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the original CC&R's recorded October 18, 1990
FIRST AMERICAN TITLE INSURANCE COMPANY
BY Jan Hoffman

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CANTRICE COURT CONDOMINIUMS

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CANTRICE COURT
CONDOMINIUM OWNERS' ASSOCIATION

THIS DECLARATION is made this _____ day of _____, 1990, by THE ROBERTS GROUP VII, INC., a California corporation ("Declarant"), with respect to the following recitals:

RECITALS

A. Declarant is the owner of certain real property (the "Property") located in the City of Simi Valley, County of Ventura ("County"), State of California, and more particularly described in Exhibit A attached hereto.

B. Declarant desires to create on the Property an interrelated and interdependent residential community composed of residential dwellings and private recreational facilities for the benefit of the community to be developed on the Property in accordance with the contemplated Phasing Plan described in Exhibit B attached hereto.

C. Declarant has deemed it desirable to impose a general plan in accordance with the conditions imposed by the City of Simi Valley with respect to the portion of Tract 4153 described in the attached Exhibit A for the protection, maintenance, improvement, development, use, occupancy and enjoyment of the Property and Additions, and to adopt and establish covenants, conditions and restrictions upon the Property for the purpose of protecting the value, desirability and attractiveness thereof.

D. Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the Property to create a corporation to which should be delegated and assigned the powers of administering and enforcing these covenants, conditions and restrictions.

E. The Cantrice Court Condominium Owners' Association, a nonprofit mutual benefit corporation, has been or will be incorporated under the laws of the State of California as aforesaid.

F. Declarant intends to improve the Property by constructing thereon a condominium development (the "Project") with condominiums which shall consist of separate interests in condominium units and undivided interests in a portion of the remainder of the Property. The owner of a condominium will receive a separate interest in an individual condominium unit

and an undivided interest as tenant in common in the common area of the lot in which the condominium building containing his unit is located. Each condominium shall have appurtenant to it a membership in the Cantrice Court Condominium Owners' Association, which shall own the remainder of the common area.

G. Declarant intends to convey all of the Property and Additions subject to the protective covenants, conditions and restrictions set forth below.

NOW, THEREFORE, Declarant hereby certifies, agrees, and declares that it has established, and does hereby establish, a General Plan for the protection, maintenance, improvement and development of the Property and has fixed, and does hereby fix, the covenants, conditions, restrictions, easements, reservations, provisions, liens and charges upon and subject to which all of the Property and each portion thereof shall be held, used, leased, sold and conveyed, and each and all of which is and are declared hereby to be for the benefit of all the Property and each portion thereof and each present and each future Owner (as defined below) thereof and Declarant. These covenants, conditions, restrictions, easements, reservations, provisions, liens and charges shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof and shall inure to the benefit of and bind each owner thereof and their respective successors in interest, and are imposed upon the Property and each and every portion thereof as a servitude in favor of the Property and each and every portion thereof as the dominant tenement or tenements.

ARTICLE 1

DEFINITIONS

The terms set forth below in this Article 1 are defined, for purposes of this Declaration, as follows:

Section 1.1 "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time.

Section 1.2 "Assessment" shall mean and refer to any or all, as the context in which the term is used shall require, of the assessments defined below:

(1) "Capital Improvement Assessment" shall mean and refer to a charge against certain Owners and their Condominiums, representing a portion of the cost to the Association for the installation or construction of any capital improvements on the Common Area, Recreation Area, Street Area or on any Maintenance Area, as provided for in this Declaration.

(ii) "Reconstruction Assessment" shall mean and refer to a charge against each Owner of a Condominium and his Condominium unit representing a portion of the cost to the Association for the reconstruction of any portion or portions of any Condominium Building, Recreation Area or the Common Area, as provided for in this Declaration.

(iii) "Regular Assessment" shall mean and refer to a charge against each Owner and his Condominium, representing that portion of the Common Expenses and Condominium Common Expenses, as hereinafter defined in Sections 1.7 and 1.10, respectively, attributable to such Owner and his Condominium, as provided for in this Declaration.

(iv) "Special Assessment" shall mean and refer to a charge against a particular Owner and his Condominium, directly attributable to such Owner, for certain costs incurred by the Association, as provided for in this Declaration.

Section 1.3 "Association" shall mean and refer to the Cantrice Court Condominium Owners' Association, a non-profit mutual benefit corporation, incorporated or to be incorporated under the laws of the State of California, and its successors and assigns.

Section 1.4 "Association Rules" shall mean and refer to rules adopted by the Association pursuant to the Article of this Declaration entitled "Duties and Powers of the Association."

Section 1.5 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.6 "Common Area" shall mean and refer to the entirety of the Property except the Units and the Condominium Common Area, and without limiting the generality of the foregoing, specifically including the Recreation Area and the Street Area, as each of said terms is hereinafter defined.

Section 1.7 "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area other than the Condominium Common Area (unless the cost of such repair and replacement is otherwise provided for in the Article hereto entitled "Destruction of Improvements") and any Maintenance Area; unpaid Assessments; management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other independent contractors and employees; utilities, trash pick-up and disposal, gardening and other services not separately billed to Condominiums which generally benefit and enhance the desirability of the Project; fire, casualty, liability, workers' compensation and other insurance covering the Common Area and any Maintenance Area; adequate

reserves for the maintenance, repairs and replacement of those portions of the Common Area that must be replaced on a periodic basis; bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Recreation Area or any portion thereof; amounts paid or incurred by the Association in collecting Assessments pursuant to Section 6.1, including amounts expended to purchase a Condominium, in connection with the foreclosure of an Assessment lien against such Condominium; expenses incurred by the Association for any reason whatsoever in connection with the Common Area or any Maintenance Area; expenses (provided said expenses are not otherwise provided for in this Declaration) incurred by the Association for any reason whatsoever in connection with this Declaration, the Articles or Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association or the Board by this Declaration or any such Supplementary Declaration.

Section 1.8 "Condominium" shall mean and refer to a separate fee interest in a Unit and all right, title and interest appurtenant thereto, together with an estate in real property in the Property consisting of a fractional undivided fee interest in common with other Owners in the Condominium Common Area of the Condominium Building in which the Unit is located. Such fractional undivided interest in common of each Owner shall also be described in the instrument conveying a Condominium to such Owner and shall not be changed except as provided in this Declaration.

Section 1.9 "Condominium Building" shall mean and refer to a residential structure containing Condominium Units designated "Building" (followed by its respective number) on the Condominium Plan. The earth beneath and the sky above the building are not included in the parcel designated as "Building" on the Condominium Plan. The Condominium Buildings include the Condominium Units and the Condominium Common Area.

Section 1.10 "Condominium Common Area" shall mean and refer to the garage structures and all of the property (excepting the individual Condominium Units) within and including the outside perimeter walls, foundations, and roof of each Condominium Building, including balconies, external staircases, and other items permanently affixed to the Condominium Building, and decks to the extent the decks are within the outside perimeter of the Condominium Building as described on the Condominium Plan. Without limiting the generality of the foregoing, the Condominium Common Area shall specifically include all structural projections within a Unit which are required for the support of a Condominium Building, gas, water and waste pipes, all sewers, ducts, chutes, conduits, wires and other utility installations of the structures wherever located (except the outlets thereof when located within

Units), all bearing walls, columns, floors, the roof, the slab foundation, elevators and stairways, and the like.

Section 1.11 "Condominium Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Condominium Common Area within the Project (unless the cost of such repair and replacement is otherwise provided for in the Article hereof entitled "Destruction of Improvements"); compensation paid by the Association to managers, accountants, attorneys and other independent contractors and employees engaged or hired by the Association solely in connection with the discharge by the Association of its duties and obligations set forth herein with respect to Condominium Common Area and the Owners of Condominiums; utilities, trash pick-up and disposal, gardening and other services benefiting the Condominium Common Area; adequate reserves for the maintenance, repairs and replacement of those portions of the Condominium Common Area that must be replaced on a periodic basis; fire, casualty, liability and other insurance obtained pursuant to Sections 12.1(a) and (b) which relates to the ownership or use of the Condominium Common Area or which relates to the Condominium Buildings, Units and other improvements to the Condominium Common Area, amounts paid by the Association for the discharge of any lien or encumbrance levied against the Condominium Common Area or any portion thereof; and expenses incurred by the Association for any reason whatsoever in connection with the Condominium Common Area within the Project.

Section 1.12 "Condominium Plan" shall mean and refer to the Condominium Plan recorded by Declarant in the Office of the County Recorder.

Section 1.13 "Declarant" shall mean and refer to The Roberts Group, VII, a California corporation, and (i) any corporation into which it is merged or which acquires all, or substantially all, of its assets, and (ii) such of its successors as shall acquire its entire fee interest in the Property as of the date of acquisition thereof and as shall be designated the "Declarant" in a duly recorded instrument executed by The Roberts Group, VII, Persons or entities who acquire less than all of such fee interest (including, without limitation, those acquiring less than all of the Condominiums owned by The Roberts Group, VII, for purposes of development or residential use) and who are not so designated shall not be successors of The Roberts Group, VII, for purposes of this Declaration, but rather shall be Owners. However, nothing herein contained shall be deemed to preclude the Declarant from assigning or delegating any of its rights or duties to anyone as provided in Section 17.15.

Section 1.14 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as

the same may be amended, supplemented, modified or changed from time to time.

Section 1.15 "Deed of Trust" shall be deemed to include a mortgage, "beneficiary" shall be deemed to include the mortgagee of a mortgage and "trustor" shall be deemed to include the mortgagor of a mortgage.

Section 1.16 "Family" shall mean and refer to one or more persons related to each other by blood, marriage or legal adoption, or a reasonable number of persons not so related, who constitute a bona fide single housekeeping unit, together with his or their domestic servants, in a Unit.

Section 1.17 "First Beneficiary" shall mean and refer to the beneficiary under a deed of trust of record or the mortgagee under a mortgage of record covering a Condominium or Condominiums in the Property, which deed of trust or mortgage is a first deed of trust or mortgage. Unless otherwise indicated, "beneficiary" includes First Beneficiary and "beneficiaries" includes First Beneficiaries.

Section 1.18 "Maintenance Area" shall mean and refer to any area within or outside of the Property which is not Common Area, Recreation Area or Street Area, but which the Association is required to maintain by this Declaration.

Section 1.19 "Member" shall mean and refer to every person or entity who holds membership in the Association as provided in Section 3.1.

Section 1.20 "Owner" shall mean and refer to one or more persons or entities, including Declarant, who are the record owner of the fee simple title to any Condominium, or the record vendee of a Condominium under an installment sales contract, but shall not mean or refer to those having such interest merely as security for the performance of an obligation.

Section 1.21 "Phase" shall mean and refer to the Condominium Buildings described as being within a particular Phase on the contemplated Phasing Plan attached hereto as Exhibit B, including the Condominium Units and Condominium Common Area within such Condominium Buildings and the Restricted Common Area set aside for the exclusive use of an Owner of a Unit therein.

Section 1.22 "Project" shall mean and refer to the Common Area within the Property, including all structures thereon, the Condominium Buildings described as Phase 1 in Exhibit B attached hereto and such additional Condominium Buildings as may be added to the Project pursuant to Article 2 hereof.

Section 1.23 "Property" shall mean and refer to the property described in Exhibit A attached hereto.

Section 1.24 "Recreation Area" shall mean and refer to all facilities and improvements constructed on that portion of the Common Area designated as recreation area on the Condominium Plan and Tract Map for the Property.

Section 1.25 "Restricted Common Area" shall mean and refer to those portions of the Common Area or Condominium Common Area set aside for exclusive use of a Unit Owner pursuant to California Civil Code section 1351(i). Such Restricted Common Area shall be appurtenant to the applicable Owner's Unit and may not be conveyed or transferred apart from the Unit. Except as may be expressly provided by statute or in the Condominium Plan, no other portion of the Property is exclusive use common area, as that term is defined in California Civil Code Section 1351(i). The Association may, however, by acting on behalf of all Owners as their attorney-in-fact (or in its own name for any property to which the Association holds title), establish Restricted or exclusive use Common Area or Condominium Common Area for an Owner for any purpose not inconsistent with the rights of other Owners under this Declaration.

Section 1.26 "Street Area" shall mean and refer to that portion of the Common Area designated as street area on the Condominium Plan and Tract Map for the Property.

Section 1.27 Unit and Condominium Elements.

(a) "Unit" shall mean and refer to the elements of a Condominium which are not owned in common with the Owners of other Condominiums within the Property and shall consist of a Residential and Garage Element. In interpreting deeds, leases, declarations and plans, the existing physical boundaries of a Unit, or of a Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, lease, declaration or plan regardless of settling or lateral movement of the Condominium Building and regardless of minor variances between boundaries as shown on the plan or in the deed, lease or declaration and those of the Condominium Building as constructed.

(b) "Garage" shall mean and refer to that portion of a Unit designed for use as a garage, and shall be identified by that term on the Condominium Plan. The description of each Garage (including, without limitations, the boundaries thereof) shall be as set forth in the Condominium Plan for the Property.

(c) "Residential Element" shall mean and refer to that portion of a Unit designated for use as a residence, and shall

be identified on the Condominium Plan as "Living Area." The description of each Residential Element (including, without limitation the boundaries thereof) shall be as set forth in the Condominium Plan for the Property.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 2.1 The Project. The real property which shall be held, used, leased, sold and conveyed subject to this Declaration is the real property referred to herein as the Project, which consists of the Common Area within the property described in Exhibit A attached hereto, including all improvements thereon, and the Condominium Buildings described as Phase 1 in Exhibit B attached hereto.

Section 2.2 Addition/Annexation to the Project. Additional real property may be annexed to the Project and made subject to this Declaration by the methods hereinafter set forth.

(a) Additions by Declarant. If Declarant shall develop or cause to be developed the additional Condominium Buildings described in Exhibit B as Phases 2 and 3 on property now subject to this Declaration and as Phases 4 through 6 on Lots 33 and 34 of Tract 4153, Declarant shall have the right to annex such real property to the Project and/or add such additional Condominium Buildings, or any phase thereof, to the Project without the approval of the Association, its Board or Members; provided, however, that such annexation must comply with provisions of Section 11018.5(a)(2)(D) of the California Business and Professions Code and Section 2792.27(b), Title 10 of the California Code of Regulations; and provided further that said right of Declarant shall terminate five (5) years after the date of the original issuance of the most recently issued public report for a phase of Condominium Buildings within the Property.

The additions authorized under this Section 2.2(a) shall be made by filing of record a Supplemental Declaration described below in paragraph (d) and a Notice of Addition, or other similar document with respect to the Condominium Buildings being added to the Project, which shall be executed by Declarant and shall extend the general plan and scheme of this Declaration to the additional Condominium Buildings described therein. The filing of record of said Notice of Addition shall constitute and effectuate the addition of the Condominium Buildings described therein to the Project, and thereupon said Condominium Buildings shall become subject to this Declaration and the functions, powers and jurisdiction of the Association, and the Owners of Condominium Units within said Condominium Buildings shall automatically become Members

of the Association; provided, however, that assessments and voting rights as to the Condominium Units within said Condominium Buildings shall not commence until the first day of the month following the earliest of (i) the first sale of a Condominium Unit within said Condominium Buildings to a public purchaser, (ii) the first residential occupancy of a Condominium Unit within said Condominium Buildings pursuant to a lease or rental agreement, or (iii) the recordation of a Notice of Completion for said Condominium Buildings.

(b) Other Additions. Additional real property may be annexed to the Project and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of a group of Members entitled to exercise not less than sixty-six and two-thirds percent (66-2/3%) of the total voting power (excluding all voting power held by Declarant); provided, however, if approval of such annexation is sought at any time when two classes of membership are still in effect, then, and in that event, such annexation shall instead require the vote or written consent of Members entitled to exercise not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of each class of membership. Upon obtaining the requisite approval pursuant to this subsection, the owner of any real property who desires to annex it to the Project and add it to the general plan and scheme of this Declaration shall file or record a Supplementary Declaration, as more particularly described below in paragraph (d).

(c) Conveyance of Common Area. Prior to the conveyance of any Condominium Unit within the real property annexed from the areas described in paragraphs (a) and (b) of this Section 2.02 to the purchasers thereof for residential use, title to the Common Area within said annexed real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(d) Supplemental Declarations. The annexation authorized under paragraphs (a) and (b) of this Section 2.02 shall be made by filing of record a Supplemental Declaration, or other similar instrument, with respect to the additional real property which shall be executed by the owner thereof and shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of the Project, become subject to the functions, powers and jurisdiction of the Association, and the Owners of Units

in said real property shall automatically become Members of the Association.

Such Supplemental Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify, or add to the covenants, conditions, and restrictions established by this Declaration as the same pertain to the Project, except as hereinafter may be provided.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Membership. Every person or entity who is a record owner of a fee interest in any Condominium (including, without limitation, the record vendee of a Condominium under an installment sales contract) which is subject by this Declaration to assessment by the Association shall be a Member of the Association. Any person or entity having any such interest merely as security for the performance of an obligation shall not be a Member. Membership in the Association and the right to vote shall be appurtenant to, and may not be separated from, the fee ownership of any Condominium which is subject to assessment by the Association. Ownership of such Condominium shall be the sole qualification for membership in the Association.

Section 3.2 Transfer. The membership held by any record Owner of a Condominium shall not be transferred, pledged or alienated in any way except upon the sale or assignment of such Condominium and then only to the purchaser or assignee thereof. Any attempt to make a prohibited transfer will be void and will not be reflected upon the books and records of the Association. In the event any Owner shall fail or refuse to transfer the membership registered in his name to the purchaser of his Condominium, the Association shall have the right to record the transfer upon the books of the Association.

Section 3.3 Voting Rights. The Association shall have two classes of voting membership as follows:

(a) Class A. Class A Members shall be all those Owners entitled to membership as defined in Section 3.1, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Condominium in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest in any Condominium, all such persons shall be Members, and the vote for such

Condominium shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Condominium. Any votes cast with respect to any such Condominium in violation of this provision shall be null and void.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Condominium in which it holds the interest required for membership by Section 3.1; provided that the Class B membership shall forever cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

(i) On the second anniversary of the date of the original issuance by the California Department of Real Estate of the most recently issued Final Subdivision Public Report with respect to any portion of the Property; or

(ii) On the fourth anniversary of the date of the original issuance by the California Department of Real Estate of a Final Subdivision Public Report for Phase 1.

(c) Restrictions on Voting Rights. The voting rights of both classes of membership shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and Bylaws.

(d) Approval of Each Class of Membership. Except as to the action of the Association referred to in Section 9.6, any provision in this Declaration, the Articles or the Bylaws calling for the Members' approval of action to be taken by the Association shall require the vote or written assent of the prescribed percentage of each class of membership until the Class B membership becomes converted to Class A membership in accordance with the provisions of Section 3.3(b).

(e) Declarant's Vote. Except as to the actions referred to in Section 9.6 and 17.2, wherever this Declaration, the Articles or Bylaws require the vote or written assent of both classes of membership for the initiation of action by or in the name of the Association, the vote or assent of a bare majority of the total voting power of the Association as well as the vote or assent or the prescribed majority of the total voting power of Members other than the Declarant shall be required if the Class B membership has been converted to Class A membership in accordance with the provisions of Section 3.3(b).

ARTICLE 4

PROPERTY RIGHTS IN THE COMMON AREA AND USE OF COMMON AREA

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member shall have a right and easement of access, use and enjoyment in and to any Common Area (excluding Restricted Common Area and Condominium Common Area) and such easement shall be appurtenant to and shall pass with the title to every Condominium subject to assessment.

Section 4.2 Title to Common Area. At any time prior to the conveyance of the first Unit in the Project to an Owner who acquires such Unit for residential uses, the Declarant shall convey to the Association fee simple title to the Common Area within the Property (excluding therefrom the Condominium Common Area to be conveyed to Owners of Units as tenants in common), free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record or apparent, including those set forth in this Declaration, but subject to reservations of use retained by Declarant for the development of Condominium Buildings to be added to the Project pursuant to Article 2 hereof.

Section 4.3 Extent of Easements in Recreation Area. The rights and easements of access, use and enjoyment in any Recreation Area created by Section 4.1 shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Recreation Area and facilities thereon, if any, and in aid thereof, to deed in trust said Recreation Area; provided, however, that the rights of any beneficiary under such deed of trust shall be subordinate to the rights of the Members; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Recreation Area against foreclosure; and

(c) The right of the Association, as provided in its Bylaws, to suspend the voting rights and/or use of enjoyment rights to recreational or social facilities within the Recreation Area of any Member for any period during which any Assessment against his Condominium remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any infraction of the Association Rules and Regulations after reasonable written notice and an opportunity to be heard before the Board which satisfied the minimum requirements of Section

7341 of the California Corporations Code, as set forth in Article V, Section 5.3 of the Bylaws.

(d) The right of the Association to dedicate or transfer all or any part of the Recreation Area to any public agency, authority or utility or any other entity for such purposes and subject to such conditions as may be agreed to by its Members; provided, that no such dedication or transfer shall be effective unless approved by the vote or written consent of each class of Members entitled to exercise not less than two-thirds (2/3) of the voting power of each such class of Members and an instrument in writing is recorded and signed by the Secretary of the Association certifying that such dedication or transfer has been approved by the required vote and/or written consent; provided further, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Recreation Area shall not require such prior written consent; and

(e) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of the Recreation Area and the facilities thereon; and

(f) The right of the Association to limit the number of guests of Members and to limit the use of the Recreation Area by persons not in possession of a Condominium, but owning a portion of the interest in a Condominium required for membership; and

(g) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Recreation Area; and

(h) The right of the Association to perform its duties and exercise its powers under Article 9, including the power of the Association to grant easements on the Recreation Area as provided in said Article; and

(i) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Recreation Area imposed by the Declarant or any city or county or other governmental agency having jurisdiction to impose any such limitations, restrictions or conditions, and whether by agreement with the Association, the Declarant or otherwise; and

(j) Such other rights of the Association, the Architectural Committee, the Board, the Owners and the Declarant with respect to the Recreation Area as may be provided for in this Declaration.

Section 4.4 Delegation of Use of Recreation Area.
Subject to the limitations of Section 4.3, any Member may delegate, in accordance with the Bylaws, his right of use and

enjoyment to the Recreation Area and facilities thereon to the members of his Family, his tenants and contract purchasers who reside in his Residential Element.

Section 4.5 Street Area.

(a) Subject to the provisions of subsection (b) below, every Member shall have a right and easement of access, use and enjoyment in and to the Street Area and such easement shall be appurtenant to and shall pass with the title to every Lot subject to Assessment.

(b) The rights and easements of access, use and enjoyment created by subsection (a) above shall be subject to the following:

(i) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Street Area and facilities thereon, if any, and in aid thereof, to deed in trust said Street Area; provided, however, that the rights of any beneficiary under such deed shall be subordinate to the rights of the Members who own Units; and

(ii) The right of the Association to take such steps as are reasonably necessary to protect the Street Area against foreclosure; and

(iii) The right of the Association to dedicate or transfer all or any part of the Street Area to any public agency, authority or utility or any other entity for such purposes and subject to such conditions as may be agreed to by Members; provided, that no such dedication or transfer shall be effective unless approved by the vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of each class of such Members, and an instrument in writing is recorded and signed by the Secretary of the Association certifying that such dedication or transfer has been approved by the required vote and/or written consent; provided further, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Street Area shall not require prior written consent;

(iv) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of the Street Area including, without limitation, parking thereon; and

(v) The right of the Association to perform its duties and exercise its powers under Article 9, including the power of the Association to grant easements on the Street Area as provided in said Article; and

(vi) Any limitations, restrictions or conditions affecting the use, enjoyment, or maintenance of the Street Area imposed by the Declarant or any city or county or other governmental agency having jurisdiction to impose any such limitations, restrictions or conditions, and whether by agreement with the Association, the Declarant or otherwise; and

(vii) Such other rights of the Association, the Architectural Committee, the Board, the Owners of Lots and the Declarant with respect to the Street Area as may be provided for in this Declaration.

(c) Subject to the limitations of this Section 4.5, any Member may delegate, in accordance with the Bylaws, his right of use and enjoyment to the Street Area and facilities thereon to the members of his Family, his tenants and contract purchasers who reside in his Residential Element.

(d) The California Vehicle Code may be enforced on the Street Area by the City of Simi Valley. The City, and any and all other governmental or quasi-governmental agencies or bodies having responsibility for law enforcement, fire protection, trash collection and utility maintenance, are hereby declared to have a right of access over the Street Area and any and all other private streets and roads within the Property.

Section 4.6 Use of Other Common Area. In addition to the easements described in Sections 4.3 and 4.5, every Member shall have a nonexclusive easement for use and enjoyment in and to the Common Area (excluding Restricted Common Area) and such easement shall be appurtenant to and shall pass with the title to every Condominium subject to assessment, subject to all of the easements, covenants, conditions, restrictions and other provisions contained in this Declaration, including, without limitation, the following provisions:

(a) The right of the Association, as provided in its Bylaws, to suspend the voting rights and/or use or enjoyment rights to recreational or social facilities within the Common Area of any Member for any period during which any Assessment against his Condominium remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any infraction of the Association Rules and Regulations after reasonable written notice and an opportunity to be heard before the Board which satisfied the minimum requirements of Section 7341 of the California Corporations Code, as set forth in Article 5, Section 5.3 of the Bylaws.

(b) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of the Common Area and the facilities and parking areas thereon; and

(c) The right of the Association to limit the number of guests of Members and to limit the use of the Common Area by persons not in possession of a Condominium, but owning a portion of the interest in a Condominium required for membership; and

(d) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area; and

(e) The right of the Association to grant easements on, over and under the Common Area to public utilities or governmental entities or agencies; provided that any such easement shall not unreasonably interfere with the right of any Owner to the use and enjoyment of his Unit and the Common Area. No such easement shall be effective unless an instrument signed by Members who own Condominiums entitled to cast not less than two-thirds (2/3) of the voting power of the Members who own Condominiums in the Project in which the easement will be granted has been recorded agreeing to the granting of such easement. The certificate of the President and Secretary of the Association attached to such instrument certifying that the Members signing such instrument represent not less than two-thirds (2/3) of the voting power of the Members who own Condominiums in the Project in which the easement will be granted shall be deemed conclusive proof thereof; and

(f) The right of the Association to perform its duties and exercise its powers under this Declaration; and

(g) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Common Area imposed by the Declarant or any city or county or other governmental agency having jurisdiction to impose any such limitations, restrictions or conditions, and whether by agreeing with the Association, the Declarant or otherwise; and

(h) Such other rights of the Association, the Architectural Committee, the Board, the Owners of Condominiums and the Declarant with respect to the Common Area as may be provided for in this Declaration; and

(i) Subject to the limitations of this Section 4.06, any Member may delegate, in accordance with the Bylaws, his right of use and enjoyment to the Common Area and facilities thereon to the members of his Family, his tenants and contract purchasers who reside in his Residential Element.

ARTICLE 5

COVENANT FOR ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Condominium owned by it within the Project hereby covenants, and each Owner of any Condominium within the Project by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is and shall be deemed to covenant and agree to pay to the Association: (a) Regular Assessments, (b) Special Assessments, (c) Capital Improvement Assessments, and (d) Reconstruction Assessments, such assessments to be levied, fixed, established, and collected from time to time as hereinbelow provided. The Assessments, together with such interest thereon and costs of collection thereof as are provided in Section 6.1, shall be a charge on the real property and shall be a continuing lien upon the Condominium against which each such Assessment is made. The lien shall become effective upon recordation of a notice of assessment in accordance with Section 6.2. Each such Assessment, together with such interest and costs, shall also be the personal obligation of the person or entity who was the Owner of such Condominium at the time when the Assessment, or any portion thereof, fell due and shall bind his heirs, devisees, personal representatives, successors and assigns; provided, however, the personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 5.2 Purpose of Assessments. The Regular Assessments levied by the Association shall be collected, accumulated and used exclusively for the purpose of providing for and promoting the pleasure, recreation, health, safety and social welfare of the Members, including the enhancement of the value, desirability and attractiveness of the Project, the improvement and maintenance of the Common Area and Condominium Common Area and the facilities thereon, the improvement and maintenance of Maintenance Areas, if any, and the discharge of any obligations or duties imposed on the Association or the Board by this Declaration. Special, Capital Improvement, and Reconstruction Assessments shall be used exclusively for the purposes for which such Assessments were levied as provided for in this Declaration. Notwithstanding the limitations on increases in Regular Assessments set forth in Section 5.3(d) and the restrictions on Capital Improvement Assessments in Section 5.4, the Association shall be obligated to levy and collect the Assessments which are necessary to enable the Association to maintain or repair the Common Area and the Condominium Common Area, or any other area which the Association is obligated to maintain or repair, and to handle such emergency situations as may arise. Costs for maintenance or repair of Common Areas, Condominium Common Areas, or other areas which the Association is obligated to maintain or re-

pair, shall include without limitation: insurance premiums, utility bills, costs of maintaining or repairing structures or improvements, and costs to fund reserves.

Section 5.3 Regular Assessments.

(a) Amount and Time of Payment. Regular Assessments shall be levied on a calendar year or fiscal year basis ("Assessment Period") as determined by the Board and the amount and time of payment of said Assessments shall be determined by the Board after giving due consideration to the Common Expenses and Condominium Common Expenses of the Association. In the event the amount budgeted to meet for an Assessment Period proves to be excessive in light of the actual Common Expenses and Condominium Common Expenses, the Board, in its discretion, may, by resolution, reduce the amount of the Regular Assessments.

(b) Date of Commencement of Regular Assessments. Monthly installments of the Regular Assessments provided for herein with respect to the Units within a phase of the Project shall commence upon the earlier of the first day of the month following the closing of the first sale of a Unit within that phase or the first day of the month following the first residential occupancy of a Unit within that phase pursuant to a lease or rental agreement. Declarant shall be obligated to pay to the Association the full assessment installment for each unsold Unit within a phase for which Regular Assessments have commenced. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The commencement of assessments as to Condominium Units added to the Project pursuant to Article 2 hereof shall commence as provided for in Section 2.2.

(c) Assessment Procedures. At least sixty (60) days in advance of each Assessment Period, the Board shall estimate the total Common Expenses and Condominium Common Expenses to be incurred by the Association for such forthcoming Assessment Period and shall at that time determine and fix the amount of the Regular Assessments against each Condominium subject thereto for such Assessment Period. Written notice of such Regular Assessment shall be sent to every Owner subject thereto not less than forty-five (45) days nor more than sixty (60) days in advance of each Assessment Period. Each Owner shall thereafter pay to the Association his Regular Assessment in the installments established by the Board; provided, however, that such installments shall be paid on a monthly basis until such time as the Board determines otherwise.

(d) Regular Assessment Limitations . Unless an assessment increase is necessary for an emergency situation defined in Section 5.5, the Board shall not, without the vote or written consent of a majority of the voting power of the Association residing in Members other than the Declarant,

increase the rate of the Regular Assessments for any fiscal year by an amount which is in excess of twenty percent (20%) of the previous fiscal year's Regular Assessment rate, as adjusted by the percentage increase during the previous fiscal year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, All Items (1982-1984 = 100) established by the Department of Labor, Washington, D.C., or any similar index substituted therefor. Any meeting of Members called to approve an increase in the Regular Assessments as hereinabove required shall be called and noticed pursuant to the procedures from time to time established in the Bylaws for calling of special meetings of Members.

Section 5.4 Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy, for any Assessment Period, Capital Improvement Assessments, applicable to that Assessment Period only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area and Condominium Common Area, to the extent the same is not covered by the provisions for Reconstruction Assessments herein, or any unexpected improvement to or maintenance of any Maintenance Area, including the necessary fixtures and personal property related thereto; provided that, unless the assessment is necessary for an emergency situation defined in Section 5.5, any such Capital Improvement Assessments which relate to the Common Area and Condominium Common Area and which in the aggregate exceed five percent (5%) of the budgeted Common Expenses and Condominium Common Expenses for such Assessment Period shall have the approval by vote or written consent of a majority of the voting power of the Association residing in Members other than the Declarant. Any meeting of Members called to approve an increase in the Capital Improvement Assessments as hereinabove required shall be called and noticed pursuant to the procedures from time to time established in the Bylaws for the calling of special meetings of members. Capital Improvement Assessments shall be due and payable at the times and in the amounts fixed by the Board and shall be levied upon the Owners and their Condominiums as follows:

(a) Capital Improvement Assessments for construction or reconstruction of improvements upon the Common Area shall be levied against all Owners and their Condominiums, including Declarant and the Condominiums in phases to be added to the Project pursuant to Article 2; and

(b) Capital Improvement Assessments for construction or reconstruction of Condominium Common Area within the Project shall be levied against the Owners of Condominiums subject to assessment and their Condominiums.

Section 5.5 Emergency Assessments. The limitations upon assessment increases set forth above in Section 5.3(d) and in Section 5.4 shall not apply to assessment increases necessary for emergency situations. For the purposes of this Section, an emergency situation is any one of the following:

(a) An extraordinary expense required by a court of competent jurisdiction.

(b) An extraordinary expense necessary to repair or maintain any part of the Project for which the Association is responsible where a threat to personal safety on the Property is discovered.

(c) An extraordinary expense necessary to repair or maintain any part of the project for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the proforma budget. However, prior to the imposition of collection of an assessment under this subsection (c), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and a copy of such resolution shall be distributed to the Members with the notice of assessment.

Section 5.6 Special Assessments. Special Assessments may be levied (a) by the Board from time to time against Condominiums with respect to which particular costs or expenses have been incurred by the Association for materials or services furnished at the request, or with the consent, of the Owner of any such Condominium; or (b) by the Association in accordance with the provisions of this Declaration (including, without limitation, Section 17.4). Special Assessments levied by the Association shall be due and payable at the times and in the amounts fixed by the Board.

Section 5.7 Certificate of Payment. Upon written request, within ten (10) days of the mailing or the receipt of the request, the Association shall furnish to any Owner liable for Assessments a certificate in writing signed by an officer or authorized agent of the Association setting forth the amount of any Assessments levied against the Owner's Unit which are unpaid on the date of the certificate. Such certificate shall be conclusive evidence of payment of any Assessments or portions thereof therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of any such certificate.

Section 5.8 Assessment of Condominiums Owned by Declarant. Without exception, each Condominium owned by the Declarant shall be subject to assessment to the same extent and in the same manner as any other Condominium owned by any Owner.

Section 5.9 Nonuse and Abandonment. No owner may waive or escape personal liability for the Assessments provided for herein, nor release the Condominium owned by him from the liens and charges hereof, by nonuse of the Common Area and Condominium Common Area or abandonment of his Condominium.

Section 5.10 Uniform Rate of Assessment. Except as specified in Section 5.4, all Association Regular and Capital Improvement Assessments shall be fixed at a uniform rate for all Condominiums subject to assessment. All Reconstruction Assessments shall be fixed in the manner specified in Section 13.3.

Section 5.11 Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments, charges and liens created herein: (a) all properties dedicated to, and accepted by, a public authority; (b) all Common Area; and (c) all properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such legal exemption. Notwithstanding any provision in this Section, no real property or improvements devoted to residential dwelling use shall be exempt from said Assessments, charges or liens.

Section 5.12 Offsets. All Assessments shall be payable in the amount specified in the Assessment levied by the Association and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance or enforcement.

Section 5.13 Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of California now in effect, or as may be in effect from time to time hereafter.

Section 5.14 Reserves. Regular Assessments shall include reasonable amounts collected for the future periodic maintenance, repair or replacement of improvements within the Condominium Common Area and the Common Area, and for any other purposes determined by the Board. All amounts collected as reserves, whether pursuant to this Section 5.14 or otherwise, shall be deposited by the Board in a separate bank account or accounts to be held solely for the respective purposes for which such reserves have been collected. Said reserve amounts must be segregated from and not commingled with any other funds of the Association.

Section 5.15 Subsidy Agreement. Subject to the prior approval of the California Department of Real Estate, the Declarant may enter into a subsidy agreement with the Association which may vary certain of the obligations of Owners under this Declaration for a limited period of time.

ARTICLE 6

NONPAYMENT OF ASSESSMENTS

Section 6.1 Delinquency and Remedies of Association. If any Assessment, or any portion thereof, is not paid on the date when due, then such Assessment or portion thereof shall become delinquent and shall, together with interest and costs of collection as provided below, thereupon become a continuing lien on the Condominium against which such Assessment was made, as more particularly described in Section 5.1. If the Assessment, or any portion thereof, is not paid within fifteen (15) days after the due date, each such delinquency shall thereafter result in a late charge in an amount as shall be reasonably determined by the Board and shall bear interest from the date of delinquency at a rate set by the Board, which rate shall not exceed the maximum permitted by Section 1366(c)(3) of the Civil Code of the State of California. In addition to all other legal and equitable rights or remedies which it may have, the Association may, at its option, bring an action at law against the Owner personally obligated to pay such Assessments, and/or upon compliance with the notice provisions set forth in Section, and there shall be added to the amount of such Assessment or any portion thereof, and interest thereon, the late charge and all costs and expenses, including reasonable attorneys' fees, incurred by the Association in collecting the delinquent Assessment. Each Owner vests in the Association, and its successors or assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for purposes of collecting delinquent Assessments.

In lieu of judicially foreclosing the lien, the Association, at its option, may foreclose such lien by proceeding under a power of sale as provided below in Section 6.3, such power of sale being given to the Association as to each and every Condominium, for the purpose of collecting delinquent Assessments.

Section 6.2 Notice of Assessment and Notice of Delinquent Assessment. No action shall be brought to foreclose the lien, or to proceed under the power of sale, sooner than thirty (30) days after the date that a notice of assessment (or such other document or instrument as may then be permitted or required by law) executed by a duly authorized representative of the Association, is recorded with the County Recorder. Each such notice shall be executed by the President or other duly authorized agent of the Association and shall

set forth the amount claimed to be delinquent (which may include the late charge, interest and costs of collection, including reasonable attorneys' fees), a good and sufficient legal description of the Condominium being assessed, the name of the record Owner or reputed Owner thereof, the name and address of the Association as claimant, and the name and address of the trustee authorized by the Association to enforce the lien by sale. A copy of said notice shall be deposited in the United States mail, certified or registered, and postage prepaid, to the Owner of the Condominium.

Section 6.3 Foreclosure Sale. Any such sale under the power of sale provided for above shall be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Condominium at foreclosure sale, using Association funds or funds borrowed for such purpose, and to acquire and hold, lease, mortgage and convey the same.

Section 6.4 Curing of Default. Upon the timely curing of any default for which a notice of assessment was recorded by the Association, any officer of the Association is hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee to be determined by the Association, but not to exceed a reasonable fee, to cover the costs of preparing and filing or recording such release together with the payment of such other charges, costs, interest or fees as shall have been incurred.

Section 6.5 Cumulative Remedies. The Assessment Lien and the rights to foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its successors and assigns may have hereunder and by law.

Section 6.6 Subordination of the Lien to Mortgages. The lien of the assessments provided for in Articles V and VI hereof shall be subordinate to the lien of any first deed of trust or first mortgage. Sale or transfer of any Condominium shall not affect the assessment lien, provided, however, that the transfer of any Condominium as a result of the exercise of a power of sale or judicial foreclosure involving a default under any first deed of trust or first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such transfer. No such transfer shall relieve such Condominium from the liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE 7

ARCHITECTURAL AND LANDSCAPING CONTROL

Section 7.1 Architectural Approval. No fence, wall or other structure shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration therein, including painting, landscaping or installation of patio covers be made, until the plans and specifications therefor shall have been submitted to and approved in writing as to harmony or external design and location in relation to the surrounding structures and topography, by an Architectural Committee, initially to be appointed by the Declarant (the "Architectural Committee"). The Architectural Committee shall have the right, but not the obligation, to require any member to remove, trim, top or prune any shrub, tree, bush, plant or hedge which such Committee reasonably believes materially obstructs the view of any Condominium. The Declarant shall not be required to comply with any of the provisions of this Section 7.1; provided, however, that if Declarant sells a Condominium and thereafter purchases such Condominium, the Declarant shall comply with the provisions of this Section 7.1 as such provisions apply to such Condominium. Notwithstanding the foregoing, the owner of a Condominium may install landscaping within the area of his patio without obtaining the approval of the Architectural Committee, however, patio covers, fences and other structures may not be erected within a patio area without the prior approval of the Architectural Committee pursuant to this Article.

Section 7.2 Number of Members and Term of the Architectural Committee Appointed by Declarant. The Architectural Committee shall consist of not less than three nor more than five members. The Declarant shall have the right to appoint all of the members of the Architectural Committee and their replacements until the first anniversary of the issuance by the California Department of Real Estate of the original public report for Phase 1 (the "Anniversary Date"). After the Anniversary Date, the Declarant shall have the right to appoint a majority of the members of such Committee and their replacements until ninety percent (90%) or more of the Condominiums within the Property have been sold, or until the fifth anniversary of the date of original issuance by the California Department of Real Estate of the Final Subdivision Public Report for Phase 1 (the "Fifth Anniversary Date"), whichever shall first occur. After ninety percent (90%) or more of the Condominiums within the Property have been sold or after the Fifth Anniversary Date, whichever shall first occur, the Board shall appoint all of the members of the Architectural Committee. Those appointed to the Condominium Architectural Committee by the Board shall be Members; the Declarant, however, need not appoint Owners to the Architectural Committee. Those Members of the Architectural Committee appointed by the Board may be dismissed and replaced at any time

and from time to time as determined by the Board in its sole and absolute discretion.

Section 7.3 Failure to Approve or Disapprove Plans and Specifications. In the event the Architectural Committee, or its representatives designated in accordance with Section 7.9, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Committee has approved such plans and specifications. All improvement work approved by the Architectural Committee shall be diligently completed and constructed in accordance with approved plans and specifications.

Section 7.4 Appeal. In the event plans and specifications submitted to an Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board, which appeal shall be delivered to the Board not more than thirty (30) days following the decision of the Architectural Committee. The Board shall notify, in writing, the Architectural Committee of the appeal and the Architectural Committee shall deliver written recommendations to the Board within fifteen (15) days after receipt of such notification from the Board. Within forty-five (45) days following receipt of an appeal, the Board shall render its written decision and deliver a copy thereof to the party or parties submitting the appeal. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the party or parties submitting the appeal.

Section 7.5 No Liability. Neither the Declarant, the Association, the Architectural Committee, nor the members or designated representatives thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect in any structure constructed from such plans and specifications. Such plans and specifications are not approved for engineering design. Every person or entity who submits plans and specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every Owner of any of said property agrees, that he will not bring any action or suit against the Declarant, the Association, the Architectural Committee, the Board, or any of the members or designated representatives thereof to recover any such damages.

Section 7.6 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained in this Declaration, after the expiration of (a) one year from the date of issuance of a building permit by any municipal or

other governmental authority for any improvements or (b) one year from the date of the commencement of construction within the Property of any improvements shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article 7, unless actual notice of such noncompliance or noncompletion, executed by the Architectural Committee having jurisdiction or such Architectural Committee's designated representatives, shall appear of record in the office of the County Recorder, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 7.7 Rules and Regulations. The Architectural Committee may, from time to time, in its sole discretion, adopt, amend and repeal reasonable rules and regulations interpreting and implementing the provisions hereof and establishing reasonable architectural standards for the Property.

Section 7.8 Variances. Where circumstances such as topography, location of property lines, location of trees, configuration of lots, or other matters require, the Architectural Committee, by the vote or written consent of a majority of its members, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

Section 7.9 Appointment and Designation. The Architectural Committee may, from time to time, by a majority of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of such Committee in all matters delegated.

Section 7.10 Review Fee and Address. All plans and specifications required by Section 7.1 shall be submitted in writing for approval together with a reasonable processing fee made payable to the Association. The address of the Architectural Committee shall be care of the Association at Simi Valley, California, or such other place or places as may from time to time be designated by such Committee. Such address shall be the place where the current rules and regulations, if any, of such Committee shall be kept.

Section 7.11 Inspection. Any member or agent of the Architectural Committee may, from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any property subject to the jurisdiction of the Architectural Committee as to its improvement or maintenance in compliance with the provisions hereof.

ARTICLE 8

GENERAL RESTRICTIONS

Section 8.1 Except as provided in Section 17.10 and subject to the other terms and provisions of this Declaration, none of the Condominium Units within the Property shall be used except for residential purposes. No additional building structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any Common Area within the Property other than one or more condominium buildings containing units and customary appurtenances designed for occupancy by not more than one family and such improvements as may be incidental with the social and recreational use of the Common Area.

Section 8.2 Neither the Property, nor any portion thereof, shall be used for any purpose tending to injure the reputation thereof, or to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or in violation of any public law, ordinance or regulation in any way applicable thereto (including but not limited to the Ordinances and Regulations of the City of Simi Valley) or which would in any way increase the premiums for insurance carried pursuant to Article 12.

Section 8.3 None of the Condominium Units shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes.

Section 8.4 Subject to the provisions of Section 4.3, the Recreation Area shall be used for recreational, special, pedestrian movement and other purposes authorized under this Declaration.

Section 8.5 The Common Area within the Project, other than the Condominium Buildings and the Restricted Common Area, shall be used for recreational, social and other purposes permitted or authorized by this Declaration. Any private streets, roads or driveways included within the Common Area shall be used only for vehicular and pedestrian traffic and for parking in designated parking areas in accordance with the Association Rules.

Section 8.6 With the exception of one or more chimneys and one or more vent stacks, no projections of any type shall be placed or permitted to remain above the roof of any Condominium Building or any other building unless and until the same shall have been approved by the appropriate Architectural Committee. No outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any Condominium Building, any other building

within the Property or connected in such manner as to be visible from the outside of any such building.

Section 8.7 No shed, tent or temporary building shall be erected, maintained or used within the Property; provided, however, that temporary buildings for use and used only for purposes incidental to construction of the Project may be erected, maintained and used, provided, that such erection, maintenance and use has been approved by the Architectural Committee and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

Section 8.8 When garages are not in use, garage doors shall be closed. Garages shall be used only for the purpose of parking automobiles and other vehicles and equipment and storing an Owner's household goods; provided, however, that all such uses shall be accomplished so that garage doors can be closed. The Association shall have the authority to adopt rules regulating all parking, provided that no vehicles shall be parked (other than temporarily, as defined in Section 8.9) in driveways within the Property.

Section 8.9 No mobile home, boat, truck exceeding one ton, trailer, recreational vehicle of any kind or similar equipment shall be kept, stored, parked (other than temporarily), maintained, constructed or repaired, on the Property in such a manner as to be visible from any neighboring property; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs. Temporary parking shall mean parking for not more than twenty consecutive minutes of delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to Owners or to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading or unloading purposes.

Section 8.10 No privy shall be erected, maintained or used upon any portion of the property, but a temporary privy may be permitted during the course of construction of a building, provided that such erection, maintenance or use has been approved by the Architectural Committee. Any lavatory, toilet or water closet which shall be erected, maintained or used upon any portion of the Property shall be enclosed and located within a building permitted under this Declaration to be erected within the Property, shall be properly connected with the sewer system and shall be so constructed and operated that no offensive odor shall arise or otherwise escape therefrom.

Section 8.11 No animals, fowl, reptiles, insects or poultry shall be kept within the Property, except that domestic reptiles, dogs, cats, birds and fish may be kept as household pets upon said property, provided that they are not kept, bred or raised thereon for commercial purposes or in unrea-

sonable quantities. All dogs permitted to be kept by this Section shall be kept on a leash within the Property when not within an enclosed area of a Unit.

Section 8.12 Except for a sign of customary and reasonable dimensions, the area of which shall not exceed four (4) square feet advertising a Condominium for sale, lease or exchange, such sign to be located on such Condominium, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any portion of the Property, provided, however, that subject to the provision of Section 17.10 hereof, the Declarant, its agent and designees, may erect and maintain such signs and other advertising devices or structures as they may deem necessary or proper in connection with the conduct of the Declarant's operations for the development, improvement, subdivision and sale of the Condominiums within the Property. Declarant's rights pursuant to this section shall terminate on the third anniversary of the issuance of the most recent Final Subdivision Public Report for a phase within the Property.

Section 8.13 No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of the Property which renders the Property unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers enclosed or fenced in such a manner that such areas, containers and piles will not be visible from any neighboring property or street. Sanitary containers may be set out for a reasonable period of time before and within twenty-four (24) hours after scheduled trash pick-up times in accordance with the Association Rules.

Section 8.14 No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any part of the Property.

Section 8.15 No noxious or offensive activity shall be carried on upon any part of the Property nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 8.16 All buildings and other structures upon the Property and each portion thereof shall at all times be maintained in good condition and repair and well and properly painted. No windows shall be covered, either inside or outside, with aluminum foil or any other similar material.

Section 8.17 No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken, on any slope area or any other area within the Property which might damage or interfere with established

slope ratios, create erosion or sliding problems, or interfere with established drainage systems or patterns. As used herein, the term "drainage pattern and system" includes, but is not necessarily limited to, underground drain pipes and patterns of drainage over Common Area. Any area drains, gutters, downspouts, berms, swales and other drainage facilities and systems not maintained by the Association shall be maintained by the Owner thereof in a neat, orderly, safe and sanitary condition and in such a manner as to facilitate the orderly discharge of water by means of same.

Section 8.18 All landscaping of every kind and character, including shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, other than such landscaping, if any, within the Common Area which shall be continuously maintained by the Association, in a neat and orderly condition and in a manner to enhance its appearance.

Section 8.19 During reasonable hours and after not less than forty-eight (48) hours prior notice, the agents and designees of the Association shall have the right to enter upon and inspect any portion of the Project thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be liable for or deemed guilty of trespassing by reason thereof.

Section 8.20 Each Member shall be liable to the Association, as such liability may be determined pursuant to the laws of the State of California, for any damage to the Common Area, or any Maintenance Area under the Association's jurisdiction, or to any of the equipment, furniture, furnishings or improvements thereon, which may be sustained by reason of the negligence or willful misconduct of said Member or of his Family, relatives, guests or invitees, both minor and adult. The foregoing liability shall include, but not be limited to, paying an amount to the Association equal to any deductible under any insurance policy covering such damage within ten (10) days after receipt of a statement therefor from the Association.

Section 8.21 No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbon minerals of any kind, gravel, earth or any earth substance or any other mineral of any kind. No machinery or equipment of any kind shall be placed, operated or maintained within the Property, except such machinery or equipment as is usual and customary in connection with the use or maintenance of a private residence.

Section 8.22 None of the restrictions contained within this Article shall limit or be deemed to limit the rights of Declarant provided for in Section 17.10.

Section 8.23 No structural alterations to the interior of any Unit shall be made, nor shall any plumbing, utility or electrical alteration within any bearing wall be made by any individual Owner of a Condominium without the prior written consent of the Condominium Architectural Committee.

Section 8.24 Each Owner shall, subject to the terms and provisions of this Declaration, including, but not limited to, those provisions pertaining to maintenance and repair by the Association and the Article hereof entitled "Architectural and Landscaping Control":

(a) Maintain, repair, replace and restore the glass doors, if any, and windows (including window screens and cleaning the interior and exterior of the windows) enclosing his Unit;

(b) Maintain, repair, replace and restore the plumbing, electrical, air conditioning (if any), cable television, utilities and heating systems servicing his Residential Element and Garage and located within or underneath the perimeter of the exterior bearing walls of said Residential Element and Garage, and all appliances and equipment located in said Residential Element and Garage including, without limitation, the damper and other mechanical parts of the fireplace located therein;

(c) Maintain, repair, replace and restore Garage doors, including, without limitation, hinges, springs and other parts of the door mechanism (including, without limitation, all parts of any automatic Garage door opening and closing mechanism);

(d) Maintain, repair, replace and restore all portions of his Unit, including, without limitation, the interior walls, ceilings, floors and doors of his Residential Element and Garage, and the floor and ground surfaces of his Patio in a clean, sanitary, neat, orderly and attractive condition;

(e) Maintain all plants and other growing things placed or located within the nonresidential elements of his Unit, and such plants or other growing things shall be permitted to encroach into or onto the Common Area;

(f) Maintain, repair and restore any drain located in his Garage in a neat, orderly, safe and sanitary condition and in such a manner as to facilitate the orderly discharge of water by means of same;

(g) Maintain, repair, restore and replace all walls and fences which form the boundary of his Patio. The repair of any wall or fence separating the Patio elements of neighboring Condominiums shall be the joint responsibility of the

Owners whose Condominiums are separated by such walls or fences, notwithstanding that such walls or fences may consist in part of Common Area. Such adjoining Owners shall share the expense of such repair equally, but if one such Owner refuses to join in such repair, the other may undertake such repair himself and his neighbor shall cooperate with such Owner and shall, within fifteen (15) days after receipt of a bill therefor from such Owner setting forth such neighbor's share of the expense for such repairs, deliver to such Owner the amount set forth in such bill. In the event that such repair is required because of the acts or negligence of one of such adjoining Owners, or his Family, relatives, guests or invitees, such Owner at his sole expense as soon as reasonably possible after such acts or negligence and, in the event such Owner fails or refuses to effect such repair, his neighbor, upon ten (10) days' prior written notice, may do so and such Owner shall cooperate with such neighbor and all of the costs and expenses incurred by such neighbor shall be paid by such Owner to such neighbor within fifteen (15) days after receipt of a bill therefor. Nothing contained in this subsection shall obligate any Owner to paint or maintain the surface of any such wall or fence except as such surface forms a portion of the boundary of his Patio;

(h) Maintain, repair, and restore any portion of any Solar Equipment which services such Owner's Residential Element. In the event that the Board shall determine that the Condominium Common Area or any Unit has been damaged by reason of a defect in or accident to any Solar Equipment, the Owner of the Condominium which is served by such Solar Equipment shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board or the Architectural Committee shall from time to time adopt; and

(i) Maintain, repair, replace and restore all utility lines and systems located within such Owner's Patio, including, without limitation, all water, gas, electric and telephone lines. The foregoing obligation includes, but is not limited to, performing such maintenance, repair, replacement and/or restoration to such utility lines and systems as may be necessitated by the construction, installation, maintenance or alteration of any structure or other improvement, including landscaping, to such Owner's Patio.

In the event such repair, maintenance, replacement or restoration is not so accomplished by any such Owner, the Association or its delegates shall have the right to effect such repair, maintenance, replacement or restoration (including, without limitation, the right to enter, at reasonable times, such Owner's Unit to effect such repair, maintenance, replacement or restoration) and the cost thereof shall be charged to the Owner of such Unit provided, however, that any such charge shall not be characterized as a special assessment which may become a lien against said Owner's unit.

ARTICLE 9

DUTIES AND POWERS OF THE ASSOCIATION

Section 9.1 General. In addition to the duties and power enumerated in its Articles and Bylaws, or elsewhere provided for in this Declaration, and without limiting the generalities thereof, the Association shall:

(a) Own, lease, maintain, control and otherwise manage, or cause to be managed, in a neat, safe, attractive, sanitary and orderly condition, the Common Area (including, without limitation, all street lights located thereon) and all facilities, improvements, walls, fencing, buildings, utility facilities, parking area, drainage courses, patterns and systems and facilities and landscaping thereon and thereunder, including (subject to the provisions of the Article hereof entitled "Destruction of Improvements") the reconstruction, repair or replacement thereof when necessary or appropriate, and all other real or personal property acquired by the Association.

(b) Maintain, control and otherwise manage, or cause to be managed, in a neat, safe, attractive, sanitary and orderly condition, the Common Area (including, without limitation, the exterior of all Condominium Buildings as further provided in subsection (k) below, any lot, playground equipment and private streets and driveways and all lights and lighting systems) within the Project and all facilities, improvements, walls, fencing, buildings, fire hydrants, utility facilities, parking areas, drainage courses, patterns and systems and landscaping thereon and thereunder unless the maintenance, repair, replacement, restoration and/or management thereof is otherwise specifically provided for in this Declaration, including (subject to the provisions of the Article hereof entitled "Destruction of Improvements") the reconstruction, repair or replacement thereof when necessary or appropriate.

(c) Subject to the provisions of the Article hereof entitled "Insurance", maintain such policy or policies of insurance as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(d) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(e) Enforce the provisions of this Declaration by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, and the promulgation of the Association Rules by the Association.

(f) Maintain, or cause to be maintained, such Maintenance Areas as may be established from time to time by contract between the Association and the Declarant or any public entity.

(g) Pay any real and personal property taxes, assessments, and other charges assessed against the Common Area, or some portion thereof, unless separately assessed to the Owners.

(h) Obtain, for the benefit of all of the Condominium Common Area, all telephone, water, gas and electric services and refuse collections, unless such services are separately charged to the Owners.

(i) Obtain, for the benefit of all of the Common Area, all telephone, water, gas and electric services and refuse collections.

(j) Subject to the limitations of Sections 4.3(d), 4.5(b)(iii) and 4.6(e), grant easements where necessary for utilities and sewer facilities over the Common Area, respectively, to serve the Project.

(k) Maintain, or cause to be maintained, the Condominium Common Area and the exteriors of all Condominium Buildings within the Project as originally improved by the Declarant, or as may be further improved or modified with the consent of the Association and the Board, in good condition and repair and in such a manner as to enhance their appearance and place such exteriors in an attractive, neat and orderly condition, which maintenance shall include, but shall not be limited to, painting and repair and replacement of roofs, gutters, and downspouts and exterior building surfaces.

(l) Make available to any prospective purchaser of a Condominium, any owner of the Condominium, any first mortgagee, and the holders, insurers and guarantors of a first mortgage on any Condominium, current copies of the Declaration, the Articles of Incorporation, the Bylaws, the rules governing the Condominium and all other books, records and financial statements of the Association.

Section 9.2 Use of Agent and Duration of Contracts.
The Board may employ a manager or other persons and may contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any agreement for professional management or any contract providing for services by the Declarant must provide for termination by either party for cause upon thirty (30) days written notice and without cause and without payment of a termination fee upon ninety (90) days' or less written notice thereof. Subject to the exceptions specified below, any

agreement or contract for professional management or any other contract with a third person, wherein such person is to furnish goods or services for the Common Area, Condominium Common Area or the Association, shall be limited to a duration of one (1) year; provided, however, that such contracts may be renewable for successive one-year periods with the approval for each such period, by vote or written consent of Members entitled to exercise not less than a majority of the voting power of each class of membership of the Association. The foregoing limitation shall not apply to the following exceptions:

(a) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(b) Prepaid casualty or liability insurance policies with a duration not to exceed three (3) years where the policy permits short term cancellation by the insured;

(c) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration; and

(d) Leases or other agreements for laundry room fixtures and equipment, cable television service and equipment, burglar and fire alarm equipment, including the servicing of such equipment, with a duration not to exceed five (5) years, provided that the lessors or suppliers of such equipment and/or services are not entities in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more.

Section 9.3 Association Rules. The Association shall have the power, as provided in its Bylaws, to adopt, amend and repeal Association Rules. The Association Rules shall govern such matters in furtherance of the purposes of the Association as the Board shall deem appropriate, including, without limitation, the use and enjoyment of the Condominium Common Area and the Common Area, and facilities thereon and therein, if any; provided, however, that the Association Rules may not discriminate among Members and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Recreation Area. Upon such mailing or delivery and posting, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Articles or the Bylaws, the provisions of the

Association Rules shall be deemed to be superseded by such other provisions to the extent of any such inconsistency.

Section 9.4 Entry and Emergency Powers. The Association or any person authorized by the Association may enter any Condominium within the Project in the event of any emergency involving illness or potential danger to life or property, or in nonemergency situations, after reasonable notice of not less than twenty-four (24) hours and at reasonable hours, for the purpose of performing its duties and exercising its powers as set forth in this Declaration (in entry when necessary in connection with construction, maintenance, or repair for the benefit of the Common Area or the Owners in common). Any damage caused by said entry shall be repaired at the cost of the Association.

Section 9.5 Sales of Association Property. No property of the Association shall, during any fiscal year, be sold which has an aggregate fair market value greater than five percent (5%) of the aggregate budgeted Common Expenses and Condominium Common Expenses for such fiscal year without the vote or written consent of a majority of each class of Members.

Section 9.6 Enforcement of Bonded Obligations. In the event any Common Area, Recreation Area or Street Area improvements included within any portion of the Property have not been completed prior to the issuance of the Final Subdivision Public Report covering such portion and the Association is the obligee under a bond or other arrangement ("Bond") to secure the performance of the commitment of the Declarant to complete such improvements, the following actions shall be taken:

(a) The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement within the Common Area for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension.

(b) A special meeting of the Members may be held for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question. Declarant shall not vote at any such meeting. Such meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Members representing a

percentage of not less than five percent (5%) of the total voting power of the Association.

(c) A vote of a majority of the voting power of the Association residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE 10

EASEMENTS

Section 10.1 Encroachments. Declarant shall grant to each Owner an easement over all adjoining property (including Units and Common Area) for the purpose of:

(a) Accommodating trellises, eaves, overhangs, balconies and other similar projections created during the original construction of the Project or the reconstruction or repair of a Condominium Building in accordance with plans and specifications approved by the Architectural Committee;

(b) Accommodating minor encroachments due to original engineering or surveying errors, errors in original construction, errors in reconstruction or repair in accordance with the plans and specifications approved by the appropriate Architectural Committee, or settlement or shifting or movement of a building or other structure; and

(c) Maintaining, repairing and reconstructing such trellises, eaves, overhangs, balconies, projections and encroachments.

Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, and the Association agrees, for itself and its successors and assigns, that each will permit free access, at reasonable times and upon reasonable notice, by each Owner for whose benefit an easement shall be granted hereunder for the purpose of exercising his rights with respect to such maintenance, repair and/or construction.

Section 10.2 Maintenance Area, Recreation Area, Street Area and Common Area. The Association is hereby declared to have a license in favor of the Association, its agents and representatives, to traverse upon such property contiguous to Common Area, Condominium Common Area or any Maintenance Area as shall be necessary to gain access to such areas. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights

and duties with respect to Common Area, Condominium Common Area and any Maintenance Areas.

Section 10.3 Ingress, Egress and Recreational Rights. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to all Owners of Condominiums, a nonexclusive easement for access, ingress and egress, pedestrian walkway, street, driveway and general recreational purposes (as such purposes may be designated in any such grant), over and upon the Common Area. Such easements shall be subject to the rights of the Association as set forth in Article 4.

ARTICLE 11

RESERVATION OF EASEMENTS BY DECLARANT

Section 11.1 Utilities. Easements over the Property for the installation, maintenance, service, repair, reconstruction and replacement of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities shown on the recorded tract map or Condominium Plan for the Property are hereby reserved by the Declarant, together with the right to grant and transfer the same.

Section 11.2 Common Area. There is hereby reserved by the Declarant, including, without limitation, its sales agents and representatives and prospective purchasers of Condominiums, together with the right in the Declarant to grant and transfer the same, over the Common Area as the same may from time to time exist, easements for construction, display, sales offices and incidental parking and exhibit purposes in connection with the construction, development and sale of Condominiums within the Property and for such other purposes and subject to such limitations as may be provided in Section 17.10; provided, however, that such use shall not unreasonably interfere with the use and enjoyment of the Common Area by the Members entitled to such use and enjoyment.

Section 11.3 Discharge of Rights and Obligations. There is hereby reserved by the Declarant, together with the right to grant and transfer the same, easements over the Property for the purpose of permitting the Association, the Board, the Architectural Committee, the Declarant, Owners and others to exercise their rights and discharge their obligations as described in this Declaration.

ARTICLE 12

INSURANCE

Section 12.1 Types. The Association shall obtain and continue in effect in its own name, for the benefit of the Owners, the following types of insurance:

(a) A comprehensive policy of public liability insurance insuring the Association, its agents and employees and the Owners against any liability incident to the ownership and use of the Common Area and the Condominium Common Area within the Project and including, if obtainable, a "severability of interest" endorsement which shall preclude the insurer from denying coverage because of negligent acts of the Association, the Board or other Owners. The limits of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for death of or injury to any one person in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00) for death or injury to more than one person in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for property damage in any one occurrence. Such insurance shall include, but not be limited to, protection against water damage liability, liability for nonowned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to similar developments in the area of the Property.

(b) A master or blanket policy of fire and casualty insurance with extended coverage endorsed for not less than one hundred percent (100%) of the current replacement cost, without deduction for depreciation, of all of the Condominium Buildings, including Units and Condominium Common Area within the Project and all other improvements to the Common Area (but not including "tenant improvements" constructed or installed within Units by Owners or other occupants, as referred to in Section 12.8) and all improvements thereto (including all building service equipment and the like), and the landscaping, facilities and improvements upon any Maintenance Area required to be maintained by the Association, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation against Members and the Association and persons upon the Property with the permission of a Member. Such insurance shall afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, including, without limitation, loss or damage caused by sprinkler leakage, vandalism, malicious mischief, windstorm, water damage and covering the cost of demolition and debris removal and such other risks as shall customarily be covered with respect to similar developments in the area of the Property.

(c) Fidelity coverage against dishonest acts on the part of directors, officers, employees, volunteers, trustees, managers or any other persons who handle the funds of the Association. Such fidelity bonds shall name the Association as obligee, shall be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves, or in such other amount as may be determined by Board, and shall contain waivers of any defense based on the exclusion of persons who

serve without compensation from any definition of "employee" or similar expression.

Section 12.2 Waiver By Members. As to each of said policies, which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, the Declarant and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of any agreement by, said persons, but only to the extent of insurance proceeds received in compensation for such loss.

Section 12.3 Other Insurance; Annual Review. The Association may purchase such other insurance as it may deem necessary, including, but not limited to, plate-glass, workers' compensation, officers' and directors' liability, and errors and omissions insurance. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Common Area, and other areas referenced herein in light of increased construction costs, inflation, practice in the area in which the Property is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 12.4 Premiums, Proceeds and Settlement. Insurance premiums for any insurance coverage obtained by the Association pursuant to this Article shall be a Common Expense to be included in the Association Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article entitled "Destruction of Improvements" in this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and the Members.

Section 12.5 Abandonment of Replacement Cost Insurance. Unless at least two-thirds of the First Beneficiaries (based on one (1) vote for each first deed of trust owned) or Owners (other than Declarant) have given their prior written approval, the Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) of the property insured.

Section 12.6 Requirements of FHLMC. Notwithstanding the foregoing provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal Home Loan Mortgage Corporation, so long as it is a First Beneficiary or Owner within the property except to the extent such coverage is not available or has been waived in writing by the foregoing entity.

Section 12.7 Individual Casualty Insurance Prohibited. Except as expressly provided in Section 12.8, no Owner of a Condominium shall separately insure his Condominium against loss by fire or other casualty covered by any insurance carried under Section 12.1. Should any Owner of a Condominium violate this provision, and should any loss intended to be covered by insurance carried by the Association occur, and should the proceeds payable thereunder be reduced by reason of insurance carried by any Owner of a Condominium, such Owner shall assign the proceeds of such insurance carried by him, to the extent of such reduction, to the Board for application by the Board to the same purposes as the reduced proceeds are to be applied. In the event that such Owner has failed to pay such amount within thirty (30) days of a written demand therefor by the Association, the Board may levy a Special Assessment against such Owner and his Condominium for such amount. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Article 6.

Section 12.8 Rights of Owners to Insure. Notwithstanding the other provisions of this Article, an Owner of a Condominium shall be permitted to insure his personal property against loss by fire or other casualty and may carry public liability insurance covering his individual liability for damage to persons or property occurring inside his individual Unit. In addition, any improvements made by an Owner to his Unit, or by previous Owners or other occupants, may be separately insured by such Owner, provided such insurance shall be limited to the type and nature of coverage commonly known as "tenant's improvements" coverage. All such policies as may be carried by the Owners of Condominiums shall contain waivers of subrogation of claims against the Association, the Board, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only; provided, however, such other policies shall not adversely affect or diminish any coverage under any insurance obtained by the Association, and duplicate copies of certificates of such other policies shall be deposited with the Board. If any loss intended to be covered by insurance carried by the Association shall

occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by an Owner of a Condominium, such Owner shall pay to the Board an amount equal to such reduction. In the event that such Owner has failed to pay such amount within thirty (30) days of a written demand therefor by the Association, the Board may levy a Special Assessment against such Owner and his Condominium for such amount. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Article 6.

Section 12.9 Required Waiver. All policies of physical damage insurance obtained by the Association shall provide for waiver of the following rights to the extent such waivers are obtainable from the respective insurers:

- (a) Subrogation of claims against the tenants of the Owners;
- (b) Any defense based on co-insurance;
- (c) Any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (d) Any invalidity, other adverse affect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any named insured or the respective agents, contractors or employees of any insured;
- (e) Any right of the insurer to repair, rebuild or replace and, in the event any improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance policy the lesser of the replacement value of the improvements insured or the fair market value thereof;
- (f) Notice of the assignment by any Owner of his interest in the insurance by virtue of a conveyance of any Condominium; and
- (g) Any right to require any assignment of any deed of trust to the insurer.

Section 12.10 Notice of Cancellation, Amendment and Mortgagee Clause. Any policy of insurance described in this Article and obtained by the Association shall provide that such policy shall not be cancelled or materially amended or modified, nor shall the coverage thereof be reduced, without thirty (30) days' prior written notice to the Board, the Declarant (so long as Declarant is the Owner of a Condominium), and the Owners (provided that such Owners have filed written requests with the insurance carrier for such notice). All policies of hazard insurance for the Condominium Build-

ings, Condominium Common Area Units and other improvements to the Common Area shall contain or have attached thereto the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area of the Property. The mortgagee clause must provide that the insurance carrier shall notify the First Beneficiary (or trustee) named at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

ARTICLE 13

DESTRUCTION OF IMPROVEMENTS

Section 13.1 Destruction; Proceeds Exceed 85% of Reconstruction Cost. If there is a total or partial destruction of any Condominium Building or any portion of the Condominium Common Area within the Project and if the applicable proceeds of the insurance are sufficient to cover not less than Eighty-Five percent (85%) of the cost of repair and reconstruction, the improvement shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, Members then holding at least Seventy-Five percent (75%) of the total voting power of each class of Members who are Owners of the affected Condominiums and those Members only, determine that such repair and reconstruction shall not take place. If repair and reconstruction are to take place, the Board shall be required to execute, acknowledge and record in the Office of the County Recorder, not later than One Hundred Twenty (120) days from the date of such destruction a certificate declaring the intention of the Members to rebuild.

Section 13.2 Destruction; Proceeds Less Than 85% of Reconstruction Costs. If the proceeds of insurance are less than Eighty-Five percent (85%) of the costs of repair and reconstruction, the repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, Members then holding at least Sixty-Six and Two-Thirds percent (66-2/3%) of the total voting power of each class of Members or Owners of the affected Condominiums and only such Members, determine that such repair and reconstruction shall take place. The Board shall be required to execute, acknowledge and record in the Office of the County Recorder, not later than One Hundred Twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

Section 13.3 New Building Procedures. If the Members determine to rebuild, pursuant to Section 13.1 or 13.2, the Owner of each Unit located within a structure that has been totally or partially destroyed shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration of the structure containing his unit, over and above the available insurance proceeds. All Owners of Condominiums shall contribute and be assessed their proportionate

share of the cost of reconstruction or restoration of any portion of the Common Area not comprised in the structure within which a Unit is located. The proportionate share of each Owner shall be the ratio of the square footage of the floor area of each Unit to be assessed to the total square footage of the floor area of all Units to be assessed. If any Owner fails or refuses to pay his proportionate share, the Board may levy a special assessment against the Condominium of such Owner which may be enforced under the lien provisions contained in Articles 5 and 6 hereof or in any other manner provided in this Declaration. If any Owner disputes the amount of his proportionate liability under this Section, such Owner may contest the amount of his liability by submitting to the Board, within ten (10) days after notice to the Owner of his share of liability, written objections supported by the cost estimates or other information that the Owner deems to be material and may request a hearing before the Board at which he may be represented by counsel. Following such hearing, the Board shall give written notice of its decision to all Owners of the affected Condominiums including any recommendation that adjustments be made with respect to the liability of any Owner. If such adjustments are recommended, the Board shall schedule a special meeting of Members for the purpose of acting on the Board's recommendation, including making further adjustments, if deemed by members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of each class of Members who are Owners of the affected Condominiums. If no adjustments are recommended by the Board, the decision of the Board shall be final and binding on all Owners, including any Owner filing objections.

Section 13.4 Rebuilding Contract. If the Members determine to rebuild, the Board's authorized representative shall obtain bids from at least two reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the opportunity to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

Section 13.5 Rebuilding Not Authorized. If the Members determine not to rebuild, then, subject to the respective rights of mortgagees, any insurance proceeds then available for such rebuilding shall be distributed to the Owner of each Condominium according to the respective fair market value of each Unit at the time of destruction as determined by an independent appraisal. The Board shall appoint an independent appraiser to determine the fair market value of the Units affected as of the date of destruction. The proceeds of said

insurance shall then be distributed to affected Owners and their mortgagees in proportion to the values so determined. All costs incurred for said appraisal are to be paid by the Association from the insurance proceeds before the same are distributed.

Section 13.6 Minor Repair and Reconstruction. In any case, the Board will have the duty to repair and reconstruct improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, and in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Forty Thousand Dollars (\$40,000.00). The Board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements, such assessment to be levied as described in Section 13.3 (but without the consent or approval of Members despite any contrary provision) in this Declaration.

Section 13.7 Revival of Right of Partition. In the event a Certificate of Intention to Reconstruct is not recorded pursuant to Section 13.1 or 13.2 hereof, the right of any Owner to partition through legal action as described in Article 16 hereof shall revive immediately.

Section 13.8 Amendment of Condominium Plan. In the event that reconstruction is to take place pursuant to Section 13.1 or 13.2, the Board shall have the power to record an Amendment to the Condominium Plan of the Project so that the Condominium Plan conforms to the Condominium Buildings as designated to be reconstructed; provided, however, the Board shall not file an Amendment to the Condominium Plan without the prior authorization of the beneficiary of a deed of trust encumbering any Condominium, the plan for which Condominium will be altered by such Amendment. In the event that the Board, together with said beneficiaries, if appropriate, decide to record such Amendment to the Condominium Plan, all Owners whose Units would be affected by the Amendment to the Plan and the beneficiaries of deeds of trust encumbering said Units shall execute and acknowledge said Amendment so that it will comply with Section 1351 of the California Civil Code or any similar statute then in effect. Said Owners and beneficiaries shall execute such other documents or take such other action as required to make such Amendment effective. Notwithstanding any term of this Section, so long as the Federal Home Loan Mortgage Corporation is an Owner of a Condominium covered by said Condominium Plan or a First Beneficiary under a deed of trust encumbering such Condominium, no such Amendment may be made unless at least two-thirds (2/3) of the First Beneficiaries under deeds of trust encumbering Condominiums which will be affected by such Amendment have given their prior written approval to said Amendment and at least two-thirds (2/3) of the Owners of the individual Condominiums to be affected by said Amendment have given their prior approval to

said Amendment. The foregoing requirement may be waived in writing by the Federal Home Loan Mortgage Corporation.

Section 13.9 Destruction of Recreation Area. In the event of partial or total destruction of the Recreation Area (including any improvements thereon), it shall be the duty of the Association, subject to the terms and provisions of this Section, to restore and repair the same to their former condition as promptly as is practical and in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interests may be protected by said policies. The Recreation Area shall be restored and repaired unless the Owners, by vote at a meeting or by written consent, of not less than sixty-six and two-thirds percent (66-2/3%) of each class of Members or Owners based on one (1) vote for each Condominium, determine not to proceed with the restoration and repair. If restoration and repair is so to proceed, the Board shall levy a uniform Reconstruction Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of restoration and repair in excess of insurance proceeds. In the event of a determination not to replace or restore the Recreation Area, the Recreation Area shall be cleared and landscaped for community park use; provided, however, that there shall exist in such Recreation Area adequate vehicular and pedestrian rights-of-way for the Owners to insure legal access thereto, and the costs thereof shall be paid for with the insurance proceeds, and any deficiency may be raised by the levy of uniform Reconstruction Assessments in an amount determined by the Board. In the event any excess insurance proceeds remain, the Board shall retain such sums in the general funds of the Association for the common benefit of the Owners. Notwithstanding anything to the contrary contained in this Section, the distribution of any insurance proceeds for any damage or destruction to the Recreation Area shall be subject to the prior rights of beneficiaries under deeds of trust.

Section 13.10 Destruction of Street Areas. In the event of partial or total destruction of the Street Area (including any improvements thereon), it shall be the duty of the Association to restore and repair the same to their former condition as promptly as is practical and in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interests may be protected by said policies. In the event that the proceeds of such insurance are less than the amount necessary to accomplish such restoration and repair, the Board shall levy a uniform Reconstruction Assessment against the Owners to provide the additional necessary funds for such restoration and repair.

ARTICLE 14

EMINENT DOMAIN

Section 14.1 Definition of Taking. The term "taking" as used in this Article (other than Sections 14.9 and 14.10) shall mean condemnation by eminent domain, or sale under threat thereof, of all or part of the Property.

Section 14.2 Representation by Board in Condemnation Proceeding Involving the Property. In the event of a taking involving the Property, the Board shall, subject to the right of all beneficiaries who have requested the right to join the Board in the proceedings, represent all of the affected Owners, including Declarant with respect to the structures to be added to the Project pursuant to Article 2 hereof, in an action to recover all awards. No Owner shall challenge the good faith exercise of the discretion of the Board in fulfilling its duties under this Article. The Board is further empowered, subject to the limitations herein, to act as the sole representative of the Owners, in all aspects of condemnation proceedings not specifically covered herein.

Section 14.3 Procedure on Taking Involving the Property. In the event of a taking involving the Property, the Board shall distribute the award forthcoming from the taking authority according to the provisions of this Section after deducting therefrom fees and expenses related to the condemnation proceeding including, without limitation, fees for attorneys and appraisers and court costs. In the event that the taking is by judgment of condemnation and said judgment apportions the award among the Owners of Condominiums affected by such taking, including Declarant with respect to the structures to be added to the Project pursuant to Article 2 hereof, and their respective beneficiaries, the Board shall distribute the amount remaining after such deductions among such Owners and beneficiaries on the allocation basis set forth in such judgment. In the event that the taking is by sale under threat of condemnation, or if the judgment of condemnation fails to apportion the award, the Board shall distribute the award among the Owners affected by the taking and their respective beneficiaries, as their interests may appear, based upon the relative values of the Condominiums and other property rights affected by such taking as determined by: (i) the appraised value of each Condominium or other property rights prior to the taking as determined by a qualified real estate appraiser hired by the Board (the cost of such appraisal to be treated by the Association as an expense reimbursable from the condemnation award) and (ii) the degree to which each Condominium or other property rights has been affected by the taking as determined by such appraiser. The determination by such appraiser as to the value prior to the taking and the degree affected by the taking shall be final and binding on all Owners and beneficiaries. Nothing

contained herein shall entitle an Owner to priority over a beneficiary of his Condominium as to the portion of the condemnation award allocated to his Condominium. In no event shall any portion of such award be distributed by the Board to an Owner and/or the beneficiaries of his Condominium in a total amount greater than the portion allocated hereunder to such Condominium.

Section 14.4 Inverse Condemnation. The board is authorized to bring an action in inverse condemnation. In such event, the provisions of this Article shall apply with equal force.

Section 14.5 Revival of Right to Partition. Upon a taking which renders more than fifty percent (50%) of the Condominiums incapable of being restored to at least ninety-five percent (95%) of their floor area and substantially their condition prior to the taking, the right of any Owner to partition through legal action as described in the Article hereof entitled "Limitations Upon the Right to Partition and Severance" shall forthwith revive. The determination as to whether Condominiums partially taken are capable of being so restored shall be made by the Board, whose decision shall be final and binding on all Owners and beneficiaries.

Section 14.6 Awards for Members' Personal Property and Relocation Allowances. Where all or part of the Property is taken, each Member shall have the exclusive right to claim all of the award made for his personal property, and any relocation, moving expenses, or other allowance of a similar nature designed to facilitate relocation. Notwithstanding the foregoing provisions, the Board shall represent each Member in an action to recover all awards with respect to such portion, if any, of Member's personal property as is at the time of any taking, as a matter of law, part of the real property comprising any Condominium, and shall allocate to such Member so much of any award as is attributed in the taking proceedings, or failing such attribution, attributed by the Board, to such portion of Members' personal property.

Section 14.7 Notice to Members. The Board, immediately upon having knowledge of any taking or threat thereof with respect to a project or any portion thereof, shall promptly notify all affected Members.

Section 14.8 Change of Condominium Interest. In the event of a taking, the Board may amend the Condominium Plan or Condominium Plans affected by the taking to reflect the change. In the event that the Board decides to record such amendment to such Condominium Plan or Plans, all Owners and beneficiaries of deeds of trust encumbering property affected by the amendment shall execute and acknowledge said amendment so that it will comply with Section 1351 of the California Civil Code or any similar statute then in effect. Said Owners

and beneficiaries shall also execute such other documents or take such other actions as are required to make such amendment effective. The Board shall cause a notice of change in such Condominium Plan or Plans to be sent to each Owner and beneficiary affected by the amendment within ten (10) days of the filing of such amendments in the County Recorder's Office. Notwithstanding anything in this Section to the contrary, so long as the Federal Home Loan Mortgage Corporation is an Owner of a Condominium covered by any such Condominium Plan or a First Beneficiary under a deed of trust encumbering any such Condominium, no such amendment may be made to such Condominium Plan unless one of the following shall first occur;

(a) At least two-thirds (2/3) of the First Beneficiaries under deeds of trust encumbering Condominiums in the project covered by such Condominium Plan (based upon one vote for each first deed of trust owned) have given their prior written approval to said amendment;

(b) At least two-thirds (2/3) of the Owners (other than Declarant) of the individual Condominiums covered by such Condominium Plan have given their prior written approval to said amendment covered by such Condominium Plan; or

(c) The requirements of either (a) or (b) above have been waived in writing by the Federal Home Loan Mortgage Corporation.

Section 14.9 Recreation Area. The term "taking" as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Recreation Area, the Members of the Association hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Subject to the prior rights of beneficiaries of deeds of trust, if any, any awards received on account of the taking shall be paid to the Association for the benefit of the Members. In the event of taking of less than all of the Recreation Area, the rules as to restoration and replacement of the Recreation Area and the improvements thereon shall apply as in the case of destruction of the Recreation Area as provided in Section 13.9. In the event of a total taking, the Board shall retain any award in the general funds of the Association for the benefit of the Members.

Section 14.10 Street Area. The term "taking" as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Street Area, the Members of the Association hereby appoint the Board and such

persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Subject to the prior rights of beneficiaries of deeds of trust, if any, any awards received on account of the taking shall be paid to the Association for the benefit of the Members. In the event of a taking of less than all of the Street Area, the rules as to restoration and replacement of the Street Area and the improvements thereon shall apply as in the case of the destruction of the Street Area as provided in Section 13.10. In the event of a total taking, the Board shall retain any award in the general funds of the Association for the benefit of Members.

ARTICLE 15

RIGHTS OF LENDERS

Section 15.1 Filing Notice; Notices and Approvals. A beneficiary shall not be entitled to receive any notice which this Declaration requires the Association to deliver to beneficiaries unless and until such beneficiary, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such beneficiary is the holder of a deed of trust encumbering a Condominium within the Property. Such notice shall state whether such beneficiary is a First Beneficiary. Wherever the approval of all or a specified percentage of beneficiaries is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage of only those beneficiaries which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a beneficiary must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this section, in order to be entitled to such right. Except as provided in this Section, a beneficiary's rights pursuant to this Declaration, including, without limitation, the priority of the lien of such beneficiary's deed of trust over the lien of Assessments levied by the Association hereunder, shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a beneficiary shall remain effective without any further action by such beneficiary for so long as the facts set forth in such notice or request remain unchanged.

Section 15.2 Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any deed of trust made in good faith and for value encumbering any

Condominium, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Condominium.

Section 15.3 Curing Defaults. A beneficiary, or the immediate transferee of such beneficiary, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all beneficiaries.

Section 15.4 Relationship with Assessment Liens.

(a) The lien provided for in the Article hereof entitled "Nonpayment of Assessments" for the nonpayment of Assessments shall be subordinate to the lien of any first deed of trust which was recorded prior to the date any such Assessment becomes due.

(b) If any Condominium subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust, the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust and the foreclosure of the deed of trust or sale under a power of sale included in such deed of trust (such events being hereinbelow referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof.

(c) Any First Beneficiary who obtains title to a Condominium pursuant to a judicial foreclosure or the exercise of the power of sale will not be liable for such Condominium's unpaid Assessments which accrue prior to the acquisition of title to such Condominium by such beneficiary or purchaser, provided however, that a transfer as a result of a foreclosure or exercise of a power of sale shall not relieve the new owner, whether it be the former beneficiary of the first encumbrance or another person, from liability for any assessments thereafter becoming due or from the lien thereof.

(d) Nothing in this Section shall be construed to release any Owner from his obligation to pay any Assessment levied pursuant to this Declaration.

Section 15.5 Two-Thirds Vote of First Beneficiaries Or Owners of Condominiums. Except as provided by statute in case of condemnation or substantial loss to the Units or Common Area, unless at least two-thirds (2/3) of the First Beneficiaries under deeds of trust encumbering Condominiums (based upon one vote for each first deed of trust owned), or Owners

(other than Declarant) of the individual Condominiums have given their prior written approval, the Association shall not be entitled to do any of the following:

(a) By act or omission seek to abandon or terminate any project, or any part thereof.

(b) Change the pro rata interest or obligations of any individual Condominium 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 ownership of each Condominium in the Common Area.

(c) Partition or subdivide a Unit or any elements thereof.

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area; provided, however, the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area shall not require such approval. This provision shall not restrict or otherwise prohibit an Owner from selling or encumbering his Condominium.

(e) Use hazard insurance proceeds for losses to any project (whether to Units, Common Area) for other than the repair, replacement or reconstruction of such project.

(f) Use hazard insurance proceeds for losses to Street Area for other than the repair, replacement or reconstruction of such Street Area.

(g) Amend the following provisions of this Declaration: (i) the provisions of this Article, (ii) the provisions of the Article hereof entitled "Insurance", (iii) any other rights granted specifically to beneficiaries pursuant to any other provisions of this Declaration, or (iv) any provision of this Declaration which is a requirement of the Federal Home Loan Mortgage Corporation.

(h) Effectuate any decision to terminate professional management and assume self-management of the Property.

(i) By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of any common party walks or any common fences and driveways located within the Recreation Area or the upkeep of lawns and plantings within the Recreation Area.

(j) By act or omission, seek to abandon, partition, subdivide, encumber, sell, alienate or transfer the Recreation Area or any other property owned, directly or indirectly, by the Association for the benefit of the Owners; provided, how-

ever, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Recreation Area shall not require such approval.

(k) Use hazard insurance proceeds for losses to Recreation Area for other than the repair, replacement or reconstruction of such Recreation Area.

Section 15.6 Other Rights of First Beneficiaries.

Any First Beneficiary shall, upon written request to the Association, be entitled to:

(a) Inspect the books and records of the Association during normal business hours; and

(b) Receive the annual audited financial statements of the Association within one hundred twenty (120) days following the end of the Association's fiscal year; and

(c) Receive written notice of all annual and special meetings of the Members or of the Board, and First Beneficiaries shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give a First Beneficiary the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting.

Section 15.7 Beneficiaries Furnishing Information.

Beneficiaries are hereby authorized to furnish information to the Board concerning the status of any loan encumbering a Condominium.

Section 15.8 Notice to First Beneficiaries of Owner Default. Any First Beneficiary shall be entitled to written notification from the Association of any default in the performance of the obligations imposed by this Declaration or the Bylaws by the Owner whose Condominium is encumbered by such beneficiary's deed of trust, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to First Beneficiaries who have previously requested such notice in writing.

Section 15.9 Right of First Refusal. In the event this Declaration is amended to provide for any right of first refusal in the Association, any First Beneficiary who comes into possession of a Condominium pursuant to the remedies provided in such beneficiary's deed of trust, a judicial foreclosure, a deed (or assignment) in lieu of foreclosure or a trustee's sale shall be exempt therefrom and no such right of

first refusal shall impair the rights of any First Beneficiary to:

(a) Foreclose or take title to a Condominium pursuant to the remedies provided in any such First Beneficiary's deed of trust; or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by the trustor under any such First Beneficiary's deed of trust; or

(c) Sell or lease a Condominium acquired by such First Beneficiary.

Section 15.10 Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Section 15.11 Notice of Destruction or Taking. In the event that any Unit, Condominium Common Area or Common Area, or any portion thereof is damaged or is made the subject of any condemnation proceeding in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any First Beneficiary affected by such destruction, taking or threatened taking. As used in this Section, "damaged" or "taking" shall mean damage or taking to Condominium Common Area or Common Area exceeding Ten Thousand Dollars (\$10,000.00) or damage or taking to a Unit exceeding One Thousand Dollars (\$1,000.00). If requested in writing by a First Beneficiary, the Association shall evidence its obligations under this Section in a written agreement in favor of such First Beneficiary.

Section 15.12 Payments of Taxes or Premiums By First Beneficiaries. First Beneficiaries may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area and First Beneficiaries making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any first Beneficiary which requests the same to be executed by the Association.

Section 15.13 Damage and Condemnation -- Priority of First Beneficiaries. Notwithstanding any other term or provision of this Declaration, no Condominium Owner, or any other party, shall have priority over any rights of the First Beneficiary under the deed of trust encumbering such Owner's Condominium pursuant to such First Beneficiary's deed of trust in the case of a distribution to such Condominium Owner of

insurance proceeds or condemnation awards for losses to or a taking of Units, Condominium Common Area and/or Common Area.

ARTICLE 16

LIMITATIONS UPON THE RIGHT TO PARTITION AND SEVERANCE

Section 16.1 No Partition. The right of partition is hereby suspended, except that the right to partition shall revive and any part of the Property may be sold as a whole when the conditions for such action set forth in the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain" have been met; provided, however, notwithstanding the foregoing, any Owner of a Condominium may, upon the prior written approval of the First Beneficiary encumbering his Condominium, bring an action for partition by sale of the Condominium Building in which his Condominium is located, as provided in Section 1359 of the Civil code of the State of California or any similar statute then in effect upon the occurrence of any of the events therein provided. Provided, further, that if any Condominium shall be owned by two (2) or more co-tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

Section 16.2 No Severance. The elements of a Condominium and other rights appurtenant to the Ownership of a Condominium are inseparable, and each Owner agrees that he shall not, while this Declaration or any similar declaration is in effect, make any conveyance of less than an entire Condominium and such appurtenances. Any conveyance made in contravention of this Section shall be void. The provisions of this Section shall terminate on the date that judicial partition shall be decreed.

Section 16.3 Proceeds of Partition Sale.

(a) Whenever an action is brought for the partition by sale of any part of the Property, whether upon the occurrence of any of the events provided in Section 1359 of the Civil Code of the State of California (or similar statute then in effect) or upon the revival of the right to partition pursuant to the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain", a portion of the proceeds of such sale shall be allocated to each separate interest subject to such partition in accordance with an appraisal conducted by a qualified real estate appraiser hired by the Board at the expense of the Association (such appraisal to be treated by the Association as a Condominium Common Expense). Such allocation shall be final and binding upon the Association, all Owners and beneficiaries.

(b) The distribution of the proceeds of any such partition sale shall be adjusted as necessary to reflect any prior distribution of insurance proceeds or condemnation award

as may have been made to Owners of separate interests and their beneficiaries pursuant to the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain". In the event of any such partition and sale, the liens and provisions of all deeds of trust or Assessment liens encumbering Condominiums within the Project so encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The Condominium Owner's share of such proceeds shall not be distributed to such Owner except upon the prior payment of any deed of trust or Assessment lien encumbering such proceeds as aforesaid.

Section 16.4 Power of Attorney. The Association is hereby granted an irrevocable Power of Attorney to sell a Condominium Building for the benefit of all the owners thereof when the partition of the owner's interest in said Condominium Building may be had pursuant to Section 16.1 above. The Power of Attorney herein granted may be exercised, upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3rds) of the interest in the Condominium Building, by any two members of the Board who are hereby authorized to record a Certificate of Exercise in the Office of the County Recorder, which Certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

ARTICLE 17

GENERAL PROVISIONS

Section 17.1 Duration. The covenants, conditions, restrictions, easements, reservations, provisions, liens and charges of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable as provided herein by the Association, or the Owner, including Declarant, of any Condominium subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and are imposed upon the real property within the Property as a servitude in favor of each and every separate interest therein as a dominant tenement, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, easements, reservations, provisions, liens and charges shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners of Condominiums, has been recorded with the County Recorder, agreeing to change said covenants, conditions and restrictions in whole or in part. In the event a Condominium is owned by more than one Owner, any one of the Co-Owners may sign such instrument in writing on the behalf of all Co-Owners.

Section 17.2 Amendment. Subject to the other provisions of this Declaration, including, without limitation, the

rights of First Beneficiaries and/or beneficiaries pursuant to the Article hereof entitled "Rights of Lenders", this Declaration may be amended only by an instrument in writing signed by not less than two-thirds (2/3) of each class of Members; provided that, if there is only one class of membership outstanding, any amendment shall be signed by not less than two-thirds (2/3) of the Members representing the total voting power of the Association and at least a majority of the Members other than Declarant. Any amendment must be properly recorded. In the event a Condominium is owned by more than one Owner, any one of the Co-Owners may sign such instrument in writing on behalf of all Co-Owners.

Section 17.3 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be in writing and shall be deemed to have been properly sent when delivered personally or mailed, postage prepaid, to the last known address of the person who appears as such a Member or Owner on the records of the Association at the time of such mailing. In the case of Co-Owners, any such notice may be delivered or sent to any one of the Co-Owners.

Section 17.4 Enforcement.

(a) The Association or the Owner of any Condominium, including the Declarant (so long as the Declarant is the Owner of any real property subject to this Declaration), shall have the right to enforce by proceedings at law or in equity all covenants, conditions, restrictions, easements, reservations, provisions, liens and charges now or hereafter imposed by this Declaration, the Articles and Bylaws, including, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, restrictions, easements, reservations, provisions, liens or charges to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Should any Owner fail to comply with the provisions of Article 8 and should any such failure continue for a period of thirty (30) days following written notice of such failure from the Association to the Owner, the Association shall have the right but not the duty to correct any such non-compliance, and the cost thereof shall be borne by any such Owner, provided, however, that such cost shall not be characterized nor treated as a special assessment which may become a lien against the Owner's Unit. No one or more failure or refusal by the Association to accomplish such compliance which an Owner shall have failed to perform shall be deemed a waiver of the right and the Association to correct said noncompliance at a later time as to the same or different noncompliance.

(c) The result of every action or omission whereby any covenant, condition, restriction, easement, reservation, provision, lien or charge herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Association or any Owner, including the Declarant, subject to these restrictions.

(d) In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, conditions, restrictions, easements, reservations, liens or charges or any provisions hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

(e) Failure by the Declarant, the Association, or by any Owner to enforce any covenant, condition, restriction, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of any breach or violation or a waiver of the right to so thereafter.

(f) Nothing contained herein shall be deemed to require the Declarant to enforce any covenant, condition, restriction, easement, reservation, lien, charge or provision hereof.

Section 17.5 Severability. Invalidation of any one or more of these covenants, conditions, restrictions, easements, reservations, provisions, liens or charges by judgment or court order shall not in any way affect any other provisions, which shall remain in full force and effect. The Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration.

Section 17.6 Headings, References and Exhibits. The Article and Section headings contained in this Declaration are for purposes of reference and convenience only and shall not limit or otherwise affect the meaning hereof. Unless otherwise indicated, all of the Article and Section references contained in this Declaration are references to Articles and Sections hereof. All of the exhibits attached hereto are incorporated herein by this reference.

Section 17.7 Number and Gender. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine, feminine and neuter genders shall be deemed to include the other or others.

Section 17.8 Construction. The provisions of this Declaration shall be liberally construed to effectuate this Declaration's purpose of creating a uniform plan for the development of a residential community with private social and recreational areas and for the maintenance of such areas.

Section 17.9 Phased Development. It is the intention of the Declarant to develop the Property into a single inter-related and interdependent residential community in which the rights of all residents will be determined in substantially the same manner. The Declarant contemplates that it will develop the Property and construct the Condominium Buildings within the Project in several phases and add each phase to Phase 1 in accordance with the Phasing Plan set forth in Exhibit B attached hereto. Although the Declarant contemplates the annexation and development of the Condominium Buildings for such additional phases, it shall in no way be obligated to do so.

Section 17.10 Construction by Declarant. Nothing in this Declaration shall limit the right of the Declarant to commence and complete construction of improvements to the Property (including, without limitation, constructing, maintaining and/or using temporary improvements during the course of such construction) or to alter the foregoing or the Condominium Buildings being constructed, as the Declarant deems advisable prior to the completion and sale of a Unit within such Buildings for a phase of development. The Declarant may use any part of Condominium Buildings within the Property owned by it for models, with incidental parking and any other uses for which the Declarant may use the Condominiums or Common Area as provided in this Section 17.10. The Declarant shall have the right and an easement to enter upon, use and enjoy and designate and permit others (including, without limitation, Declarant's agents, employees, representatives, contractors and prospective purchasers) to enter upon, use and enjoy the Common Area for any purpose in connection with or incidental to (a) the construction, development, sale, lease or other transfer of property within the Property (including, without limitation, the erection, construction and maintenance of displays, sales offices and incidental parking, exhibits, signs and other structures), (b) the management, operation or maintenance of the Property, and/or (c) the exercise of any rights or powers hereunder to the Declarant; provided, however, that the exercise of such right and easement shall not unreasonably interfere with the reasonable use and enjoyment of the Common Area by the Members entitled to such use. The Declarant reserves the right to alter its construction and development plans and designs as it deems appropriate, provided that such alteration does not deviate from the general plan for development of the Property set forth in the Condominium Plan. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Unit in Phase 1 by a purchaser from the Declarant to

establish on any Common Area, Recreation Area, Street Area or Condominium Common Area additional easements, licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be necessary or appropriate to the proper development and disposal of the Property. To the extent necessary, Declarant shall be deemed the agent of the Association and the Owners for the limited purpose of recording notices of completion on Common Area to the extent the improvements are complete subsequent to the transfer of said Common Area.

Section 17.11 Nonliability of Officials. To the fullest extent permitted by law, neither the Board, any committees of the Association nor any member thereof shall be liable to any Member or Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committee, or member reasonably believed to be the scope of their duties.

Section 17.12 Obligation of Owners and Members. The terms and provisions set forth in this Declaration are binding upon all Owners of all Condominiums, including Declarant with respect to the structures to be added to the Project pursuant to Article 2 hereof, the Association and all Members. In addition, both the Member and the Condominium owned shall be subject to the terms and provisions of the Articles and Bylaws as the same may be amended from time to time.

Section 17.13 Leases of Condominiums. Any Owner who shall lease his Condominium to any person or entity shall be responsible for assuring compliance by any such person or entity with all of the covenants, conditions, restrictions, easements, reservations, provisions, liens and charges of this Declaration. Any lease agreement between an Owner and a lessee must provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing. No Unit shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever, if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, laundry, linen or bellboy service.

Section 17.14 Mergers and Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of

another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may, subject to the terms and provisions of this Declaration, administer the covenants, conditions, restrictions, easements, reservations, provisions, liens and charges established by this Declaration with respect to the Property together with the covenants, conditions, restrictions, easements, reservations, provisions, liens and charges established by this Declaration with respect to the Property together with the covenants, conditions, restrictions, easements, reservations, provisions, liens and charges established upon any other property, as one general plan and scheme or in such other plan of administration as the surviving or consolidated corporation deems reasonable.

Section 17.15 Assignment of Rights and/or Duties.

Any or all of the rights and/or duties, if any, of the Declarant herein may be assigned or delegated, respectively, to any other person or entity and upon any such assignment or delegation any such person or entity shall, to the extent of such assignment or delegation, have the same rights and/or duties as are given to and/or assumed by the Declarant herein, and, thereupon, the Declarant shall be relieved of the performance of any further duty, if any, hereunder.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument this 12th day of October, 1990.

THE ROBERTS GROUP VII, INC., a
California corporation

By [Signature] President

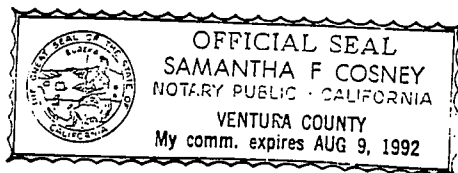
By [Signature] Secretary

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On October 12, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Levanstein and Hamilton G. Smith known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President and Secretary, respectively, of The Roberts Group VII, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation

executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Samantha F. Cosney

Notary Public

EXHIBIT A

PHASE I

Project

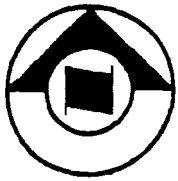
Lots 35 and 36 of Tract 4153 in the City of Simi Valley, County of Ventura, State of California, as per map recorded in Book 115, Pages 45 through 62 of Miscellaneous Records (Maps) and Lot Line Adjustment recorded on _____
October 1, 1990 as Document No. 90- 144599
of Official Records, each in the Office of the County Recorder of Ventura County, and Condominium Buildings 1 through 4, inclusive, as per the Condominium Plan recorded therefor.

EXHIBIT B

The Phasing Plan contemplated for development and construction of Condominium Buildings and Units within the Project, as per the Tract Map therefor, is as follows:

<u>Lots</u>	<u>Phase</u>	<u>Buildings</u>	<u>Units</u>
35 and 36	1	1-4	1A-1D, 2A-2C, 3A-3D, 4A-4D
36	2	5-8	5A-5C, 6A-6D, 7A-7D, 8A-8D
36	3	9-12	9A-9D, 10A-10C, 11A-11F, 12A-12C
33	4	13-16	13A-13D, 14A-14D, 15A-15C, 16A-16C
33	5	17-21	17A-17C, 18A-18D, 19A-19C, 20A-20C, 21A-21D
34	6	22-26	22A-22C, 23A-23D, 24A-24D, 25A-25D, 26A-26C

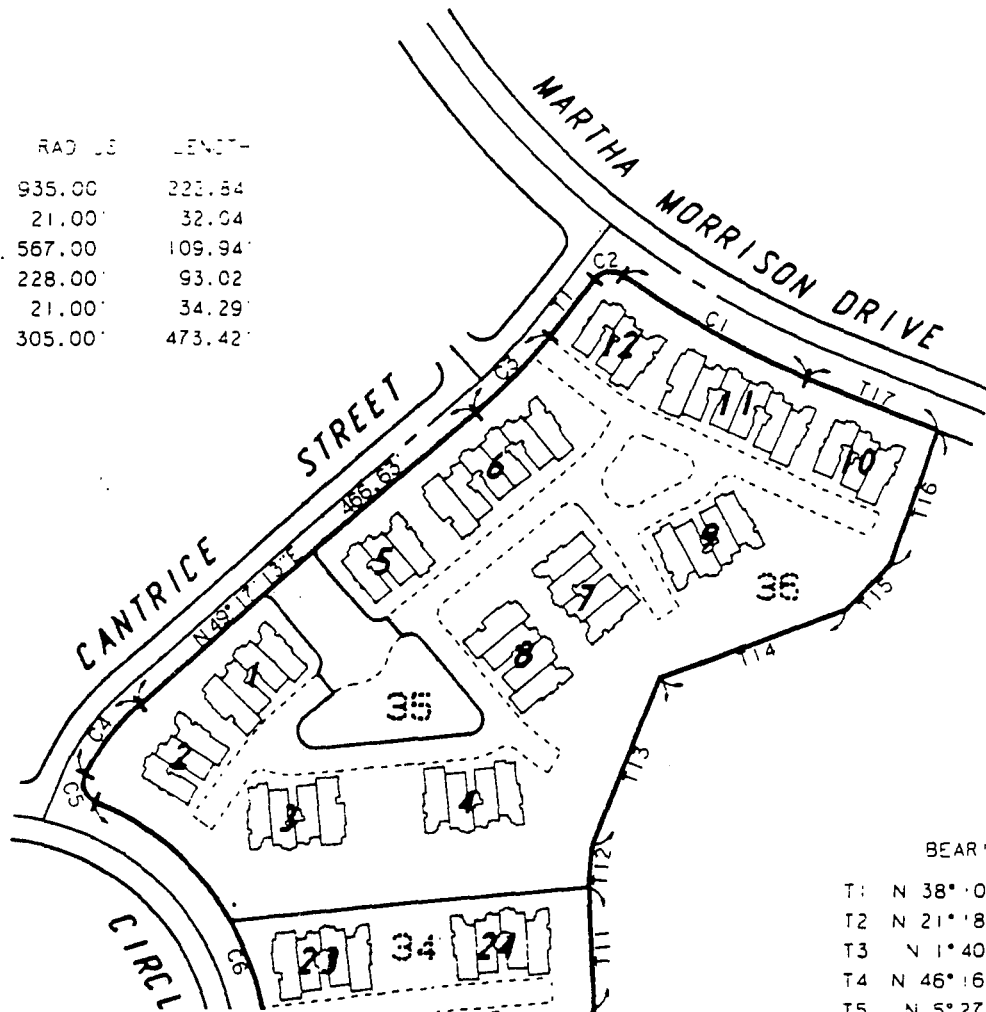
(See attached plat describing the location of the respective Condominium Buildings within Lots 33 through 36 of Tract No. 4153.)



LOTS 33 TO 36 INCLUSIVE, OF TRACT NO 4153.
115 M.R. 45 TO 62

BOUNDARY MAP

	DELTA	RADIUS	LENGTH
C	13°39'20"	935.00	223.84
C2	87°25'19"	21.00	32.04
C3	11°06'35"	567.00	109.94
C4	23°22'32"	228.00	93.02
C5	93°32'39"	21.00	34.29
C6	88°56'02"	305.00	473.42



	BEARING	DISTANCE
T1	N 38°0'37"E	75.83'
T2	N 21°18'04"E	118.53
T3	N 1°40'23"E	80.00
T4	N 46°16'24"E	50.68
T5	N 5°27'48"W	84.24'