

Owner's Residential Lot under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such Residential Lot. Any such statement may be relied on by any prospective purchaser or Mortgagee of the Residential Lot, but reliance on such statement may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

## **6.15 Collection of Assessments; Liens.**

**6.15.1 Right to Enforce.** The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to **Section 6.15.6** enforce the lien rights created. Suit to recover a money judgment for unpaid Assessments together with all other Additional Charges shall be maintainable without foreclosing or waiving the lien rights. Notwithstanding anything else to the contrary herein a monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Documents or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Association Property for which such Owner or Owner's Invitees was allegedly responsible or in bringing the Member and its Residential Lot into compliance with the Governing Documents of the Association may not be characterized nor treated as an assessment which may become a lien against the Member's Residential Lot enforceable by a sale of the interest hereunder. The limitation in the preceding sentence however, does not apply to any Additional Charges.

**6.15.2 Notice of Assessments and Foreclosure.** The Association shall distribute a written notice regarding assessments and foreclosure as set forth in California Civil Code Section 1365.1 during the sixty (60) day period immediately preceding the beginning of the Association's Fiscal Year.

**6.15.3 Delinquent Assessments.** In collecting delinquent assessments, the Association shall comply with the requirements of California law, including without limitation, California Civil Code Section 1367.1. As of the date of this Declaration, such laws require that, among other things, before the Association records a lien against the Owner's Residential Lot, the Association: (i) notify the delinquent Owner of certain matters, and (ii) offer and, if requested by the Owner, participate in, dispute resolution procedures pursuant to the Association's "meet and confer" program required in California Civil Code Sections 1363.810 through 1363.850.

**6.15.4 Creation of Lien.** If there is a delinquency in the payment of any Assessment (other than an Enforcement Assessment), any amounts that are delinquent, together with any Additional Charges, shall be a lien against each applicable defaulting Owner's Residential Lot upon the recordation in the Official Records of a notice of delinquent assessment ("**Notice of Delinquent Assessment**") as provided in California Civil Code Section 1367. After its recordation, the Notice of Delinquent Assessment shall be mailed to all Owners of record for the applicable Residential Lot for which the lien is being filed as provided in California Civil Code Section 1367.

**6.15.5 Assignment.** The Association may not voluntarily assign or pledge the Association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party except where provided under California Civil Code Section 1367.1(g).

**6.15.6 Notice of Default; Foreclosure.** The Association can record a notice of default and, subject to the requirements and limitations of California Civil Code Section 1367.4, can cause the Residential Lot with respect to which a notice of default has been recorded to be sold either in the same manner as a sale is conducted under California Civil Code Sections 2924, 2924b and 2924c or through judicial foreclosure and as provided in California Civil Code Section 1367.1. However, as a condition precedent to the holding of any such sale under Section 2924c, appropriate publication shall be made. In connection with any such sale, the Board is authorized to appoint a trustee for purposes of conducting the sale. If a delinquency is cured before sale of the Residential Lot or before completing a judicial

foreclosure, or if it is determined that a lien previously recorded against a Residential Lot was recorded in error, the Board shall apply payments and follow the procedures set forth in California Civil Code Section 1367.1. On becoming delinquent in the payment of any assessments, each delinquent Owner shall be deemed to have absolutely assigned all rent, issues and profits of its Residential Lot to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Residential Lot at foreclosure sale to acquire, hold, lease, mortgage and convey the Residential Lot and vote as an Owner of the Residential Lot.

**6.15.7 Payment of Assessments.** Any payments of sums due under this Article shall first be applied to Assessments owed, and only after Assessments owed have been paid in full shall the payments be applied to the Additional Charges. If an Owner requests a receipt after payment of a delinquent assessment, the Association shall provide a receipt which sets forth the date of payment and the individual who received such payment.

**6.16 Additional Charges.** In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any Assessments, each Owner agrees to pay Additional Charges incurred or levied by the Association including such additional costs, fees, charges and expenditures as the Association may incur or levy in the process of collecting from that Owner monies due and delinquent subject to California Civil Code Section 1366.

**6.17 Waiver of Exemptions.** Each Owner, to the extent permitted by Applicable Laws, waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of California in effect at the time any assessment or installment becomes delinquent or any lien is imposed.

**6.18 Subordination of Lien to First Mortgages.** When a Notice of Delinquent Assessment has been recorded, such assessment shall constitute a lien on such delinquent Owner's Residential Lot prior and superior to all other liens, except, (a) all taxes, (b) bonds, assessments and other levies which, by law, would be superior thereto, and (c) any First Mortgage now or hereafter placed upon any Residential Lot subject to assessment. The sale or transfer of any Residential Lot pursuant to judicial or nonjudicial foreclosure (excluding a transfer by a deed in lieu of foreclosure) of a First Mortgage 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 Residential Lot from any assessments thereafter becoming due or from the lien of any subsequent assessment. Where the Mortgagee of a First Mortgage or other purchaser of a Residential Lot obtains title to the same as a result of foreclosure (excluding a transfer by a deed in lieu of foreclosure), such acquiror of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Residential Lot that became due prior to the acquisition of title to such Residential Lot by such acquiror, except for a share of such charges or assessments resulting from a reallocation of such charges or assessments which are made against all Residential Lots.

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

**6.20 Personal Liability of Owner.** No Owner may exempt himself or herself from personal liability for assessments, nor any part thereof, levied by the Association, nor release the Residential Lot owned by him or her from the liens and charges hereof by waiver of the use and enjoyment of the Association Property, Association Maintenance Areas and facilities thereof, or by abandonment of such Owner's Residential Lot.

**6.21 Transfer of Property.** After transfer or sale of property within the Community, the selling Owner or Owners shall not be liable for any assessment levied on such Owner or Owner's Residential Lot

after the date of such transfer of ownership and written notice of such transfer is delivered to the Association. The selling Owner shall still be responsible for all assessments and charges levied on its Residential Lot prior to any such transfer.

**6.22 Failure to Fix Assessments.** The omission by the Board to fix the assessments hereunder before the expiration of any year, for that or the next year, shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration or a release of the Owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

**6.23 Property Exempt From Assessments.** The Association Property shall be exempt from the assessments, charges and liens created herein. Although no land or improvements devoted to dwelling use in the Community shall be exempt from assessments by the Association, Declarant, Guest Builders and the Owners shall be exempt from paying any portion of Regular Assessments which is for the purpose of defraying expenses and reserves directly attributable to the existence of any Improvements on the Association Property which are not complete at the time assessments commence, which exemption shall be in effect only until the earlier to occur of the following: (i) a notice of completion for the subject Association Property has been recorded, or (ii) the Association Property has been placed into use.

**6.24 Association Property Improvements.** In the event that the Improvements to be installed by Declarant or a Guest Builder on the Association Property have not been completed prior to the issuance by the DRE of a Public Report, and in the further event that the Association is the obligee under a bond to secure performance by the Declarant to complete such Improvements, then if such Improvements have not been completed and a notice of completion filed within sixty (60) days after the completion date specified in the planned construction statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any such Improvement, then the Board shall consider and vote on said question if such Improvements have not been completed and a notice of completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines not to take action to enforce the obligations secured by the bond, or does not vote on the question as above provided, then, in either such event, upon petition signed by Members representing five percent (5%) or more of the Voting Power of the Association, excluding the Voting Power of Declarant, the Board shall call a special meeting of the Members of the Association to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. Said meeting of Members shall be held not less than thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At said meeting a vote of a majority of the Voting Power of Members of the Association, excluding the vote of Declarant and any Guest Builder, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

## ARTICLE 7

### USE RESTRICTIONS

**7.1 Residential Use.** Residential Lots shall be used for residential purposes only; provided, however, any Residential Lot may be used for professional administrative or other business occupations so long as such occupations (a) are operated solely within the Residential Lot, (b) are conducted in conformance with all applicable governmental ordinances, (c) are merely incidental to the use of the Residential Lot as a residence, (d) the patrons or clientele of such occupation do not regularly visit or conduct business on the Residential Lot, (e) the business is operated by the Owner of the Residential Lot whose principal residence is the Residential Lot, by a tenant whose principal residence is the Residential Lot or by a member of such Owner's or tenant's family whose principal residence is the Residential Lot, (f) the operation of the business does not result in (i) the violation of any of the other provisions of this Declaration, (ii) any unreasonable increase in the flow of traffic within the Property, (iii) any unreasonable

odor, noise, or vibration outside of the Residential Lot, or (iv) parking problems within the Community. No other use shall be allowed except as specifically permitted by local ordinance; provided, however, Declarant or any Guest Builder may use any of the Residential Lots owned or leased back by Declarant or any Guest Builder as model homes and sales offices for the Community or for the sale of residences at any other community or project developed by Declarant.

**7.2 Commercial Use.** Except as otherwise provided in this Declaration, including without limitation **Section 7.1** above, no part of the Community shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

**7.3 Rental of Residential Lots.** An Owner shall be entitled to rent the Owner's entire Residential Lot (but not a portion thereof) subject to the restrictions contained in this Declaration, any contractual agreement between Declarant and each original Owner for such Owner's Residential Lot as to such parties, any other restrictions of record applicable to such Owner's Residential Lot and all Applicable Laws. Any rental or lease agreement shall be in writing, shall provide that the lease is subject to the Governing Documents and shall provide that any failure to comply with any provisions of the Governing Documents, shall be a default under the terms of the rental or lease agreement. A copy of the rental or lease agreement shall, upon request, be provided to the Association. The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Residence. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association. No Owner may lease such Owner's Residence for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the Owner provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes.

**7.4 Time Sharing.** A Residential Lot may not be divided or conveyed on a time increment basis (commonly referred to as "time sharing") of measurable chronological periods. The term "time sharing" as used herein shall be defined to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess the Residential Lot, Residential Lots or any portion thereof in the Community rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less.

**7.5 Animals.** Only domestic animals that are kept as household pets and are not kept, bred or raised for commercial purposes are permitted to be maintained within the Community. No Owner shall keep more than a total of two (2) domestic dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) within such Owner's Residential Lot. Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residence. No animal shall be permitted to be maintained, at any time, within any recreational areas situated within the Community. Notwithstanding the foregoing, the Association Rules may further limit or restrict the keeping of pets and the Board shall have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner or which constitutes a threat to the personal safety of any Owner in the sole and absolute opinion of the Board. Each person bringing or keeping a pet within the Community shall be absolutely liable to other Owners and their Invitees for any damage to persons or property caused by any pet brought upon or kept upon the Community by such person or any Invitee of such person. Each Owner shall clean up after such animals that have deposited droppings or otherwise used any portion of the Community. Animals belonging to Owners or Invitees of any Owner must be kept within an enclosure or on a leash held by a person capable of controlling the animal. Nothing contained herein shall constitute a restriction on seeing eye dogs.

**7.6 Antenna Restrictions.** No Owner shall install any antenna, satellite dish, or other over-the-air receiving device ("Antenna") (a) on any real property which such Owner is not entitled to

exclusively use or control, as provided in Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000 and any other Applicable Laws, rules and decisions promulgated thereunder (collectively "**Antenna Laws**"), (b) in a particular location if, in the Board's opinion, the installation, location or maintenance of such Antenna unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the Board, or (c) that is of a size larger than is permitted under the Antenna Laws. If an Owner is entitled to install an Antenna under the foregoing requirements, such Owner shall provide the Board with written notice that such Owner has installed or is about to install the Antenna. If an Owner desires to install an Antenna, other than as described in (a) through (c) above, such Owner may do so only upon the prior approval pursuant to **Article 9**. The Association shall not impose or enforce any restrictions upon Antennae that are inconsistent with the Antenna Laws. Notwithstanding any provision hereof, this Section shall be interpreted to comply with local, state and federal laws applicable to antennas in effect at the time of enforcement of this Section. In that regard, this Section shall not be interpreted or enforced in a manner which would (i) unreasonably delay or prevent installation, maintenance or use of such Authorized Antenna, (ii) unreasonably increase the cost of installation, maintenance or use, or (iii) preclude reception of an acceptable quality signal.

**7.7 Signs And Displays.** No sign, advertising device or other display of any kind shall be displayed in the Community, except for the following:

7.7.1 entry monuments, community identification signs, and traffic or parking control signs maintained by the Association;

7.7.2 for each Residential Lot, one (1) nameplate or similar Owner name or address identification which complies with the Architectural Guidelines;

7.7.3 for each Residential Lot, one (1) sign advertising the Residential Lot for sale or lease that complies with the following requirements, subject to Civil Code Sections 712 and 713:

(a) the sign is a reasonable size; and

(b) the sign is in compliance with the Architectural Guidelines or is otherwise authorized pursuant to **Article 9**;

7.7.4 noncommercial signs permitted by Civil Code Section 1353.6; and

7.7.5 such other signs or displays authorized pursuant to **Article 9**.

In addition to the foregoing, all signs must comply with all Applicable Laws. Notwithstanding the foregoing, Declarant and any Guest Builder shall have the right to display signs as set forth in **Article 10**.

**7.8 Parking And Vehicular Restrictions.**

7.8.1 **Authorized Vehicles.** The following vehicles are "Authorized Vehicles": (a) standard passenger vehicles including automobiles, (b) passenger vans designed to accommodate ten (10) or fewer people, (c) motorcycles, (d) pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less and vehicles which are the principal source of transportation for an Owner. Authorized Vehicles may be parked in any portion of the Property intended for parking of motorized vehicles; however, no Owner may park an Authorized Vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over driveways or sidewalks in the Community or extends beyond the limits of the space where the Authorized Vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Association Rules and to adapt these restrictions to other types of vehicles.

7.8.2 **Prohibited Vehicles.** The following vehicles are "Prohibited Vehicles": (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats), (b) commercial-type

vehicles (e.g., tank trucks, dump trucks, step vans, concrete trucks and limousines), unless otherwise authorized by the Board; (c) buses or vans designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, (e) trailers, (f) inoperable vehicles or parts of vehicles, (g) aircraft, (h) any vehicles or vehicular equipment deemed a nuisance by the Board, (i) dilapidated, dismantled or wrecked vehicles, (j) any vehicle which is under repair, and (k) any other vehicles not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept within the Community except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board.

**7.8.3 General Restrictions.** Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or under the control of an Owner or an Occupant of an Owner's Residence and kept in the Property must be parked in the assigned garage of that Owner to the extent of the space available or in the driveway of such Owner's Residential Lot; provided that each Owner shall ensure that any such garage accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant. No maintenance (except for Emergency maintenance) or restoration of any vehicle may be conducted anywhere on the Property, even in any enclosed garage.

**7.8.4 Parking Regulations.** The Association may establish additional regulations regarding any parking areas not assigned to individual Residences, including designating "parking," "guest parking," and "no parking" areas. Any vehicle parked within a fire lane may be towed without prior notice. An Owner may park or allow Owner and its invitees to park within the driveway of that Owner's Residential Lot. The Board may take all actions necessary to enforce all parking and vehicle use regulations for the Property including removing violating vehicles from the Property pursuant to California Vehicle Code Section 22658.2 or other Applicable Law. Notwithstanding the foregoing, the streets providing access to the Community are public streets which are owned, maintained and operated by the County. This Declaration does not encumber such public streets, nor does the Association have the right to regulate the public streets providing access to the Community.

**7.8.5 Garage Use.** The garages shall be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner, tenant or lessee to park the number of vehicles in the garage that the garage was designed for. Doors to garages shall be kept closed except during the removal or entry of vehicles therefrom or thereto. Each Owner shall ensure that such garage accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant. Nothing in this Section is intended to prevent Declarant from offering a garage conversion program (e.g., converting a three car garage into a two car garage) with respect to any Residential Lot built and sold by Declarant.

**7.9 Mechanics' Lien.** No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Residential Lot for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Association may, discharge the lien and charge the Owner an Enforcement Assessment for such cost of discharge.

## **7.10 Installations.**

**7.10.1 Generally.** This Section does not apply to Improvements installed by Declarant.

**7.10.2 Outside Installations.** Unless installed by Declarant or approved pursuant to **Article 9** the following items are prohibited: (a) outside installations, including balcony, patio or deck covers, wiring, air conditioning equipment, water softeners, other machines and other Improvements, (b) Improvements to deck or balcony railings, and (c) other exterior additions or alterations to any Residential Lot.

7.10.3 **Sports Apparatus.** No basketball standards or other fixed sports apparatus shall be constructed or maintained on any Residential Lot or attached to any Residence except as approved pursuant to **Article 9**. Portable basketball apparatus or other sports apparatus shall be permitted so long as such apparatus is moved into the interior of the garage or side of the Residence screened from view by 9:00 P.M. The Association Rules may further limit the use or placement of portable basketball or other sports apparatus. In accordance with City requirements, basketball or other sports apparatus shall not be placed in the public streets.

7.10.4 **Exterior Lighting.** Any exterior electrical, gas or other artificial lighting installed on any Residential Lot shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Residential Lot(s). To protect the Preserve and the habitat and wildlife therein, no exterior spotlight-type lighting shall be directed toward the Preserve. Further rules regarding exterior lighting may be promulgated by the Board.

7.10.5 **Outside Drying and Laundering.** No exterior clothesline shall be erected or maintained within the Community and there shall be no exterior drying or laundering of clothes on any Residential Lot.

7.10.6 **Window Coverings.** Temporary window coverings ("**Temporary Window Coverings**") in a design and color that does not conflict with the surrounding improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of ninety (90) days from the date that a Residential Lot is conveyed to an Owner by Declarant. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence. All window coverings (including Temporary Window Coverings) shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residential Lot.

7.10.7 **Fences, Etc.** No fences, awnings, ornamental screens, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as are authorized and approved in accordance with **Article 9**.

7.10.8 **Painting.** No Owner shall paint the exterior of the Owner's Residence or any other exterior improvements within a Residential Lot without prior approval in accordance with **Article 9** of this Declaration, except that no consent shall be required if an Owner repaints the exterior with the same color.

7.10.9 **Roof Mounted Equipment.** No Owner shall install roof mounted mechanical equipment; provided, however, that solar equipment or any other energy saving device shall be permitted provided it is approved in accordance with the procedure set forth in **Article 9**.

7.11 **Project Approvals.** Each Owner and the Association shall comply with all applicable requirements and restrictions set forth in the Project Approvals.

7.12 **Plant Species.** Neither the Association nor any Owner shall plant or use any of the plants listed on **Exhibit "C"** attached hereto and incorporated herein in landscaping any portion of the Property, which plants are prohibited within the Community for the protection of the habitat located within the Preserve.

7.13 **Mineral Exploration.** No Property within the Community shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind. No well for the production of, or from which there is produced, water, oil or gas shall be operated within the Community, nor shall any machinery, appliance or

structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No slant drilling shall be permitted.

**7.14 Association Maintenance Areas and Maintenance District Areas.** Each Owner shall be prohibited from placing, maintaining, constructing or planting any Improvements or other items, including without limitation, decks, stairs, walls, irrigation systems on any Association Maintenance Areas and/or Maintenance District Areas located within a Residential Lot. Additionally, each Owner shall be prohibited from altering or modifying the Association Maintenance Areas and/or Maintenance District Areas in any way; provided that each Owner shall have the right to access any Association Maintenance Areas and/or Maintenance District Areas that exists on such Owner's Residential Lot as may be necessary in connection with the maintenance of such Owner's Residence or other Improvements on such Owner's Residential Lot.

**7.15 Offensive Conduct, Nuisances.** Nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community. Unless otherwise permitted by the Association Rules, no Owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such Owner's Residential Lot. This Section shall not apply to reasonable and customary activities by Declarant or a Guest Builder.

**7.16 View Impairment.** There is no representation that any view exists from any Residential Lot. Each Owner, by accepting a deed to a Residential Lot, acknowledges that grading of, construction on or installation of Improvements, including landscaping, on other Residential Lots within the Property and on surrounding real property may impair whatever view may exist from the Owner's Residential Lot and each Owner consents to such impairment and waives any claim for view impairment. Each Owner and the Association, by accepting a deed to a Residential Lot or any Association Property, acknowledges that any construction or installation by Declarant, Guest Builders or by other Owners as provided in **Article 9** hereof, may impair the view of such Owner, and each Owner and the Association on behalf of the Members hereby consent to such impairment. By accepting a deed to a Residential Lot, each Owner acknowledges that: (a) there are no protected views, and no Residence is assured of the existence, quality or unobstructed continuation of any particular view and neither Declarant nor any Guest Builder makes any representation or warranty that there are now, or will be in the future, any such views or that any view will impact the view or desirability of any Residential Lot, (b) any view from the Residential Lot is not intended as part of the value of the Residential Lot and is not guaranteed; and (c) any future development, construction, landscaping, growth of trees, or other installation of Improvements by Declarant or other owners in the Community or of properties surrounding the Community may impair the view from any Residential Lot. There are no express or implied easements appurtenant to any Residential Lot for view purposes or for the passage of light and air over another Residential Lot, or any other property whatsoever.

**7.17 Drainage.** There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage with the prior written approval pursuant to **Article 9**. For the purpose hereof, "established" drainage in any Phase is defined as the drainage that exists at the time of the first close of escrow for the sale of a Residential Lot in such Phase, or that is shown on any plans approved by the Architectural Committee. Each Owner shall maintain the drainage situated within any Residential Lot (including any Cross Lot Drainage Facilities located within any Residential Lot) free of debris and any other material that may impede the flow of water. If such Owner fails to maintain such drainage and, as a result, imminent danger to person or property may result, then the Association shall have the right of access onto the Residential Lot for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party ("Entering Party") shall use reasonable care so as to not cause any damage to the Residential Lot. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris pursuant to this Declaration.

**7.18 Cross Lot Drain Facilities.** The Owners of Residential Lots upon which Cross Lot Drain Facilities are located shall be prohibited from damaging, altering, modifying or interfering with any Cross



Lot Drain Facilities, including the erection, placement or construction of any building, obstruction or other structure, plant any tree, drill or dig any well, within that portion of the Residential Lot upon which the Cross Lot Drain Facilities are located.

**7.19 Compliance With Requirements Regarding Community Storm Water Pollution.**

Each Owner acknowledges that water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that such Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from an Owner's Residential Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Owners within the Community are required to comply with such restrictions. Owners are encouraged to consult with the County, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

**7.19.1 Storm Water Pollution Prevention Best Management Practices.** To comply with the requirements of the County in connection with the storm water pollution prevention best management practices, each Owner and the Association agrees that it will, at all times, maintain all Improvements located on a Residential Lot, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that Declarant has installed any erosion protection devices (e.g., sandbags), an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot, and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles within an Owner's Residential Lot shall be covered and closed at all times except when disposing of trash. The Association and the Owners shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as Common Expenses.

**7.19.2 Liability to Declarant.** So long as Declarant owns any Residential Lot within the Community, if an Owner or the Association is not in compliance with the provisions of this Section and as a result, Declarant may incur any liability, Declarant shall have the right but not the obligation to enter upon the Residential Lot to correct such violation. Any Owner who violates the requirements of this Section and the Association shall indemnify, protect, defend and hold Declarant and Declarant's officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall, within fifteen (15) days after request from Declarant, reimburse Declarant for any costs and expenses incurred by Declarant in correcting any violation by any Owner of this Section.

**7.20 Trash.** Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within fenced sideyards or garages except on the scheduled day for trash pickup. All trash containers shall be maintained such that the lids remained closed to prevent excessive odor from emanating therefrom. Owners shall comply with the Association Rules regarding trash disposal and recycling.

**7.21 Landscaping.** Each Owner shall landscape the Residential Lot that is not landscaped by Declarant as part of the initial conveyance by Declarant, in accordance with plans approved pursuant to **Article 9**. Each Owner shall submit plans and obtain approval as provided in **Article 9** no later than four (4) months after the conveyances of the Residential Lot by Declarant to an Owner and shall install such landscaping by the date which is no later than six (6) months after the conveyance of the Residential Lot by Declarant. Prior to installing any landscaping on an Owner's Residential Lot, the Owner shall be responsible for ensuring that there is no runoff from the Owner's Residential Lot and the Owner shall be required to take such action as may be reasonably necessary to prevent any runoff, including, if necessary, installing landscaping in advance of such six (6) month date. During landscaping of an Owner's Residential Lot, landscaping and construction materials must be stored only upon the Owner's Residential Lot. Such materials must be properly contained to prevent spillover into the Association Property. Should spillover occur, spilled material must be swept and placed in a container. Spilled materials shall not be washed into the storm water curb drain inlets. Temporary erosion or sediment control devices were installed by Declarant or Guest Builder during construction of the Community. Owners shall not remove any temporary erosion or sediment control devices installed by Declarant or Guest Builder until Owner's Residential Lot is landscaped and the plantings are established. Owner is responsible for preventing sediment leaving Owner's Residential Lot. Each Owner shall be liable to the Declarant for any damage resulting from failure to prevent sediment from leaving the Owner's Residential Lot, shall indemnify, protect, defend and hold the Declarant entirely free and harmless from any and all liability, actions, penalties or damages arising from or attributable to any such runoff.

**7.22 Slope Control, Use and Maintenance.** Each Owner shall keep, maintain, water, plant and replant all slopes located on such Owner's Residential Lot (except for any slope located within the Association Maintenance Areas), so as to prevent erosion and to create an attractive appearance. It shall be the duty of all Owners to conduct all construction and installation of improvements on such slopes in accordance with any guidelines or rules adopted by the Board for maintenance of such slopes. Thereafter each Owner shall keep, maintain, water, and replant all in such a manner as to protect the integrity of such Owner's Residential Lot and all adjoining Residential Lots and the structural improvements thereon. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on such slopes that may damage or interfere with established slope ratios, create erosion or sliding problems, or that may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

**7.23 Post Tension Slabs.** The concrete slabs for Residences in the Community may be reinforced with a grid of steel cables that were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g. to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Residence and/or personal injury. By accepting a grant deed to a Residence in the Community, each Owner specifically covenants and agrees that: (a) such Owner shall not cut into or otherwise tamper with the Post Tension Slab; (b) such Owner shall not knowingly permit or allow any person to cut into or tamper with the Post Tension Slab so long as such Owner owns any interest in the Residence; (c) such Owner shall disclose the existence of the Post Tension Slab to any tenant, lessee or subsequent purchaser of the Residence; and (d) such Owner shall indemnify, protect, defend and hold Declarant and its respective officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including, without limitation, attorneys' fees) arising from any breach of this Section.

**7.24 Compliance With Applicable Laws, Etc.** Nothing shall be done or kept in any Residential Lot or in the Association Property that might increase the rate of, or cause the cancellation of, insurance for the Community, or any portion of the Community. No Owner or the Association shall permit anything to be done or kept in his or her Residential Lot or the Association Property that violates any Applicable Laws, including any Applicable Laws, ordinances or statutes pertaining to the use or storage of any hazardous, contaminated or toxic materials.

**7.25 Gas Pipeline Restricted Areas.** Gas pipeline easement areas for construction, maintenance, repair, operation and replacement of gas lines are located on portions of the Community as

designated on a Supplementary Declaration. Gas lines are explosive, and death or injury could result if a gas leak or rupture occurs. Owners and the Association are strictly forbidden from digging, grading or otherwise disturbing the area located within the Gas Pipeline Restricted Areas. Owners and the Association are strictly forbidden from constructing block walls and retaining walls or other structures within the Gas Pipeline Restricted Areas. In addition to the foregoing restrictions, Owners and the Association may not alter the landscaping originally installed by Declarant in the Gas Pipeline Restricted Area, and in no event shall any Owner plant any trees, bushes or other vegetation with invasive roots within the Gas Pipeline Restricted Areas. Each Owner hereby acknowledges that if these high pressure gas lines rupture or crack, property damage, serious injury and/or death might occur. While adherence to the restrictions provided for in this **Section 7.25** might reduce the chances of property damage, injury or death, the existence of gas pipelines is inherently unsafe and there are no guarantees regarding safety.

**7.26 Notice of Airport In Vicinity.** The Property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. Each Owner should consider what airport annoyances, if any, are associated with the Property before such Owners completes its purchase and determine whether such annoyance are acceptable to such Owner.

**7.27 Exemption of Declarant and Guest Builder.** The restrictions set forth in this Article shall not apply to Declarant or Guest Builder so long as Declarant or Guest Builder is exercising any of its rights under **Article 10** or any other rights or powers or easements reserved to Declarant or Guest Builder under this Declaration.

## ARTICLE 8

### MAINTENANCE RESPONSIBILITIES

**8.1 Maintenance.** Unless the context otherwise requires, as used in this **Article 8**, "maintenance", "maintain" or "maintaining" means the operation, inspection, maintenance, repair, restoration and replacement of the areas and facilities designated for maintenance by the Association or Owner. To the extent repair, restoration and replacement is required as a result of damage or destruction under **Article 12**, then the repair and replacement shall be governed by the provisions of **Article 12**.

#### **8.2 Maintenance Obligations of Owners.**

**8.2.1 Maintenance of Residential Lots.** Subject to any provisions of the Governing Documents, each Owner shall maintain Owner's Residence and all Improvements situated within the Residential Lot in a good condition of maintenance and repair and in conformance with all Applicable Laws and the Governing Documents.

**8.2.2 Mailbox Locks.** Unless the Association elects to undertake the maintenance, each Owner is responsible for the maintenance of any locks on such Owner's mailbox.

**8.2.3 Maintenance Obligations.** Each Owner shall perform any maintenance imposed on the Owner's Residential Lot in a Supplementary Declaration.

**8.2.4 Quality of Maintenance.** All such maintenance shall be performed in such a manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof, protect the value thereof in compliance with all requirements of the Maintenance Obligations. Any such maintenance of any of the foregoing which is visible from outside of a Residential Lot shall be consistent with the existing design, aesthetics and architecture of the Community.

8.2.5 **Compliance with Maintenance Obligations.** By accepting a deed to a Residential Lot, Owner acknowledges and agrees that each Owner is required to comply with all of the Maintenance Obligations and schedules set forth in the Homeowner Maintenance Guide and each Owner is further obligated to provide a copy of all documents describing Maintenance Obligations to any successor purchaser of such Owner's Residential Lot.

8.3 **Owner's Failure to Maintain.** If an Owner fails to maintain the areas and items as provided above or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Association to preserve the attractive appearance thereof and protect the value thereof, the Association shall give written notice to such Owner, stating with particularity the work of maintenance or repair which the Association finds to be required and requesting that the same be carried out within a period of thirty (30) days from the giving of such notice. In the event the Owner fails to carry out such maintenance or repair within the period specified by the notice, the Association shall cause such work to be completed and shall assess the cost thereof to such Owner as an Enforcement Assessment in accordance with the procedures set forth in this Declaration.

8.4 **Maintenance Obligations of Association.** The Association shall be responsible for maintaining, repairing, replacing and otherwise caring for all Association Property (excluding the Flood Control Maintained Facilities and Maintenance District Areas, if any), Association Maintenance Areas and all other areas required to be maintained by the Association in a good condition of maintenance and repair and in accordance with the requirements set forth in the Association Maintenance Guide. Notwithstanding the foregoing, the contractors or subcontractors of Declarant may be contractually obligated to maintain the landscaping or other Improvements on the Association Maintenance Areas pursuant to warranties or other existing contractual obligations to Declarant. The Association shall not interfere with the performance of such warranty or other contractual maintenance obligations. Maintenance performed by such contractors or subcontractors of Declarant shall not serve to postpone the commencement of Regular Assessments pursuant to this Declaration, nor entitle an Owner to claim any offset or reduction in the amount of such Regular Assessments. The Association's maintenance obligations shall include, without limitation, the following.

8.4.1 **Detention Basin and Storm Drain Facilities.** The Association shall manage and maintain the Association Property, including without limitation the Detention Basin(s) and Storm Drain Facilities, in accordance with the Water Quality Management Plan and the Association maintenance responsibilities for such Improvements set forth on **Exhibit "D."** It is currently anticipated that the landscaping within the Detention Basin will be maintained by Valley Wide Maintenance District; the major storm drain facilities within the Detention Basin will be maintained by Riverside County Flood Control and minor storm drain improvements within the Detention Basin will be maintained by the Association. Such Maintenance Obligations may be modified in a Supplementary Declaration.

8.4.2 **Association Property.** The Association shall maintain the Association Property (except for Maintenance District Areas located thereon) in a good condition of repair, including all Improvements, landscaping, irrigation, monument signs and any private storm drains located on the Association Property.

8.4.3 **Potential Association Property.** In the event the County or Maintenance District transfers maintenance obligations for the Potential Association Property to the Association, the Association shall maintain such Potential Association Property as part of the Association Property and/or Association Maintenance Area.

8.4.4 **Cluster Mailboxes.** The Association shall maintain any cluster mailboxes servicing the Residential Lots within the Community, except that the Owners shall maintain the locks as provided in **Section 8.2.2.**

8.4.5 **Maintenance of Offsite Maintenance Areas.** The Association shall maintain and the portions of the Offsite Maintenance Areas accordance with all County requirements and restrictions, and any additional maintenance obligations set forth in a Supplementary Declaration.

8.4.6 **Association Maintenance Areas.** The Association shall maintain the Association Maintenance Areas and all Improvements designated for maintenance by the Association thereon.

8.4.7 **Additional Items.** The Association shall also be responsible for maintaining any Improvements designated in a Supplementary Declaration and/or that a majority of the Board or a majority of the Voting Power of the Association designates for maintenance by the Association.

**8.5 Maintenance of Fences and Walls.**

8.5.1 **Association Maintenance Obligations.** The Association shall maintain, in a good condition of maintenance and repair, and replace if necessary the fencing and walls designated for maintenance, repair and replacement by the Association on the Fencing Plan.

8.5.2 **Owner Maintenance Obligations.** Each Owner shall maintain, in a good condition of maintenance and repair, the fencing or walls situated on an Owner's Residential Lot, except for such fences or wall designated for maintenance by the Association on the Fencing Plan. Each such Owner shall also have the obligation to replace, as may be necessary, such fencing or walls, with fencing or walls approved in accordance with **Article 9.**

8.5.3 **Interior Fencing or Walls Between Two Residential Lots.** For any fencing or walls which separates two (2) Residential Lots, each Owner shall have the obligation to maintain the interior of the fence or wall and the Owners shall share, on an equitable basis, the cost of replacing such fencing. The Owner of each affected portion of the Property upon which a party wall or fence is located shall have a reciprocal non exclusive easement to the Property immediately adjacent to the interior fence for the limited purpose of maintaining the party wall or fence.

8.5.4 **Fencing or Walls Between Residential Lots and Association Property.** Unless otherwise designated on the Fencing Plan, if any interior fencing or walls separates a Residential Lot from Association Property, the Owner shall maintain the interior portion of the fencing or wall facing the Owner's Residential Lot and the Association or Maintenance District shall only be responsible for the removal of graffiti from the surface facing the Association Property. The Owner shall have the obligation to repair and replace the fencing or walls.

8.5.5 **Liability for Damage.** Notwithstanding any other provision of this **Section 8.5,** an Owner who by its negligent or willful act causes a wall or fence within the Community to be damaged shall bear the whole cost of repairing such damage.

8.6 **Duty to Protect Against Mechanics' Liens.** In performing its obligations for maintenance as provided in this Declaration, the Association and any Owner (for the purposes of this Section, the "**Contracting Party**", as applicable) shall each promptly pay all costs, expenses, liabilities and liens arising out of or in any way connected with contracts for any service, labor or materials provided or supplied to the Property or the construction of any Improvements authorized or undertaken by the Contracting Party. A Contracting Party shall not cause or permit any mechanic's lien to be filed against the Property for labor or materials alleged to have been furnished or delivered to the Property or any Property by the Contracting Party. If any Contracting Party causes a lien to be filed, such Contracting Party shall: (a) immediately either cause the lien to be discharged within ten (10) days after notice to such responsible party by the Contracting Party, or post a bond which protects the title of the affected Contracting Party to their Property; (b) indemnify, protect, defend and hold harmless the other Contracting Party, as applicable, from any loss, damage, liability, expense or claims whatsoever by reason of any lien which may be filed against the Property or the other Contracting Party, such Contracting Party's Property for such work or services performed or materials supplied by any architect, engineer or contractor with whom the Contracting Party has contracted or any other person acting directly or indirectly by, through or under such architect, engineer or contractor supplying services, labor, materials or equipment; and (c) pay all expenses incurred in connection therewith, including, without limitation, reasonable attorneys'

fees and costs of defending against the foregoing claims by another Owner and any costs of enforcing this indemnity prior to the defense thereof by the Contracting Party.

**8.7 Future Construction.** Nothing in this Declaration shall limit the right of Declarant to complete construction of Improvements to the Association Property and to Residences owned by Declarant or to alter them or to construct additional Improvements as Declarant deems advisable before completion and sale of the entire Community.

**8.8 Inspection of the Community.** The Association shall regularly inspect the Association Property, Association Maintenance Areas, Offsite Maintenance Areas and other areas maintained by the Association pursuant to this Declaration, including without limitation, the landscaping, drainage and irrigation systems serving or within such areas. The Association shall also comply with the requirements, including the inspection requirements set forth in the Association Maintenance Guide or any Project Approvals. The Association shall employ the services of such experts and consultants as are necessary to assist the Association in performing such inspections and follow any recommendations contained in the Association Maintenance Guide. The Association may, from time to time, make appropriate revisions to the Maintenance Guide, if any, based upon the Board's review of the Maintenance Guide, to update such Maintenance Guide to provide for maintenance according to current industry practices so long as such changes do not reduce the useful life or functionality of the items being maintained. The inspections required to be conducted by the Association under this Article shall take place as required under the Association Maintenance Guide. The inspectors shall provide written reports of their inspections to the Association and, if requested by Declarant, to Declarant promptly following completion thereof. If requested by Declarant, Declarant shall be invited to attend any such inspections. The written reports shall identify any items of maintenance or repair which either require current action by the Association or will need further review and analysis. Such written reports shall specifically include a review of all irrigation and drainage systems located within the Association Property. The Association shall report the contents of such written reports to Declarant (if not already provided by the inspector directly) so requested by Declarant and to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association meeting. The Association shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors and shall keep a record of all such matters in the Board's minutes. Any damage to any structure, landscaping or other improvements caused by the Association, or any of its officers, agents, employees or independent contractors, while performing such maintenance, repair or replacement work shall be repaired by the Association at its sole cost and expense.

## ARTICLE 9

### ARCHITECTURAL REVIEW

**9.1 Non-Applicability to Declarant and Guest Builders.** The provisions of this Article shall not apply to any Improvements installed by Declarant or Guest Builder and neither the Board nor, if appointed, the Architectural Committee shall have any rights of review or approval with respect thereto.

**9.2 Scope.** To the extent that an Owner is entitled under this Declaration to modify his or her Residential Lot in any manner following review and approval by the Board, no Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Residential Lot until the location and the complete plans and specifications showing the nature, kind, shape, height and materials, including the color ("**Plans and Specifications**"), have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board. In addition, the grade, level or drainage characteristics of the Residential Lot or any portion thereof shall not be altered without the prior written consent of the Board. An Owner shall also be obligated to obtain any approvals required by the City or other Governmental Agencies.

**9.3 Architectural Guidelines.** The Board may, from time to time and in accordance with Civil Code Section 1357.120, et seq., adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Guidelines." The Architectural Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Board review and guidelines for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community; provided, however, that said Architectural Guidelines shall not be in derogation of the standards required by this Declaration.

**9.4 Approval of Plans And Specifications.** Prior to the installation of any Improvements, the applicant shall submit a complete set of Plans and Specifications including evidence satisfactory to the Board that the proposed Improvements are acceptable under the terms of this Declaration and the Architectural Guidelines, and comply with all Applicable Laws ("**Application**").

**9.4.1 Time Periods for Review.** Within thirty (30) days after an Owner's proper application for approval, the Board shall consider and act upon such request. In the event the Board fails to approve or disapprove within thirty (30) days after all documents and information requested by the Board have been received by it, the Owner requesting said approval may submit a written notice to the Board advising the same of its failure to act. If the Board fails to approve or disapprove any such Application within fifteen (15) days after the receipt of said reminder notice, said Plans and Specifications shall be deemed approved, provided that any Improvements conform to all conditions and restrictions contained in this Article and are in harmony with similar structures erected within the Community. In granting or denying approval, the Board may give the Owner such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the Owner.

**9.4.2 Effectiveness of Approval.** The approval granted as provided above shall be effective for a period of ninety (90) days from the date of the issuance thereof, subject to extension by written approval of the Board.

**9.4.3 Approval of Solar Energy Systems.** Any Owner proposing to install or use a solar energy system, as defined in Civil Code Section 801.5 shall be subject to the same review and approval process as any Owner proposing to construct any Improvements or other actions requiring the approval of the Board pursuant to this Declaration. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

**9.4.4 Compliance With California Civil Code Section 1378.** In approving Plans and Specifications submitted to it pursuant to this **Article 9**, the Board shall comply with the requirements of California Civil Code Section 1378.

**9.5 Inspection And Correction of Work.** Inspection of work and correction of defects therein shall proceed as follows:

**9.5.1 Right of Inspection During Course of Construction.** The Board or its duly authorized representative may enter into any Residential Lot, from time to time, as provided below during the course of construction or installation of any Improvements for the purpose of inspecting the construction or installation. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of the Residence of such noncompliance. The Board may not enter into a Residence without obtaining the prior permission of the Owner or occupant of such Residential Lot; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Board during the daylight hours within forty-eight (48) hours of the request for entry.

9.5.2 **Notice of Completion.** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required under this Article, the Owner shall give written notice of completion thereof to the Association.

9.5.3 **Inspection.** Within thirty (30) days after receiving notice of completion, the Board, or its duly authorized representative, shall have the right to enter into a Residential Lot (but not the interior of the Residence situated therein), as provided in **Section 9.5.1** above, to inspect the Improvements to determine whether they were constructed or installed in substantial compliance with the approved Plans and Specifications. If the Board finds that such construction or installation, was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

9.5.4 **Non-Compliance.** If, upon the expiration of thirty (30) days from the date of notification of non-compliance, the Owner shall have failed to remedy such non-compliance, the Board, after affording the Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Enforcement Assessment against such Owner for reimbursement.

9.5.5 **Failure to Notify.** If for any reason the Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of the notice of completion from the Owner, the Improvements shall be deemed to be in accordance with said approved Plans and Specifications.

9.5.6 **Government Regulations.** In the event there is any conflict between the requirements or actions of the Board and the Applicable Laws relating to the Property, to the extent that such Applicable Laws are more restrictive, shall control, and the Board shall modify its requirements or actions to conform to the government regulations, ordinances or rules; provided, however, that if the Applicable Laws are less restrictive, the provisions of this Declaration shall nonetheless apply. The application to and the review and approval by the Board of any Plans and Specifications or other submittals by an Owner shall in no way be deemed to be satisfaction or compliance with any building permit process or other Applicable Laws or public utility requirements (hereinafter collectively referred to as "**Additional Requirements**") the responsibility for which shall lie solely with the Owner; provided, however, if the Additional Requirements are less restrictive than the provisions of this Declaration, and the other Governing Documents shall nonetheless apply.

9.6 **Diligence In Construction.** Upon approval by the Association of any Plans and Specifications, the Owner shall promptly commence construction of the Improvements and diligently pursue the same to completion.

9.7 **Fee For Review.** The Board shall have the right to establish a fee for the review and approval of Plans and Specifications that must be submitted to the Board pursuant to the provisions of this Article. The Board shall have the right to hire an engineer or other consultant, the opinion of which the Board deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

9.8 **Interpretation.** All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Board, and its decision shall be final, binding and conclusive on all of the parties affected. Notwithstanding the foregoing, in the event an Architectural Committee is appointed and the Architectural Committee disapproves any Applications submitted by an Owner



pursuant to this Article, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request for approval not more than thirty (30) days following the final decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the Owner.

**9.9 Waiver.** The approval by the Association of any Applications for any work done or proposed, or for any other matter requiring the approval of the Board under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar Plans and Specifications or matter subsequently submitted for approval.

**9.10 Estoppel Certificate.** Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall deliver an estoppel certificate, executed by a majority of its members, stating (with respect to any Residential Lot of said Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Residential Lot through the Owner, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such Persons deriving any interest through them.

**9.11 Liability.** Neither the Board, nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any Applications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved Applications; (c) damage to the Community or any property within the Community; or (d) the execution and filing of an estoppel certificate pursuant to **Section 9.10**, whether or not the facts therein are correct; provided, however, that the Board member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the Board, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any Applications or any other proposal submitted to the Board.

**9.12 Variances.** The Association may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least two (2) members of the Board and shall become effective upon recordation in the Office of the County Recorder. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Residential Lot and particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Residential Lot, including, without limitation, zoning ordinances and lot setback lines or requirements imposed by the County or any other governmental authority.

**9.13 Appointment of Architectural Committee.** The Board shall have the right to delegate its review and approval rights under this **Article 9** to an Architectural Committee. If the Board so elects, the Architectural Committee shall consist of three (3) members. One (1) alternate member may be designated by the Board to act as a substitute on the Architectural Committee in the event of absence or disability of any member. In the event the Board appoints an Architectural Committee, all rights hereunder shall apply to the Architectural Committee and all references to the Board shall be deemed to refer to the Architectural Committee.

**9.14 Compensation.** The members of any Architectural Committee appointed by the Board shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Association retains a professional architect, engineer or designer as a member of the Architectural Committee for the purpose of providing professional services, in which event reasonable compensation for such member shall be approved by the Board.

**9.15 Amendments.** Notwithstanding Article 15, no amendment, verification or rescission of this Article may be made, nor shall Declarant, or any successor thereof, be prohibited from completing the construction of the Community prior to the conveyance by Declarant, or its successor, of the last Residential Lot without the (a) written consent of Declarant, and the (b) recording of such consent in the Official Records.

## ARTICLE 10

### DEVELOPMENT RIGHTS

**10.1 Limitations of Restrictions.** Declarant and the Guest Builders are undertaking the work of developing Residential Lots and other Improvements within the Community. The completion of the development work and the marketing and sale, rental and other disposition of the Residential Lots is essential to the establishment and welfare of the Property and the Additional Property as a first class residential community. In order that the work may be completed and the Community be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant or, to the extent provided below, the Guest Builders the rights set forth in this Article.

**10.1.1 Access.** Declarant and the Guest Builders, and each of their contractors and subcontractors shall have the right to obtain reasonable access over and across the Association Property of the Community or do within any Residential Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Community and the marketing and maintenance thereof, and Declarant and its contractors and subcontractors shall have such rights of access over and across the Association Property for purposes of satisfying any obligation of Declarant that Declarant has secured by a bond in favor of the City or other Governmental Agency. Declarant shall have the right to keep any gate to the Community open during the construction, sale, and marketing of the Community.

**10.1.2 Construct Improvements.** Declarant, the Guest Builders, and each of their contractors and subcontractors shall have the right to erect, construct and maintain on the Association Property of the Community or within any Residential Lot owned by it such structures or Improvements, including, without limitation, sales offices flags, balloons, banners and signs, as may be reasonably necessary for the conduct of its business to complete the work, establish the Community as a residential community and dispose of the Community or other community or project owned by Declarant by sale, lease or otherwise, as determined by Declarant and Guest Builders in its sole discretion and to perform or complete any work to improvements required for Declarant and Guest Builders to obtain a release of any bonds posted by Declarant and Guest Builders with the County or any Governmental Agency.

**10.1.3 Grant Easements.** Declarant, the Guest Builder, and each of their contractors and subcontractors shall have the right to establish and/or grant over and across said Association Property such easements and rights of way on, over, under or across all or any part thereof to or for the benefit of the State of California, the County or any other political subdivision or public organization, or any public utility entity or cable television provider, for the purpose of constructing, erecting, operating and maintaining Improvements thereon, therein or thereunder at that time or at any time in the future, including: (i) roads, streets, walks, driveways, trails, parkways and park areas; (ii) poles, wires and conduits for transmission of electricity, providing telephone service and cable television service to the Community and for the necessary attachments in connection therewith; and (iii) public and private sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith. The Association Property shall be subject to any dedication stated in the Final Map for the Community of an

easement for public use for installation, maintenance and operation of facilities for public utilities over all of the Association Property. Said public utilities easement shall inure and run to all franchised utility companies and to the County, and the State and shall include the right of ingress and egress over the Association Property by vehicles of the County and the State and such utility companies to properly install, maintain, repair, replace and otherwise service such utility facilities. The grant of said public utility easement shall not be interpreted to imply any obligation or responsibility of any such utility company or the County or the State for maintenance or operation of any of the Association Property or the facilities located thereon or the repair, replacement or reconstruction thereof except for those Improvements owned by the utility companies, the County or the State, and except as occasioned by the negligence or willful misconduct of the utility companies, the County, or the State. The Association Property shall also be subject to any easements granted by Declarant to any public or private entity for cellular, cable or other similar transmission lines. Except for lawful and proper fences, structures and facilities placed upon the Association Property by utility companies, the Association Property subject to the public utility easement shall be kept open and free from buildings and structures. The County and the State furthermore is granted an easement across the Association Property for ingress and egress for use by emergency vehicles of the County and the State.

**10.2 Size and Appearance of Community.** Declarant shall not be prevented from increasing or decreasing the number of Residential Lots that may be annexed to the Community or from changing the exterior appearance of Association Property structures, the landscaping or any other matter directly or indirectly connected with the Community in any manner deemed desirable by Declarant, if Declarant obtains governmental consents required by law. The nature, design, quality and quantity of all Improvements to the Association Property and the Association Maintenance Areas shall be determined by Declarant, in its sole discretion.

**10.3 Marketing Rights.**

**10.3.1 General Rights.** Subject to the limitations of this Declaration, Declarant and the Guest Builders shall have the right to: (a) maintain model homes, sales offices, storage areas and related facilities in any unsold Residential Lots or Association Property within the Community as are necessary or reasonable, in the opinion of Declarant and any Guest Builders, for the sale or disposition of the Residential Lots in the Community or for the sale or disposition of the residences in any other communities or projects developed by Declarant; (b) make reasonable use of the Association Property and facilities for the sale of Residential Lots; (c) post signs, flags and banners in connection with the marketing of the Residential Lots; and (d) conduct its business of disposing of Residential Lots or other communities or projects owned by Declarant by sale, lease or otherwise.

**10.3.2 Agreement for Extended Use.** If following the fifth (5th) anniversary of the original issuance of a Public Report for the most recent Phase, Declarant or any Guest Builder requires exclusive use of any portion of the Association Property in that Phase for marketing purposes, Declarant or any Guest Builder may use the Association Property only if an agreement is entered into between Declarant and/or any Guest Builder and the Association. The agreement must specifically provide for a limited duration for such use and must provide for a specific reasonable rate of compensation to the Association by Declarant. Compensation shall be commensurate with the nature, extent and duration of the use proposed by Declarant and/or Guest Builder. In no event, however, shall Declarant be denied the rights to use the Association Property and any Residential Lots owned by Declarant as an Owner.

**10.4 Alterations to Map.** At anytime within three (3) years from the date that the first Residential Lot in a Phase is conveyed to an Owner other than Declarant, the boundaries of any Residential Lot or Association Property in that Phase may be altered by a lot line adjustment or other change reflected on a subsequently recorded Record of Survey, parcel map, final map or amended final map, provided that the altered boundaries are approved by Declarant and all owners of the Property involved in the boundary adjustment (the Board, with respect to property owned by the Association). Any alteration approved by Declarant may make minor changes to the number of Residential Lots in the Community. An alteration shall be effective upon recordation of the Record of Survey or map and, upon such recordation, the boundaries of the altered Residential Lot or Association Property shall be altered for

purposes of this Declaration to conform to the boundaries as shown on the Record of Survey or map. In the event the County vacates or does not accept any property offer for dedication in connection with the development of the Community by Declarant, such property shall be deemed to be Additional Property under this Declaration.

**10.5 Title Rights.** This Declaration shall not be construed to constitute a limitation on Declarant's title rights to the Additional Property prior to its Annexation, nor shall it impose any obligation on Declarant or any other Person to improve, develop or annex any portion of the Additional Property. The rights of Declarant under this Declaration may be assigned to any successor(s) by an express assignment in a recorded instrument, including without limitation, a deed, option or lease. This Declaration shall not be construed to limit the right of Declarant at any time prior to such an assignment to establish additional licenses, reservations and rights-of-way to itself, to utility companies, to the County, to the State, or to others as may be reasonably necessary to the proper development and disposal of property owned by Declarant.

**10.6 Power of Attorney.** Each Owner of a Residential Lot in the Community, by accepting a deed to a Residential Lot, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Additional Property which may be developed, if at all, by Declarant in its sole and absolute discretion, and (b) irrevocably appointed Declarant, for so long as Declarant owns all or any portion of the Additional Property, as its Attorney-in-Fact, for itself and each of its Mortgagees, optionees, grantees, licensees, trustees, receivers, lessee, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a Power of Attorney coupled with an interest to Declarant as its Attorney-in-Fact to prepare, execute, acknowledge and record any parcel map, final map or amended final map for all or any portion of the Property or Additional Property regardless of whether Declarant owns any interest in the property which is the subject of such parcel map, final map or amended final map. However, nothing herein shall be deemed or construed as an agreement by Declarant that any Owner shall be entitled to any participation in or discretion over the preparation and recordation of a parcel map, final map or amended final map for all or any portion of the Property or Additional Property. The acceptance or creation of any Mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

**10.7 Amendment.** The provisions of this Article may not be amended without the consent of Declarant until all of the Additional Property has been annexed to the Community and all of the Residential Lots in the Community owned by Declarant have been conveyed.

**10.8 Supplementary Declaration.** So long as Declarant owns any portion of the Property, Supplementary Declarations may be recorded by Declarant, without the consent of the Owners, for any of the purposes for which a Supplementary Declaration may be recorded.

## ARTICLE 11

### INSURANCE

#### 11.1 Association's Insurance Obligations

**11.1.1 Liability Insurance.** The Association shall obtain and maintain liability insurance providing coverage at least as broad as a current ISO general liability insurance form or its equivalent (including coverage for medical payments and coverage for owned and non-owned automobiles, if applicable), insuring the Association, the Declarant (as long as Declarant is the Owner of any Residential Lot and/or has any rights under **Article 10** of this Declaration), Guest Builder(s) (as long as Guest Builder(s) is the Owner of any Residential Lots and/or has any rights under **Article 10** of this Declaration) and the Owners as a group and not individually and against liability arising from the ownership, operation, maintenance and use of the Association Property by the Association and the performance by the Association of its duties under this Declaration. Coverage for such matters shall be primary to any

coverage provided by any other liability insurance policy maintained by such insureds. The limits of such insurance shall not be less than Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$ 3,000,000) general aggregate and shall at all times meet or exceed the minimum requirements of Section 1365.9 of the California Civil Code. Such insurance shall include a broad form named insured endorsement, if reasonably available, and may include coverage against any other liability customarily covered with respect to properties similar in construction, location and use, all as may be determined by the Board. Such policy shall include, if reasonably available as determined by the Board, a cross-liability or severability or interest endorsement insuring each insured against liability to each other insured.

11.1.2 **Property Insurance.** The Association shall obtain and maintain property insurance for the risks covered by, and providing coverage at least as broad as, a current ISO "special form" policy or its equivalent, insuring (a) all Improvements upon, within or comprising the Association Property and any other areas to be maintained, repaired or replaced by the Association, and (b) all personal property owned or maintained by the Association. Such insurance shall be maintained in the amount of the maximum insurable replacement value of the property to be insured thereunder, as determined annually by the Board. Such coverage may exclude land, foundations, excavations, and other items typically excluded from property insurance coverage on properties similar in construction, location and use.

(a) **Course of Construction.** Whenever any improvements or alterations required to be insured by the Association are in the course of construction, the insurance required under this Section, to the extent appropriate, shall be carried by the Association in builder's risk form written on a completed value basis, insuring against loss to the extent of at least the full replacement value of the insured property (excluding foundations and footings, except for earthquake coverage) of that which is being covered.

(b) **Business Interruption.** Such insurance shall cover, if reasonably available as determined by the Board, loss of rents or income to the Association from any source including Assessments, as well as extra expenses, expediting expenses, and continuing fixed expenses.

(c) **Payment of Insurance Proceeds.** Subject to the rights of Mortgagees, the proceeds from such property insurance shall be payable to the Association or an insurance trustee ("Trustee") to be held and expended for the benefit of the Association. The trustee shall be a commercial bank or other financial institution with trust powers in the county in which the Project is located that agrees in writing to accept such trust. If restoration is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

(d) **Primary.** With respect to all real and personal property to be insured by the Association under this Declaration, the property insurance maintained by the Association shall be primary and noncontributing with any other property insurance maintained by an Owner covering the same loss.

(e) **Endorsements.** The property insurance policy shall contain, to the extent available on commercially reasonable terms as may be determined by the Board, the following endorsements or their equivalents: agreed amount, boiler and machinery (to the extent applicable), inflation guard, ordinance or law, replacement cost, and such other endorsements as may customarily be obtained with respect to properties similar in construction, location and use, as may be determined by the Board.

(f) **Adjustment of Losses.** The Association shall timely file, pursue and complete the adjustment of all claims arising under the property insurance policies carried by the Association. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any property damage under any policy carried by the Association. The Board is granted full right and authority to compromise and settle any property damage claim under any policy of property insurance carried by the Association or enforce any such claim by legal action or otherwise and to execute releases in favor of any insurer with respect to any such claim.

(g) **Waiver of Claims and Subrogation.** The Association waives all claims against the Owners for any damage to the real and personal property that the Association is obligated under this Declaration to insure (including without limitation, any loss of use of such property), except that the Association may claim against an Owner for property damage caused by that Owner to the extent that the damage is within the amount of the deductible or self-insured retention, or (ii) such damage is caused by the negligence or willful misconduct of that Owner. Any property insurance policy obtained by the Association must contain a waiver of subrogation rights by the insurer consistent with this Section; provided, however, that a failure or inability of the Association to obtain such a waiver from an insurer shall not defeat or impair the waivers between the Association and the Owners as set forth herein. If an Owner is liable for damage under this Section, the Association may, after Notice and Hearing, levy an Enforcement Assessment equal to the cost of repairing the damage or any insurance deductible paid under the Association's insurance policy, as applicable, and the increase, if any, in insurance premiums directly attributable to such damage.

The waivers of claims and subrogation set forth in this subsection apply only in favor of the Owners and do not limit or waive, release or discharge any claims that the Association (or its insurers) may have against any third party, including without limitation any contractor, service provider, agent, or invitee, provided that such waivers shall also apply in favor of an Owner's tenant occupying a Residential Lot under a written lease agreement if and to the extent that the Owner has similarly agreed in such lease agreement to a waiver of claims and subrogation against such tenant.

11.1.3 **Fidelity Bond.** The Association shall maintain a fidelity bond in an amount equal to the greater of (a) the estimated maximum of funds, including reserves, expected to be regularly held by or on behalf of the Association or a managing agent at any given time during the term of the fidelity bond; and (b) three (3) months' aggregate of the Regular Assessments on all Residential Lots plus any reserve funds. If the Association maintains a bond, the bond shall name the Association as obligee and if the Association maintains insurance, the policy shall name the Association as the insured and shall insure against loss by reason of the acts of the employees of the Association, and any managing agent and its employees, whether or not such persons are compensated for their services.

11.1.4 **Worker's Compensation Insurance.** The Association shall maintain worker's compensation insurance to the extent necessary to comply with all Applicable Laws.

11.1.5 **Directors and Officers Insurance.** The Association shall maintain a policy insuring the Association's officers and directors against liability for their acts or omissions while acting in their capacity as officers and directors of the Association. The limits of such insurance shall be not less than One Million Dollars (\$1,000,000) and shall at all times meet or exceed the minimum requirements of Section 1365.7 of the California Civil Code.

11.1.6 **General Policy Requirements.** All insurance policies the Association is required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "A-/VII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to the Association. If an A.M. Best rating is not available, a comparable rating service may be used. Such insurance policies may have reasonable deductible amounts comparable to those customarily maintained with respect to properties similar in construction, location and use, as may be determined by the Board. The coverage amounts required for such insurance policies may be satisfied by any combination of primary and excess policies that collectively serve to satisfy the requirements of this Article.

11.1.7 **Copies of Policies.** Copies of all insurance policies of the Association shall be retained by the Association and open for inspection by Owners at reasonable times. All such insurance policies shall provide that they shall not be cancelable or substantially modified by the insurer without first giving at least 30 days prior notice in writing to the Owners and Eligible Holders, except that ten (10) days prior written notice shall be required if the cancellation is for non-payment of premiums. In addition to the foregoing, the Association shall provide to the Owners such information regarding the insurance of the Association as may be required by Applicable Law or under the Bylaws.

11.1.8 **Compliance with Federal Regulations.** Notwithstanding any other provisions contained herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the minimum insurance and fidelity bond requirements established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), or any successor to those entities, so long as any of the above is a Mortgagee or an Owner of a Residential Lot, except to the extent such coverage is not available or has been waived in writing by the FNMA, GNMA, and FHLMC as applicable. If the FNMA or FHLMC requirements conflict, the more stringent requirements shall be met.

11.2 **Review of Insurance.** The Board shall review the adequacy of all insurance required by this Declaration to be maintained by the Association at least once every year. The review shall include a reasonable determination of the replacement cost of all real and personal property required to be insured by the Association in accordance with **Section 11.1** of this Declaration without respect to depreciation.

11.3 **Board's Authority to Revise Insurance Requirements.** Subject to any statutory insurance requirements, the Board shall have the power and right to adjust and modify the insurance requirements set forth herein to require coverage and protection that is customarily carried by and reasonably available to prudent owners and associations of projects similar in construction, location and use. If the Board elects to materially reduce the coverage required to be maintained by the Association from the coverage required in this **Article 11**, the Board shall make all reasonable efforts to notify the Owners and Mortgagees of the reduction in coverage and the reasons therefore at least 30 days prior to the effective date of the reduction. The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee, if after a good faith effort, the Association is unable to obtain one or more of the insurance coverages required hereunder to the extent the insurance is no longer available, or, if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or if the Owners fail to approve any assessment increase needed to fund the insurance premiums.

11.4 **Compliance with Insurance Requirements in Documents of Record.** Each Owner shall obtain insurance as required by any document of record affecting such Owner's Residential Lot.

## ARTICLE 12

### DESTRUCTION OF IMPROVEMENTS AND CONDEMNATION

12.1 **Restoration Defined.** As used in this **Article 12**, the term "restore" shall mean repairing, rebuilding or reconstructing damaged Improvements to substantially the same condition and appearance in which it existed prior to fire or other casualty damage.

12.2 **Restoration Proceeds.** The costs of restoration of the damaged Improvement shall be paid first from any insurance proceeds paid to the Association under existing insurance policies. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association. If the insurance proceeds are insufficient to restore the damaged Improvement, the Board shall then add to the insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to pay the total costs of restoration, the Improvement shall be restored and the Board shall impose a Special Assessment for the cost of repairing and reconstructing Improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described above (but without the consent or approval of Members, despite any contrary provisions in this Declaration).

12.3 **Rebuilding Contract.** The Board or its authorized representative shall obtain bids from at least two (2) licensed and reputable contractors and shall accept the restoration work from whomever the Board determines to be in the best interests of the Members. The Board shall have the authority to enter into a written contract with the contractor for such restoration, and the insurance proceeds shall be

disbursed to the contractor according to the terms of the contract. The Board shall take all steps necessary to assure the commencement and completion of authorized restoration at the earliest possible date. Such restoration shall be commenced no later than one hundred eighty (180) days after the event requiring reconstruction and shall thereafter be diligently prosecuted to completion. Such restoration shall return the damaged Improvements to substantially the same condition and appearance in which it existed prior to the damage or destruction.

**12.4 Insurance Trustee.** All property insurance proceeds payable to the Association under the policy described in **Section 11.1**, subject to the rights of Mortgagees under **Article 13**, may be paid to a trustee as designated by the Board to be held and expended for the benefit of the Owners and Mortgagees, as their respective interests shall appear. The trustee shall be a commercial bank or other financial institution with trust powers in the country in which the Community is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

**12.5 Condemnation of Association Property.** If at any time all or any portion of any Association Property, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and shall be used for restoring the balance of the Association Property. To the extent the Association is not permitted by the governmental agency to rebuild, then such award shall be apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners, the Association and their respective Mortgagees to such area as their interests may appear according to the fair market values of each Residential Lot at the time of destruction, as determined by independent appraisal. The appraisal shall be made by a qualified real estate appraiser with an MAI certificate or the equivalent, which appraiser shall be selected by the Board. Any such award to the Association shall be deposited into the maintenance and operation account of the Association. The Association shall represent the interests of all Owners in any proceeding relating to such condemnation.

**12.6 Minor Repair and Reconstruction.** The Board shall have the duty to repair and reconstruct Improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Ten Thousand Dollars (\$10,000.00). The Board is expressly empowered to levy a Special Assessment for the cost of repairing and reconstructing Improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described above (but without the consent or approval of Members, despite any contrary provisions in this Declaration).

**12.7 Damage to Residences.** Restoration of any damage to the Residential Lots shall be made by and at the individual expense of the Owner of the Residence so damaged. In the event of damage or destruction of a Residential Lot that also causes damage to the Association Maintenance Area of such Residential Lot, the Owner of such Residential Lot shall have the obligation to restore the damaged or destroyed areas in a manner similar to the state of the Association Maintenance Area prior to the damage or destruction. In the event of a determination by an Owner not to restore the Residence, the Residential Lot shall be landscaped and maintained in an attractive and well-kept condition by the Owner thereof. All such repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Board as provided herein.

**12.8 Condemnation of a Residence.** In the event of any taking of a Residential Lot, the Owner (and such Owner's Mortgagees as their interests may appear) of the Residential Lot shall be entitled to receive the award for such taking and after acceptance thereof such Owner and such Owner's Mortgagee shall be divested of all further interest in the Residential Lot and membership in the Association if such Owner shall vacate such Owner's Residential Lot as a result of such taking. In such event, the Owner shall grant its remaining interest in the Association Property appurtenant to the Residential Lot so taken, if any, to the other Owners owning a fractional interest in the same Association Property, such grant to be in proportion to the fractional interest in the Association Property then owned by the other Owners.



## ARTICLE 13

### RIGHTS OF MORTGAGEES

**13.1 Conflict.** Notwithstanding any contrary provision contained elsewhere in the Governing Documents, the provisions of this Article shall control with respect to the rights and obligations of Mortgagees as specified herein.

**13.2 Liability for Unpaid Assessments.** Any Institutional Mortgagee who obtains title to a Residential Lot pursuant to the remedies provided in the First Mortgage (except upon a voluntary conveyance to the Institutional Mortgagee) or by foreclosure of the First Mortgage shall take the property free of any claims for unpaid assessments or charges against the Residential Lot which accrue prior to the acquisition of title to the Residential Lot by the Institutional Mortgagee.

**13.3 Payment of Taxes and Insurance.** All taxes, assessments and charges that may become a lien prior to the lien of any First Mortgagee shall be levied only to the individual Residential Lot and not the Project as a whole. Institutional Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against any Residential Lot or Association Property or Improvements situated thereon and may pay overdue premiums on property insurance policies or secure new property insurance coverage on the lapse of a policy for the Association Property. Institutional Mortgagees making such payments shall be owed immediate reimbursement for such expenditures from the Association and, on demand, the Association shall execute an agreement in favor of all Institutional Mortgagees reflecting entitlement to reimbursement.

**13.4 Notice to Eligible Holders.** An Eligible Holder is entitled to timely written notice of the following events:

**13.4.1 Condemnation.** Any condemnation loss or casualty loss that affects either a material portion of the Community or the Residential Lot on which the Eligible Holder holds a First Mortgage;

**13.4.2 Delinquency.** Any delinquency in the payment of assessments or charges owed by the Owner of a Residential Lot that is subject to a First Mortgage held by the Eligible Holder if the delinquency is not cured within sixty (60) days after its due date;

**13.4.3 Lapse in Insurance.** Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

**13.4.4 Actions Relating to Damage and/or Condition.** Any proposal to take any action specified in this Article or in Article 12;

**13.4.5 Defaults.** Any default by the Owner-Mortgagor of a Residential Lot that is subject to a First Mortgage held by the Eligible Holder in the performance of its obligations under this Declaration or the Bylaws which is not cured within sixty (60) days; or

**13.4.6 Actions Requiring Consents.** Any proposed action that requires the consent of a specified percentage of the Eligible Holders.

**13.5 Reserve Fund.** The Association shall maintain as a reserve fund a reserve account fund sufficient to pay for maintenance, repair and periodic replacement of Association Property Improvements that the Association is obligated to maintain. This reserve fund shall be funded by Regular Assessments of Owners that are payable in installments rather than by Special Assessment; provided, however, that this provision shall not be deemed to limit the power of the Association to levy any other type of assessment or charge authorized by this Declaration.

**13.6 Inspection of Books and Records.** Upon request, any Owner or First Mortgagee shall be entitled to inspect the books, records and financial statements of the Association, the Governing Documents and any amendments thereto during normal business hours or under other reasonable circumstances.

**13.7 Financial Statements.** The Association, at its expense, shall prepare an audited financial statement for the immediately preceding Fiscal Year and make the same available within one hundred twenty (120) days after the Association's Fiscal Year end to any Institutional Mortgagee that has submitted written request for it.

**13.8 Actions Requiring Eligible Holder Approval.** Unless at least sixty-seven percent (67%) of the Eligible Holders (based on one vote for each First Mortgage owned) and at least sixty-seven percent (67%) of the Owners other than Declarant have given their prior written approval, the Association shall not be entitled to:

13.8.1 By act or omission, seek to abandon or terminate the Community;

13.8.2 By act or omission abandon, partition, subdivide, encumber, sell or transfer any property or improvements owned, directly or indirectly, by the Association for the benefit of the Residential Lots and the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Community by the Association and Owners shall not be deemed a transfer within the meaning of this Section);

13.8.3 By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Residential Lots, the exterior maintenance of Residential Lots, or the upkeep of lawns, plantings or other landscaping in the Community;

13.8.4 By act or omission change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner;

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

13.8.6 Use hazard insurance proceeds for losses to any property or Improvements owned by the Association other than for the repair, replacement or reconstruction of such property and Improvements.

**13.9 Self-Management.** The vote or approval by written ballot of at least sixty-seven percent (67%) of the total Voting Power of the Association and Eligible Holders that represent at least a fifty-one percent (51%) majority of the Residential Lots that are subject to Mortgages held by Eligible Holders shall be required to assume self-management of the Community if professional management of the Community has been required by an Eligible Holder at any time.

**13.10 Mortgagee Protection.** A breach of any of the conditions contained in this Declaration shall not defeat nor render invalid the lien of any First Mortgage made in good faith and for value as to any Residential Lot in the Community; provided, however, that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Residential Lot if the Residential Lot is acquired by foreclosure, trustee's sale or otherwise.

**13.11 Subordination.** The lien of the assessments, including interest, costs (including attorneys' fees), and late charges subject to the limitations of California Civil Code Section 1367, provided for herein shall be subordinate to the lien of any First Mortgage with respect to any Residential Lots. Sale or transfer of any Residential Lot shall not affect the assessment lien.

**13.12 Distribution of Insurance and Condemnation Proceeds.** No Owner, or any other party, shall have priority over any right of Institutional Mortgagees of Residential Lots pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Residential Lots or Association Property. Any provision to the contrary in this Declaration or in the Bylaws or other documents relating to the Community is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Institutional Mortgagees naming the Mortgagees, as their interests may appear.

**13.13 Voting Rights on Default.** In case of default by any Owner in any payment due under the terms of any Institutional Mortgage encumbering such Owner's Residential Lot, or the promissory note secured by the Mortgage, the Mortgagee or its representative, on giving written notice to such defaulting Owner or Owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting Owner attributable to such Residential Lot at any regular or special meeting of the Members held during such time as such default may continue.

**13.14 Foreclosure.** If any Residential Lot is encumbered by a First Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments, shall not affect or impair the lien of the Mortgage. On foreclosure of the Mortgage, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Residential Lot free of the lien for assessments, including interest, costs (including attorneys' fees), and late charges levied by the Association with respect thereto or installments, that has accrued up to the time of the foreclosure sale. On taking title to the Residential Lot the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Residential Lot. The subsequently accrued assessments or other charges may include previously unpaid assessments provided all Owners, including the foreclosure-purchaser, and its successors and assigns are required to pay their proportionate share as provided in this Section.

**13.15 Non-Curable Breach.** Any Mortgagee who acquires title to a Residential Lot by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or that is not practical or feasible to cure.

**13.16 Loan to Facilitate.** Any Mortgage given to secure a loan to facilitate the resale of a Residential Lot after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article.

**13.17 Appearance At Meetings.** Because of its financial interest in the Community, any Mortgagee may appear (but cannot vote except as may be provided for herein) at meetings of the Members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or assessments.

**13.18 Right to Furnish Information.** Any Mortgagee can furnish information to the Board concerning the status of any Mortgage.

**13.19 Inapplicability of Right of First Refusal to Mortgagee.** No right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Residential Lot shall be granted to the Association without the written consent of any Mortgagee of the Residential Lot. Any right of first refusal or option to purchase a Residential Lot that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such Residential Lot, whether voluntary or involuntary, to a Mortgagee which acquires title to or ownership of the Residential Lot pursuant to the remedies provided in its Mortgage or by reason of foreclosure of the Mortgage or deed or assignment in lieu of foreclosure.

## ARTICLE 14

### COUNTY REQUIRED PROVISIONS

The provisions contained in **Section 14.1** below are required by the County of Riverside to be included verbatim. The Association formed pursuant to this Declaration is not a dormant association. In the event the County.

**14.1 County Required Verbatim Provision.** "Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall, if dormant, be activated, by incorporation or otherwise, at the request of the County of Riverside, and the property owner's association shall unconditionally accept from the County of Riverside, upon the County's demand, title to all or any part of the 'common area', more particularly described on Exhibit 'A', attached hereto. The decision to require activation of the property owners' association and the decision to require that the association unconditionally accept title to the 'common area' shall be at the sole discretion of the County of Riverside.

In the event that the 'common area', or any part thereof, is conveyed to the property owners' association, the association, thereafter, shall own such 'common area', shall manage and continuously maintain such 'common area', and shall not sell or transfer such 'common area', or any part thereof, absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. The property owners' association shall have the right to assess the owner of each individual lot or unit for the reasonable cost of maintaining such 'common area', and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage or maintenance of the 'common area' established pursuant to the Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

## ARTICLE 15

### AMENDMENTS

Except as otherwise set forth in this **Article 15**, this Article shall not be amended, modified or rescinded until Declarant and any Guest Builder has conveyed the last Residential Lot within the Community, including any Phase which may be annexed to and made a part of the Community pursuant to **Article 16**, without (i) the prior written consent of Declarant and (ii) the recording of said written consent in the Official Records.

**15.1 Amendment Before The Close of First Sale.** Before the conveyance of the first sale of a Residential Lot to an Owner under a Public Report, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant and any Mortgagee of record of an instrument amending or revoking the Declaration. The amending or revoking instrument shall make

appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Official Records.

**15.2 Amendments After The Close of First Sale.** Except as may otherwise be stated in this Declaration, after the conveyance of the first Residential Lot in the Community to an Owner under a Public Report during the period of time prior to conversion of the Class B membership in the Association to Class A membership, this Declaration may be amended at any time and from time to time provided that the vote or approval by written ballot of at least a majority of the Voting Power of each class of Members of the Association has been obtained. After conversion of the Class B membership in the Association to Class A membership, the Declaration may be amended at any time and from time to time, provided that the vote or approval by written ballot of (a) at least a majority of the total Voting Power of the Association and (b) at least a majority of the Voting Power of the Members of the Association, other than Declarant, has been obtained. The vote on a proposed amendment to the Declaration shall be held by secret written ballot in accordance with the procedures set forth in California Civil Code Section 1363.03 and the rules adopted by the Board pursuant thereto. Such amendment shall become effective upon the recording of a Certificate of Amendment signed and acknowledged by the President or Vice President of the Association and the Secretary or Assistant Secretary of the Association certifying that such votes or approval by written ballot have been obtained. For the purposes of recording the Certificate of Amendment, the President or Vice-President and Secretary or Assistant Secretary of the Association are hereby granted an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying and executing and recording the Certificate of Amendment with the Official Records. In addition to the foregoing, in the case of any Material Amendment, as defined below, the vote of Eligible Holders that represent at least fifty-one percent (51%) the votes of Residential Lots that are subject to Mortgages held by Eligible Holders and at least sixty-seven percent (67%) of the Voting Power of each class of Members (or at least sixty-seven percent (67%) of the Owners) shall also be required. "Material Amendment" shall mean, for the purposes of this **Section 15.2**, any amendments to provisions of this Declaration governing any of the following subjects:

15.2.1 The fundamental purpose for which the Community was created (such as a change from residential use to a different use);

15.2.2 Assessments, collection of assessments, assessment liens and subordination thereof;

15.2.3 The reserve for repair and replacement of the Association Property;

15.2.4 Property maintenance obligations;

15.2.5 Casualty and liability insurance or fidelity bond requirements;

15.2.6 Reconstruction in the event of damage or destruction;

15.2.7 Rights to use the Association Property;

15.2.8 Reallocation of any interests in the Association Property;

15.2.9 Voting;

15.2.10 Any provision that, by its terms, is specifically for the benefit of Eligible Holders, or specifically confers rights on Eligible Holders;

15.2.11 Expansion or contraction of the Community or the addition, annexation or withdrawal of property to or from the Community, other than the addition or deletion of the Additional Property described in **Exhibit "B,"** the redefinition of Residential Lot boundaries or the conversion of a Residential Lot or Residential Lots into Association Property; and

15.2.12 Imposition of any restriction on any Owner's right to sell or transfer its Residential Lot.

Anything herein stated to the contrary notwithstanding, no amendment to provisions contained in **Sections 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5, 15.2.6, 15.2.8, 15.2.9, 15.2.10 and 15.2.11** may be made to this Declaration without the prior written consent of at least sixty-seven percent (67%) or more of the Eligible Holders (based upon one (1) vote for each Eligible Holder). Any Eligible Holder who receives written request to consent to additions or amendments requiring consent under this provision who does not deliver to the requesting party a negative response within thirty (30) days after receipt of a notice delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to such request. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Members shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the Secretary or other duly authorized officer of the Association and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Official Records.

**15.3 Conflict With Article 13 or Other Provisions of This Declaration.** To the extent any provisions of this Article conflict with the provisions of **Article 13** or any other provision of this Declaration, except those contained in **Section 15.2**, the provisions of **Article 13** or the other provisions shall control.

**15.4 Additional Approvals Required For Amendments.** Notwithstanding anything to the contrary contained in this Declaration, **Sections 2.12, 2.43, 2.49, 4.4.14, 4.5.8, 4.5.18, 4.5.21, 5.2.2, 5.2.3, 8.2.5, 8.4, 17.2.3, 17.3, 17.4 and 17.6** of this Declaration shall not be amended without the vote or approval by written ballot of at least (a) ninety percent (90%) of the Voting Power of the Members of the Association other than Declarant, and (b) at least ninety percent (90%) of the Mortgagees.

**15.5 Business And Professions Code Section 11018.7.** All amendments or revocations of this Declaration shall comply with the provisions of California Business and Professions Code Section 11018.7 to the extent such section is applicable.

**15.6 Reliance on Amendments.** Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

## ARTICLE 16 ANNEXATION OF ADDITIONAL PROPERTY

**16.1 Annexation.** Any of the Additional Property described in **Exhibit "B"** may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article. Declarant intends to sequentially develop the Additional Property on a phased basis. However, Declarant may elect not to develop all or any part of such real property to this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order or develop such real property as a separate community. Although Declarant shall have the ability to annex the Additional Property as provided in this Article, Declarant shall not be obligated to annex all or any portion of the Additional Property, and the Additional Property shall not become subject to this Declaration unless and until a Supplementary Declaration covering it has been recorded.

**16.2 Annexation Without Approval.** All or any part of the Additional Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that:

16.2.1 The proposed Annexation will not result in a substantial and material overburdening of the common interests of the then existing Owners;

16.2.2 The proposed Annexation will not cause a substantial increase in assessments against existing Owners that was not disclosed in the Public Reports under which pre-existing Owners purchased their interests;

16.2.3 For each Residential Lot in the Community to be annexed for which a rental program has been in effect by the Owner for a period of at least one (1) year as of the date of conveyance of the first Residential Lot to an Owner under a Public Report in the annexed Phase, the Owner shall pay to the Association, before or concurrently with the first close of escrow for the sale of a Residential Lot within the annexed Phase, an amount for each month or portion thereof during which the Residential Lot was occupied under such rental program that shall be established by the Board for reserves for replacement or deferred maintenance of Association Property Improvements necessitated by or arising out of the use and occupancy of the Residential Lots under the rental program;

16.2.4 Before Annexation pursuant to this Section of any of the Additional Property that is being developed as a phased FHA and/or VA community, plans for the development of the Additional Property must be submitted to FHA and/or the VA as applicable, and FHA and/or VA as applicable, must determine that such plans are in accordance with the previously approved general plan and so advise Declarant; and

16.2.5 Each Supplementary Declaration effecting the Annexation contemplated under this Section must be executed by Declarant.

For purposes of this Section, the issuance of a Public Report by the DRE shall conclusively be deemed to be satisfaction of the criteria set forth above.

**16.3 Covenants Running With the Land.** Declarant may transfer all or any portion of the Property or the Additional Property to a builder under a grant deed wherein Declarant reserves the right to annex such property and subject it to this Declaration. The restriction on the Additional Property wherein it may be made subject to this Declaration upon the recordation of a Supplementary Declaration is hereby declared to be an equitable servitude upon the Additional Property in favor of the Property and any other real property owned by Declarant in the vicinity of the Community and shall run with the land and be binding on and inure to the benefit of all parties having or acquiring any right, title or interest, in such real property.

**16.4 Supplementary Declarations.** The Annexation authorized under the foregoing Sections shall be made by filing of record by Declarant, of a Supplementary Declaration with respect to the Additional Property which shall extend the plan of this Declaration to such property.

**16.5 Rights and Obligations of Owners.** After the required annexation procedures are fulfilled, and the first close of escrow to an Owner under authority of a Public Report in such Additional Property has occurred, all Owners in the Community shall be entitled to the use of any Association Property in such Additional Property, subject to the provisions of this Declaration, and Owners of such Additional Property shall thereupon be subject to this Declaration.

**16.6 Mergers Or Consolidations.** Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, right and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Community, together with the covenants and restrictions established upon any other property as one plan.

**16.7 De-Annexation.** Declarant may delete all or any portion of the annexed land from the coverage of this Declaration and rescind any Supplementary Declaration, provided that (a) Declarant is the sole Owner of all of the real property described in the Supplementary Declaration to be rescinded or obtains the consent of the fee title Owner of the real property to be de-annexed (b) Declarant has not exercised any Association vote as an Owner of any portion of the real property to be de-annexed and (c) assessments have not commenced with respect to any portion of the real property to be de-annexed. Such deletion shall be effective upon the recordation of a written instrument signed by Declarant, in the same manner as the Supplementary Declaration to be rescinded was recorded.

**16.8 Potential Association Property.** In the event the County transfers ownership of the Potential Association Property to the Association, such Potential Association Property shall be deemed to be annexed into and subject to the provisions of this Declaration. Upon transfer of ownership or the maintenance obligation to the Association, the Potential Association Property shall be deemed to be Association Property hereunder.

## ARTICLE 17

### ENFORCEMENT

**17.1 Term.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or any Member, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by at least sixty-seven percent (67%) of the then Members has been recorded, at least one (1) year prior to the end of any such period in the manner required for a conveyance of real property, in which it is agreed that this Declaration shall terminate at the end of the then applicable term.

#### **17.2 Enforcement and Non-Waiver.**

**17.2.1 Rights of Enforcement of Governing Documents.** The Association, Declarant or any Owner shall have a right of action against any Owner, and any Owner shall have a right of action against the Association, to enforce by proceedings at law or in equity, all covenants, conditions and restrictions, now or hereafter imposed by the provisions of the Governing Documents or any amendment thereto, including the right to prevent the violation of such covenants, conditions and restrictions and the right to recover damages or other dues for such violation except that Owners shall not have any right of enforcement concerning assessment liens. The Association shall have the exclusive right to the enforcement of provisions relating to architectural control and the Association Rules, unless the Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise has standing shall have the right to undertake such enforcement. Failure of the Association, Declarant or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**17.2.2 Procedure for Enforcement.** Notwithstanding anything to the contrary set forth in **Section 17.2.1**, in enforcing any action under the Governing Documents for injunctive relief, declaratory relief and/or monetary damages (excluding actions in Small Claims Court), the parties shall comply with the applicable notice and delivery requirements and other provisions of California Civil Code Section 1350 et seq. relating to such enforcement action.

**17.2.3 Notice of Actions Against Declarant.** In connection with any enforcement actions by the Association, the Association shall comply with all notice required by Applicable Law including without limitation, Section 1375 and 1368.5 prior to the filing of any civil action by the Association against the Declarant or other Guest Builder of the Community.

**17.3 Warranty Claims And Disputes.** The enforcement and resolution of any claim and/or dispute by any Owner or the Association with respect to any warranty provided by Declarant ("**Warranty**")



**Claims**) shall be governed and resolved solely by the dispute resolution procedures provided in such warranty. Warranty Claims are expressly excluded from the provisions of **Sections 17.4** and **17.6** below.

**17.4 Non-Adversarial Procedure For Statutory Claims.** Any claims or disputes for construction defects pursuant to California Civil Code Sections 895, *et seq.*, which are not Warranty Claims ("**Construction Defect Claims**"), shall be subject to the non-adversarial procedures set forth in Civil Code Sections 910 through 938 ("**Non-Adversarial Procedures**") prior to the initiation of any mediation, arbitration or other proceeding. These procedures impact the legal rights of Owners with respect to the Property. According to the terms of the Civil Code, the Non-Adversarial Procedures will not apply if Declarant does not or cannot comply with the requirements set forth therein if a claim arises. If the Non-Adversarial Procedures provided in Civil Code Sections 910 through 938 fail to resolve any Construction Defect Claims, such Construction Defect Claims shall be resolved in accordance with the procedures set forth in the warranty provided by Declarant.

**17.5 Guest Builder Right to Record Supplementary Declaration.** A Supplementary Declaration may be recorded by Guest Builder, with Declarant's written consent, to set forth alternative dispute resolution procedures for disputes or claims solely between an Owner and such Guest Builder. In the event such procedures are recorded by Guest Builder, the procedures set forth in **Section 17.6** below shall not govern such dispute.

**17.6 Alternative Dispute Resolution.** If there is any other dispute between any Owner or the Association and Declarant which is not a Warranty Claim or a Construction Defect Claim which is not resolved through the Non-Adversarial Procedures (individually referred to herein as "**Dispute**" and collectively as "**Disputes**"), it will be decided through the binding arbitration procedure below. The purpose of this **Section 17.6** is to provide an expedited means of resolving any Disputes that are not resolved through Declarant's warranties or the Non-Adversarial Procedures.

**17.6.1 Arbitration.** Notwithstanding California Code of Civil Procedure Section 1298.7, Disputes shall be resolved exclusively through binding arbitration conducted in accordance with the Rules for Residential Construction of the American Arbitration Association then in effect ("**AAA**"). In the event of non-existence or revocation of the Rules for Residential Construction by the AAA, the AAA Commercial Arbitration Rules shall apply.

(a) **Selection of Arbitrator.** There shall be only one arbitrator who shall be selected by mutual agreement of the parties. If the parties are unable to agree on an arbitrator within ten (10) days after any party initiates the arbitration, a neutral and impartial arbitrator shall be selected by the AAA.

(b) **Applicable Law and Remedies.** Venue for the arbitration shall be Riverside County, unless the parties mutually agree to another venue at the time the arbitration is initiated. The arbitrator shall apply California substantive law in rendering a final decision. The arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages. The arbitration shall commence and conclude promptly, in accordance with the commercial rules of the AAA.

(c) **Resolution Opportunity.** When the arbitrator is prepared to make the award, the arbitrator shall first so inform the parties, who shall have ten (10) days to attempt to resolve the matter by a binding agreement between them. If the parties resolve the matter, the arbitrator shall not make any award. If the parties do not so resolve the matter within the ten (10) day period, the arbitrator shall make the award on the eleventh day following the arbitrator's notice of being prepared to make the award.

(d) **Fees and Costs.** Declarant shall promptly pay the fees necessary to initiate, prosecute and complete the arbitration proceeding. The arbitrator may award the prevailing party those costs that would be awarded to the prevailing party under California law if the matter had been resolved by court trial. In addition, to the extent permitted by law, the arbitrator may award or divide the post-initiation arbitration fees and costs to prosecute and complete the arbitration as the arbitrator finds

just and reasonable, subject to the restrictions set forth in California Code of Civil Procedure Section 1284.3(a). If the arbitrator makes no award or division of such arbitration fees and costs, the parties shall divide them equally with each party bearing one-half of such fees and costs of the arbitration, to the extent permitted by law. Notwithstanding anything herein to the contrary, the parties shall each bear their own costs, expenses and attorneys' fees.

(e) **Preliminary Procedures.** If state or federal law requires an Owner, the Association or Declarant to take steps or procedures before commencing an action in arbitration, then the Owner, the Association or Declarant must take such steps or follow such procedures, as the case may be, before commencing the arbitration. For example, any claim or Disputes pursuant to California Civil Code Section 895, *et seq.*, as hereafter amended may be subject to the Non-Adversarial Procedures set forth in California Civil Code Section 910 through 938, prior to the initiation of any arbitration. In addition, nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code Sections 1368.5, 1375, 1375.05 or 1375.1.

(f) **Participation by Other Parties.** An Owner, the Association and Declarant, to the extent any such party is defending a claim in the arbitration, may, if it chooses, have all necessary and appropriate parties included as parties to the arbitration.

(g) **Decisions.** The parties agree that the decision of the arbitrators shall be binding and non-appealable.

(h) **Judgment by a Court.** Judgment upon the decision rendered by the arbitrator may be entered in any court having proper jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement.

(i) **Federal Arbitration Act.** Because many of the materials and products incorporated into the home are manufactured in other states, the development and conveyance of the Property evidences a transaction involving interstate commerce and the Federal Arbitration Act (9 U.S.C. §1, *et seq.*) now in effect and as it may be hereafter amended will govern the interpretation and enforcement of the arbitration provisions of this Declaration.

**17.6.2 AGREEMENT TO ARBITRATE. DECLARANT, EACH OWNER BY ACCEPTANCE OF FEE TITLE TO A RESIDENTIAL LOT AND THE ASSOCIATION BY ACCEPTANCE OF FEE TITLE TO ANY ASSOCIATION PROPERTY AGREE TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT, DECLARANT, EACH OWNER AND THE ASSOCIATION ARE GIVING UP ANY RIGHTS DECLARANT, EACH OWNER AND THE ASSOCIATION MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. DECLARANT, EACH OWNER AND THE ASSOCIATION ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF DECLARANT, ANY OWNER OR THE ASSOCIATION REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, DECLARANT, SUCH OWNER OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. DECLARANT'S, EACH OWNER'S AND THE ASSOCIATION'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

## ARTICLE 18

### GENERAL PROVISIONS

**18.1 Headings.** The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

**18.2 Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions of it shall not invalidate any other provisions. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Declaration shall become illegal, null, void, against public policy or otherwise unenforceable, for any reason, the remaining portions of this Declaration shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

**18.3 Cumulative Remedies.** Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver.

**18.4 Violations as Nuisance.** Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any Owner, any Member of the Board, the manager, or the Association.

**18.5 No Racial Restriction.** No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of its Residential Lot on the basis of race, sex, color or creed.

**18.6 Access to Books.** Declarant may, at any reasonable time and upon reasonable notice to the Board or manager cause an audit or inspection to be made of the books and financial records of the Association.

**18.7 Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

**18.8 Notification of Sale of Residential Lot.** Concurrently with the consummation of the sale of any Residential Lot under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth the name of the transferee and its Mortgagee and transferor, the common address of the Residential Lot purchased by the transferee, the transferee's and the Mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to its transferor if the Board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received on the next business day after being sent by overnight courier or upon delivery if delivered personally to any occupant of a Residential Lot over the age of twelve (12) years.

**18.9 Number; Gender.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

**18.10 Exhibits.** All exhibits referred to in this Declaration are attached to this Declaration and incorporated by reference.

**18.11 Binding Effect.** This Declaration shall inure to the benefit of and be binding on the successors and assigns of Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.

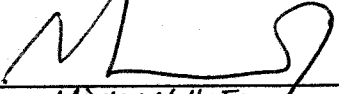
**18.12 Easements Reserved and Granted.** Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed by Declarant to any Residential Lot.

**18.13 Statutory References.** All references in this Declaration to various statutes, codes, regulations, ordinances and other laws shall be deemed to include those laws in effect as of the date of this Declaration and any successor laws as may be amended from time to time.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth above.

DECLARANT:

KB HOME Coastal Inc.,  
a California corporation

By:   
Name: Michael H. Freeman Jr.  
Title: VP Land & Forward Planning

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

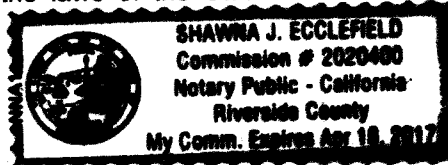
On JUNE 12, 2013, before me, Shawna J. Ecclefield, Notary Public,

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

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

WITNESS my hand and official seal.

  
Signature



(Seal)

**LIST OF EXHIBITS**

- Exhibit "A"      Legal Description of the Property
- Exhibit "B"      Legal Description of Additional Property
- Exhibit "C"      Prohibited Plants
- Exhibit "D"      Association Maintenance Responsibilities

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 182 through 190 inclusive, and Lots 223 through 231 inclusive, 336 through 342 and 367 through 385 inclusive of Tract No. 30433, in the unincorporated area of the County of Riverside, State of California, on file in Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, inclusive, of Maps, Records of Riverside County, California.

EXHIBIT "B"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

All real property situated within Tract No. 30433, in the unincorporated area of the County of Riverside, State of California, on file in Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, inclusive, of Maps, Records of Riverside County, California excepting therefrom the real property described on Exhibit "A."



## EXHIBIT "C"

## PROHIBITED PLANTS

[TABLE 6-2 of the Western Riverside County Multiple Species Habitat Conservation Program]

BOTANICAL NAME	COMMON NAME
<i>Acacia</i> spp. (all species)	acacia
<i>Achillea millefolium</i>	var. <i>millefolium</i> common yarrow
<i>Ailanthus altissima</i>	tree of heaven
<i>Aptenia cordifolia</i>	red apple
<i>Arctotheca calendula</i>	cape weed
<i>Arctotis</i> spp. (all species & hybrids)	African daisy
<i>Arundo donax</i>	giant reed or arundo grass
<i>Asphodelus fistulosus</i>	asphodel
<i>Atriplex glauca</i>	white saltbush
<i>Atriplex semibaccata</i>	Australian saltbush
<i>Carex</i> spp. (all species*)	sedge
<i>Carpobrotus chilensis</i>	ice plant
<i>Carpobrotus edulis</i>	sea fig
<i>Centranthus ruber</i>	red valerian
<i>Chrysanthemum coronarium</i>	annual chrysanthemum
<i>Cistus ladanifer</i>	(incl. hybrids/varieties) gum rockrose
<i>Cortaderia jubata</i> [syn. <i>C. Atacamensis</i> ]	jubata grass, pampas grass
<i>Cortaderia dioica</i> [syn. <i>C. sellowana</i> ]	pampas grass
<i>Cotoneaster</i> spp. (all species)	cotoneaster
<i>Cynodon dactylon</i>	(incl. hybrids varieties) Bermuda grass
<i>Cyperus</i> spp. (all species*)	nutsedge, umbrella plant
<i>Cytisus</i> spp. (all species)	broom
<i>Delosperma 'Alba'</i>	white trailing ice plant
<i>Dimorphotheca</i> spp. (all species)	African daisy, Cape marigold
<i>Drosanthemum floribundum</i>	rosea ice plant
<i>Drosanthemum hispidum</i>	purple ice plant

BOTANICAL NAME	COMMON NAME
<i>Eichhornia crassipes</i>	water hyacinth
<i>Elaeagnus angustifolia</i>	Russian olive
<i>Eucalyptus</i> spp. (all species)	eucalyptus or gum tree
<i>Eupatorium coelestinum</i> [syn. <i>Ageratina</i> sp.]	mist flower
<i>Festuca arundinacea</i>	tall fescue
<i>Festuca rubra</i>	creeping red fescue
<i>Foeniculum vulgare</i>	sweet fennel
<i>Fraxinus uhdei</i>	(and cultivars) evergreen ash, shamel ash
<i>Gaura</i> (spp.) (all species)	gaura
<i>Gazania</i> spp. (all species & hybrids)	gazania
<i>Genista</i> spp. (all species)	broom
<i>Hedera canariensis</i>	Algerian ivy
<i>Hedera helix</i>	English ivy
<i>Hypericum</i> spp. (all species)	St. John's Wort
<i>Ipomoea acuminata</i>	Mexican morning glory
<i>Lampranthus spectabilis</i>	trailing ice plant
<i>Lantana camara</i>	common garden lantana
<i>Lantana montevidensis</i> [syn. <i>L. sellowiana</i> ]	lantana
<i>Limonium perezii</i>	sea lavender
<i>Linaria bipartita</i>	toadflax
<i>Lolium multiflorum</i>	Italian ryegrass
<i>Lolium perenne</i>	perennial ryegrass
<i>Lonicera japonica</i>	(incl. 'Halliana') Japanese honeysuckle
<i>Lotus corniculatus</i>	birdsfoot trefoil
<i>Lupinus arboreus</i>	yellow bush lupine
<i>Lupinus texanus</i>	Texas blue bonnets
<i>Malephora crocea</i>	ice plant
<i>Malephora luteola</i>	ice plant
<i>Mesembryanthemum nodiflorum</i>	little ice plant
<i>Myoporum laetum</i>	myoporum
<i>Myoporum pacificum</i>	shiny myoproum
<i>Myoporum parvifolium</i>	(incl. 'Prostratum') ground cover myoporum
<i>Oenothera berlandieri</i>	Mexican evening primrose
<i>Olea europea</i>	European olive tree

BOTANICAL NAME	COMMON NAME
<i>Opuntia ficus-indica</i>	Indian fig
<i>Osteospermum</i> spp. (all species)	trailing African daisy, African daisy,
<i>Oxalis pes-caprae</i>	Bermuda buttercup
<i>Parkinsonia aculeata</i>	Mexican palo verde
<i>Pennisetum clandestinum</i>	Kikuyu grass
<i>Pennisetum setaceum</i>	fountain grass
<i>Phoenix canariensis</i>	Canary Island date palm
<i>Phoenix dactylifera</i>	date palm
<i>Plumbago auriculata</i>	cape plumbago
<i>Polygonum</i> spp. (all species)	knotweed
<i>Populus nigra</i> 'italica'	Lombardy poplar
<i>Prosopis</i> spp. (all species*)	mesquite
<i>Ricinus communis</i>	castorbean
<i>Robinia pseudoacacia</i>	black locust
<i>Rubus procerus</i>	Himalayan blackberry
<i>Sapium sebiferum</i>	Chinese tallow tree
<i>Saponaria officinalis</i>	bouncing bet, soapwort
<i>Schinus molle</i>	Peruvian pepper tree, California pepper
<i>Schinus terebinthifolius</i>	Brazilian pepper tree
<i>Spartium junceum</i>	Spanish broom
<i>Tamarix</i> spp. (all species)	tamarisk, salt cedar
<i>Trifolium fragiferum</i>	strawberry clover
<i>Tropaeolum majus</i>	garden nasturtium
<i>Ulex europaeus</i>	prickly broom
<i>Vinca major</i>	periwinkle
<i>Yucca gloriosa</i>	Spanish dagger
An asterisk (*) indicates some native species of the genera exist that may be appropriate.	
<b>Sources:</b> California Exotic Pest Plant Council, United States Department of Agriculture-Division of Plant Health and Pest Prevention Services, California Native Plant Society, Fremontia Vol. 26 No. 4, October 1998, The Jepson Manual; Higher Plants of California, and County of San Diego-Department of Agriculture.	

# California Invasive Plant Council

Cal-IPC. 2006. California Invasive Plant Inventory. Cal-IPC Publication 2006-02. California Invasive Plant Council: Berkeley, CA.

<http://www.cal-ipc.org/ip/inventory/weedlist.php>

## 220 Records

Subject Name	Scientific Name ↓	Family	Order
silver wattle	<i>Acacia dealbata</i> Link	Fabaceae (Leguminosae)	Fabales
black acacia	<i>Acacia melanoxylon</i> R. Br. ex Ait. f.	Fabaceae (Leguminosae)	Fabales
Cape ricegrass	<i>Achnatherum capense</i> (Thunb.) Beauv.	Poaceae	Cyperales
Russian knapweed	<i>Acroptilon repens</i> (L.) DC.	Asteraceae	Asterales
barb goatgrass	<i>Aegilops triuncialis</i> L	Poaceae	Cyperales
croftonweed	<i>Ageratina adenophora</i> (Spreng.) King & H.E. Robins.	Asteraceae	Asterales
Pacific bentgrass	<i>Agrostis avenacea</i> J.F. Gmel.	Poaceae	Cyperales
colonial bentgrass	<i>Agrostis capillaris</i> L.	Poaceae	Cyperales
creeping bentgrass	<i>Agrostis stolonifera</i> L.	Poaceae	Cyperales
tree-of-heaven	<i>Ailanthus altissima</i> (P. Mill.) Swingle	Simaroubaceae	Sapindales
camelthorn	<i>Alhagi maurorum</i> Medik	Fabaceae (Leguminosae)	Fabales
alligatorweed	<i>Alternanthera philoxeroides</i>	Amaranthaceae	Caryophyllales

Subject Name	Scientific Name ↓	Family	Order
	(Mart.) Griseb.		
European beachgrass	<i>Ammophila arenaria</i> (L.) Link	Poaceae	Cyperales
sweet vernalgrass	<i>Anthoxanthum odoratum</i> L.	Poaceae	Cyperales
capeweed	<i>Arctotheca calendula</i> (L.) Levyms	Asteraceae	Asterales
giant reed	<i>Arundo donax</i> L.	Poaceae	Cyperales
African asparagus fern	<i>Asparagus asparagoides</i> (L.) Druce	Liliaceae	Liliales
onionweed	<i>Asphodelus fistulosus</i> Linnaeus	Liliaceae	Liliales
Australian saltbush	<i>Atriplex semibaccata</i> R. Br.	Chenopodiaceae	Caryophyllales
slender oat	<i>Avena barbata</i> Pott ex Link	Poaceae	Cyperales
wild oat	<i>Avena fatua</i> L.	Poaceae	Cyperales
fivehook bassia	<i>Bassia hyssopifolia</i> (Pallas) Kuntz	Chenopodiaceae	Caryophyllales
Mexican fireweed	<i>Bassia scoparia</i> (L.) A.J. Scott	Chenopodiaceae	Caryophyllales
bellardia	<i>Bellardia trixago</i> (L.) All	Scrophulariaceae	Scrophulariales
annual false-brome	<i>Brachypodium distachyon</i> (L.) Beauv.	Poaceae	Cyperales
perennial false-brome	<i>Brachypodium sylvaticum</i> (Huds.) Beauv.	Poaceae	Cyperales
black mustard	<i>Brassica nigra</i> (L.) W.D.J.	Brassicaceae	Capparales

Subject Name	Scientific Name ↓	Family	Order
	Koch		
birdsrape mustard	<i>Brassica rapa</i> L.	Brassicaceae	Capparales
African mustard	<i>Brassica tournefortii</i> Gouan	Brassicaceae	Capparales
big quakinggrass	<i>Briza maxima</i> L.	Poaceae	Cyperales
field brome	<i>Bromus arvensis</i> L.	Poaceae	Cyperales
ripgut brome	<i>Bromus diandrus</i> Roth	Poaceae	Cyperales
soft brome	<i>Bromus hordeaceus</i> ssp. <i>hordeaceus</i> L.	Poaceae	Cyperales
red brome	<i>Bromus rubens</i> L.	Poaceae	Cyperales
cheatgrass	<i>Bromus tectorum</i> L.	Poaceae	Cyperales
European sea-rocket	<i>Cakile maritima</i> Scop.	Brassicaceae	Capparales
lens-podded whitetop	<i>Cardaria chalapensis</i> (L.) Hand.-Maz	Brassicaceae	Capparales
hoary cress	<i>Cardaria draba</i> (L.) Desv	Brassicaceae	Capparales
hairy whitetop	<i>Cardaria pubescens</i> (C.A. Mey.)	Brassicaceae	Capparales
spiny plumeless thistle	<i>Carduus acanthoides</i> L.	Asteraceae	Asterales
nodding plumeless thistle	<i>Carduus nutans leiophyllus</i> (Petrovic) Stojanov & Stef	Asteraceae	Asterales
Italian plumeless thistle	<i>Carduus pycnocephalus</i> L.	Asteraceae	Asterales

Subject Name	Scientific Name ↓	Family	Order
slenderflower thistle	<i>Carduus tenuiflorus</i> W. Curtis	Asteraceae	Asterales
sea fig	<i>Carpobrotus chilensis</i> (Molina) N.E. Br.	Aizoaceae	Caryophyllales
hottentot fig	<i>Carpobrotus edulis</i> (L.) N.E. Br	Aizoaceae	Caryophyllales
woolly distaff thistle	<i>Carthamus lanatus</i> L.	Asteraceae	Asterales
Australian-pine	<i>Casuarina equisetifolia</i> L.	Casuarinaceae	Casuarinales
purple starthistle	<i>Centaurea calcitrapa</i> L.	Asteraceae	Asterales
meadow knapweed	<i>Centaurea debeauxii</i> Gren. & Godr. [excluded]	Asteraceae	Asterales
diffuse knapweed	<i>Centaurea diffusa</i> Lam.	Asteraceae	Asterales
Malta starthistle	<i>Centaurea melitensis</i> L.	Asteraceae	Asterales
yellow starthistle	<i>Centaurea solstitialis</i> L.	Asteraceae	Asterales
spotted knapweed	<i>Centaurea stoebe</i> ssp. <i>micranthos</i> (Gugler) Hayek	Asteraceae	Asterales
squarrose knapweed	<i>Centaurea virgata</i> ssp. <i>squarrosa</i> Lam.	Asteraceae	Asterales
meadow knapweed	<i>Centaurea x moncktonii</i> C. E. Britton	Asteraceae	Asterales
rush skeletonweed	<i>Chondrilla juncea</i> L.	Asteraceae	Asterales
Canada thistle	<i>Cirsium arvense</i> (L.) Scop.	Asteraceae	Asterales
bull thistle	<i>Cirsium vulgare</i> (Savi) Ten.	Asteraceae	Asterales

Subject Name	Scientific Name ↓	Family	Order
narrow-leaved iceplant	<i>Conicosia pugioniformis</i> (L.) N.E. Br	Aizoaceae	Caryophyllales
poison-hemlock	<i>Conium maculatum</i> L.	Apiaceae	Apiales
European lily of the valley	<i>Convallaria majalis</i> L.	Liliaceae	Liliales
cabbage tree	<i>Cordyline australis</i> (G. Forst.) Endl.	Liliaceae	Liliales
purple pampasgrass	<i>Cortaderia jubata</i> (Lem.) Stapf	Poaceae	Cyperales
Uruguayan pampas grass	<i>Cortaderia selloana</i> n/a (Schult. & Schult. f.) Asch. & Graebn.	Poaceae	Cyperales
milkflower cotoneaster	<i>Cotoneaster lacteus</i> W.W. Smith	Rosaceae	Rosales
silverleaf cotoneaster	<i>Cotoneaster pannosus</i> Franch.	Rosaceae	Rosales
brassbuttons	<i>Cotula coronopifolia</i> L.	Asteraceae	Asterales
English hawthorn	<i>Crataegus monogyna</i> Jacq.	Rosaceae	Rosales
montbretia	<i>Crocsmia x crocosmiiflora</i> (V. Lemoine) N.E. Br. [aurea x pottsii]	Iridaceae	Liliales
common crupina	<i>Crupina vulgaris</i> Cass.	Asteraceae	Asterales
cardoon	<i>Cynara cardunculus</i> L.	Asteraceae	Asterales
bermudagrass	<i>Cynodon dactylon</i> (L.) Pers	Poaceae	Cyperales



Subject Name	Scientific Name ↓	Family	Order
houndstongue	<i>Cynoglossum officinale</i> L.	Boraginaceae	Lamiales
hedgehog dogtailgrass	<i>Cynosurus echinatus</i> L.	Poaceae	Cyperales
Scotch broom	<i>Cytisus scoparius</i> (L.) Link	Fabaceae (Leguminosae)	Fabales
striated broom	<i>Cytisus striatus</i> (Hill) Rothm	Fabaceae (Leguminosae)	Fabales
orchardgrass	<i>Dactylis glomerata</i> L.	Poaceae	Cyperales
cape ivy	<i>Delairea odorata</i> Lem	Asteraceae	Asterales
pinnate tansymustard	<i>Descurainia pinnata</i> (Walt.) Britt	Brassicaceae	Capparales
flixweed	<i>Descurainia sophia</i> (L.) Webb ex Prantl	Brassicaceae	Capparales
foxglove	<i>Digitalis purpurea</i> L.	Scrophulariaceae	Scrophulariales
common teasel	<i>Dipsacus fullonum</i> L.	Dipsacaceae	Dipsacales
Fuller's teasel	<i>Dipsacus sativus</i> (L.) Honckeny	Dipsacaceae	Dipsacales
stinkwort	<i>Dittrichia graveolens</i> (L.) W. Greuter	Asteraceae	Asterales
pride of Madeira	<i>Echium candicans</i> L. f.	Boraginaceae	Lamiales
Brazilian egeria	<i>Egeria densa</i> Planch.	Hydrocharitaceae	Hydrocharitales
perennial veldtgrass	<i>Ehrharta calycina</i> Sm.	Poaceae	Cyperales

Subject Name	Scientific Name ↓	Family	Order
panic veldtgrass	<i>Ehrharta erecta</i> Lam.	Poaceae	Cyperales
longflowered veldtgrass	<i>Ehrharta longiflora</i> Sm.	Poaceae	Cyperales
waterhyacinth	<i>Eichhornia crassipes</i> (Mart.) Solms	Pontederiaceae	Liliales
Russian-olive	<i>Elaeagnus angustifolia</i> L.	Elaeagnaceae	Rhamnales
spiny emex	<i>Emex spinosa</i> (Linnaeus) Campdera	Polygonaceae	Polygonales
cutleaf burnweed	<i>Erechtites glomerata</i> (Desf. ex Poir.) DC.	Asteraceae	Asterales
Australian burnweed	<i>Erechtites minima</i> (Poir.) DC	Asteraceae	Asterales
redstem filaree	<i>Erodium cicutarium</i> (L.) L'Hér. ex Ait.	Geraniaceae	Geraniales
river redgum	<i>Eucalyptus camaldulensis</i> Dehnhardt	Myrtaceae	Myrtales
Tasmanian bluegum	<i>Eucalyptus globulus</i> Labill.	Myrtaceae	Myrtales
leafy spurge	<i>Euphorbia esula</i> L.	Euphorbiaceae	Euphorbiales
eggleaf spurge	<i>Euphorbia oblongata</i> Griseb	Euphorbiaceae	Euphorbiales
Geraldton carnation weed	<i>Euphorbia terracina</i> L.	Euphorbiaceae	Euphorbiales
edible fig	<i>Ficus carica</i> L.	Moraceae	Urticales
fennel	<i>Foeniculum vulgare</i> P. Mill.	Apiaceae	Apiales

Subject Name	Scientific Name ↓	Family	Order
shamel ash	<i>Fraxinus uhdei</i> (Wenzig) Lingelsh	Oleaceae	Scrophulariales
French broom	<i>Genista monspessulana</i> (L.) L. Johnson	Fabaceae (Leguminosae)	Fabales
cutleaf geranium	<i>Geranium dissectum</i> L.	Geraniaceae	Geraniales
crowndaisy	<i>Glebionis coronarium</i> (L.) Tzvelev	Asteraceae	Asterales
waxy mannagrass	<i>Glyceria declinata</i> Brébiss.	Poaceae	Cyperales
babysbreath	<i>Gypsophila paniculata</i> L.	Caryophyllaceae	Caryophyllales
halogeton	<i>Halogeton glomeratus</i> (Bieb.) C.A. Mey.	Chenopodiaceae	Caryophyllales
English ivy	<i>Hedera helix</i> L.	Araliaceae	Apiales
strawflower	<i>Helichrysum petiolare</i> Hilliard & Burtt	Asteraceae	Asterales
shortpod mustard	<i>Hirschfeldia incana</i> (L.) Lagrèze-Fossat	Brassicaceae	Capparales
common velvetgrass	<i>Holcus lanatus</i> L.	Poaceae	Cyperales
seaside barley	<i>Hordeum marinum</i> Huds.	Poaceae	Cyperales
mouse barley	<i>Hordeum murinum</i> L.	Poaceae	Cyperales
hydrilla	<i>Hydrilla verticillata</i> (L. f.) Royle	Hydrocharitaceae	Hydrocharitales
Canary Island St. Johnswort	<i>Hypericum canariense</i> L.	Clusiaceae	Theales

Subject Name	Scientific Name ↓	Family	Order
common St. Johnswort	<i>Hypericum perforatum</i> L.	Clusiaceae	Theales
smooth cat's ear	<i>Hypochaeris glabra</i> L.	Asteraceae	Asterales
hairy cat's ear	<i>Hypochaeris radicata</i> L.	Asteraceae	Asterales
English holly	<i>Ilex aquifolium</i> L.	Aquifoliaceae	Celastrales
yellowflag iris	<i>Iris pseudacorus</i> L.	Iridaceae	Liliales
Dyer's woad	<i>Isatis tinctoria</i> L.	Brassicaceae	Capparales
perennial pepperweed	<i>Lepidium latifolium</i> L.	Brassicaceae	Capparales
oxeye daisy	<i>Leucanthemum vulgare</i> Lam.	Asteraceae	Asterales
dalmatian toadflax	<i>Linaria dalmatica</i> ssp. <i>dalmatica</i> (L.) P. Mill.	Scrophulariaceae	Scrophulariales
broomleaf toadflax	<i>Linaria genistifolia</i> (L.) P. Mill.	Scrophulariaceae	Scrophulariales
yellow toadflax	<i>Linaria vulgaris</i> P. Mill.	Scrophulariaceae	Scrophulariales
sweet alyssum	<i>Lobularia maritima</i> (L.) Desv.	Brassicaceae	Capparales
Italian ryegrass	<i>Lolium perenne</i> ssp. <i>multiflorum</i> (Lam.) Husnot	Poaceae	Cyperales
water primrose	<i>Ludwigia grandiflora</i> <i>hexapetala</i> (Hook. & Arn.) Nesom & Kartesz	Onagraceae	Myrtales
creeping waterprimrose	<i>Ludwigia peploides</i> (Kunth) Raven	Onagraceae	Myrtales
floating primrose-	<i>Ludwigia peploides</i> ssp.	Onagraceae	Myrtales

Subject Name	Scientific Name ↓	Family	Order
willow	<i>montevidensis</i> (Spreng.) P.H. Raven		
hyssop loosestrife	<i>Lythrum hyssopifolia</i> L.	Lythraceae	Myrtales
purple loosestrife	<i>Lythrum salicaria</i> L.	Lythraceae	Myrtales
white horehound	<i>Marrubium vulgare</i> L.	Lamiaceae	Lamiales
California burclover	<i>Medicago polymorpha</i> L.	Fabaceae (Leguminosae)	Fabales
yellow sweetclover	<i>Melilotus officinalis</i> (L.) Lam.	Fabaceae (Leguminosae)	Fabales
pennyroyal	<i>Mentha pulegium</i> L.	Lamiaceae	Lamiales
crystalline iceplant	<i>Mesembryanthemum crystallinum</i> L.	Aizoaceae	Caryophyllales
ngaio tree	<i>Myoporum laetum</i> G. Forst.	Myoporaceae	Scrophulariales
broadleaf forget-me- not	<i>Myosotis latifolia</i> Poir.	Boraginaceae	Lamiales
parrotfeather	<i>Myriophyllum aquaticum</i> (Vell.) Verdc.	Haloragaceae	Haloragales
Eurasian watermilfoil	<i>Myriophyllum spicatum</i> Linnaeus	Haloragaceae	Haloragales
tree tobacco	<i>Nicotiana glauca</i> Graham	Solanaceae	Solanales
olive	<i>Olea europaea</i> L.	Oleaceae	Scrophulariales
foxtail restharrow	<i>Ononis alopecuroides</i> L.	Fabaceae (Leguminosae)	Fabales

Subject Name	Scientific Name ↓	Family	Order
Scotch thistle	<i>Onopordum acanthium</i> L.	Asteraceae	Asterales
buttercup oxalis	<i>Oxalis pes-caprae</i> L.	Oxalidaceae	Geraniales
yellow glandweed	<i>Parentucellia viscosa</i> (L.) Caruel	Scrophulariaceae	Scrophulariales
kikuyugrass	<i>Pennisetum clandestinum</i> Hochst. ex Chiov.	Poaceae	Cyperales
crimson fountaingrass	<i>Pennisetum setaceum</i> (Forsk.) Chiov.	Poaceae	Cyperales
bulbous canarygrass	<i>Phalaris aquatica</i> L.	Poaceae	Cyperales
timothy	<i>Phleum pratense</i> L.	Poaceae	Cyperales
Canary Island date palm	<i>Phoenix canariensis</i> hort. ex Chabaud	Arecaceae	Arecales
common pokeweed	<i>Phytolacca americana</i> L.	Phytolaccaceae	Caryophyllales
bristly oxtongue	<i>Picris echioides</i> L.	Asteraceae	Asterales
smilograss	<i>Piptatherum miliaceum</i> (L.) Coss.	Poaceae	Cyperales
buckhorn plantain	<i>Plantago lanceolata</i> L.	Plantaginaceae	Plantaginales
annual bluegrass	<i>Poa annua</i> L.	Poaceae	Cyperales
Kentucky bluegrass	<i>Poa pratensis</i> L.	Poaceae	Cyperales
Japanese knotweed	<i>Polygonum cuspidatum</i> Siebold & Zucc.	Polygonaceae	Polygonales
Sakhalin knotweed	<i>Polygonum sachalinense</i> F.	Polygonaceae	Polygonales

Subject Name	Scientific Name ↓	Family	Order
	Schmidt ex Maxim.		
rabbitfoot polypogon	<i>Polypogon monspeliensis</i> (L.) Desf.	Poaceae	Cyperales
white poplar	<i>Populus alba</i> L.	Salicaceae	Salicales
curlyleaf pondweed	<i>Potamogeton crispus</i> L.	Potamogetonaceae	Najadales
cherry plum	<i>Prunus cerasifera</i> Ehrh.	Rosaceae	Rosales
sour cherry	<i>Prunus cerasus</i> L.	Rosaceae	Rosales
narrowleaf firethorn	<i>Pyracantha angustifolia</i> (Franch.) Schneid.	Rosaceae	Rosales
scarlet firethorn	<i>Pyracantha coccinea</i> M. Roemer	Rosaceae	Rosales
Nepalese firethorn	<i>Pyracantha crenulata</i> (D. Don) Roem.	Rosaceae	Rosales
creeping buttercup	<i>Ranunculus repens</i> L.	Ranunculaceae	Ranunculales
radish	<i>Raphanus sativus</i> L.	Brassicaceae	Capparales
bridal broom	<i>Retama monosperma</i> (L.) Boiss.	Fabaceae (Leguminosae)	Fabales
castorbean	<i>Ricinus communis</i> L.	Euphorbiaceae	Euphorbiales
black locust	<i>Robinia pseudoacacia</i> L.	Fabaceae (Leguminosae)	Fabales
Himalaya blackberry	<i>Rubus armeniacus</i> Focke	Rosaceae	Rosales
red sorrel	<i>Rumex acetosella</i> L.	Polygonaceae	Polygonales

Subject Name	Scientific Name ↓	Family	Order
curly dock	<i>Rumex crispus</i> L.	Polygonaceae	Polygonales
ravennagrass	<i>Saccharum ravennae</i> (L.) L.	Poaceae	Cyperales
common saltwort	<i>Salsola kali</i> L.	Chenopodiaceae	Caryophyllales
barbwire Russian-thistle	<i>Salsola paulsenii</i> Litv.	Chenopodiaceae	Caryophyllales
oppositeleaf Russian thistle	<i>Salsola soda</i> L.	Chenopodiaceae	Caryophyllales
Russian-thistle	<i>Salsola tragus</i> L.	Chenopodiaceae	Caryophyllales
Mediterranean sage	<i>Salvia aethiopsis</i> L.	Lamiaceae	Lamiales
giant salvinia	<i>Salvinia molesta</i> D. S. Mitchell	Salviniaceae	Hydropteridales
bouncingbet	<i>Saponaria officinalis</i> L.	Caryophyllaceae	Caryophyllales
tall fescue	<i>Schedonorus phoenix</i> (Scop.) Holub	Poaceae	Cyperales
meadow fescue	<i>Schedonorus pratensis</i> (Huds.) Beauv.	Poaceae	Cyperales
Peruvian peppertree	<i>Schinus molle</i> L.	Anacardiaceae	Sapindales
Brazilian peppertree	<i>Schinus terebinthifolius</i> Raddi	Anacardiaceae	Sapindales
Arabian schismus	<i>Schismus arabicus</i> Nees	Poaceae	Cyperales
common mediterranean grass	<i>Schismus barbatus</i> (Loefl. ex L.) Thellung	Poaceae	Cyperales
tansy ragwort	<i>Senecio jacobaea</i> L.	Asteraceae	Asterales



Subject Name	Scientific Name ↓	Family	Order
red sesbania	<i>Sesbania punicea</i> (Cav.) Benth.	Fabaceae (Leguminosae)	Fabales
blessed milkthistle	<i>Silybum marianum</i> (L.) Gaertn.	Asteraceae	Asterales
wild mustard	<i>Sinapis arvensis</i> L.	Brassicaceae	Capparales
tumble mustard	<i>Sisymbrium altissimum</i> L.	Brassicaceae	Capparales
London rocket	<i>Sisymbrium irio</i> L.	Brassicaceae	Capparales
smooth cordgrass	<i>Spartina alterniflora</i> Loisel.	Poaceae	Cyperales
common cordgrass	<i>Spartina anglica</i> C.E. Hubbard	Poaceae	Cyperales
denseflower cordgrass	<i>Spartina densiflora</i> Brongn.	Poaceae	Cyperales
saltmeadow cordgrass	<i>Spartina patens</i> (Ait.) Muhl.	Poaceae	Cyperales
Spanish broom	<i>Spartium junceum</i> L.	Fabaceae (Leguminosae)	Fabales
medusahead	<i>Taeniatherum caput-medusae</i> (L.) Nevski	Poaceae	Cyperales
Athel tamarisk	<i>Tamarix aphylla</i> (L.) Karst.	Tamaricaceae	Violales
smallflower tamarisk	<i>Tamarix parviflora</i> DC.	Tamaricaceae	Violales
saltcedar	<i>Tamarix ramosissima</i> Ledeb.	Tamaricaceae	Violales
common tansy	<i>Tanacetum vulgare</i> L.	Asteraceae	Asterales
hedgearsley	<i>Torilis arvensis</i> (Huds.) Link	Apiaceae	Apiales

Subject Name	Scientific Name ↓	Family	Order
Chinese tallowtree	<i>Triadica sebifera</i> (L.) Small	Euphorbiaceae	Euphorbiales
rose clover	<i>Trifolium hirtum</i> All.	Fabaceae (Leguminosae)	Fabales
gorse	<i>Ulex europaeus</i> L.	Fabaceae (Leguminosae)	Fabales
Asian kelp	<i>Undaria pinnatifida</i> (Harvey) Suringar	Alariaceae	Laminariales
common mullein	<i>Verbascum thapsus</i> L.	Scrophulariaceae	Scrophulariales
big periwinkle	<i>Vinca major</i> L.	Apocynaceae	Gentianales
rattail fescue	<i>Vulpia myuros</i> (L.) K.C. Gmel.	Poaceae	Cyperales
Washington fan palm	<i>Washingtonia robusta</i> H. Wendl.	Arecaceae	Arecales
bulbil bugle-lily	<i>Watsonia meriana</i> (L.) P. Mill.	Iridaceae	Liliales
calla lily	<i>Zantedeschia aethiopica</i> (L.) Spreng.	Araceae	Arales

## EXHIBIT "D"

### ASSOCIATION MAINTENANCE RESPONSIBILITIES

1. Inspect the outlet works and the Detention Basins prior to rain forecast, before the rainy season (October 1 to April 1), during extended rain events and after major rain storms.
2. Monthly, examine basin banks for seepage and structural soundness. Check inlet/ outlet, overflow and spillway structures for any damage, obstructions or erosion. Repair damage and remove obstructions as needed and stabilize if required.
3. If Detention Basins have standing water more than 72 hours after the storm, take appropriate measures to remove water, including without limitation opening the emergency drain valve and pumping out standing water; call vector control if necessary.
4. Remove and clean clogging around the orifice outlet after major storms.
5. Measure sediment accumulation before rain storms and remove sediment deposits from the bottom of the Detention Basins when the depth of accumulated sediment exceeds 6 inches.
6. Remove accumulation of live/dead floating vegetation and debris from Detention Basins before and after major storms to ensure continuous function of the Detention Basins inlet/outlet and the overflow structures.
7. Re-grade Detention Basins' berm as needed and replace lost or dislodged riprap and filter fabric.
8. Areas where erosion is evident should be repaired as soon as possible. Erosion control and structural repairs occur as needed.
9. Keep roadway access to the Detention Basins clear and clean. Clean and re-grade area around the inlets/outlets.
10. The slopes and the bottom of the Detention Basins shall be planted with grass.
11. The Detention Basins should be provided by irrigation system to irrigate the grass during dry season.
12. Schedule to cut/trim/mow grass within the Detention Basins regularly, so grass should be kept less than 12-inches in height.
13. Only pesticide applicators who are certified by the State of California as "Qualified Applicators" or who are directly supervised by a Qualified Applicator shall apply pesticides to Association Property landscaping. The applicator shall apply all pesticides in strict accordance with pesticide application laws as stated in the California Food and Agricultural Code. Fertilizer shall be applied to Association Property landscaping in accordance with the manufacturer's recommendations. Application to hardscape surfaces shall be avoided;
14. Except with respect to those catch basins that are in the public right-of-way and/or maintained by the County or a Maintenance District, all catch basins, if any, shall be inspected and, if necessary, cleaned by the Association no later than October 15th of each year. "ONLY RAIN IN THE DRAIN" and "NO DUMPING" stencils shall be repainted as necessary to maintain legibility;

15. The water quality inlet(s), oil/water separator(s) and trash rack(s), if any, shall be inspected and, if necessary, cleaned by the Association no later than October 15th of each year;
16. The Association shall keep the Association Property free of litter. Litter shall be removed from the Association Property, and litter receptacles shall be emptied at least once a month. Where improper disposal of trash has occurred, the Association shall take corrective action within forty-eight hours of discovery.



**CERTIFICATE OF SECRETARY  
KB HOME COASTAL INC.**

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Coastal Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of March 14, 2013, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 15<sup>th</sup> day of March, 2013.

By: \_\_\_\_\_

*Tony Richelieu*  
Tony Richelieu  
Secretary

**EXHIBIT "A"**  
**KB HOME COASTAL INC.**  
**RESOLUTIONS ADOPTED AS OF MARCH 14, 2013**

**Signing Authority**

RESOLVED . . ., that the following resolutions shall supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of February 25, 2013, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Corporation be, and each hereby is, authorized to act on behalf of this Corporation; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of this Corporation as indicated herein below:

Stephen J. Ruffner	President
Chris Haines	Executive Vice President, and President, Inland Empire Division
Thomas DiPrima	Executive Vice President
John P. Fenn	Senior Vice President, Operations
Michael J. Gartlan	Senior Vice President, Finance
Bruce Tripp	Senior Vice President, Land Acquisition
Michael H. Freeman, Jr.	Vice President, Land and Forward Planning
Kenneth A. Hilligoss	Vice President, Purchasing
Daniel C. Loth	Vice President, Sales and Marketing
Ron Mertzal	Vice President, Land and Forward Planning
Scott Ouellette	Vice President, Land
Peter Sparks	Vice President, Sales and Marketing
Martha Vasquez	Director, DUP and Assistant Secretary
Kurt Bausback	Director, Forward Planning
Scott Hansen	Director, Forward Planning
Donald Povieng	Director, Forward Planning
Kari Cattani	Escrow Manager
Mike Cravens	Land Development Manager
Richard Keller	Escrow Manager
Bob Kronenfeld	Director, Marketing
Sonia Pena	Director of Sales
Matt Rizzo	Director, Finance
Scott Greene	Senior Forward Planner
Scott Kimball	Senior Forward Planner
Maile Macabio	Forward Planner

**RESOLVED FURTHER**, that any of the following person(s), acting alone be, and each hereby is, authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity (which, for these purposes is (a) any limited liability company in which this Corporation is the sole member and (b) any partnership in which this Corporation is the general partner), to execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition and/or disposition of bulk parcels of real property by this Corporation or any Corporation Entity, including, but not limited to, land purchase and sale agreements, purchase and sale of residential dwellings and lots, amendments, assignments, escrow instructions, grant deeds, promissory notes, deeds of trust, maps, agreements and related documents:

**Stephen J. Ruffner**

**Chris Haines (only for Inland Empire Division matters)**

**RESOLVED FURTHER**, that the signature of the President or any Executive Vice President of this Corporation is required on any and all disbursements in excess of \$1,000 for non-contract items that are executed and delivered for and on behalf of this Corporation; provided that this authority with respect to Chris Haines is limited to only Inland Empire Division matters.

**RESOLVED FURTHER**, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents deemed by such person necessary or appropriate in connection with this Corporation's or any Corporation Entity's (a) land improvement and construction activities, including, but not limited to, purchase orders and subcontracts for labor and materials; and (b) land improvement and development activities including but not limited to, easements, development agreements, applications for land development approvals, option agreements, subdivision approvals, declarations of covenants, conditions and restrictions, and any other submissions required to be filed with the California Department of Real Estate ("DRE"), subdivision and tract maps and exhibits thereto, applications and submissions to obtain preliminary and final subdivision public reports and supporting documents:

**John P. Fenn**

**Michael H. Freeman, Jr.**

**Michael J. Gartlan**

**Scott Hansen**

**Stephen J. Ruffner**

**Thomas DiPrima**

**Ron Mertz**

**Bruce Tripp**

**Kurt Bausback**

**Donald Povieng**

**Mike Cravens**

**Scott Ouellette**

**Chris Haines (only for Inland Empire Division matters)**

**RESOLVED FURTHER**, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with this Corporation's or any Corporation Entity's development of real property including, but not limited to, improvement bonds, subdivision improvement agreements, subdivision maps, building permit applications and such other documents related to the permit process:

**John P. Fenn**

**Michael J. Gartlan**

**Michael H. Freeman, Jr.**

**Stephen J. Ruffner**

**Thomas DiPrima**

**Ron Mertz**

**Bruce Tripp**

**Kurt Bausback**

**Donald Povieng**

**Scott Hansen**

**Scott Kimball**

**Scott Greene**

**Maile Macabio**

**Scott Ouellette**

**Chris Haines (only for Inland Empire Division matters)**

**RESOLVED FURTHER**, that any one of the following persons, acting alone, be, and each hereby is, authorized to execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, (a) any and all documents required to be submitted to the DRE in connection with this Corporation's or any Corporation Entity's preliminary and final subdivision public report process, and to support filings required to be made pursuant to such DRE requirements; (b) utility contracts and (c) applications and other ancillary documents required to obtain city and/or County permits for projects developed by this Corporation or any Corporation Entity:

John P. Fenn	Michael J. Gartlan	Michael H. Freeman, Jr.
Stephen J. Ruffner	Thomas DiPrima	Ron Mertz
Bruce Tripp	Kurt Bausback	Donald Povieng
Scott Hansen	Scott Kimball	Scott Greene
Maile Macabio	Scott Ouellette	
Chris Haines (only for Inland Empire Division matters)		

**RESOLVED FURTHER**, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to execute, acknowledge and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents deemed necessary or appropriate (a) to convey title in and to property which comprises the common area in planned residential projects developed by this Corporation or any Corporation Entity to be conveyed to each respective homeowners association and any and all restrictive covenants, conditions and easements and any and all supplemental declarations with respect thereto; (b) in connection with the development of real property by this Corporation or any Corporation Entity; (c) in connection with the permitting processing with respect to such real property developments and (d) to allow the DRE to issue a public report; such documents to include, without limitation, consultant contracts, utility contracts, improvement bonds, subdivision improvement agreements, subdivision maps, tract maps, parcel maps and building permit applications:

John P. Fenn	Michael J. Gartlan	Michael H. Freeman, Jr.
Stephen J. Ruffner	Thomas DiPrima	Ron Mertz
Bruce Tripp	Kurt Bausback	Donald Povieng
Scott Hansen	Scott Ouellette	
Chris Haines (only for Inland Empire Division matters)		

**RESOLVED FURTHER**, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity, to take all actions and to execute, deliver, file and record any and all certificates, instruments, agreements and documents as may be required or as such officer may deem necessary, advisable or proper, in connection with the financing of this Corporation's or any Corporation Entity's land improvement and development activities, including the public facilities necessary to serve such development, including, but not limited to, (a) the formation of assessment districts or community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, or any other comparable or similar statute or regulation; (b) authorizing the levy of assessments or special taxes against the real property of this Corporation or any Corporation Entity by any such assessment district or community facilities district; and (c) authorizing the issuance of bonds by any such assessment district or community facilities district secured by a first pledge of the proceeds of the special taxes or assessments levied on the real property of this Corporation or any Corporation Entity:

John P. Fenn	Michael J. Gartlan	Michael H. Freeman, Jr.
Stephen J. Ruffner	Thomas DiPrima	Ron Mertz
Scott Ouellette	Chris Haines (only for Inland Empire Division matters)	



RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with the sale of individual lots to third parties, including, but not limited to, purchase and sale agreements, escrow instructions, notices of completion, warranty/grant deeds, contracts (including amendments, assignments, addendums and other ancillary documents forming a part of the contract), holdback agreements, termite inspection certificates, buyer and seller certificates as required under FHA, VA and other government sponsored loan programs, to effect the sale of such lots to purchasers:

John P. Fenn	Michael J. Gartlan	Matt Rizzo
Stephen J. Ruffner	Martha Vasquez	Thomas DiPrima
Chris Haines (only for Inland Empire Division matters)		Richard Keller*
Kari Cattani*		

; provided, that each person designated by an asterisk is not authorized to sign warranty/grant deeds;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all master subcontract agreements and related documents and material purchase agreements, subcontract work agreements and related documents with respect to the construction of improvements on real property:

John P. Fenn	Michael H. Freeman, Jr.	Michael J. Gartlan
Kenneth A. Hilligoss	Stephen J. Ruffner	Thomas DiPrima
Ron Mertz	Scott Ouellette	
Chris Haines (only for Inland Empire Division matters)		

RESOLVED FURTHER, that any one of the following persons, acting alone, is authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity, to sign, execute and deliver master consultant agreements, purchase orders and subcontracts for labor and materials and related documents with respect to development of real property:

John P. Fenn	Michael H. Freeman, Jr.	Michael J. Gartlan
Kenneth A. Hilligoss	Stephen J. Ruffner	Thomas DiPrima
Ron Mertz	Scott Ouellette	
Chris Haines (only for Inland Empire Division matters)		

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all master service agreements, vendor agreements, independent contractor sales agreements and supporting documents with respect to the marketing, sales and management of real property:

Bob Kronenfeld	Daniel C. Loth	Sonia Pena
Martha Vasquez	Peter Sparks	
Chris Haines (only for Inland Empire Division matters)		

RESOLVED FURTHER, that Stephen J. Ruffner, Chris Haines (only for Inland Empire Division matters), or Martha Vasquez, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with this Corporation's or any Corporation Entity's customer service and new home warranty activities and other business operations including, but not limited to, settlement agreements, purchase orders and subcontracts for labor and materials;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Michael J. Gartlan                      Stephen J. Ruffner  
Chris Haines (only for Inland Empire Division matters)

RESOLVED FURTHER, that any one of the following person(s), acting alone, be, and each hereby is, authorized and empowered to act on behalf of this Corporation in its capacity as a member (other than a sole member) of any limited liability company or as a partner (other than a general partner) of any partnership in which this Corporation owns an interest, directly or indirectly:

Stephen J. Ruffner                      Chris Haines (only for Inland Empire Division matters)

RESOLVED FURTHER, that Stephen J. Ruffner, President of this Corporation, and Chris Haines, Executive Vice President of this Corporation and President of its Inland Empire Division, be, and each hereby is, authorized, empowered and directed, for and on behalf and in the name of this Corporation and any Corporation Entity, to take such further actions and to do all such further things which he may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of the foregoing resolutions with respect to this Corporation or any Corporation Entity; provided that this authority for Chris Haines is limited to only Inland Empire Division matters.

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between February 25, 2013 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.