

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 2.16
(ID # 21625)

MEETING DATE:
Tuesday, May 02, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 37735 a Schedule "A" Subdivision in the Bermuda Dunes area.
District 4. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements for Final Tract Map 37735 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 37735.

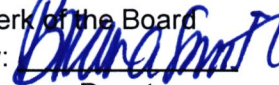
ACTION:Consent


Mark Lancaster, Director of Transportation 4/27/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 2, 2023
xc: Trans., Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Tentative Map of Tract Map 37735 was approved by the Board of Supervisors on June 15, 2021, as Agenda Item 21.1. Final Tract Map 37735 is a 3.70-acre subdivision creating 1 condominium lot in the Bermuda Dunes area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the Final Map. The Transportation Department recommends approval of this final tract map.

GHA Paloma Group VII, LLC desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

TR 37735 \$174,500 for the completion of road and drainage improvements.

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

ATTACHMENTS:

- TR 37735 Vicinity Map
- TR 37735 Improvement Agreement
- TR 37735 Mylars


Jason Farin, Principal Management Analyst 4/26/2023


Kelly Moran, Deputy County Counsel 4/13/2023

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and GHA Paloma Group VII, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 37735**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Hundred Seventy-Four Thousand Five Hundred and no/100 Dollars (\$174,500.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8 th Floor Riverside, CA 92501	GHA Paloma Group VII, LLC 30875 Date Palm Drive Suite C2 Cathedral City, CA 92234

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

GHA Paloma Group VII, LLC, a California limited liability company
By: GHA Investments, LLC, a California limited liability company

By _____

Print Name Mario J. Gonzales

Title Manager

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

**SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

Agreement for the Construction of Road/Drainage Improvements

Tract 37735

Page 3

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By _____

KEVIN JEFFRIES
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By _____

Deputy

APPROVED AS TO FORM

County Counsel

By _____

Revised 09/01/2020

Agreement for the Construction of Road/Drainage Improvements

Tract **37735**

Page 4

MAY 2 2023 2.14

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 3.27.23 before me, Karen Hansen, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Hansen (Seal)



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By: GHA Investments, LLC, a California limited liability company

By _____

Print Name Mario J. Gonzales

Title Manager

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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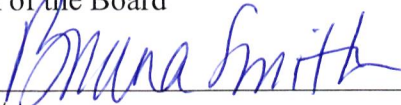
By  _____

EVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By  _____
Deputy

APPROVED AS TO FORM

County Counsel

By  _____

Revised 09/01/2020

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County of Riverside)

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(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Hansen (Seal)



CLERK OF SUPERIOR COURT
RIVERSIDE COUNTY
CALIFORNIA
JANUARY 8, 2026
EXPIRES

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Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8 th Floor Riverside, CA 92501	GHA Paloma Group VII, LLC 30875 Date Palm Drive Suite C2 Cathedral City, CA 92234

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

GHA Paloma Group VII, LLC, a California limited liability company
By: GHA Investments, LLC, a California limited liability company

By  _____

Print Name Mario J. Gonzales _____

Title Manager _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
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Tract 37735

Page 3

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

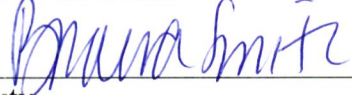
By  _____

DEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By  _____
Deputy

APPROVED AS TO FORM

County Counsel

By  _____

Revised 09/01/2020

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 3.27.23 before me, Karen Hansen, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Hansen (Seal)



Commissioner of the Superior Court
RIVER DE COUNTY
STATE OF MICHIGAN
KANSAS



**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order #

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION					
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#	10. DATE 05/04/2023	
4. ORGANIZATION County of Riverside			9. ACCOUNT #	11. MEDIA CODE	
5. ADDRESS County of Riverside Administrative Center 4080 Lemon Street, 1st Floor Annex, Room 127			12. NO. OF BOXES TRANSFERRED		
CITY Riverside, Ca. 92501			13. RECORDS TRANSFERRED BY:		
6. MAIL STOP Stop # 1010		7. Name Breanna Smith	PHONE # 955-1302	FAX# 955-1071	14. RECORDS COORDINATOR (must be Authorized):
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	ITEM NO. 2.16 BOS MEETING 05.04.2023				
	FINAL TRACT MAP NO 37735-SCHED A				
	Final Tract Map No 37735 - Sched "A" - Subdivision of Parcel A of Notice of Lot Line Adjustment No 180011 SEC 8 T5S R7E SBM with CC&Rs & Improvement Agreement				
21. RECORDS RECEIVED BY: <i>Samuel Joffe</i>			30. REMARKS		
22. TITLE		23. RECEIVED VIA:			
24. DATE RECEIVED:		25. TIME RECEIVED:			
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:			
28. NAME\DATE SCANNED TO HOLDING AREA:					
29. NAME\DATE SCANNED TO LOCATION:			RECEIVED RIVERSIDE COUNTY CLERK/RECORDER 2023 MAY -4 AM 10:09		



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2023 APR 12 PM 2:07

BOARD APPROVAL REQUIRED: Yes No
 COUNTY COUNSEL APPROVAL: Yes No

<input type="checkbox"/> AGREEMENT/CONTRACT	NO.:
---	------

REQUESTED BOARD DATE: 05/02/2023	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
----------------------------------	---

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:		SUPERVISORIAL DISTRICT: 3	

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 37735 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM37735 (TC-SU21)(DBF)
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Paul Hillmer	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):
THE FINAL TRACT MAP AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD. COB RETAINS 1 COPY OF EACH OF THE IMPROVEMENT AGREEMENTS AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.
THE FINAL TRACT MAP AND ONE COPY OF CC&R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
21625			

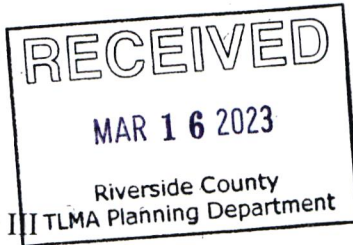
5/2/23 2.16
2023-5-155532



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE



DATE: March 16, 2023
TO: Kathleen Mitchell, TLMA Panning – Urban Planner III
FROM: Stephanie K. Nelson, Deputy County Counsel
Mary E. Miller, Senior Legal Support Assistant
RE: CC&R for TR37735 Volare

We have reviewed the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Volare TR37735 (CC&R's) submitted by GHA Paloma Group, VII, LLC.

As forwarded herewith, the documents are APPROVED as to form.

Accordingly, the requirements for Declarations of CC&R's for TR37735 are SATISFIED.

cc: Paulette Izaguirre (PIzaguir@rivco.org)
Karen Hansen (karen@ghacompanies.com)
Mario Gonzales (mario@ghacompanies.com)
Benjamin Egan (began@egancivil.com)

Prolaw = 202249641

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

GHA Paloma Group, VII, LLC
30875 Date Palm Drive, Suite C
Cathedral City, CA 92234

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
VOLARE
(Condominium Project)**

**THIS DECLARATION CONTAINS PROVISIONS TO SUBMIT ALL DISPUTES INVOLVING THE
DECLARANT TO BINDING ARBITRATION WITH A WAIVER OF THE CONSTITUTIONAL
RIGHT TO A JURY TRIAL.**

**CAREFULLY READ THE PROVISIONS OF THE SECTION ENTITLED "SUBMISSION OF ALL
DISPUTES INVOLVING DECLARANT, INCLUDING CONSTRUCTION DEFECT DISPUTES, TO
ARBITRATION" AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.**

[DRE C-Single Detached: 01/08/15]
[This Set: 03/03/23]

Prepared by:
Tim Murakami
Murakami Law Office
371 Van Ness Way, Suite 110
Torrance, CA 90501
Tel: (310) 709-2330

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EXECUTION PAGE

SUBORDINATION BY LIENHOLDER

EXHIBIT A - PROPERTY

EXHIBIT B-1 and B-2 - LANDSCAPE MAINTENANCE AREA

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
VOLARE**

This Declaration is made by **GHA PALOMA GROUP, VII, LLC**, a California limited liability company ("Declarant").

RECITALS

- A. Declarant is the owner in fee of that certain real property ("Property") in the unincorporated area of Riverside County, State of California, legally described in attached Exhibit A.
- B. Declarant intends to develop the Property into a Condominium project ("Project") under the provisions of California Civil Code Section 4125.
- C. Declarant desires to impose a general plan for the development, maintenance, improvement, protection, use, occupancy and enjoyment of the Project, and to establish, adopt and impose covenants, conditions, restrictions, easements, equitable servitudes, liens and charges upon the Project for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.
- D. This Declaration, and all Governing Documents for this Property, shall be deemed in full force and effect upon recordation of the first Grant Deed conveying fee title of a Condominium to an Owner in the Property.

NOW, THEREFORE, Declarant hereby declares that upon the First Close of Escrow, the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the improvement of the Property and division thereof into Condominiums. All of the limitations, covenants, conditions, restrictions, and easements shall constitute equitable servitudes in accordance with Civil Code Section 5975 and shall be binding upon Declarant and its successors and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property.

ARTICLE I
DEFINITIONS

*Article I provides definitions of the terms commonly used in this Declaration.
Defined terms are capitalized throughout the Declaration.*

All references in this Declaration to documents, code sections, ordinances, and similar references, include references to each of the items as amended or then currently in effect.

The following definitions apply unless otherwise required by the context:

Architectural Committee - The committee created pursuant to the Article herein entitled "*Architectural Control*."

Architectural Guidelines - The rules and standards adopted by the Board pursuant to the Section entitled "*Architectural Guidelines*" in the Article entitled "*Architectural Control*."

Articles - The Articles of Incorporation of the Association, including any amendments.

Assessments - A charge against the Owners and their Condominiums representing their share of the common expenses. The annual Assessment is a regular assessment as described in California Civil Code Section 5600.

Association - Volare Owners Association, a California nonprofit mutual benefit corporation formed to govern the Project, the Members of which shall be the Owners of Units in the Project. The term includes its agents, the Board or any committee, as applicable.

Board or Board of Directors - The governing body of the Association.

Bylaws - The bylaws of the Association, including any amendments.

Code Section - Refers to Codes of the State of California (e.g. "Civil Code", "Vehicle Code"). Reference to any specific Code Section includes any future successor Code Sections. Any applicable new legislation or future amendment of any Code Section referenced in this Declaration shall automatically amend this Declaration in the same way, without necessity for execution and recording of any amendment to this Declaration.

Common Area - The entire project except all Units, as further defined in the Condominium Plan, which shall be owned by the Owners of the Units as tenants-in-common. Any references in this Declaration to Common Area are references to the Common Area as a whole and to portions thereof.

Common Expenses - The actual and estimated expenses of the Association in performing its duties as set forth in the Governing Documents.

Compliance Assessment - An Assessment imposed against a particular Owner in order to reimburse the Association for any costs incurred in connection with that Owner's violation of the Governing Documents, or a monetary penalty imposed by the Association as a disciplinary measure for failure to comply with the Governing Documents. Compliance Assessments fall under the category of Special Assessments.

Condominium - An estate in real property (defined in Sections 783 and 4125 of the California Civil Code) consisting of both:

- (a) A separate interest in space called a "Unit"; and
- (b) An undivided interest in the Common Area.

Condominium Plan - The recorded diagrammatic drawings of the Units built or to be built on the Property which identifies the Common Area and each Unit pursuant to California Civil Code Section 4285.

Construction Defect - A claim for defects in the design or construction of all or any portion of the Property or Improvements located thereon (regardless of whether such claim is based on common law or statutory law, including, without limitation, California Civil Code sections 895, et seq.)

Declarant - The person or entity identified in the introductory paragraph of this Declaration; also, Declarant's successors to and assignees of special rights, preferences, or privileges designated herein, including any Mortgagees acquiring Declarant's interest in the Project by Foreclosure or deed in lieu of Foreclosure. Successor means a natural individual or any legal entity who acquires Declarant of substantially all of Declarant's assets by sale, merger, reverse merger, consolidation, sale of stock or assets, by operation of law or otherwise. Declarant has the right to determine in its sole discretion, that manner in which it transfers its obligations and rights reserved to it under this Declaration.

Declarant Parties - Declarant, developer, builder, general contractor, subcontractor and/or design professional who have participated in the development of the Project, or any insurer of any such party.

Declaration - This instrument and any amendments.

Deed of Trust - A three party security instrument conveying title to land as security for the repayment of a loan. Also called "Trust Deed." Reference to Deed of Trust includes a mortgage.

DRE - The California Department of Real Estate.

Eligible First Mortgagees - Holders of First Mortgages who have requested the Association to notify them of specified proposals and changes to the Governing Documents and other Association matters.

Exclusive Use Common Area - Those portions of the Common Area designated by the Declaration, the Condominium Plan or by law for the exclusive or restricted use of the Owners of particular designated Units.

Family - (a) one or more natural individuals related to each other by blood, marriage or adoption, domestic partnership or (b) a group of natural individuals not all so related, but who live as a common household in a Unit, such as roommates.

FHA - The Federal Housing Administration of the United States Department of Housing and Urban Project and any department or agency of the United States government which succeeds to the FHA's function of insuring notes secured by Mortgages on residential real estate.

FHLMC - The Federal Home Loan Mortgage Corporation (also known as The Mortgage Corporation) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporation.

First Close of Escrow - The date on which the first Grant Deed is recorded conveying fee title to a Condominium to the first Owner pursuant to a transaction requiring the issuance of a final subdivision public report by the Department of Real Estate.

First Mortgage or First Mortgagee - A Mortgage or Mortgagee that has priority over all other Mortgages or Mortgagees encumbering the same Condominium or any other portion of the Project. Without limiting the foregoing, a blanket Mortgage recorded prior to the recording of this Declaration is a First Mortgage and the Mortgagee thereof is a First Mortgagee.

FNMA - The Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation.

Foreclosure - The legal process by which the mortgaged property of a borrower in default under a Mortgage is sold, and the borrower's interest in that property is sold, pursuant to California Civil Code section 2924 et seq., or sale by the court pursuant to California Code of Civil Procedure section 725a et seq., and any other applicable law.

Governing Documents - All documents governing the Property, including this Declaration, the Articles, Bylaws, Condominium Plan, any maintenance manuals and any Rules and Regulations, as may be amended from time to time.

Grant Deed - A written instrument transferring title to real property.

Improvements - Without limitation, any structure and any appurtenance thereto including the buildings, any elevators, HVAC equipment, walkways, lighting systems, the structural elements of the building, any type of wall, awning, stairway, satellite dish, antenna, and sign. In addition, Improvement shall also mean the ceilings, doors and windows that enclose a Unit and the floor coverings that are installed in a Unit. The Architectural Committee may identify additional items that are Improvements.

Manager or Managing Agent - The party contractually engaged by the Association or Declarant to manage the Project and perform other duties of the Association.

Member - Any person who is an Owner based upon the provisions of the Governing Documents.

Mortgage - A two party security instrument pledging land as security for the performance of an obligation. Reference to Mortgage includes the Deed of Trust.

Mortgagee - The party entitled to performance by a mortgagor. Reference to Mortgagee includes any beneficiary under a Deed of Trust including a Deed of Trust on any portion of the Property, recorded prior to the recording of this Declaration.

Notice and Hearing - A notice of time and an opportunity for a hearing as provided for in the Governing Documents.

Occupant - An Owner, resident, tenant, lessee, sublessee, or other person residing in a Unit or their guests, and invitees.

Owner - The Person holding a recorded fee simple interest in a Condominium (including the Declarant), or the purchaser of a Condominium under an installment land sales contract. "Owner" does not include any person or entity having an interest in a Condominium merely as security for the performance of an obligation.

Party - The claimants and respondents in a proceeding to resolve a dispute.

Person - A person, partnership, limited liability company, limited partnership, corporation, Trustee or other legal entity.

Project or Property - The real property described in Exhibit A to this Declaration. The Project is a "Condominium Project" as defined in Section 4125 of the California Civil Code. The Property is a "Common Interest Development" as defined in Section 4100 of the California Civil Code.

Quorum - Members entitled to vote (in person or by proxy) holding a majority of the Total Voting Power of the Association constitute specifically, a quorum for business transactions at all Member meetings (except as otherwise specifically provided in any Governing Document).

Regular Assessments - Assessments used to meet the Association's normal operating expenses and to establish necessary reserves.

Rules and Regulations - The rules and regulations adopted by the Board pursuant to Civil Code Section 4340 et seq.

Service Lines and Facilities - Electric, telephone, cable television, community antenna television system, satellite television lines, water, gas, security system lines, sanitary sewer lines and drainage facilities, irrigation lines, meters and related facilities, lines, cables, wires or other conduits or devices for utilities and other similar service lines and facilities.

Special Assessments - Assessments levied on an as-needed basis to meet expenses of any extraordinary or capital nature and may include but are not limited to Compliance Assessments.

Total Voting Power - One hundred percent (100%) of the votes by Owners which may potentially be cast.

Trustee - A party (such as a title company) to whom legal title to real property is entrusted for the benefit of the beneficiary, as security for a loan.

Unit - The elements of a Condominium not owned in common with other Owners as defined in California Civil Code Section 4125. Each Unit is described and designated as a Unit in the Condominium Plan.

VA - The Department of Veterans Affairs of the United States and any department or agency of the federal government which succeeds to the VA's function of issuing guarantees of notes secured by Mortgages on residential real estate.

ARTICLE II

DIVISION, MAINTENANCE AND INSURANCE OF PROPERTY

Article II defines the extent of a Condominium and of Common Area, including portions of the Common Area which Owners of a Condominium are exclusively entitled to use, and assigns maintenance and insurance obligations to the Owners and the Association respectively. Ownership of each Condominium shall include a Unit, an undivided interest in the Common Area (or a portion of it), any Exclusive use Common Area appurtenant to the Unit, and Membership in the Association,

2.01 **Condominium**

A Condominium is comprised of the following:

(a) Units.

Each Unit consists of all elements and areas identified as such on the Condominium Plan.

(b) Common Area.

(1) The Property not constituting the Units is the Common Area.

(2) Each Owner of a Condominium in the Property will receive the following undivided interest in the Common Area in the Property: one/eighteenth (1/18).

(c) Exclusive Use Common Area.

(1) Exclusive Use Common Area includes portions of the Common Area designed to serve a particular Unit but located outside the boundaries of the Unit, as set forth in Civil Code Section 4145, if not shown and designated as such on the Condominium Plan.

(2) Use of the Exclusive Use Common Area is subject to reasonable restrictions contained in any Governing Documents.

2.02 **Repair and Maintenance of the Property by Owner**

(a) Owners must maintain, repair, replace, and keep in good orderly condition all of the following, in the manner stated herein: all of the Owner's Unit, which includes all of the dwelling structure (see the Condominium Plan for a detailed description), in a clean, sanitary and attractive condition.

(b) Owners shall comply with any water quality management plan ("WQMP") that was prepared for the Project, including, without limitation, any "best management practices" contained therein, and any other drainage area management plan prepared for the Project. A copy of the WQMP applicable to the Property shall be on file with the Association or its property manager.

- (c) Owners shall repair any damage to any real or personal property in the Project caused by an Owner or an Owner's Occupants or invitees, even if the damage is to an area otherwise maintained by the Association or another Owner. All the repairs shall be subject to prior approval of the Board.
- (d) Owners shall be liable to the Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Association to repair any damage to the Common Area, or any real or personal property in the Project, which may be sustained by reason of the negligent acts or omissions or the willful misconducts of said Owner or any member of his family, his guests, tenants, lessees, or their respective guests or invitees, whether minor or adult. Subject to Notice and Hearing and approval by a majority of the Board, any such costs and expenses shall be levied as either a Special or Compliance Assessment against said Owner. Damages may also include an amount equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Owner or person for whom the Owner may be responsible.
- (e) Notice and Mitigation Regarding Water Intrusion and Mold. In the event of intrusion of water into any Unit (including, without limitation, as a result of any roof, window, siding, plumbing or other leaks), and whether or not the cause of such leak constitutes a repair issue, the Owner of the affected Unit shall be obligated to immediately notify Declarant of such event, and Owner shall take all necessary and appropriate action to stop any such water intrusion. Declarant shall thereafter have the right to inspect the condition, including the right to assess the likelihood of mold and mildew, and to offer recommendations for mitigation of mold or mildew. Owners shall be obligated to take all reasonable steps to mitigate any possible spread or accumulation of mold or mildew. Nothing herein shall obligate Declarant to take any action, nor shall any rights of Declarant under this Section constitute an admission or acknowledgment that any causes of any water intrusion are the result of defective construction.

Owner's obligation to inspect the Unit for evidence of mold or mildew and to remedy any such infestation is enforceable by the Association as set forth in the article of this Declaration entitled "Duties and Powers of the Association." Further, failure of any Owner to timely notify Declarant of any such water intrusion shall be cause to deny future claims against Declarant relating thereto, which claims could have been mitigated had earlier action been taken.

2.03 **Repair and Maintenance of the Property by Association**

- (a) Except as otherwise specifically stated, the Association (not individual Owners) is responsible for maintaining, repairing, replacing, modifying, and altering Common Areas, including but not limited to the private street areas, detention basin, and exterior surfaces of any Exclusive Use Common Areas.
- (b) Pursuant to Civil Code Section 4340, the Board may adopt an operating rule, which reasonably addresses the responsibilities for maintenance of Common Area items not addressed in the Declaration. The rule adopted by the Board is subject to the right of the Members to reserve the rule adoption, pursuant to Civil Code Section 4365.
- (c) Graffiti Removal. The Association shall remove within forty-eight (48) hours all graffiti that is placed anywhere on the Common Areas of the Project and the Association, and its agents and contractors, shall have access upon and over all of the Units in the Project in order to accomplish the same.

- (d) WQMP. The Association shall comply with any water quality management plan ("WQMP") that was prepared for the Project, including, without limitation, any "best management practices" contained therein, and any other drainage area management plan prepared for the Project. A copy of the WQMP applicable to the Property shall be on file with the Association or its Manager.
- (e) The Association's responsibility for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or omission of an Owner, Owner's Occupant(s) or their pets, except if the repair is covered by the insurance carried by the Association, the Association shall be responsible for making the repairs, and the responsible Owner shall pay any deductible pursuant to the insurance policy. If the Owner fails to make such payment, then the Association may make such payment and shall charge the responsible Owner a Compliance Assessment for reimbursement of such payment, which charge shall bear interest as set by the Board (but no greater than the maximum rate allowed by law) until paid in full.
- (f) Any repairs arising out of or caused by the willful or negligent act of an Owner, or his Occupants, or their pets, the cost of which is not covered by insurance carried by the Association, shall be made by the responsible Owner, provided the Board approves the person actually making the repairs and the method of repair. If the responsible Owner fails to take the necessary steps to make the repairs within a reasonable time under the circumstances, the Association shall make the repairs and charge the cost thereof as Compliance Assessment to the responsible Owner, which cost shall bear interest as set by the Board (but no greater than the maximum rate authorized by law) until paid in full. If an Owner disputes his or her responsibility for the repairs, the Owner shall be entitled to Notice and Hearing as provided in the Bylaws before any charge may be imposed.
- (g) The Board may adopt Rules and Regulations to modify any provision concerning the maintenance obligation of Owners and Association, to resolve any conflict or omission in this Declaration in addressing a maintenance item.

2.04 **Landscape Maintenance**

- (a) All maintenance of landscaped areas will occur in accordance with Ordinance No. 859 (as adopted and any amendments thereto) and the County of Riverside Guide to California Friendly Landscaping.
- (b) Pursuant to the provisions of Ordinance No. 859 (as adopted and any amendments thereto), use of water-intensive landscaping is prohibited. Only use of low water landscaping is permitted.
- (c) The Association is responsible for the maintenance and upkeep of all front yard water efficient landscaped areas, including synthetic turf, shown in attached Exhibit B-1 and B-2, and irrigation systems.

2.05 Association Insurance

- (a) The Board shall obtain and maintain the following insurance coverages:
- (1) A master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Common Areas.
 - (A) The form, content, and term of the policy and its endorsements and the issuing company shall satisfy the minimum requirements for this type of Project by FNMA and FHLMC.
 - (B) The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or its equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild.
 - (C) The policy shall name as insured the Association, the Owners and all Mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.
 - (D) Notwithstanding subparagraph (a)(1) above, the Board may, after consultation with its insurance professional and if it deems it prudent to do so, purchase coverage with deduction for depreciation and/or coinsurance.
 - (2) Comprehensive public liability insurance in a reasonably prudent amount that covers the Association, Board, Managing Agent, Owners, Occupants and any other agents or employees incident to the Ownership or use of Common Area against physical injury, death and property damage arising out of a single occurrence. The Board should consider maintaining insurance in the amount specified by Civil Code Sections 5800 and 5805.
 - (3) If available, an extended coverage endorsement clause known as "Special Form", and a clause that permits a cash settlement to cover the full value of Improvements in case of destruction and a subsequent decision not to rebuild.
 - (4) Fidelity bond coverage for its directors, officers, and employees in an amount that is equal to or more than the combined amount of the reserves of the Association and total assessments for three (3) months. The fidelity bond shall also include computer fraud and funds transfer fraud. If the Association uses a managing agent or management company, the fidelity bond coverage shall additionally include dishonest acts by that person or entity and its employees. Fidelity bonds must provide for a ten (10) day written notice of modification or termination to any insurance trustee, and to each FNMA servicer who has filed a written request with the carrier for such notice.

- (5) Workers' compensation insurance, in compliance with all applicable laws (if there are any employees or any workers hired to work in the Common Areas). If contractors are utilized, the Association should require evidence of Workers Compensation insurance and a certificate of insurance verifying Comprehensive General Liability insurance in a minimum amount of \$1,000,000.00, naming the Association as additional insured. The contractor's policy shall have a minimum 30 day notice of cancellation provision.
 - (6) Director and officer liability insurance ("D&O") in an amount that satisfies Civil Code Section 5800(a). In the absence of gross negligence, intentional misconduct, or fraud, the Association shall indemnify directors and officers from personal liability for claims made as a result of the performance of their duties.
 - (7) Any other insurance policy the Association deems appropriate.
- (b) Association insurance policies shall contain the following provisions, if available:
- (1) Statements that the policies are primary and non-contributing;
 - (2) Statements that an Owner's conduct will not constitute grounds for avoiding liability;
 - (3) Inflation Guard Endorsement (if obtainable at a reasonable cost);
 - (4) Standard Mortgagee clause, and name as Mortgagee FNMA or servicer (if applicable).
- (c) The Board shall consider including in the Association policy earthquake insurance and flood insurance coverage available under the appropriate programs for the National Flood Insurance Agency, or any other such agency.
- (d) Each hazard insurance policy must be written by a carrier who meets FNMA requirements for a "Best Rating."
- (e) Owners appoint the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreement.
- (f) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors, and the Owners and occupants of the Condominiums and Mortgagees, and all Owners are deemed to have waived subrogation rights as to the Association and/or other Owners, whether or not their policies so provide.
- (g) All insurance policies must require a written thirty (30) day notice of modification or termination of coverage from the insurer to the Association, Declarant, Owners and their Mortgagees, and any interested party who requests such a notice.
- (h) The Association is not obligated to provide intra-Unit public liability insurance or any protection against risks customarily covered under "homeowners" or "broad form homeowners" policies. Owners may individually insure against such risks.

- (i) The Board shall adopt policies and procedures regarding the filing and processing of claims for damage and destruction of Common Area Improvements or any other matters covered by insurance maintained by the Association.
- (j) At least annually, the Board must review the Association's insurance policies.
- (k) The amount, term and coverage of any policy required herein shall satisfy the minimum requirements imposed for this type of project by the FHA, FNMA and FHLMC or any successor to either of those entities. If any of the requirements conflict, the more stringent requirement shall be met. If FHA, FNMA and FHLMC do not impose requirements on any policy required herein, the term, amount and coverage of such policy shall be no less than that which is customary for similar policies on similar projects in the area.

2.06 **Owner Insurance**

- (a) It is each Owner's option to obtain insurance for the Owner's Unit.
- (b) It is each Owner's option to obtain insurance for the following:
 - (1) Insurance for the personal property or potential liability occurring within a Unit; however, an Owner shall not obtain any insurance that potentially may cause a reduction in the Association's insurance proceeds. If an Owner violates this provision, the Owner shall be liable to the Association for any reduction in the Association's insurance proceeds;
 - (2) Loss Assessment coverage for certain future Special Assessments; and
 - (3) Any other available insurance.
- (c) It is the Owner's responsibility, if desired, to obtain loss assessment coverage for certain future Special Assessments, earthquake insurance and any other available insurance for the Unit.
- (d) The Board may require tenants to carry renters insurance to protect personal property against loss and limit exposure to personal liability claims.
- (e) Each Owner shall obtain and be able to provide to the Association satisfactory proof that Owner has obtained all insurance coverage Owner is required to obtain pursuant to this Section.

2.07 **Inspections by Declarant**

- (a) For a period of ten (10) years after the last sale by Declarant, Declarant shall, in its sole discretion, be entitled to inspect all Common Areas of the Property with or without notice to the Association and shall, within its sole discretion and at its expense, be entitled to cure any defect, whether or not the Association or any Owner has complained of such defect. Declarant may request permission to inspect individual Units for the sole purpose of discovering and repairing any structural defects. Nothing set forth herein shall obligate Declarant to perform any inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner/Association.

ARTICLE III

OWNERS GENERAL USE RESTRICTIONS

Article III defines the manner in which residential Condominiums may be used.

3.01 Unit Use

- (a) A Unit may only be used for a single family dwelling.
- (b) An Owner may lease a Unit for residential purposes provided:
 - (1) There is a written agreement;
 - (2) The lease states it is subject to all the provisions of the Governing Documents and that any failure to comply with any provision of this Declaration or the other Governing Documents shall constitute a default under the terms of said agreement;
 - (3) A copy of this Declaration is made available to each tenant or lessee by the Owner so leasing;
 - (4) Owners must give the Board the names and telephone numbers of all Occupants;
 - (5) An Owner may lease a Unit for short term vacation rental purposes, including Airbnb, or transient purposes;
 - (6) Owners, at all times, are responsible for their Occupant's compliance with all of the provisions of the Governing Documents in the occupancy and use of the Units; and
 - (7) The Association shall have a right of action directly against any Occupant for any breach of any provision of the Governing Documents.
- (c) Subject to Declarant's rights pursuant to the Article entitled "*Easements*" herein, occupations and businesses that do not interfere with the residential nature or character of the Property or quiet enjoyment by other Owners may be carried on within a Unit, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no external evidence of any such occupation, such as an unreasonable increase in visitors, or an increase in the sound or smell emanating from the Unit.

3.02 Common Area Use

- (a) Common Area and Exclusive Use Common Area, if any, may only be used for purposes which are compatible with usages customarily associated with Common Areas located within residential developments in California, and subject to the limitations described in this Declaration and other Governing Documents.

- (b) Any Owner may, subject to the Governing Documents, delegate their rights of use and enjoyment of any Common Area facilities to any Occupant of the Unit. If an Owner has rented or leased the Unit, such rights shall be automatically delegated to the tenants or lessees for the duration of their tenancy, and the Owner shall forfeit any rights to use and enjoy any such facilities for the duration of such tenancy.

3.03 Landscaping

The Association and Occupants shall use only low water use landscaping and are prohibited from using water-intensive landscaping, pursuant to the provisions of Ordinance No. 859.

3.04 Nuisances

- (a) Illegal, offensive, obnoxious actions, or noxious odors that interfere with any Occupant's quiet enjoyment are not permitted anywhere on the Property.
- (b) An Occupant may not cause the level of noise or sound from the Unit to interfere with the quiet enjoyment of an Occupant of a Unit within the Project (e.g., loud music or television, shouting, slamming of doors, etc.)
- (c) The Board shall have the right to determine if any unreasonable action, odor, noise or other conduct constitutes a nuisance, and to appropriately deal with the situation.
- (d) Each Owners shall be accountable to the Association and other Owners for the conduct and behavior of Occupants of the Unit.

3.05 Debris, Trash, Refuse and Hazardous Materials

- (a) Weeds, rubbish, debris, objects or materials of any kind that are unsanitary, unsightly, or offensive may not be placed or permitted to accumulate in any Unit or the Common Area.
- (b) No person shall discharge into the Project's sewer system or storm drain any toxic or noxious liquids or materials in such concentrations as to be detrimental to or endanger the public health, safety, or welfare of an Occupant, or violate any law.

3.06 Signs

- (a) Subject to Civil Code Sections 712 and 713, and any local ordinance, an Owner may advertise a Condominium for sale or lease with a sign with a size, format, and location previously approved by the Board.
- (b) Owners are subject to Civil Code Sections 4705 and 4710 in regard to the display of non-commercial flags, banners, signs and posters.

- (c) No other sign, poster, display, or advertising device may be displayed anywhere on the Property visible outside a Unit without the prior written consent of the Board.
- (d) As long as Declarant owns a Condominium, Declarant may erect and maintain any signs, advertising devices or structures to conduct development, improvement, subdivision, sale or leasing operations on the Property without Board or Architectural Committee approval, as long as the activities do not unreasonably interfere with any Owner's use of the Property.

3.07 **Parking Regulations**

- (a) **Authorized Vehicles.** The following vehicles are authorized within the Property: motorized land vehicles designed and used primarily for noncommercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less (collectively, "Authorized Vehicles"). Authorized Vehicles may be parked in any portion of the Property intended for parking of motorized vehicles.
- (b) **Prohibited Vehicles.** The following vehicles are prohibited within the Property: recreational vehicles (e.g. motorhomes, travel trailers, camper vans, boats, etc.), commercial-type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board (collectively, "Prohibited Vehicles"). Prohibited Vehicles shall not be parked, stored or kept on any public or private street within, adjacent to or visible from the Property or any other Common Area parking area, except for brief periods for loading, unloading, making deliveries, emergency repairs, or unless specifically authorized by the Board.
- (c) Regardless of whether a specific vehicle meets the definition of an Authorized Vehicle or Prohibited Vehicle, the Board shall have the right to reasonably determine if a specific vehicle is permitted to be parked within the Project.
- (d) All applicable provisions of the California Vehicle Code will be enforced on any private streets on the Property in accordance with California Vehicle Code Section 22658 (or any successor statute regarding removal of parked cars and required warning signs). The Association may establish "Parking" and "No Parking" areas within the Common Area, in accordance with California Vehicle Code Section 22658 (or successor statute).
- (e) The Board may establish parking Rules and Regulations.
- (f) The Association has the right and obligation to enforce all parking restrictions and to remove any violating vehicles in accordance with the California Vehicle Code, or other applicable laws.
- (g) No explosives, fireworks, or highly flammable material such as gasoline, kerosene, oil, oil-based paints, solvents, etc. may be stored in any garage.
- (h) Garage doors may not be left open, except as temporarily necessary or while used for entering or exiting.

- (i) All vehicles owned or operated by a resident of a Unit shall be parked in the garage. Garage space shall not be converted into any use (such as a recreational room or storage room) that would prevent its use as parking for the number of vehicles the space was designed to contain. The Association may establish rules for the parking of vehicles in the Common Area.
- (j) Any guest parking areas in the Project are intended for use by guests of Owners and Occupants in the Project and may not be used on a long-term or routine basis by Owners, Occupants and/or guests.
- (k) The provisions of this Section are intended to comply with California Vehicle Code Section 22658 (regarding illegally parked cars) in effect on the date this Declaration was recorded.

3.08 **Pet Regulations**

- (a) A reasonable number of domesticated pets may be kept in a Unit, provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times. Other small pets are permitted. In Civil Code Section 4715 "Pet means any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the association and the homeowner." The Board may establish rules and regulations governing size, weight and number restrictions of animals that may be allowed in the Project.
- (b) No pets shall be permitted that are a nuisance or which create any unreasonable disturbance. If a pet is determined to constitute a nuisance pursuant to the Section entitled "Nuisances," the Board may carry out enforcement measures, including fines and permanent removal of the animal from the Project.
- (c) A pet may only enter the Common Area while on a leash held by a person capable of controlling it. No pet may be tied or left unattended in any Common Area.
- (d) Owners and Occupants must prevent their pets from soiling the Common Area, and shall promptly clean up any waste left by their pets.
- (e) The Owner of a pet is responsible for any damage to the Common Area caused by the pet. The Owner of a pet shall have sole liability for all damages claimed by any person harmed by such pet, and shall defend, indemnify and hold harmless all other Owners, Declarant (as long as Declarant owns a Unit), the management company, the Association and the Board of Directors from any and all losses, costs, and liability arising from having any pet on the Property.
- (f) Occupants must obtain approval from the Owner before keeping pets in the Unit. The Owner shall be responsible for an Occupant's compliance with any Rules and Regulations regarding animals within the Project. Both the Occupant and Owner of the Unit shall have joint and several liability for any damage, including personal injury and property damage, claimed by any person harmed by such pet.
- (g) No domestic dog shall be within the Property that has, when unprovoked:
 - (1) Bitten a person
 - (2) Inflicted injury on or killed a human being;
 - (3) Been determined, by the Board or local governmental authority, to be potentially dangerous;

- (4) On two separate occasions within the prior 36-month period, engaged in any behavior that required a defensive action by any person to prevent bodily injury when the person and the dog are outside the Unit of the Owner or keeper of the dog; or
- (5) Killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal outside the Unit of the Owner or keeper of the dog.

3.09 Antennas, Satellite Dishes, and Other Transmission Devices

- (a) No television, radio, data transmission poles, antennas, satellite dishes, and like devices or technological evolutions or equivalents of the foregoing, other than those originally installed by the Declarant, shall be constructed, erected or maintained on or within the Project, unless authorized by the Board.
- (b) Notwithstanding the foregoing, all restrictions on the foregoing devices shall be subject to all applicable federal state and local laws, including, but not limited to, the Federal Telecommunications Act of 1996 and California Civil Code Section 4725.

3.10 Exterior Lighting

Any exterior electrical, gas or other artificial lighting installed on any Unit 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 Unit. Further rules regarding exterior lighting may be promulgated by the Architectural Committee.

3.11 Window Covers

Newspaper, aluminum foil or similar materials may not be used as window coverings.

3.12 Common Fences

- (a) An easement exists appurtenant to any Unit for any "Common Fences" (fences on boundary lines between the Units and/or Common Area) originally installed by the Declarant, whether or not the fences are located precisely on the Unit boundary line.
- (b) Fences and monuments on the boundary line of adjoining Units with the adjoining Owners shall be subject to the provisions of Civil Code Section 841.
- (c) Owners with a Common Fence have an equal right to use the fence, with the following provisions:
 - (1) Each Owner has exclusive right to use the interior surface of the fence facing the Unit;
 - (2) Owners may not drive nails, screws, bolts or other objects more than half way through any Common Fence;
 - (3) Owners may not interfere with the adjacent Owner's use and enjoyment of the Common Fence;

- (4) Owners may not threaten or impair the structural integrity of the Common Fence; and
- (5) If any portion of the fence (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant Owners' joint expense.

3.13 Air Conditioners and Other Equipment

Air conditioners, heating, cooling, ventilating equipment and all other mechanical, lighting, or electrical devices shall be so operated and located so that they do not disturb the peace, quiet, and comfort of neighboring Occupants residing in Units and shall be screened, shielded and/or sound buffered from surrounding Units, streets and other portions of the Common Area. All such equipment must be installed and operated in accordance with all applicable provisions of the local Codes and any other applicable requirements.

3.14 Indemnity by Owner

Owners shall defend and indemnify and hold the Declarant, Association, Managing Agent, and other Owners harmless without limitation on any claims arising from the Owner's and/or any other Unit Occupant's negligence or willful misconduct for damages sustained on the Common Area, including any costs incurred.

3.15 Use/Alteration Affecting Insurance Rates

- (a) Acts that threaten cancellation or an increase of insurance rates for the Property may not be committed without Board approval.
- (b) If a particular Owner's use or activity is the cause of increased insurance rates, the responsible Owner is personally liable for the additional insurance premiums for the Association.

3.16 Owner's Failure to Comply

Owners acknowledge by acceptance of the Grant Deed or other conveyance for a Unit, whether or not it shall be expressed in any such deed or other instrument, that the covenants, conditions and restrictions set forth in this Article benefit the Association, and that the Association has a substantial interest in assuring compliance with, and enforcement of, this Section. In the event that an Owner fails to comply with the conditions, obligations, regulations, and maintenance set forth within the Governing Documents, the Board may deliver written notice to such Owner demanding compliance and informing said Owner of the particular condition, obligation, regulation or maintenance requirement that has been violated. Upon receipt, Owner shall have thirty (30) days, unless an alternate reasonable time is established by the Board, to correct the violation. In the event that said Owner continues the violation beyond the designated period, the Board shall have the right to enter onto any Unit to remedy the violation, and the Owner shall be charged a Compliance Assessment equal to the Board's cost of repair for which the Board may obtain a court order and judgment for the Special Assessment which shall continue to accrue until judgment is entered.

3.17 **Declarant's Exemption from Use Restrictions**

- (a) Conveyance of a substantial number of the Condominiums is essential to the establishment and welfare of the Project. In order that all work necessary to complete the Project and to establish a substantially occupied Project may proceed as rapidly as possible, nothing in this Declaration shall be understood or construed to:
- (1) Prevent Declarant, its contractor or subcontractors, or any of their representatives, from doing any work on or at the Property or any part thereof for the purposes of completing the build-out of the entire Project, including without limitation, any Units, Common Area or any other part of the Property or Project;
 - (2) Prevent Declarant, its contractors, subcontractors, or any of their representatives, from erecting, constructing and maintaining on any part or parts of the Property owned or controlled by Declarant, including without limitation, such structures as may be reasonably necessary to complete the Project, establish said Project as a residential community and dispose of the same by sale, lease or otherwise;
 - (3) Prevent Declarant from maintaining or displaying such sign, pennants and flag on the Project (except upon Units owned by others) as may be necessary for the sale, lease or disposition thereof; or
 - (4) Subject Declarant to the architectural control provisions of Article VII for construction of any Unit or other Improvements on the Project.
- (b) The foregoing rights of Declarant shall terminate upon sale of Declarant's entire interest in the Project. So long as Declarant, its successors and assigns, owns a Unit, Declarant, and its successors and assigns, shall be subject to the provisions of this Declaration and enjoy the benefits conferred on Declarant pursuant to the provisions of this Declaration, including without limitation, pursuant to this Section.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Article IV defines Owners' Membership and voting rights.

4.01 **Organization**

The Association is a California nonprofit mutual benefit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents.

4.02 **Membership**

Every Owner is automatically an Association Member. Each Member shall be obligated promptly, fully and faithfully to comply with the provisions of this Declaration, and the Bylaws of the Association, and any Rules and Regulations from time to time which may be prescribed by its officers or Directors.

4.03 **Membership Classes**

(a) The Association has two (2) classes of voting Membership:

(1) Class A Members - All Owners (other than Declarant), entitled to one (1) vote for each Unit owned.

(2) Class B Member - Declarant, entitled to three (3) votes for each Unit owned by Declarant.

(b) Class B Membership irreversibly ceases and converts to Class A Membership on the first to occur of the following:

(1) The total votes held by Class A Membership is equal to or is greater than the total votes held by Class B Membership (tripled); or

(2) Two (2) years after the First Close of Escrow of a Condominium in the Project.

4.04 **Voting Rights and Requirements**

(a) Voting rights shall commence for each Unit within the Project when Assessments against the Unit have been levied by the Association.

(b) Co-Owners shall have the following voting rights:

(1) Each Co-Owner has an indivisible interest in a single Membership.

(2) Each Unit's vote is cast as a single unit, without fraction. If Co-Owners cannot unanimously agree how to cast their vote, they forfeit their right to vote on the matter in question.

- (3) If a Co-Owner casts a vote representing a certain Unit, it will be presumed for all purposes to be a vote with the authority and consent of all other Co-Owners of the Unit.
- (c) Unless otherwise specifically required, Membership approval requires the affirmative vote of a majority of a quorum of each class of Membership (and after conversion, approval of Class A only).
- (d) If Membership approval of a specified prescribed majority (e.g. 67%) of the voting power (other than Declarant) is required, the following rules apply:
 - (1) If both Class A and Class B Members exist, the required vote is a bare majority of Class B voting power, and the prescribed majority of Class A voting power; or
 - (2) After conversion to all Class A Memberships, the required vote is the prescribed majority of the Total Voting Power of Members other than Declarant.
- (e) With the exception of the provisions of Section 2792.4 of the Regulations of the Real Estate Commissioner pertaining to enforcement of Declarant's obligation to complete Common Area Improvements, no provision which requires the approval of a prescribed majority of the voting power of Members of the Association other than the Declarant for action to be taken by the Association is intended to preclude the Declarant from casting votes attributable to Units which Declarant owns.

4.05 Consent to Electronic Meetings under Corporations Code

The acquiring ownership of a Condominium shall be deemed to be irrevocable consent of each Owner of record of the Condominium to have Association meetings of Members be conducted entirely by electronic video screen transmission by the Association without any physical location at which a member could attend in person. The electronic video screen transmission shall provide Members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including the opportunity to read or hear the proceedings of the meeting concurrently with the proceedings. The Board shall make and maintain a record of the votes and other action taken at such meetings. This consent shall be deemed to fulfill all requirements under Corporations Code Section 7510 (f).

4.06 Transfer of Membership

- (a) Membership of each Owner shall be appurtenant to the Unit owned and may only be (and is automatically) transferred upon conveyance of title to a Unit to the new Owner.
- (b) In connection with any transfer or change of ownership of any Unit, the Association and Owners must comply with Civil Code Section 4525.

4.07 **Transfer of Control to the Association**

Transfer of control of the Association (i.e. when non-developer owners have greater voting power than the developer) shall pass to the Condominium Owners within the Project no later than the earlier of the following:

- (a) One hundred twenty (120) days after the date by which 75% of the Condominiums have been conveyed to Owners other than Declarant;
- (b) Three (3) years after the first close of escrow in respect of the conveyance of a Condominium to an Owner other than Declarant; or
- (c) The time frame established under state or local condominium laws if specific provisions regarding transfer of control exist.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

Article V describes in detail the duties and powers of the Association to govern its Members and maintain the Common Areas.

5.01 Commencement of Duties

The Association's responsibilities shall commence upon the First Close of Escrow of a Condominium. Notwithstanding the foregoing, if the contractors or subcontractors chosen by Declarant are contractually obligated to perform maintenance on the Common Area or have warranted any work performed in the Common Area, the Association shall accept the performance of such warranty or other contractual maintenance obligations.

5.02 Specific Association Duties and Powers

The duties and powers of the Association are those set forth in the Governing Documents, together with its general and implied powers as a nonprofit mutual benefit corporation, generally to do all things which are necessary or proper for the peace, health, comfort, safety and general welfare of its Owners, including without limitation, the following:

- (a) Enforce the applicable provisions of the Governing Documents and other instruments for the ownership, management and control of the Project.
- (b) Contract for goods and/or services for Common Areas.
- (c) Borrow money with the assent of sixty-seven percent (67%) of the Total Voting Power and/or to mortgage, pledge, or otherwise hypothecate any of its real or personal property as security for money borrowed or debts incurred.
- (d) Exercise any powers normally exercised by residential homeowner associations under the laws of the State of California.
- (e) Have the authority, through the Board, to enter into a maintenance agreement, as reviewed by DRE, with Declarant for temporary suspension of a portion of Regular Assessments.
- (f) To the extent not assessed to or paid by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Property. In addition, if the Condominiums in the Project are taxed under a blanket tax bill covering all of the Condominiums, each Owner shall pay his or her proportionate share of any installment due under the blanket tax bill to the Association at least ten (10) days prior to the delinquency date; and the Association shall transmit the taxes to the appropriate tax collection agency on or before the delinquency date.

- (1) Blanket taxes shall be allocated among the Owners and their Condominiums based upon the prorated square footage of each Unit. The Association shall, at least forty-five (45) days prior to the delinquency date of any blanket tax installment, deliver to Owners a copy of the tax bill, along with a written notice setting forth the Owner's obligation to pay his or her proportionate share of the tax installment and the potential additional charges to the Owner for failure to comply.
- (2) The Association shall pay the taxes on behalf of any Owner who does not pay his or her proportionate share. The Association shall add to the Annual Assessment of a delinquent Owner the amount of any sum advanced, plus interest at the rate of ten percent (10%) per annum and any amount necessary to reimburse the Association for any penalty or late charge actually assessed in connection with the blanket tax bill, which late charge results from the failure of the delinquent Owner to make timely payment of his or her proportionate share of the taxes.

5.03 **Contracts**

- (a) The Board may not ordinarily take any of the following actions unless approved by a majority of Members (other than Declarant) constituting a quorum, at a meeting or by written ballot without a meeting, pursuant to Corporations Code Section 7513:
 - (1) Enter into a contract for a term longer than one (1) year with a third person who furnishes goods or services for the Association, with the exception of the types of contract specified in subparagraph (b) below.
 - (2) Incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.
 - (3) Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.
 - (4) Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.
- (b) Notwithstanding the provisions of paragraph (a)(1) above, the Board is authorized to enter into the following types of contract for a term longer than one (1) year with a third person who furnishes goods or services for the Association:
 - (1) A management contract with terms approved by the FHA or VA;
 - (2) A contract with a public utility company if the Public Utilities Commission regulates rates charged for materials or services, provided that the contract term does not exceed the shortest term for which the supplier will contract at the regulated rate;

- (3) Prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration, provided that the policy permits short-rate cancellation by the insured;
- (4) Agreements for satellite dishes or cable television services and equipment, not to exceed five (5) years duration, provided that the Declarant's ownership interest in the entity does not exceed ten percent (10%);
- (5) Agreements for sale, lease, installation or services of burglar and fire alarm equipment, not to exceed five (5) years duration, provided that Declarant's ownership interest in any entity involved does not exceed ten percent (10%);
- (6) A management contract for a term not to exceed three (3) years that is terminable by the Association after no longer than one (1) year without cause, penalty or other obligation upon ninety (90) days written notice of termination to the other party;
- (7) Lease agreements for laundry room fixtures and equipment, if any, not to exceed five years duration, provided that Declarant's ownership interest in the lessor under the agreement does not exceed ten percent (10%).

5.04 Authority of Board to Alter Boundaries of Condominiums

If any building or portion thereof containing Condominiums is damaged or destroyed or in need of renovation or rehabilitation and the building is repaired or reconstructed, the Condominium building may be repaired or reconstructed in a manner that alters the boundaries of the Units and/or Common Areas provided all of the following conditions are satisfied:

- (a) The alteration has been approved by the Board of Directors, by Members holding a majority of the Total Voting Power of the Association, and by the holders of any First Mortgages to the extent required herein;
- (b) The Board has determined that the alteration is necessary in order to comply with current building code requirements, to meet current building construction standards and procedures, or to improve the conditions and quality of the Condominium building;
- (c) The alteration does not materially change the location of any Unit or materially reduce the size of any Unit without the consent of the Owner of such Unit and the holders of any First Mortgages thereon. For purposes of this Declaration, a material reduction in the size of the Unit shall mean any alteration that increases or decreases the square footage of the interior floor space of the Unit by more than five percent (5%) from that which was originally constructed by Declarant;
- (d) The Board has determined that any alteration that will relocate or reduce the Common Areas will not unreasonably interfere with the rights of the Owners and occupants to use and enjoy the Common Areas; and
- (e) The Condominium Plan is amended to reflect the alteration to the Units or Common Areas.

5.05 **Right of Entry**

- (a) The Association has the right to enter any Unit or Exclusive Use Common Area to determine compliance with the Governing Documents and to perform its duties, including the duties to enforce the Governing Documents.
- (b) In case of emergency, or by court order, a Unit may be entered immediately.
- (c) Absent an emergency or court order, a Unit or its Exclusive Use Common Areas may only be entered at reasonable hours after the Owner has received three (3) days' written notice. The written notice of entry must state explicitly the Association's reason for the necessity to enter any Unit or Exclusive Use Common Area.
- (d) Entry must be made with as little inconvenience as possible to the Owner/Occupant and without a breach of the peace. If the Association has reason to expect a breach of the peace upon entry, it may take such preventive steps as it deems necessary, including obtaining a court order.

ARTICLE VI

COVENANTS FOR ASSESSMENT

Article VI describes Assessments which Owners pay in order to fund Association functions, including maintenance, insurance, etc.

6.01 Assessments

- (a) Assessments shall be levied by the Association for improvement and maintenance of the Common Area, administration of the Property, and to promote the recreation, safety, and welfare for the common good of all the Owners.
- (b) Owners, by acceptance of a Grant Deed to a Condominium, whether or not it shall be so expressed in any deed, covenant and agree to pay all Assessments to the Association.
- (c) Assessments and related interest, collection costs, and reasonable attorneys' fees are the personal obligations of the Owner, but are not the personal obligation of successors in title unless expressly assumed by them. The Condominium remains subject to any Assessment liens of record, except upon Foreclosure of a First Mortgage, as stated in the Article entitled "*Mortgagee Protection*."
- (d) Pursuant to Civil Code Section 5600, the Association shall comply with obligations under the Governing Documents regarding levying Regular and Special Assessments.
- (e) Pursuant to Civil Code Section 5600(b), the Association may not collect an Assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.
- (f) Pursuant to Civil Code Section 5605(a), 5300(b), and 4070, the Association shall comply with all requirements regarding annual increases in Regular Assessments.
- (g) Pursuant to Civil Code Section 5605(b), the Board shall comply with all regulations regarding imposing Regular or Special Assessments and complies with all regulations regarding approval of a majority of quorum members as per Civil Code Section 4070 and defined in Section 5605(c).
- (h) Pursuant to Civil Code Section 5610, the Board shall comply with all regulations regarding Assessments necessary for emergency situations as defined in Section 5605.

6.02 Commencement; Due Dates of Assessments

- (a) Regular Assessments against all Condominiums in the Project commence on the first day of the month following the First Close of Escrow within the Project.
- (b) Regular Assessments shall be due and payable in any reasonable manner established by the Board.

6.03 **Equal Assessment Rate**

Regular Assessments and Special Assessments shall be assessed between the Condominiums equally.

6.04 **Assessment Duties of the Board of Directors**

- (a) The Board must levy Regular and Special Assessments in compliance with Civil Code Sections 5600, 5605, 5610, 5615, 5620 and 5625.
- (b) The Board must establish separate bank accounts for operating monies and reserve monies. In the event of transfer or conveyance of an Owner's fee simple title to a Unit, said Owner shall have no further right or interest in any Assessments collected prior to such transfer. Assessments collected in accordance with the provisions of the Governing Documents shall be appurtenant to a Unit and shall automatically transfer to a new Owner in the event of sale.

6.05 **Effect of Nonpayment of Assessments: Delinquency and Remedies of the Association**

- (a) An Assessment is delinquent ("Delinquent Assessment") if not paid within fifteen (15) days after the due date. A Delinquent Assessment includes:
 - (1) A late charge imposed by the Board to the maximum amount in accordance with California Civil Code Section 5600;
 - (2) Reasonable collection costs and attorney's fees; and
 - (3) Interest on all costs and charges at the maximum permissible rate, commencing thirty (30) days after the Assessment is due.
- (b) Delinquent Assessments and related costs will be a continuing lien on the relevant Condominium when a "Notice of Delinquent Assessment" is recorded against an Owner's fee interest in a Condominium.
- (c) Notwithstanding the foregoing, a Compliance Assessment imposed by the Board as a disciplinary measure for failure of an Owner to comply with the Governing Documents may not become a lien against the Owner's Unit enforceable by a sale of the Unit in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code. However, this does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for Delinquent Assessments and/or charges to reimburse the Association for the loss of interest or for costs reasonably incurred including attorney's fees in its efforts to collect other Delinquent Assessments.
- (d) In addition to all other legal rights and remedies, the Association may:
 - (1) Bring legal action against an Owner who is personally obligated to pay the Assessment and charges (without foreclosing or waiving any lien security);
 - (2) Judicially foreclose the lien against the Condominium, including the Assessment, interest, collection costs and late charges;
 - (3) Foreclose the lien by power of sale in accordance with California Civil Code Sections 2924-2924h, or any other lawful manner;

- (4) Bid on the Condominium through authorized agents at the Foreclosure sale, to acquire and thereafter to hold, lease, mortgage or convey.
- (e) The Association may not foreclose a lien unless the amount of Delinquent Assessments exceeds one thousand eight hundred dollars (\$1,800) exclusive of late charges, interest and fees and costs of collection, or unless the Assessments have been delinquent for longer than twelve (12) months.
- (f) The decision either to record a lien for Delinquent Assessments or to initiate Foreclosure upon such a lien shall be made only by the Board and may not be delegated to an agent of the Association. The Board's decision shall be by majority vote of Directors present in an open meeting and shall be recorded in the minutes of that meeting. The confidentiality of the affected Owner shall be maintained by identifying the matter in the minutes by the Unit number rather than the name of the Owner.
- (g) Upon an Owner's timely payment of a default and all related fees, Association officers may prepare and record (at the Owner's cost) a release of the Notice of Delinquent Assessment.

6.06 **Collection of Assessment Debts Not Collectible Through Foreclosure**

Delinquent Regular or Special Assessments of less than one thousand eight hundred dollars (\$1,800), exclusive of interest, charges and fees, may be collected in any of the following ways, as provided by Civil Code Section 5720 or successor statute:

- (a) By a civil action in small claims court;
- (b) By recording a lien on the Owner's Unit upon which the Association may not foreclose until the amount of Delinquent Assessments exceeds one thousand eight hundred dollars (\$1,800) or the delinquency is for longer than twelve (12) months); or
- (c) Any other manner provided by law except judicial or non-judicial Foreclosure.

6.07 **Reserves**

- (a) A portion of Regular Assessments shall go towards an adequate reserve fund to repair, replace, or restore those Improvements that the Association is obligated to maintain and/or that must be replaced on a periodic basis.
- (b) The board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components that the association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

6.08 **Right of Redemption**

A nonjudicial Foreclosure by the Association shall be subject to a right of redemption from a Foreclosure sale within ninety (90) days after the Foreclosure sale.

6.09 **Nonuse and Abandonment**

An Owner does not waive or otherwise avoid liability for Assessments by nonuse of the Common Area or abandonment of a Unit.

6.10 **Emergency Assessments**

- (a) Notwithstanding any other provision of this Article, the Board may increase Assessments in order to fund any of the following:
- (1) An extraordinary expense required by an order of the court;
 - (2) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible if a threat to personal safety on the Project is discovered;
 - (3) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget.
- (b) Prior to imposition or collection of an Assessment for emergency purposes, the Board must pass a resolution containing written findings as to the necessity for the extraordinary expense and why it was not or could not have been reasonably foreseen while preparing the budget. The resolution must be distributed to the Members together with the notice of Assessment.

6.11 **Waiver of Exemptions**

Each Owner waives, to the extent permitted by law, the protections of any homestead or exemption laws as applied to any action to enforce the assessments levied by the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

Article VII addresses alterations which Owners may wish to make to their Units. The Architectural Committee's approval must be obtained for most such changes.

7.01 The Architectural Committee

- (a) The Architectural Committee shall consist of not fewer than three (3) persons nor more than five (5) persons as fixed from time to time by resolution of the Board.
- (b) Declarant shall initially appoint the Architectural Committee. Declarant shall retain the right to appoint, augment or replace all Members of the Architectural Committee until one (1) year after issuance of the original DRE final subdivision public report for the Property, at which time the Board may appoint Members, as further described herein.
- (c) Declarant shall retain the right to appoint, augment or replace a majority of the Members of the Architectural Committee until (i) five (5) years after the First Close of Escrow, or (ii) close of escrow has occurred on ninety percent (90%) of the Units within the Property, whichever shall first occur, at which time the right to appoint, augment or replace all Members of the Architectural Committee shall automatically be transferred to the Board.
- (d) As long as Declarant has the right to appoint some but not all of the Members of the Architectural Committee, the Board shall have the right but not the obligation to fill the remaining vacancies on the Architectural Committee.
- (e) Persons appointed by the Board to the Architectural Committee must be Members; however, persons appointed by Declarant to the Architectural Committee need not be Members, in Declarant's sole discretion.
- (f) The address of the Architectural Committee shall be the address established for giving notice to the Association unless another address is specified for such purpose in the Architectural Guidelines. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Guidelines shall be kept.
- (g) Meetings of the Architectural Committee shall be held from time to time as necessary. Notice, hearing and conduct of the meetings must be in accordance with the Bylaws of the Association and general corporation laws regarding committee meetings.
- (h) In addition to the powers set forth in this Article, the Architectural Committee may perform other duties delegated to it by the Board.

7.02 **Architectural Guidelines**

- (a) The Board may, from time to time and in its reasonable discretion, adopt and promulgate Architectural Guidelines to be administered through the Architectural Committee. The Architectural Guidelines may deal with such matters, including without limitation, as the construction, installation, modification, alteration, or appearance of any Improvement on or within the Project, including Units.
- (b) Any change in the Architectural Guidelines shall require a 30-day written notice to the Membership for their review and comment before the Board can approve the changes.
- (c) The Board is required to annually disclose to the Members items that require architectural approval. The disclosure shall also describe the Improvements which, if completed in conformity with the Architectural Guidelines, do not require approval by the Architectural Committee. The annual membership notice shall contain the procedures used for reviewing architectural applications.

7.03 **Plan Review Functions of the Architectural Committee**

- (a) The Architectural Committee shall consider and act upon proposals or plans submitted pursuant to the terms of this Declaration or the Architectural Guidelines. Unless all of the rules of the Architectural Committee have been complied with, such plans and specifications shall be deemed not submitted.
- (b) The Architectural Committee has the power, but not the duty, to retain Persons (including, but not limited to, architects and other professionals) to advise its members in connection with decisions; however, the Architectural Committee does not have the power to delegate its decision-making power.
- (c) The Architectural Committee may, from time to time, adopt, amend and repeal its rules, subject to approval by the Board. Among other things, said rules may require the prepayment of a reasonable deposit to be applied toward the payment of any Special Assessment levied by the Board if an Owner fails to restore any portion of the Property to a clean and attractive condition; may assess a reasonable fee as appropriate for the type and nature of the Improvement, to cover the cost of inspections that may be necessary to insure compliance and in connection with the review of plans and specifications for proposed Improvements, including, without limitation, a procedure for approval of preliminary plans and drawings as well as final approval; may specify the number of sets of plans to be submitted; and may require such detail as it deems proper, including without limitation, floor plans, site plans, elevation drawings, and descriptions or samples of exterior material and colors, landscape planting plans, drainage plans, lighting plans, electrical plans, mechanical plans, and the like.

7.04 **Approval**

- (a) Declarant is not subject to the provisions of the Governing Documents pertaining to architectural control. Any Improvements constructed by Declarant shall automatically be in compliance with the Governing Documents and shall not be subject to further architectural control until and unless there has been a change or alteration made by a successor in title to Declarant as to any Unit in the material, texture, color or appearance of any such Improvement upon such Unit.

- (b) Other than such Improvements by Declarant, no Improvements shall be made upon the Property except in compliance with plans and specifications therefor which have been submitted to and approved by the Architectural Committee except as may otherwise be provided for in the Architectural Guidelines. Normal maintenance, repair or reconstruction by any successor in title to Declarant in the event of a destruction, in substantial conformance with the Improvements constructed by Declarant, shall not be deemed to be an Improvement that requires approval pursuant to the provisions of this Article.
- (c) The Architectural Committee shall review plans and specifications submitted for its approval as to style, exterior design, appearance and location and shall approve such plans and specifications only if it deems that the proposed Improvement will not be detrimental to the appearance of the Property as a whole; that the Improvement complies with the Architectural Guidelines; that the appearance of any Improvements will be in harmony with the surrounding structures; that the construction of any Improvement will not detract from the beauty and attractiveness of the Property or the enjoyment thereof by the Owners; and that the upkeep and maintenance of any Improvement will not become a burden on the Association.
- (d) Plans and specifications shall be approved by the Architectural Committee as to style, design, appearance and location only, and are not approved for (i) engineering design, (ii) compliance with zoning and building ordinances, and other applicable statutes, ordinances or governmental rules or regulations, (iii) compliance with the requirements of any public utility, (iv) any easements or other agreement, or (v) preservation of any view.
- (e) The Architectural Committee may (i) determine that the proposed Improvement cannot be approved because of its effect on existing drainage, utility or other easements, (ii) require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications submitted, or (iii) condition its approval of plans and specifications for any Improvement on such changes therein as it deems appropriate.
- (f) The Architectural Committee may also condition its approval of a proposed Improvement on approval by a holder of an easement which may be impaired thereby or upon approval of any such Improvement by the appropriate governmental agency. Any Architectural Committee approval conditioned upon the approval by a governmental agency or an easement holder shall not imply that the Association is enforcing any government codes or regulations or provisions of any easement agreement, nor shall the failure to make such approval conditional imply that approval by any such governmental agency or easement holder is not required.
- (g) The Architectural Committee shall issue its decisions in writing. If an Owner's application is disapproved, the Architectural Committee shall include an explanation for the disapproval.
- (h) In the event the Architectural Committee fails to approve or disapprove plans and specifications within sixty (60) days after the same have been duly submitted in accordance with the Architectural Guidelines, such plans and specifications will be deemed approved.

7.05 **Variances**

- (a) The Board may authorize a variance from compliance with the Architectural Guidelines or with provisions of this Article when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variance shall be evidenced in writing, signed by a majority of the members of the Board and delivered to such Owner, and shall become effective upon execution. A copy of the resolution of the Board authorizing such variance must be retained in the permanent records of the Association.
- (b) No violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which any such variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular Unit and particular provision of this Article covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting use of the Unit including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

7.06 **Non-Liability for Approval**

- (a) Owners shall be solely responsible for any violation of this Declaration, the Architectural Guidelines, or any applicable law or regulation, caused by an Improvement made by such Owner even though same is approved by the Architectural Committee.
- (b) By approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owners, the Board nor the Declarant, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefor, or for any defect in any Improvement constructed from such plans and specifications or for any obstruction or impairment of view caused or created as the result of any Improvements approved by the Architectural Committee. The Architectural Committee shall have a right to require, as a condition of approval, that an Owner provide indemnification on terms and conditions satisfactory to the Architectural Committee.

7.07 **Appeal**

- (a) All decisions of the Architectural Committee are subject to review by the Board, except with regard to Improvements made by Declarant.
- (b) If an application is disapproved, the notice to the Owner shall include a description of the procedure for appealing the decision to the Board. The hearing for reconsideration must be at an opening meeting of the Board. If the disapproval was by the Board, then there shall be no requirement for reconsideration by the Board.
- (c) Written request for an appeal to the Board of a decision rendered by the Architectural Committee must be received by the Board via certified mail with return receipt not more than fifteen (15) days following the final decision of the Architectural Committee.

- (d) Unless the composition of the Architectural Committee is identical to that of the Board (in which case there are no appeals), the Board must review and decide upon the proposal within forty-five (45) days after receipt of the appeal, otherwise the proposal will be deemed approved.

7.08 Commencement of Construction

Upon approval by the Architectural Committee, an Owner must commence construction pursuant to such approval within six (6) months of the date of such approval, or such approval shall no longer be valid and such Owner shall be obligated to resubmit its request for approval pursuant to the requirements of this Article. One (1) set of plans as finally approved shall be stamped approved and shall be retained by the Architectural Committee as a permanent record. The construction shall be performed by a qualified contractor licensed and bonded by the State of California who maintains such insurance as is reasonably required by the Association.

7.09 Proceeding with Work

- (a) Upon receipt of approval from the Architectural Committee pursuant to this Article, the Owner shall satisfy, as soon as practicable, all conditions thereof and shall commence construction and shall thereafter work diligently to perform and complete all construction, reconstruction, additions, grading, refinishing, alterations and excavations pursuant to said approval and in accordance with the following provisions:
- (b) Except in the case of a bona fide emergency, all work shall be performed during reasonable daylight hours. All persons performing such work shall use their best efforts to minimize (i) the duration of the work, (ii) the inconvenience to other Owners in the Project and (iii) the accumulation of debris and construction materials on and around the Unit. All work shall be performed in a neat and orderly manner, and all reasonable safety precautions shall be taken during the performance of such work. Before commencement of any alteration or Improvement approved by the Architectural Committee, the Owner shall comply with all appropriate governmental laws and regulations and shall obtain all required governmental permits and approvals therefor. Approval by the Architectural Committee does not satisfy necessary and appropriate approvals and permits that may be required from any governmental entity with appropriate jurisdiction.
- (c) The Owner of any Unit upon which any work of Improvement is being performed shall indemnify, defend and hold harmless Declarant, the Architectural Committee, the Board, the Association and every other Owner in the Project from and against any and all liability arising out of or otherwise resulting from any negligent or intentional act or omission relating to the performance of such work by such Owner, its contractors, subcontractors, agents and employees.

7.10 Failure to Complete Work

The Owner must complete the construction and landscaping, reconstruction, refinishing, or alteration of all Improvements on, in, under and/or about his Unit within a reasonable period of time as established by the Architectural Committee for that Improvement, unless an extension of time has been granted in writing by the Architectural Committee. If Owner fails to comply with this Section, the Architectural Committee may proceed in accordance with the other provisions of this Article as though the failure to complete the Improvement were a noncompliance with approved plans.

7.11 **Inspection; Compliance and Noncompliance Statements**

- (a) Owner shall notify the Architectural Committee upon completion of Improvements, whereupon the Architectural Committee shall inspect the Improvements in order to determine whether the completed Improvements conform to plans and specifications approved by the Architectural Committee.
- (b) The Architectural Committee shall inspect the Improvements either within sixty (60) days after notification by the Owner of the completion of an Improvement or within ninety (90) days after the cessation of work on the Improvements if the Owner fails to notify the Architectural Committee of completion. The Architectural Committee's inspection rights shall include the right to require an Owner to take such action as may be necessary to remedy any non-compliance with the Architectural Committee-approved plans for the Improvements or with the requirements of this Declaration.
- (c) If for any reason an inspection has not been made within sixty (60) days of notification by the Owner of the completion of an Improvement or if the Owner has not been notified of any noncompliance within thirty (30) days after such inspection, the Improvement shall be deemed to be completed in substantial conformance with approved plans and specifications.
- (d) If the Improvements upon such Unit comply or by virtue of the passage of time are deemed to comply with the plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon request, issue a statement (hereinafter a "Compliance Statement") which will evidence such compliance.
- (e) If any of the Improvements upon such Unit do not comply with the provisions of the Governing Documents, the Architectural Committee shall issue a statement (hereinafter a "Noncompliance Statement") delineating the corrective action that is required to bring such Improvements into compliance with the Governing Documents. If an Owner fails to remedy any such noncompliance noticed by the Architectural Committee, then the Architectural Committee shall notify the Board in writing of the same.
- (f) Any Compliance or Noncompliance Statement issued by the Architectural Committee shall be executed by any person or persons authorized by resolution of the Board or by the president and secretary of the Association, and a copy thereof shall be retained in the records of the Association.
- (g) In the event the Architectural Committee has issued a Noncompliance Statement as to any such Unit, the Architectural Committee shall provide a Compliance Statement, upon request, after the corrective work has been satisfactorily completed. Such Compliance Statement shall then evidence that the Improvements upon such Unit comply with the provisions of the Governing Documents.
- (h) A Compliance Statement shall be conclusive evidence of compliance with the provisions of the Governing Documents as to the Improvements described in the Compliance Statement and further approval of any such Improvements shall not be required unless there is a change or alteration in material, exterior appearance, color or texture in such Improvements.

- (i) In the event an Improvement was commenced without the required approval of the Architectural Committee, or, if such Improvement was not completed within the time limitation established for such Improvement in the Architectural Guidelines or in substantial conformance with the approved plans and specifications, the Board shall notify the Owner in writing of such noncompliance, specifying the particulars of noncompliance, and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If the noncompliance is not cured within such thirty (30) day period, the Board, after Notice and Hearing, may levy a Compliance Assessment against such Owner for the costs of removing or remedying such noncompliance and the Architectural Committee shall correct the violation or take other appropriate action.

7.12 **Remedy for Noncompliance**

- (a) In the event of issuance of a Noncompliance Statement, then the Owner shall remedy or remove the same within thirty (30) days from the date that the written Noncompliance Statement is delivered to the Owner.
- (b) If the Owner does not correct the noncompliance within that period, then the Association shall have the right (i) to enter the Owner's Unit and to cause the noncompliance to be corrected and the cost of the same shall be reimbursed to the Association by the Owner and if not timely reimbursed, then the Association shall be entitled to pursue any and all legal rights and remedies against the Owner including the levying of a special assessment for the same against the Owner's Unit as herein permitted and/or (ii) to bring an action for damages or injunctive relief to remedy the same.
- (c) After the lapse of one (1) year after notice of completion of the Improvement or after correction of nonconforming work pursuant to a Noncompliance Statement, whichever occurs later, the Architectural Committee shall have no further right to exercise its remedies under this section. However, the Architectural Committee's remedies shall expire upon transfer of the Unit if such transfer occurs within the one-year period specified in this paragraph.

7.13 **No Guarantee of Views**

- (a) Depending upon location, some Units in the Property may enjoy some unique view potential. The view, if any, from a Unit in the Property is subject to the limitations and disclaimers set forth in this Section.
- (b) There are no express or implied easements for views or for the passage of light and air to any Unit in the Property. Although the provisions of this Article may have some effect on preserving views from and providing for the passage of light and air to an individual Unit, nevertheless Declarant, the Association, the Board, the Architectural Committee, and the directors, officers, employees, consultants, agents and contractors of the foregoing, do not make any representations or warranties, express or implied, concerning the view, if any, that a particular Unit will enjoy. Furthermore, the payment by any Owner of any "premium" does not constitute a representation or warranty, express or implied, concerning the view, if any, the Unit will enjoy.

- (c) Owners, by accepting a Grant Deed to his respective Unit, expressly acknowledge and agree that any view which his Unit may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping or other types of barriers, the growth or relocation of landscaping, the construction or other installation of Improvements in the Property and/or on any property adjoining the Property in accordance with applicable laws, codes, ordinances and regulations, and Owners expressly consents to any such obstructions.

- (d) Owners further understand that the provisions of this Declaration establish certain architectural and landscaping controls applicable to the Property, and that Owners have the right to enforce such controls. Except as expressly set forth in this Declaration, there are no rights concerning the preservation of any view.

ARTICLE VIII

MORTGAGEE PROTECTION

Article VIII provides certain protections to holders of the First Mortgage on any Unit, in order to make it easier for Owners to obtain purchase money loans or refinancing.

8.01 Subordination of Lien and Foreclosure

- (a) Any lien for Regular or Special Assessments created or claimed in this Declaration:
 - (1) Is subject and subordinate to the rights of any First Mortgage that encumbers any part of the Property made for value in good faith; and
 - (2) May not in any way impair or invalidate the obligation or priority of a First Mortgage unless expressly subordinated in writing by the Mortgagee. The signing of any Mortgagee to any subordination by lienholder included in this Declaration shall not constitute said lienholder's subordination to any future Assessment lien.
 - (3) The provisions of this paragraph (a) do not preclude other Mortgagee protections provided by California law.
- (b) No breach of any provision of Declaration, nor the enforcement of any of its lien provisions, nor the Foreclosure of any lien created by or claimed under this Declaration, shall invalidate, affect or impair the lien of any Mortgage made in good faith and for value; but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through Foreclosure sale, Trustee's sale, or otherwise.
- (c) Upon Foreclosure of a First Mortgage, the purchaser:
 - (1) Will take the Condominium title free of any Assessment lien accrued up to the time of the Foreclosure sale, except that in the event the net sale proceeds exceed what is owed on all encumbrances prior to the Assessment lien, the Association shall be entitled to receive payment on any Assessment lien; and
 - (2) Is only obligated to pay Assessments or other Association charges accruing after the title to the Condominium is acquired.
- (d) If the Mortgagee obtains title with a deed in lieu of foreclosure, any Assessment lien shall not be extinguished upon recordation of the deed.

8.02 Mortgagees Are Not Required to Cure Certain Breaches

A First Mortgagee who acquires title by Foreclosure or by a deed in lieu of Foreclosure or assignment in lieu of Foreclosure shall not be obligated to cure an existing breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

8.03 **Effect of Breach of Declaration**

- (a) Breach of this Declaration may not:
 - (1) Cause any forfeiture or reversion of title; or
 - (2) Create any right of re-entry other than as provided for in this Declaration.
- (b) Breach of this Declaration may be enjoined or abated by court action by the Association, Declarant, or any Owner, and damages may also be awarded provided that:
 - (1) The violation does not impair or invalidate the Mortgage lien or Deed of Trust made for value in good faith; and
 - (2) This Declaration binds any Owner whose title is derived through Foreclosure, Trustee's sale or otherwise.

8.04 **Exemption From Right of First Refusal**

- (a) Any right of first refusal or option to purchase a Condominium that may be granted to the Association or other party may not impair the rights of a First Mortgagee to do any of the following:
 - (1) Foreclose or take title to a Condominium, pursuant to the remedies provided in the Mortgage;
 - (2) Accept a deed (or assignment) in lieu of Foreclosure in the event of default under the Mortgage; or
 - (3) Sell or lease a Condominium acquired by the Mortgagee.
- (b) No right of first refusal or similar restriction may be placed on an Owner's right to sell, transfer, or otherwise convey a Condominium, unless the Mortgagee, if any, grants written consent for the restriction.

8.05 **Restrictions on Certain Changes**

- (a) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of Owners and at least fifty-one percent (51%) of the votes of Eligible First Mortgagees (based on one vote per Unit for each Eligible First Mortgage held) must give written approval before the Association may do any of the following:
 - (1) Alter the method of determining Assessments or other charges levied against an Owner.
 - (2) Change, waive or abandon any regulations or enforcement pertaining to the architectural design, the exterior appearance or the maintenance of the Units or the Common Area.
 - (3) Fail to maintain Fire and Extended Coverage on insurable Common Area as specified in this Declaration.

- (4) Amend the Governing Documents concerning any material provision, including but not limited to the following:
 - (A) Voting rights;
 - (B) Reductions in reserves for maintenance, repair, or replacement of the Common Area improvements;
 - (C) Responsibility for maintenance and repairs;
 - (D) Reallocation of interests in the Common Area or Exclusive Use Common Area or rights to their use;
 - (E) Redefinition of any Unit boundary;
 - (F) Convertibility of Units into Common Area or Common Area into Units;
 - (G) Expansion or contraction of the Project or the addition, annexation, or withdrawal of property to or from the Project;
 - (H) Hazard or fidelity insurance requirements;
 - (I) Imposition of any restrictions on the leasing of Units except as provided herein;
 - (J) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (K) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration;
 - (L) Any provisions that expressly benefit Mortgagees, insurers, or guarantors; or
 - (M) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs.

- (b) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of the votes of the First Mortgagees (based on one vote per Unit for each Eligible First Mortgage held), and at least sixty-seven percent (67%) of Owners, must give written approval before the Association may, by act or omission, do any of the following:
 - (1) Abandon, partition, subdivide, encumber, sell or transfer any portion of a Unit or Common Area (other than granting easements as specified in this Declaration);
 - (2) Partition or subdivide any Unit;
 - (3) Seek to abandon or terminate the legal status of the Property;
 - (4) Use hazard insurance proceeds for losses to the Property (Unit or Common Area) for other than repair, replacement or reconstruction of the Property;

- (5) Change the pro rata interest or obligation of any Unit for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of each Owner in the Common Area, provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner;
 - (6) Change or alter the priority of any liens created by or claimed under this Declaration;
 - (7) Modify or amend any provisions that are for the express benefit of First Mortgagees, insurers or governmental guarantors of First Mortgages;
 - (8) Modify or amend any provisions of this Declaration regarding insurance;
 - (9) Modify or amend any provisions of this Declaration which is a requirement of the FHA, VA, GNMA, FHLMC or FNMA.
- (c) An Eligible First Mortgagee's approval will be considered granted if a negative response is not delivered to the Board within sixty (60) days after the Eligible First Mortgagee receives written notice of the proposed action, provided the notice was delivered by certified or registered mail, with a return receipt requested.
- (d) Any addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

8.06 **Inspection of Association Books and Records**

Any First Mortgagee has the right to examine the books and records of the Association during business hours and after notice to the Association. Any First Mortgagee shall be entitled, upon written request, to have an audited financial statement for the immediately preceding year, free of charge to the party so requesting.

8.07 **Condemnation Awards and Insurance Proceeds**

Condemnation awards or insurance proceeds for losses to or taking of Units or Common Areas shall be distributed to the Owner in proportion to the fair market value of their Unit, provided that if at the time of distribution there is a Mortgage on any individual Unit, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Unit is mortgaged. Any provision to the contrary in this Declaration, the Bylaws, or other Governing Documents is to such extent void.

8.08 **Loss Payable Endorsement**

All applicable fire, physical loss or extended coverage insurance policies must contain loss payable clauses naming the Mortgagees who encumber the Condominiums.

8.09 Mortgagee's Right to Attend Meetings

Any Mortgagee may appear at Association and Board meetings, but is not eligible to vote except as provided in Section 8.05.

8.10 Payments by Mortgagees

- (a) First Mortgagees may pay the following jointly or severally:
 - (1) Taxes or other charges in default which may be a charge against any part of the Common Area; and
 - (2) Overdue premiums on hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy for the Common Area.
- (b) Upon such payments, the Association:
 - (1) Owes immediate reimbursement to First Mortgagees making such payments; and
 - (2) Must, upon Mortgagee's request, execute an agreement that reflects the First Mortgagees' entitlement to such reimbursement.

8.11 Notices to Mortgagees

- (a) Each Eligible First Mortgagee is entitled to timely written notice of:
 - (1) Any condemnation or casualty loss that affects a material portion of the Project or the Unit securing its Mortgage;
 - (2) Any sixty-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the Mortgage or any other breach or default under the Governing Documents by the Owner of any Unit on which it holds the Mortgage;
 - (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - (4) Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees.
- (b) To obtain the information above, the Mortgagee, insurer or guarantor must send a written request to the Association, stating both its name and address and the Unit number or address of the Unit for which it has the Mortgage.

8.12 **Loan to Facilitate Resale**

Any First Mortgage given to secure a loan to facilitate the resale of a Unit 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 for value in good faith and entitled to all of the rights and protections of First Mortgages under this Declaration.

8.13 **Control if Mortgagee Protections Conflict With Other Provisions**

In the event of any conflict between any of the provisions of this Article and any other provisions of this Declaration or the Governing Documents, whether now or as hereafter amended, the provisions of this Article shall control.

ARTICLE IX

DAMAGE AND DESTRUCTION TO IMPROVEMENTS

Article IX concerns restoration or other disposition in the case of damage or destruction of Common Areas.

9.01 Restoration of the Property

In case of casualty damage to Common Area Improvements, the Association will repair and substantially restore the Common Area Improvements in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction:

- (a) If insurance proceeds cover at least eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners to make up the balance of repair costs not covered by the insurance (according to the Article "Covenants for Assessments").
- (b) If insurance proceeds cover less than eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners for the balance of the repair costs not covered by the insurance, unless at least sixty-seven percent (67%) of the Owners (other than Declarant) determine either:
 - (1) To rebuild in a less expensive manner than substantial replacement, utilizing all available insurance proceeds. The Association will levy a reconstruction Assessment equally against the Owners to raise any rebuilding cost in excess of insurance proceeds; or
 - (2) Not to rebuild. All net insurance proceeds for the damage (after expenses of clearing debris and making the damaged area aesthetically pleasing) are at the Association's discretion to perform its functions according to the Governing Documents or to distribute equally to the Owners (subject to the rights of Mortgagees of record).
- (c) If the estimated cost of repair does not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall cause the repair to occur without the consent of Members irrespective of the available amount of insurance proceeds. The Board is empowered to levy a Special Assessment if necessary as described herein.
- (d) If the Owners and Mortgagees determine that restoration costs would be substantial and reconstruction would not be in their best interests, the Owners may proceed as provided in Section 9.03 below.

9.02 Notice to Owners and Listed Mortgagees

Immediately upon learning of any material damage or destruction to the Common Area or any Unit, the Board must notify all Owners, and First Mortgagees, insurers or guarantors of any relevant Mortgagees who have filed a written request for Board notice (see "Mortgagee Protection" Article).

9.03 **Sale of Property and Right to Partition**

If the Owners elect not to rebuild, a qualified independent appraiser licensed by the State of California Office of Real Estate Appraisers selected by the Board shall determine the relative fair market values of all Condominiums as of a date immediately prior to any damage or destruction and the proceeds of insurance shall be apportioned among all Owners, and their respective Mortgagees, in proportion to such values.

9.04 **Damage to Dwellings**

- (a) The repair or reconstruction of any damaged Units shall commence as soon as reasonably practicable after the occurrence of such damage or destruction and shall be completed as quickly as is reasonably practicable after commencement of reconstruction, subject to delays that are beyond the control of the party responsible for making the repairs.
- (b) If an Owner is required to make any repair, or if an Owner desires to rebuild any Improvement or install any fixture or equipment, which will affect or involve any interior bearing wall or other portion of the Common Area, the prior written approval of the Architectural Committee must be obtained.
- (c) Notwithstanding the foregoing, the Owner must immediately take reasonable steps as required to secure any hazardous conditions resulting from the damage or destruction and to screen any unsightly views resulting from the damage or destruction.

ARTICLE X

CONDEMNATION

Article X concerns condemnation of Common Areas by a governmental entity.

10.01 Representation by the Board in Condemnation Proceedings

- (a) If any portion of a Common Area is to be condemned or sold by eminent domain, the Board (or its delegation) will:
 - (1) Represent Owners in the proceedings;
 - (2) Immediately give notice of the condemnation threat to all Mortgagees, insurers and guarantors of First Mortgages who have filed written requests for notices; and
 - (3) Be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action.
- (b) Any award received shall be paid to the Association on behalf of the Owners, including Declarant, if Declarant still owns any Condominium.
- (c) If only part of a Common Area is affected, the rules regarding restoration and replacement of the Common Area and Improvements apply as if in the case of destruction.
- (d) If any of the net condemnation award is not used to restore the remaining Common Area, the Association will handle the award in accordance with the Article entitled, "*Damage and Destruction to Improvements.*"

10.02 Distribution of Award

- (a) In case of condemnation or sale by eminent domain, the Board must distribute any award according to these provisions (after deducting fees and expenses related to the condemnation proceedings).
- (b) Any award must first be distributed to the Owner in proportion to the fair market value of their Condominium, provided that if at the time of distribution there is a Mortgage on any individual Condominium, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Condominium is mortgaged.
- (c) If a condemnation judgment apportions the award among the Owners and Mortgagees, the Board will distribute the remaining amount (after deductions above) according to the terms of the judgment allocation.
- (d) If by sale under threat of condemnation (or if the judgment of condemnation fails to apportion the award), the Board will distribute the award based upon relative values of the affected Condominiums as determined by a qualified independent appraiser licensed by the State of California Office of Real Estate Appraisers selected by the Board.
- (e) An Owner or Mortgagee who disputes such appraisal shall be entitled to hire an independent, licensed appraiser, and in the event of disagreement between the appraisers the Board shall resolve the dispute.

ARTICLE XI
COVENANT AGAINST PARTITION AND RESTRICTION ON
SEVERABILITY OF CONDOMINIUM COMPONENT INTEREST

Article XI governs partition of the Property.

11.01 No Partition; Exceptions

- (a) An Owner may not bring an action for partition of the Common Area by sale except as provided in California Civil Code Section 4610 (or any similar statute in effect at the time).
- (b) These provisions do not prevent a judicial partition between co-tenants of a Condominium.

11.02 No Separate Conveyance of Condominium Components

- (a) An Owner may not sever, sell, convey or encumber a Condominium's component interests, such as the undivided interest in the Common Area from the Unit.
- (b) The provisions of this Section terminate when a partition is decreed, either judicial or in accordance with this Article.

ARTICLE XII

EASEMENTS

Article XII addresses easements within the Property.

12.01 Creation of Easements

The easements reserved in this Declaration are created upon the First Close of Escrow in the Project.

12.02 Reservation of Easements for Declarant's Construction and Marketing Activities

- (a) So long as Declarant owns any Condominium, it shall have an easement over the Common Areas for:
- (1) Constructing, erecting, completing, , and maintaining Improvements for the development of the Project;
 - (2) Sales and promotional activities, including the use of a Unit or Units as models, a sales office and).
 - (3) The installation, maintenance, and repair of the Service Lines and Facilities.
- (b) The easements reserved to Declarant shall not unreasonably interfere with the use and enjoyment by the Owners of the Property.

12.03 Certain Easements for Association

- (a) The Association has, and may grant, non-exclusive easements and rights of way for ingress, egress, and access to all portions of the Property as reasonably required to perform its maintenance obligations and other duties established in this Declaration.
- (b) Further, the Association is granted utility and drainage easements provided to maintain the health, safety, convenience, and enjoyment of the Units and Common Area.
- (c) Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary, for the proper development and sale of the Property.
- (d) The Association shall have the right and power to grant and convey to any third party, easements, and rights of way in, on, over, or under the Units and the Common Area for the purpose of construction, erection, maintenance, repair, replacement, removal, and inspection of present and future utilities, including, but not limited to, pipelines, sewer, water and gas lines, drain pipes, utility and telephone lines, meters and related facilities, lines, cables, wires, or other conduits or devices for water, gas or cable television, electricity, power, telephone, and other purposes and any other similar public or quasi-public improvements or facilities.

12.04 **Easements for Owners**

- (a) Declarant grants non-exclusive easements for enjoyment, ingress, egress, pedestrian walkway, and general recreation purposes over and upon all portions of the Common Area (except Exclusive Use Common Areas) to all Owners, subject to other provisions of the Governing Documents.
- (b) Owner rights and duties with respect to Service Lines and Facilities (i.e. drainage facilities, sanitary sewer, water, electricity, gas, telephone, cable television, security system lines, meters, wires, ducts, flues, pumps, boilers, pipes, and other similar lines and facilities are as follows:
- (c) Easements for Service Lines and Facilities in Units or Common Area is granted in favor of the Owner of a Unit or Association served by said Service Lines and Facilities to the full extent necessary for the use, maintenance and repair by the Owner, Association, or servicing company;
- (d) If Service Lines and Facilities are located within a Unit other than the Unit served by those Service Lines and Facilities, the Owner of any Unit served by those Service Lines and Facilities shall have the right of reasonable access for themselves or for utility companies to repair, replace, and generally maintain those Service Lines and Facilities.

12.05 **Drainage Easements**

- (a) The Association and each Owner accept the sewer and drainage facilities and pattern for the Units and Common Area established by the final grading of the Property originally undertaken by Declarant (including "cross-unit" drainage from adjacent Units and Common Areas).
- (b) The established drainage pattern may not be altered without prior written approval by the Association and/or Architectural Committee.

12.06 **Encroachment**

The existing physical boundaries of Units and its Exclusive Use Common Areas, if any, or of the Common Area, including any possible encroachments, shall be the actual boundaries, rather than any description and/or depiction set forth in this Declaration, the Condominium Plan, or instrument of conveyance.

ARTICLE XIII

SPECIAL PROVISIONS RELATING TO ENFORCEMENT OF DECLARANT'S OBLIGATION
TO COMPLETE COMMON AREA IMPROVEMENTS

Article XIII concerns the Declarant's obligation to complete common area improvements.

13.01 **Special Provisions Relating to Enforcement of Declarant's Obligation to Complete Common Area Improvements**

- (a) The Board must consider and vote on Association action to enforce bond obligations regarding any Common Area improvement if all of the following factors apply:
 - (1) Declarant has not completed Common Area improvements before the First Close of Escrow;
 - (2) The Association is the obligee under a bond or other arrangement securing completion; and
 - (3) A Notice of Completion has not been filed within sixty (60) days of the completion date specified in the planned construction statement appended to the bond.
- (b) The Association may grant a written extension for a Common Area completion.
- (c) If a notice of completion has not been filed within thirty (30) days after the extension expires, the Board will meet and vote on enforcement options.
- (d) Owners may submit a petition signed by at least five percent (5%) of Total Voting Power calling for a Special Meeting to be held between thirty-five (35) and forty-five (45) days after the Board receives the petition.
- (e) At the Special Meeting, a majority vote of Owners (other than Declarant) overrides the Board's decision and causes the Board to enforce bond obligations through appropriate action in the name of the Association.

ARTICLE XIV

AMENDMENT

Article XIV concerns amendments to the Declaration.

14.01 Amendment

- (a) Before the First Close of Escrow of a Condominium, and subject to the consent of the First Mortgagee, if any, Declarant may unilaterally amend this Declaration (subject to the Article entitled "*Mortgagee Protection*") by recording an instrument of amendment in the relevant County Recorder's Office.
- (b) After the First Close of Escrow of a Condominium, this Declaration may only be amended in the following ways (and subject to the Article entitled "*Mortgagee Protection*"):
 - (1) If there is only one Membership Class, approval by at least sixty-seven percent (67%) of Members other than Declarant, and by at least the same percentage of the Total Voting Power, including Declarant.
 - (2) If Class B Membership exists, approval by at least sixty-seven percent (67%) of the Members of each Class.
- (c) Any amendment shall be signed by two (2) Association officers certifying that the amendment was approved by the required vote and must be properly recorded in the County Recorder's Office.
- (d) The percentage of Owners needed to amend this Declaration may not be less than the percentage of affirmative votes prescribed for action to be taken under the relevant provision.
- (e) An Owner or the Association may petition the Superior Court for an order reducing the percentage of affirmative votes needed to amend this Declaration (pursuant to Civil Code Section 4275).
- (f) While the Declarant holds or directly controls at least twenty-five percent (25%) of the votes, any proposed amendment to any Governing Documents must comply with Business and Professions Code Section 11018.7.
- (g) No amendments to any provisions in this Declaration including, but not limited to, the Article entitled "*Enforcement and Dispute Resolution*" or other Governing Documents which specifically benefit or otherwise relate to the Declarant as developer, shall be made without the written consent of the Declarant.
- (h) An amendment for the purpose of correcting technical errors, clerical mistakes, for clarification, or to conform this Declaration to the rules, regulations or requirements of the VA, FHA, FNMA, Ginnie Mae or Freddie Mac, shall not be construed as a material change to the Governing Documents and may be made upon a majority vote of the Board of Directors without vote of the Membership.

- (i) Subject to Business and Professions Code section 11018.7, notwithstanding any other portion of this Section, for so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of the Board or Association if the amendment is made to: (1) conform this Declaration to the requirements of the DRE, VA, FHA, FNMA, FHLMC, or any other governmental entity; (2) supplement or amend this Declaration with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under the Right to Repair Act at Division 2, Part 2, Title 7 (commencing with Section 895) of the California Civil Code; or (3) to correct errors, clerical mistakes, correct any internal inconsistency or inconsistency with any Governing Document, or for clarification of any provision.

ARTICLE XV

ENFORCEMENT AND DISPUTE RESOLUTION

Article XV provides methods for enforcement and for resolving any claims and Disputes between Owners, the Association, and/or Declarant

15.01 Enforcement of Governing Documents

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents.

15.02 Enforcement Between Association and Owner

Any dispute between the Association and an Owner involving their rights, duties, or liabilities under this title, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the Governing Documents, shall, as may be required, be submitted to the procedures set forth in California Civil Code Sections 5900, *et seq.* and 5925, *et seq.*

This Section shall not be applicable to (a) those governed disputes between the Association and Owner relating to the imposition or collection of Assessments, or (b) those subject to the Right to Repair Law, or California Civil Code Section 6000, *et seq.* (the "*Calderon Act*").

15.03 Failure Not a Waiver

The failure of any Owner, the Board, the Association or its officers or agents to enforce any of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter. No such failure shall result in or impose any liability upon the Board, or any of its officers or agents. Waiver or attempted waiver of any provision of this Declaration or the Association's other Governing Documents with respect to any Condominium shall not be deemed a waiver thereof as to any other Condominium, nor shall the violation of any provision hereof or thereof in respect to any Condominium affect the applicability or enforceability of any provision of this Declaration in respect of any other Condominium. A waiver of any enforcement right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenants, condition or restriction contained herein which is expressly set forth as being waived in such writing.

15.04 Discipline for Breach

After Notice and Hearing, the Board may do the following:

- (a) Suspend Rights. Suspend an Owner's right to use the Common Area (other than the right of ingress and egress to the Owner's Unit): (i) for the period during which any Assessment, including any monetary penalty against such Owner's Unit, remains unpaid and delinquent, and (ii) for a period not to exceed thirty (30) days, or for as long as the violation continues for any other infraction of this Declaration, the Bylaws or the published Rules and Regulations of the Association committed by any Owner, or such Owner's guests, servants, family members, tenants or invitees.
- (b) Impose Monetary Penalties. Impose a monetary penalty on any Owner in such amounts as determined by the Board and as more fully described in a schedule of monetary penalties set forth in the Rules and Regulations adopted and amended by the Board, for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees. The Board shall distribute to the Members, by personal delivery or first class mail, a copy of the schedule of monetary penalties adopted by the Board. Subject to other provisions herein, the Association and the Board shall have the same rights and remedies, including lien, foreclosure, late charge and interest rights, or seeking judicial enforcement for the enforcement and collection of monetary penalties as they have for the enforcement and collection of Assessments and any monetary penalty provided for herein shall be deemed to be a Special Assessment. Any infraction or violation of an ongoing nature shall subject the violating Owner to a continuing monetary penalty which may be assessed on a daily basis until the infraction or violation in question has been remedied.
- (c) Judicial Relief. Seek judicial relief for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees. In a situation where injury to persons or property is immediately threatened, the Board may seek judicial relief without first complying with the Notice and Hearing provisions herein.
- (d) Limitation on Enforcement Remedies. Except for the remedies provided in this Section, or as a result of a judgment or decree of a court or a decision arising out of arbitration or mediation or a foreclosure or sale under a power of sale based on the failure of an Owner to pay assessments duly levied by the Association as provided hereinafter, the Association does not have the power or authority to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of the Owner's Condominium if the Owner does not comply with provisions of the Governing Documents.

15.05 Notice and Hearing

- (a) General Provisions. The Board shall have the right to establish the Rules and Regulations for providing an Owner a hearing for an alleged violation of this Declaration, the Bylaws or the Association's Rules and Regulations where such Owner may have such Owner's common area privileges suspended and/or have a monetary penalty imposed. Such Rules or Regulations established and maintained by the Board shall be fair and reasonable, as required pursuant to California Corporations Code section 7341, and shall comply with Civil Code section 5855.

- (b) Procedures. Notice and Hearing regarding monetary penalties, suspension of privileges, and any other disciplinary measures taken under this Declaration or the Association's other Governing Documents shall be accomplished as follows:
- (i) Right to be Heard. The Owner being penalized shall be given an opportunity to be heard, either orally or in writing, at an executive session Board meeting;
 - (ii) Notice. Notice of the hearing shall be given either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records at least ten (10) days prior to the hearing. The notice shall contain, at a minimum, the date, time and place of the hearing, the nature of the alleged violation, the proposed monetary penalty or sanction, and a statement that the Owner has the right to attend the hearing and to address the Board at the hearing;
 - (iii) Procedure for Hearing. At the hearing, the Owner so charged shall have the right to be heard by the presentation of oral or written evidence and arguments. If the Owner fails or refuses to attend the hearing, the Board may decide the matter in such Owner's absence;
 - (iv) Decision of Board. Following the hearing, the Board shall decide whether the Owner shall in fact be penalized or sanctioned or assessed for damages, as applicable;
 - (v) Notice of Decision. Within fifteen (15) days of the hearing, the Board shall notify the Owner of its decision and the reasons therefore, either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records.

15.06 Remedies Cumulative

Each remedy provided for by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies whether provided for by this Declaration or otherwise shall be cumulative and not exclusive. In addition, except for the nonpayment of any Assessments provided for herein, it is hereby expressly stipulated that the remedy at law to recover damages for the breach or violation of this Declaration and/or the Association's other Governing Documents is inadequate and that appropriate relief shall be awarded to enjoin any such breach or violation.

15.07 Joint and Several Liability

In the case of joint ownership of a Condominium, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

15.08 **Special Provisions Applicable to Resolution of Construction Defect Disputes; Declarant's Election to "Opt In" to Statutory Pre-Litigation Procedures**

- (a) Notice of Procedures for Actions for Construction Defects. The Property is subject to Title 7 of Part 2 of Division 2 of the California Civil Code (commencing with Section 895) (the "Right to Repair Act"). The procedures established by the Right to Repair Act impact the Owners' and Association's legal rights.
- (b) Declarant has elected to engage in the non-adversarial pre-litigation procedures set forth in Chapter 4 of the Right to Repair Act (California Civil Code §§ 910 through 938, inclusive). If such non-adversarial pre-litigation procedures fail to resolve a dispute governed by the Right to Repair Act, such dispute shall be resolved in accordance with the binding general arbitration procedures set forth herein.

15.09 **Resolution of Construction Defect Disputes Against Declarant**

- (a) If a dispute between the Association and Declarant is not resolved despite the proceedings set forth in Civil Code Section 6000, further litigation shall comply with all of the requirements of Section 6150 of the Civil Code.
- (b) Upon resolution of a dispute subject to Civil Code Section 6000, the Association shall disclose to its Members all of the matters specified in Section 6100 of the Civil Code.
- (c) Declarant, and its representatives on the Board of the Association, shall have no control over the issue to decide whether to initiate a claim under such statutory provisions. Prior to voting to pursue such a claim, the Board shall inform the Members of alternatives to remedy the deficiencies without litigation and of potential adverse consequences of litigation.

15.10 **Submission of All Disputes Involving Declarant, Including Construction Defect Disputes, to Arbitration**

AGREEMENT TO ARBITRATE AND WAIVER OF JURY TRIAL

NOTICE: ANY DISPUTE BETWEEN THE ASSOCIATION OR ANY OWNER OR BOTH AND THE DECLARANT, ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION ENTITLED "ARBITRATION OF DISPUTES" PROVISION, SHALL BE DECIDED BY NEUTRAL BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT. THE ASSOCIATION, OWNER AND DECLARANT, ARE GIVING UP ANY RIGHTS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL AND ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION.

- (a) Agreement to Arbitrate. Association, Owner and Declarant shall resolve any dispute, including, without limitation, a dispute about design, condition, use, physical or bodily injury, or a dispute arising out of development or construction defect claims in the design or construction of the Property or Improvements (regardless of whether the claim is based upon common law, statutory law, including any claim covered by Civil Code Section 895 *et seq.*) not resolved through the above described mediation procedure, through binding arbitration in the county in which the Property is located. This arbitration provision shall be binding on and enforceable by every Owner, the Association, Declarant and Declarant Parties. Alternatively, Owner/ Association, Declarant or Declarant Parties may elect to resolve such disputes through a small claims court proceeding, in which case the party filing the small claims action will have waived the right to any relief in excess of the jurisdiction of the small claims court.
- (b) Federal Arbitration Act. As many of the materials and products used in the constructed on the Property are manufactured in other states, the development and conveyance of the Property evidences a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. §1, *et seq.*) and the California Arbitration Act shall govern the interpretation and enforcement of this arbitration provision to the extent the California Arbitration Act is not inconsistent with the Federal Arbitration Act. To the extent any state law, ordinance or regulation is inconsistent with the rules of the arbitration service under which the arbitration is held, the rules of the arbitration service shall govern the arbitration proceeding.
- (c) JAMS. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules & Procedures ("Rules"). If JAMS is not in existence, then the arbitration shall be conducted by ADR Services, Inc. in accordance with its rules ("Rules"). If there is a conflict between the Rules and the provisions of this Section, the provisions of this Section shall apply.
- (d) Advancement of Expenses. All fees charged by the arbitrator and the arbitration provider to initiate the arbitration shall be advanced by Declarant. If Declarant is the prevailing party in the arbitration, the arbitrator may direct Owner/Association, as applicable, to reimburse Declarant for up to fifty percent (50%) of the arbitration fees advanced by Declarant within sixty (60) days after the final arbitration award.
- (e) Qualifications of Arbitrator. The arbitrator shall be neutral and impartial and shall be either a retired judge or a member or former member of the California State Bar with at least ten (10) years' experience with substantial experience in the type of matter in dispute and with a strong emphasis on the laws governing real estate matters, especially those dealing with residential real estate development and construction. The arbitrator shall not have any relationship to the parties to the dispute or any interest in the Property.
- (f) Appointment of Arbitrator. The arbitrator to preside over the dispute shall be selected no later than sixty (60) days after a notice of claim is filed, and may be challenged by any party for bias.
- (g) Participation by Other Parties. Declarant or Owner or Association, 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.
- (h) Venue. The arbitration shall be conducted in the county where the Property is located unless the parties agree to some other location.

- (i) Time of Commencement. The arbitration process shall commence promptly, within the time provided by the arbitration agreement or by the rules of the arbitration provider. If no such date is provided by the arbitration agreement or rules, then the process shall commence on a date agreed upon by the parties or determined by the arbitrator.
- (j) Rules of Law. The arbitrator must follow California substantive law, including statutes of limitations and the provisions of Title 7 of Division 2 of Part 2 of the California Civil Code, sections 895 through 945.5, including all future amendments thereto, but may receive hearsay evidence.
- (k) Discovery. The parties to the proceeding shall be entitled only to reasonable discovery, of only the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the dispute, including but not limited to, destructive or invasive testing; and (vi) trial briefs. Such parties shall also be entitled to conduct further tests and inspections. Any other discovery provided for in the California Code of Civil Procedure shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the proceeding. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.
- (l) Motions. The arbitrator shall have the power to hear and dispose of motions, including motions relating to provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary adjudication motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summarily issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense. Notwithstanding the foregoing, if prior to the selection of the arbitrator, as provided herein, any provisional remedies are sought by the parties to the dispute, such relief may be sought in the Superior Court of the County in which the Project is located. The arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.
- (m) Remedies. The arbitrator is authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of the proceeding or hearing, except that the award of punitive damages shall be prohibited.
- (n) Timely Completion and Award. The arbitration process shall be concluded in a prompt and timely manner, including the issuance of any decision or ruling following the proceeding or hearing. The arbitrator's award shall contain findings of fact and conclusions of law to the extent required by law if the case were tried to a judge. The decision of the arbitrator shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.
- (o) Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs (including expert witness costs) in the arbitration.
- (p) Judgment. The arbitrator's award upon all of the issues considered by the arbitrator is binding upon the Parties, and upon filing of the award with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon.

- (q) Participation in Judicial Proceeding. The initiation of or participation by any party in any judicial proceeding concerning this arbitration provision or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration provision, and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration provision.
- (r) Standing. Declarant and Declarant Parties shall have the right to enforce the provisions of this Article regardless of whether Declarant or Declarant Parties hold any right, title or interest in and to the Property or any portion thereof.
- (s) Severability. In the event that any phrase, clause, sentence, section, article or other portion of this Article shall become illegal, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, void or against public policy, the remaining portions of this Article shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE XVI
POWER OF ATTORNEY TO DECLARANT

Article XVI gives Declarant, as the developer of the Project, the power of attorney to prepare and execute documents which may be necessary by the title insurance company and or any governmental authorities, to complete the development of this Project.

16.01 **Power of Attorney to Declarant**

- (a) The Owner of a Condominium, by accepting a deed to a Condominium, shall be deemed to have agreed to constitute and irrevocably appointed Declarant, for so long as Declarant owns all or any portion of the Property, as such Owner's Attorney-in-Fact, for such Owner and each of such Owner's Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, 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 his attorney-in-fact in connection with any modification to the development plans for all or any portion of the Property. Based on the foregoing, each Owner further acknowledges and agrees that this irrevocable power of attorney is "coupled with an interest" and, pursuant to Section 2356 of the California Civil Code, may not be terminated by (i) the Owner's revocation of such power of attorney, (ii) Owner's death or (iii) Owner's incapacity to contract. Subject to the limitations and restrictions set forth herein, Declarant shall have the right and power as a duly authorized attorney-in-fact to perform any of the following actions:
- (1) To prepare, execute, acknowledge and record any Condominium Plan or amendment to any Condominium Plan for all or any portion of the Property, including without limitation any amendments necessary to cause such Condominium Plan to conform with the Improvements as actually built, which may be required or permitted by any laws, ordinances or rules and regulations of any governing authority having jurisdiction over the Property, or which may be required or permitted by any title insurer, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (2) To prepare, execute, acknowledge and record any map or record of survey affecting the Property required or permitted by the provisions of the California Subdivision Map Act or any other law, ordinances or rules or regulations of any governing authority having jurisdiction over the Property, or which may be required or permitted by any title insurer, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities, (2) appear before any such governing authorities and (3) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;

- (3) To prepare, execute, acknowledge and file for approval any application for zoning or setback changes or lot line adjustments, or Condominium Plan amendments, or variance or conditional use permits or any other permits or reports required or permitted by any law, ordinances or rules and regulations of any governing authority having jurisdiction over the Property, or which may be required or permitted by any title insurer, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (4) To make applications for any property reports or public reports, or amendments thereto, or exemption from the requirements therefore required or permitted by federal and state statutes or rules and regulations relating to the sale, lease, transfer or other disposition of subdivided lands, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (5) To deliver any public reports or property reports, or amendments thereto, obtain receipts and offer and administer rescission rights required by law;
 - (6) To prepare, execute, acknowledge and file for approval any registration or application for any permit, approval, exemption, ruling or entitlement, which registration or application is required or permitted pursuant to any applicable law or regulation in effect as of the date of the recording of this Declaration, and as hereafter enacted or amended by any applicable governing authority, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by such governing authority and by any such laws and regulations, (2) appear before any such governing authority, (3) execute and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations and (4) do all other things now or thereafter permitted or required by any such governing authority and any such laws and regulations; and
 - (7) To do any and all things necessary or desirable under the circumstances to effect and accomplish development of the Property.
- (b) 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.

ARTICLE XVII

COUNTY OF RIVERSIDE PROVISIONS

Article XVII covers items required by the County of Riverside.

17.01 **County of Riverside Provisions**

Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

- (a) The Association established herein shall manage and continuously maintain the Common Area, more and shall not sell or transfer the Common Area or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.
- (b) The Association shall have the right to assess the Owners of each individual 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.
- (c) 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.
- (d) In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the Association Rules and Regulations, if any, this Declaration shall control.
- (e) The Association shall be solely responsible to provide for the maintenance, repair and replacement of the detention basins, storm drains, water quality facilities and related systems located within the Common Area.
- (f) The management and maintenance of the Common Area shall be in accordance with the Water Quality Management Plan (WQMP), Storm Water Pollution Plans (SWPPs), Monitoring Programs, and Post Construction Management Plans, to include, but not be limited to, the following best management practices (BMPs) to reduce storm water pollution:
 - (1) Initial residents, Occupants, or tenants of this site shall receive educational materials on good housekeeping practices which contribute to the protection of storm water quality. These educational materials shall be provided by the Riverside County Flood Control and Water Conservation District and shall be distributed by the Association. These materials shall address good housekeeping practices associated with residential developments (BMP N1 & N13).
 - (2) 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 Common Area landscaping. The applicator shall apply all pesticides in strict accordance with the manufacturer's recommendations. Application to hardscape surfaces shall be avoided (BMP N3).

- (3) The detention basin 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 (BMP N4 & S12).
- (4) The water quality inlet(s), oil/water separator(s) and trash rack(s) shall be inspected and, if necessary, cleaned by the Association no later than October 15th of each year (BMP S4 & S13).
- (5) The Association shall keep the 'common area(s)' free of litter. Litter shall be removed from the 'common area', 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 (BMP N5)
- (6) The Association shall maintain an up-to-date list identifying the party or parties responsible for the implementation and maintenance of each of the BMPs described herein. The list shall include that party's name, organization, address, a phone number at which the party may be reached twenty-four (24) hours a day, and a description of the party's responsibility for implementation and maintenance of a particular BMP (BMP N14).

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Article XVIII covers miscellaneous issues not addressed elsewhere in the Declaration.

18.01 **Term of Declaration**

This Declaration shall be in effect for a term of sixty (60) years from the date of recording. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years unless, within six (6) months before the expiration of the term, Owners representing two-thirds (2/3rds) of the Condominiums approve by formal vote, terminating this Declaration, and a document of termination is signed by two Association officers, reciting the vote of Owners to terminate this Declaration, is recorded with the County Recorder.

18.02 **Notices**

Any approval, disapproval, demand, document or other notice which Declarant, the Association, or any Owner may desire to give to another party must be in writing and may be given either by i) personal delivery; ii) by United States mail which shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the mail, first class or registered, postage prepaid, addressed to the person to be notified; or iii) by any other method provided by Civil Code Sections 4040, 4045 and 4050.

18.03 **Partial Invalidity**

If any term, condition, provision or other portion of this Declaration is declared invalid or in conflict with any relevant law, the validity of the remainder of this Declaration will remain in full force and effect.

18.04 **Number**

As required by the context of this Declaration, a singular grammatical reference includes the plural application.

18.05 **Attorneys' Fees**

In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing parties shall be entitled, in addition to all expenses, costs, and damages, to reasonable attorneys' fees incurred after the filing of a lawsuit.

18.06 **Disclosures**

Declarant does not in any manner guarantee or warrant that the Property will be soundproof or insulated to any particular degree from noise or sound emanating from within or without the Property, including noise or sound emanating from Units, heating, ventilation air conditioning systems, plumbing, Common Area, garages, etc.

18.07 **Declarant's Rights After Sale of All Condominiums in the Project**

For a period of ten (10) years after the close of escrow for the sale of the last Condominium in the Project covered by a final subdivision public report, in addition to Declarant's rights as an Owner and a Member, Declarant shall have the following rights:

- (a) Right to receive copies of the minutes of the meetings of the Board of Directors and meetings of the Members, upon request and payment of the actual costs to copy and distribute such records; and
- (b) Right to inspect all Common Areas of the Property upon three (3) days' notice to the Association and, within its sole discretion, be entitled to cure any defect, whether or not the Association or any Owner has complained of such defect. During said period, the Board shall use its best efforts to obtain the consent of all Owners, upon three (3) days' notice, to inspection of Units by Declarant for the sole purpose of discovering and repairing structural defects. Refusal by an Owner to allow inspection, or failure of the Board to attempt in good faith to obtain Owner consent for inspection of Units, may be deemed a failure to mitigate damage in the event of a defect as defined in Section 896 of the California Civil Code which could have been avoided through preventive maintenance. The purpose of this right of inspection is to allow Declarant to repair defects at an early stage before substantial damage has occurred. Nothing set forth herein shall obligate Declarant to perform any inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner/Association.

18.08 **Supremacy of Legislation**

The provisions of this Declaration are automatically supplemented and superseded by any state or federal enactment, and judicial interpretations of laws, affecting common interest developments. Any reference to a specific Code section in this Declaration is also a reference to future amendments thereof and to any successor statutes. The terms of this Declaration shall be deemed automatically amended to conform to such future changes in Code sections without necessity for recording any such amendment.

18.09 **No Enhanced Protection Agreement**

In no event shall any of the provisions contained within the Governing Documents, other documentation, representations or warranties provided by Declarant or its agent to Owner be construed, interpreted or understood to be an "enhanced protection agreement" ("EPA") under California Civil Code Section 901 unless Declarant otherwise expressly states that such document, representation, or warranty constitutes an EPA under said section of the Civil Code.

18.10 **Changing the Project Marketing Name**

The Project shall be marketed under the name **Volare**. Declarant may at Declarant's sole discretion, change the marketing name of the Project upon notification to the DRE.

18.11 **Conflict Between Declaration and Condominium Plan**

If there is any conflict between this Declaration and the Condominium Plan or other Governing Document, this Declaration shall be controlling.

18.12 **Deadlines**

Unless specifically indicated otherwise herein, all references to time periods or deadlines measured in days will be calculated based on calendar days, not business days.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration.

"Declarant"

GHA PALOMA GROUP, VII, LLC,
a California limited liability company

X _____

By: Mario J Gonzalez
its: managing member

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

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On 3/7/23, 2023, before me, Karen Hansen, Notary Public, personally appeared:

Mario J. Gonzalez
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.

Karen Hansen
Notary Public

(SEAL)



SUBORDINATION BY LIENHOLDER

* , as Beneficiary under the following Deed of Trust which covers the real property described in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Declaration") to which this instrument is attached, hereby subordinates the lien of said Deed of Trust to the recording of this Declaration, and agrees that the lien of said Deed of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest. The signing of this Subordination by Lienholder by Lienholder shall not constitute said Lienholder's subordination to any future Assessment liens.

Deed of Trust recorded on * as Instrument No. * of the Official Records of the Los Angeles County Recorder.

*

X _____
By:
its:

X _____
By:
its:

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

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____, 202____, before me, _____, Notary Public, personally appeared:

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

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

WITNESS my hand and official seal.

(SEAL)

Notary Public

EXHIBIT A

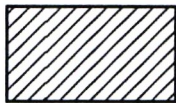
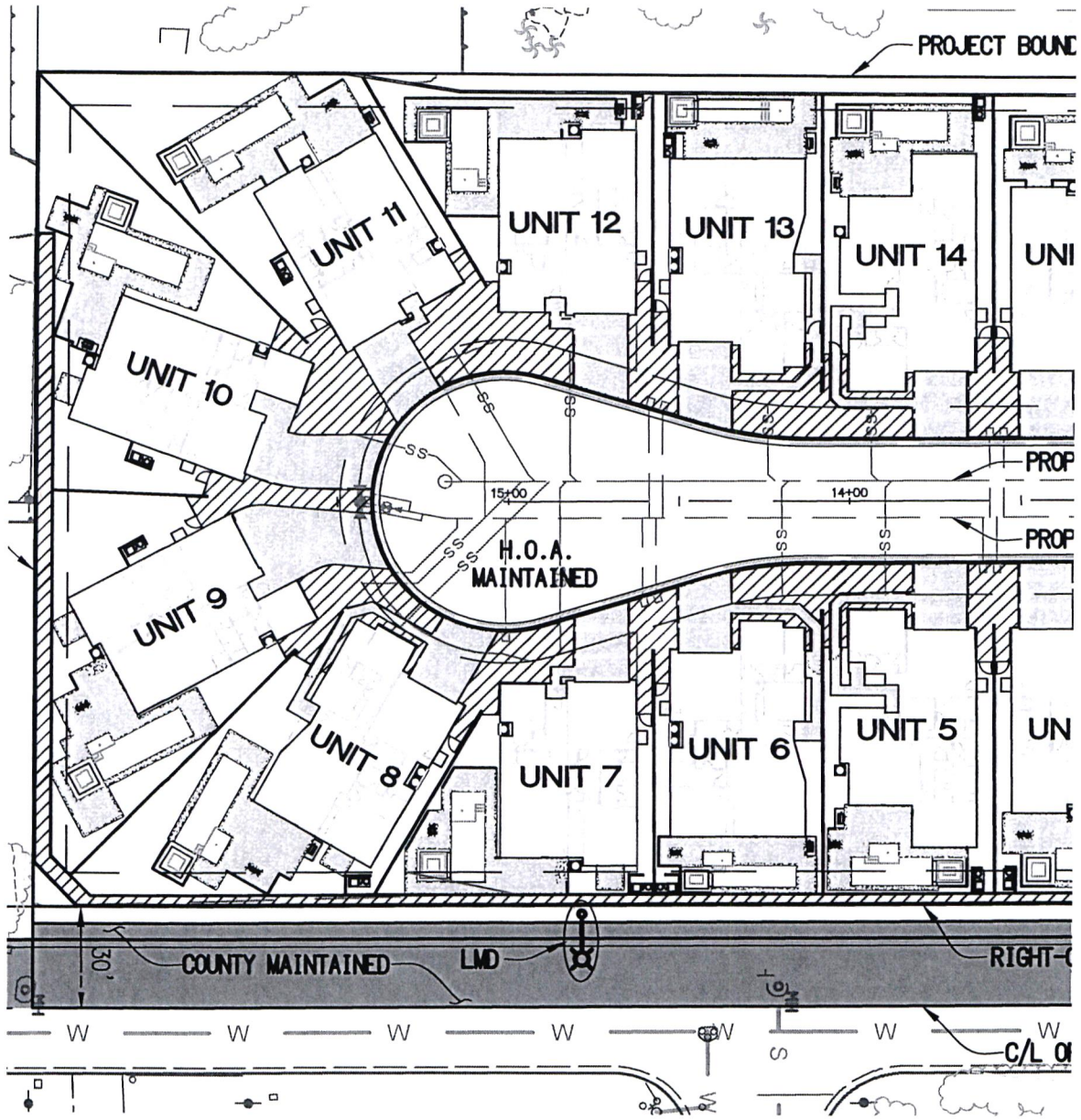
PROPERTY

Lot 1 of Tract No. 37735, in the unincorporated area of Riverside County, State of California, as per Map filed in Book *_____, Pages *___ through *___, inclusive, of Maps, in the Office of the Riverside County Recorder.

VOLARE

TR37735

ASSOCIATION LANDSCAPE EXHIBIT B - 1



LANDSCAPED AREA TO BE MAINTAINED

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 37735 FOR CONDOMINIUM PURPOSES

A SUBDIVISION OF PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 180011, RECORDED 05/21/2018 AS DOCUMENT NO. 2018-0202684, PER GRANT DEED RECORDED 08/03/2018 AS DOCUMENT NO. 2018-0313291, ALL OF OFFICIAL RECORDS OF SAID COUNTY, LOCATED IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN.

BENJAMIN DANIEL EGAN, PE, PLS 8756

SEPTEMBER 2022

RECORDED

FILED TH

AT PAGE

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NO. ___

FEE ___

PETER ,

BY: ___

SUBDIVI

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 3,500.00.

DATED: MARCH 21, 2023 BY: MEM, DEPUTY
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 3,500.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: MARCH 21, 2023
CASH OR SURETY BOND

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: MEM, DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED UPON A FIELD SURVEY OF THE SUBDIVISION MAP FOR GHA PALOMA GROUP THAT ALL MONUMENT POSITIONS INDICATED THE TERMS OF THE MONUMENTS ARE, OR RETRACED, AND THAT CONDITIONALLY APPROXIMATE COMPLETE AS SHOWN

DATED: FEBRUARY

BENJAMIN DANIEL EGAN
BENJAMIN DANIEL EGAN

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE ACT AND LOCAL ORDINANCES. IT HAS BEEN EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS THE TRACT MAP NO. 377.35 AS FILED WITH THE BOARD OF SUPERVISORS ON 06/15/2024, AND IT IS CORRECT.

AND INCLUDED
THE ONLY
RIGHT TITLE TO
ORDERING OF
FIVE BORDER

SHOWN HEREON
IS, OUR
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ESTATE SECTION
ON DISTRICT

BOARD OF SUPERVISOR'S STATEMENT


THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOT "A" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT" AS SHOWN HEREON IS HEREBY ACCEPTED. THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG HOPEWELL AVENUE IS HEREBY ACCEPTED.

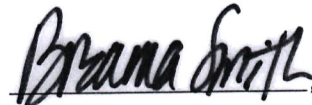
ACT, THE
AND/OR OTHER

IF WAY FOR
ORDERED NOVEMBER

DATE: May 2nd, 2023
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ATTEST:
KIMBERLY RECTOR
CLERK OF THE BOARD OF SUPERVISORS

BY: 
CHAIRMAN OF
THE BOARD OF SUPERVISORS

BY: , DEPUTY

IP220049 SCHEDULE "A" TRACT MAP
SECTION 8, T. 5 S., R. 7 E., S.B.M.