unit No. 20, according to Map thereof No. 6189, filed in the office of the Recorder of said San Diego County on September 10, 1968, on Bernardo Greens, Unit No. 21, according to Map thereof No. 6349, filed in the office of the Recorder of said San Diego County on May 1, 1969, and on Resubdivision No. 1 of said Bernardo Greens, Unit No. 21, as follows:

Northerly along the arc of said curve, through a central angle of 02°53'20", a distance of 67.35 feet; tangent to said curve North 15°55'06" East 321.29 feet to the beginning of a 1000.00-foot radius tangent curve, concave Westerly, therein; Northerly along the arc of said curve, through a central angle of 29°16'43" a distance of 511.01 feet; tangent to said curve North 13°21'37" West 1146.99 feet to the beginning of a 1000.00-foot radius tangent curve, concave Easterly; Northerly along the arc of said curve, through a central angle of 09°44'50", a distance of 170.12 feet; tangent to said curve North 03°36'47" West 1245.00 feet to the beginning of a 5000.00-foot radius tangent curve, concave Easterly; Northerly along the arc of said curve, through a central angle of 02°26'35", a distance of 213.20 feet; tangent to said curve North 01°10'12" West 768.08 feet to the beginning of a 1000.00-foot radius tangent curve, concave Westerly; Northerly along the arc of said curve, through a central angle of 06°04'22", a distance of 105.99 feet; thence leaving the centerline of said Pomerado Road North 82°45'26" East, 51.00 feet; thence North 88°10'49" East, 133.00 feet; thence South 83°57'13" East 186.00 feet; thence South 76°26'38" East, 167.00 feet; thence South 82°10'39" East, 245.00 feet; thence South 73°46'55" East, 642.73 feet; thence North 42°25'36" East, 629.96 feet; thence North 11°26'58" East, 173.00 feet; thence South 84°40'14" East, 748.89 feet; thence South 31°13'06" East, 192.94 feet; thence South 45°43'31" East, 279.33 feet; thence South 70°51'07" East, 381.08 feet; thence South 85°19'04" East, 428.76 feet; thence South 34°38'45" East, 1699.18 feet to a point in the aforementioned Easterly line of Rancho San Bernardo; thence along said Easterly line South 25°37'51" West, 4433.75 feet to the Point of Beginning.

Excepting therefrom:

All that portion of Rancho San Bernardo, in the City of San Diego, County of San Diego, State of California, according to Record of Survey Map No. 6081, as filed in the office of the Recorder of said County on August 9, 1962, more particularly described as follows:

Beginning at the most Northerly corner of Gatewood Hills, Unit No. 5, according to Map thereof No. 6677, filed in the office of the Recorder of the County of San Diego on July 7, 1970, being a point in the arc of a 1,335.71-foot radius curve, concave Easterly, in the centerline of Pomerado Road (102.00 feet in width), as shown on said Map No. 6677, a radial line to said point bears North 76°58'14" West; thence along the centerline of said Pomerado Road as shown on Bernardo Greens, Unit No. 20, according to Map thereof No. 6189, filed in the office of the Recorder of said San Diego County on September 10, 1968, and on Bernardo Greens, Unit No. 21, according to Map thereof No. 6349, filed in the office of the Recorder of said San Diego County on May 1, 1969, as follows:

Northerly along the arc of said curve, through a central angle of 02°53'20", a distance of 67.35 feet; tangent to said curve North 15°55'06" East 321.29 feet to the beginning of a 1,000.00-foot radius tangent curve, concave Westerly, therein; Northerly along the arc of said curve, through a central angle of 29°16'43" a distance of 511.01 feet; tangent to said curve North 13°21'37" West 1,146.99 feet to the beginning of a 1,000.00-foot radius tangent curve, concave Easterly; Northerly along the arc of said curve, through a central angle of 09°44'50", a distance of 170.12 feet; tangent to said curve North 03°36'47" West

459.90 feet to the TRUE POINT OF BEGINNING; thence continuing along said centerline North 03°36'47" West 393.44 feet; thence leaving said centerline North 86°23'13" East 51.00 feet; thence South 83°35'41" East 248.63 feet; thence South 88°32'01" East 587.39 feet; thence North 64°57'29" East 808.93 feet; thence North 31°51'29" East 401.50 feet; thence North 03°26'39" East 597.00 feet; thence South 89°12'41" East 286.00 feet; thence South 00°21'19" West 623.00 feet; thence South 35°53'41" East 116.00 feet; thence South 35°54'29" West 748.50 feet; thence South 00°21'01" East 789.00 feet; thence South 85°49'19" East 277.58 feet; thence North 92°52'30" East 161.24 feet; thence North 73°13'44" East 152.49 feet; thence North 64°53'07" East 106.02 feet; thence North 44°44'35" East 157.69 feet; thence North 34°08'37" East 105.12 feet; thence North 18°48'43" East 96.14 feet; thence North 08°33'55" East 89.63 feet; thence North 25°54'29" East 476.73 feet; thence North 70°43'51" East 70.93 feet; thence South 64°26'46" East 280.16 feet; thence South 22°09'34" East 118.37 feet; thence South 20°07'38" West 387.00 feet; thence South 29°02'33" East 187.05 feet; thence South 47°37'46" East 712.09 feet; thence South 47°37'46" East 111.60 feet; thence South 10°23'29" East 47.77 feet; thence South 26°50'45" West 77.69 feet; thence South 04°36'05" West 42.71 feet; thence South 47°43'10" West 45.38 feet; thence South 26°50'45" West 291.33 feet; thence North 57°06'31" West 39.74 feet; thence North 45°27'00" West 176.96 feet; thence North 44°32'11" West 95.45 feet; thence North 36°02'32" West 58.77 feet; thence North 47°28'14" West 123.53 feet; thence North 52°40'19" West 59.88 feet; thence North 66°02'19" West 123.82 feet; thence North 40°30'00" West 105.00 feet; thence North 16°10'00" West 75.00 feet; thence North 24°55'00" West 90.25 feet; thence North 52°25'00" West 80.25 feet; thence South 90°00'00" West 56.81 feet; thence South 77°00'00" West 100.00 feet; thence South 58°09'39" West 681.10 feet; thence North 73°14'16" West 415.91 feet; thence North 85°12'51" West 287.00 feet; thence South 40°08'49" West 770.50 feet; thence South 57°31'01" East 398.50 feet; thence South 89°47'21" East 259.00 feet; thence North 74°08'59" East 478.00 feet; thence North 49°41'09" East 928.50 feet; thence North 72°30'00" East 76.00 feet; thence South 81°04'09" East 66.50 feet; thence South 50°30'00" East 54.00 feet; thence South 39°27'41" East 240.00 feet; thence South 42°33'29" West 706.00 feet; thence South 48°59'05" West 406.77 feet; thence North 68°24'12" West 95.00 feet; thence North 65°17'08" West 98.13 feet; thence North 72°00'00" West 47.95 feet; thence South 87°30'00" West 56.00 feet; thence South 74°32'19" West 445.50 feet; thence South 89°46'39" West 256.28 feet; thence North 00°13'21" West 11.09 feet; thence North 81°08'42" West 436.77 feet; thence South 68°05'35" West 216.51 feet; thence South 89°47'54" West 199.51 feet; thence North 86°50'45" West 51.00 feet to a point in the aforementioned centerline of said Pomerado Road, being a point in the arc of the aforementioned 1,000-foot radius curve, concave Westerly, a radial line to said point bears North 86°50'45" West; thence along said centerline and Northerly along the arc of said curve, through a central angle of 16°30'52", a distance of 288.23 feet; thence continuing along said centerline and tangent to said curve North 13°21'37" West 211.31 feet; thence leaving said centerline North 76°38'23" East 51.00 feet; thence North 89°59'59" East 167.05 feet; thence North 24°07'49" East 423.00 feet; thence North 47°01'19" East 108.67 feet to a point in the arc of a 370.00-foot radius curve, concave Northeasterly, a radial line to said point bears South 68°36'26" West; thence Northeasterly along the arc of said curve, through a central angle of 00°59'13", a distance of 6.37 feet, to a point of compound curvature with the arc of a 20.00-foot radius

tangent curve, concave Westerly; thence Northerly along the arc of said curve, through a central angle of  $60^{\circ}03'40''$ , a distance of 20.96 feet, to a point in the arc of a 70.00-foot radius reverse tangent curve, concave Southerly; thence Northerly along the arc of said curve, through a central angle of  $57^{\circ}16'20''$ , a distance of 69.98 feet, to a point in the arc of a 350.00-foot radius nontangent curve, concave Northwesterly, a radial line to said point bears North  $16^{\circ}19'14''$  West; thence Northeasterly along the arc of said curve, through a central angle of  $37^{\circ}55'17''$ , a distance of 231.65 feet to a point in the arc of a 100.00-foot radius tangent curve, concave Westerly; thence Northerly along the arc of said curve, through a central angle of  $43^{\circ}38'29''$ , a distance of 76.17 feet; thence tangent to said curve North  $7^{\circ}53'00''$  West 376.00 feet; thence North  $82^{\circ}07'00''$  East 186.00 feet; thence North  $32^{\circ}21'41''$  West 355.00 feet; thence North  $84^{\circ}53'41''$  West 851.98 feet; thence South  $86^{\circ}23'13''$  West 51.00 feet to the TRUE POINT OF BEGINNING.

Containing 320.90 acres, approximately.



## EXHIBIT "C" - MAINTENANCE LIST

The following is a listing of the items within the Condominium Property, the maintenance, repair and replacement duty for which Owners and the Corporation are responsible in accordance with Section 12.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supercede the Owner's obligations under Section 12.8 or any other similar provision in the Governing Documents.

COMPONENT(S)	OWNER	ASSOC
Air Conditioning System - Each Unit	√	
Appliances - Built-in	√	
Appliances - Free Standing	√	
Balcony/Deck - Membrane/Waterproofing		√
Bathtub Waste and Overflow	√	
Cabinets - in Units	√	
Carpeting - in Units	√	
Carport/Driveway/Parking Space - Concrete and Asphalt Surfaces		√
Caulking - Exterior		√
Caulking - Interior	√	
Ceilings	√	
Common Area Improvements - Owner Installed	√	
Common Area Improvements - Association Installed		√
Crawl Spaces in Attic		√
Doorbell - Exterior Components/Button Switch	√	
Doorbell - Interior Components; Wiring	√	
Doors - Entry - Frame & Door	√	
Doors - Entry - Locks and Hardware	√	
Doors - Entry - Painting - Exterior Surface	√	
Doors - Entry - Painting - Interior Surface	√	

COMPONENT(S)	OWNER	ASSOC
Doors - Entry - Weather Stripping/Waterproofing	√	
Doors - Interior	√	
Doors, Screen/Storm/Security	√	
Doors, Sliding Glass	√	
Doors, Sliding Glass - Frame and Tracks	√	
Doors, Sliding Glass - Screen	√	
Doors - Storage Room	√	
Doors - Utility		√
Drainage Systems (e.g., ditches, catch basins)		√
Drains - Bathtubs, Showers, Sinks	√	
Drains - Curb		√
Drains - Yards		√
Dryer Vents - Cleaning	√	
Dryer Vents - Repair	√	
Drywall - Damage Repairs (e.g., cracks, inside minor localized water damage, dents, holes, etc.)	√	
Drywall - Interior - Replace Unless Water Damage from Roof Leak	√	
Drywall - Interior - Replace Due to Water Damage from Roof Leak		√
Electrical Panel/Circuit Breakers/Interior	√	
Electrical Switches, Sockets, Wall Plates - Interior	√	
Electrical Wiring - Interior	√	
Exhaust Fans	√	
Exterior Building Surfaces		√
Exterior Faucets, Handles, Washers		√
Exterior Lighting Fixtures (Common Area)		√
Fences - Common Area		√
Fences - Individual	√	

COMPONENT(S)	OWNER	ASSOC
Fireplace - Chimney - Exterior		√
Fireplace - Chimney Flue and Spark Arrestor	√	
Fireplace - Chimney - Interior - Cleaning	√	
Fireplace - Fire Brick (fire box) <sup>1/</sup>	√	
Fireplace - Mantlepiece, Trim and Facing	√	
Floor		√
Floor Coverings - Carpet, Vinyl, Tile and Wood	√	
Front Entry Landings		√
Furnace - Unit Systems	√	
Garage Pedestrian Door	√	
Garage Door Openers	√	
Garage Doors - Replacement		√
Garbage Disposal	√	
Gas Lines - Below Ground from Meter to Unit	√	
Glass - Unit Windows/Doors	√	
Gutters & Downspouts		√
Hose Bibs		√
Insulation		√
Landscaping - Balconies	√	
Landscaping - Common Area; Greenbelt		√
Landscaping - Patios/Backyards	√	
Lighting Fixtures - Common Areas		√
Lighting Fixtures - Inside Units	√	
Lighting Fixtures - Outside - Front	√	
Lighting Fixtures - Outside - Patio	√	
Linoleum & Vinyl Flooring - Inside Units	√	

<sup>1/</sup>Ceramic brick walls of fireplace.

COMPONENT(S)	OWNER	ASSOC
Painting - Interior	√	
Patio/Balcony Deck Membranes/Waterproofing		√
Patio/Balcony Deck Railings - Painting (Inside/Outside Surfaces) - if never altered		√
Patio/Balcony Deck Railings - Painting (Inside/Outside Surfaces) - if altered	√	
Patio/Balcony Deck Railings - Replacement		√
Patio/Balcony Painting		√
Patio Cover - Paint, Maintain, Repair and Replace	√	
Plumbing Fixtures - Interior (Toilets/Tubs/Sinks/Faucets, etc.)	√	
Plumbing Lines - Inside Unit	√	
Plumbing Lines - Water - from Meter to Individual Unit Shut Off Valve		√
Plumbing Lines - Water - Serving Individual Unit from Shut Off Valve, Wherever Located	√	
Pressure Regulators	√	
Roof Decking		√
Roof Flashing & Other Roofing Components		√
Roof Shingles/Tiles		√
Roof Underlayment		√
Roof Vents		√
Sewer Lines and Back-Ups - Common Use Portion of Line		√
Sewer Lines and Back-Ups - Single Use	√	
Sidewalks - Common Areas		√
Slab		√
Sliding Patio Door Flashing/Waterproofing	√	
Sliding Patio Door Frames & Tracks	√	
Sliding Patio Door Hardware	√	
Sliding Patio Doors	√	

COMPONENT(S)	OWNER	ASSOC
Spraying for Household Pests (Ants, Fleas, etc.)	√	
Spraying for Landscaping Pests		√
Stucco Painting/Coloring		√
Stucco Repair & Replacement		√
Toilet - Wax Ring	√	
Trim - Wood - Exterior - Maintenance & Replacement		√
Trim - Wood - Exterior - Painting		√
Walls - Bearing, Studs, Frames, Tiedowns, Other Structural Items		√
Walls - Non-bearing	√	
Wallpaper/Paneling	√	
Water Heater - Individual	√	
Water Softeners	√	
Window and Slider Screens	√	
Window Flashing/Waterproofing		√
Window Frames	√	
Window Hardware	√	
Wiring - Cable TV	√	
Wiring - Electrical - Main Breaker	√	
Wiring - Electrical - From Main Breaker Outside to Interior Breaker in Unit	√	
Wiring - Electrical - All Wiring Serving Individual Unit	√	
Wiring - Telephone	√	

