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THIRD RESTATED DECLARATION

of

COVENANTS, CONDITIONS AND RESTRICTIONS

of

**CHAMPAGNE VILLAGE
PROPERTY OWNERS ASSOCIATION**

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**THIRD RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CHAMPAGNE VILLAGE PROPERTY OWNERS ASSOCIATION**

PREAMBLE

The Declaration of Covenants, Conditions, and Restrictions for CHAMPAGNE VILLAGE PROPERTY OWNERS ASSOCIATION ("Association" as hereafter defined) executed by Teleklew Productions, Inc. ("Declarant"), and recorded on November 26, 1986, as Document No. 86-551162, of the Official Records of San Diego County, California and all subsequent amendments thereto recorded prior to the date hereof ("Original Declaration"), which affects all of the Properties hereafter described and commonly known as CHAMPAGNE VILLAGE POA is hereby amended and restated in its entirety to read as follows:

RECITALS

A. Declarant was the original owner of that certain real property ("Properties") located in the County of San Diego, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens, and charges as set forth in the Original Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Properties and all of which shall run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns and shall be to the benefit of each Owner thereof.

C. It was the further intention of the Declarant to sell and convey residential condominiums, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitude's between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the Properties in furtherance of a plan of condominium ownership as described in Civil Code Section 4125.

Finally, it was the intention of Declarant that the "Common Areas" be maintained by the Association as provided herein, but reserved exclusively for the use and enjoyment of the Members of the Association, their tenants, lessees, guests and invitees, (except where Common Area is located directly under or above a Unit) all subject to the terms and conditions of the Governing Documents.

D. There currently exists upon the Properties a condominium project Common Interest Development ("Project" as hereafter defined) subject to the provisions of the Davis-Stirling

Common Interest Development Act (as set out in Civil Code Sections 4000-6150, (“Act”).).

E. Prior to the date shown hereunder, a majority of the total voting power of the Association voted as required by law to amend and restate the Second Restated Declaration of Covenants, Conditions, and Restrictions, recorded on December 7, 1998 as Document # 1998-0792637 (“Second Restated Declaration”), all in accordance with the procedures for amendment set forth in the Second Restated Declaration. It was the intention of said Association Members to replace the Second Restated Declaration, in its entirety, with the recordation of this Declaration. The Members’ action to amend and restate the Second Restated Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Second Restated Declaration was achieved, is attested by the execution of this Third Restated Declaration by duly authorized officers of the Association, as required by Civil Code Section 4270. As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1.01 "Architectural Review Committee" or "ARC" shall mean any committee appointed by the Board of Directors to undertake the committee functions as provided in Article 8 hereof.

Section 1.02 "Articles" shall mean and refer to the Articles of Incorporation of Champagne Village Property Owners Association as amended from time to time.

Section 1.03 "Assessment" shall mean those charges levied by the Board pursuant to the provisions of the Governing Documents for regular Assessments, special Assessments and individual Assessments as more particularly described in Article 4.

Section 1.04 "Association" shall mean the Champagne Village Property Owners Association, a non-profit mutual benefit corporation, incorporated under the laws' of the State of California for the purpose of managing the Project. Each Owner shall become a Member of the Association contemporaneously with the acquisition of a Condominium by that Owner, without further documentation of any kind.

Section 1.05 "Association Property" shall mean all real property and Improvements thereon, owned in fee, by easement or leased from time to time by the Association for the common use and enjoyment of the Owners. The Association Property shall include, without limitation, the easement for the benefit and use of the Owners for ingress and egress to the Project but shall specifically not include Condominiums that may be owned by the Association for sale or lease to the public.

Section 1.06 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

Section 1.07 "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 1.08 "Common Area" shall mean the entire Project excepting all Units as such term is more particularly described in the Condominium Plan.

Section 1.09 "Condominium" shall mean a condominium as defined in Civil Code Sections 783 and 4125, consisting of an undivided interest as a tenant in common in the Common Area of the Project, coupled with a separate interest in space called a Unit, the boundaries of which are described in the Condominium Plan. In the event of any conflict between this description and the Condominium Plan, the Plan shall conclusively control. The ownership of each Condominium shall include the ownership of a Unit and of a 1/457th undivided interest in the Common Area as tenant in common and membership in the Association.

Section 1.10 "Condominium Plan" shall mean and refer to the recorded plan of the Units on the Project which identifies each Unit and shows its dimensions pursuant to Civil Code Section 4285, recorded November 26, 1986 at file page 86-551162 of the San Diego County Recorder's Office.

Section 1.11 "Governing Documents" shall mean this Declaration, and any other documents, such as Bylaws, Rules and Articles of Incorporation which govern the operation of the Association.

Section 1.12 "Declarant" means the original developer of the Properties, namely Teleklew Productions, Inc. and its successors, Champagne Village Associates.

Section 1.13 "Declaration" means this Third Restated Declaration. The "Original Declaration" means and refers to the documents referenced in the Preamble.

Section 1.14 "Eligible Mortgagee" shall mean a First Mortgage or Secondary Insurer who has provided to the Board a written request to receive notification of certain matters or information as provided in Article 12.

Section 1.15 "First Mortgagee" shall mean a Person, holding a recorded First Mortgage on any Condominium.

Section 1.16 "First Mortgage" shall mean and refer to a Mortgage which has priority over all other Mortgages or Deeds of Trust encumbering a Condominium.

Section 1.17 "Improvement" shall mean any building or structure of any kind, and any fixture, fitting or utilitarian or decorative finish, or any addition, component part or appurtenance thereto of any type and any landscaping, including, but not limited to, any Residence, outbuildings, sheds, walls, decks, fences, paving, air conditioning or heating equipment, tanks, storage containers, skylights, solar equipment, spas, ponds, antennas, satellite dishes, irrigation, trees, shrubs and other plants and vegetation, planters and utility lines, pipes, conduits or equipment.

Section 1.18 "Member" shall mean and refer to a Person entitled to Membership in the Association as provided herein.

Section 1.19 "Mortgage" shall include a deed of trust as well as a Mortgage.

Section 1.20 "Mortgagee" shall include a beneficiary or a holder of a deed of trust as well as a Mortgagee.

Section 1.21 "Mortgagor" shall include the trustor of a deed of trust as well as a mortgagor.

Section 1.22 "Owner" or "Owners" shall mean and refer to the record holder or holders of title, if more than one, of a Condominium in the Project. This shall include any Person

having a fee simple title to any Condominium, including contract sellers, but shall exclude Persons having any interest merely as security for the performance of an obligation. The term "Owner" or "Owners", shall include the Association if they own any Condominiums.

Section 1.23 “Owner Responsible Party” shall mean any one or more Persons who is an Owner’s family member, guest, employee, tenant, contract purchaser, agent or invitee and any other Person or living thing (including an animal or pet) having or deriving a right through the Owner to enter, occupy and/or use any part of the Project.

Section 1.24 "Person" shall mean a natural person, a corporation, a partnership, a LLC, a trustee or any legal entity.

Section 1.25 "Project" shall mean and refer to the condominium project comprising of the entirety of the Properties and all Improvements thereon.

Section 1.26 “Residence” shall mean the structure or building (including a manufactured or mobilehome) used, designed or intended for human habitation which is located or to be located within a Unit.

Section 1.27 “Recordation Date” shall mean the date when this Declaration is recorded with the San Diego County Recorder.

Section 1.28 “Rules” shall mean rules, regulations or policies adopted by the Board from time to time regulating the management, operation or governance of the Project and all activities within the Project and the conduct of the business and affairs of the Association.

Section 1.29 "Unit" shall mean and refer to the separate interest in space as defined in Civil Code Section 4125(b), within the Project with the upper and lower horizontal boundaries and the number, letter or other designations of a Unit as is shown on the Condominium Plan.

Section 1.30 “Utility” or “Utilities” means all gas, water and waste pipes, sewers, ducts, chutes, conduits, electric, telephone and media wires and other utility installations, components and Improvements of any nature located anywhere within the Project which directly provide utility services to the Units and/or Common Area. **“Common Utility or Utilities”** means any component part or parts of any Utility which serve two or more Residences. **“Exclusive Utility or Utilities”** means any component part or parts of any Utility which exclusively serve a single Residence.

ARTICLE II PROPERTY AND EASEMENT RIGHTS

Section 2.01 Property Subject to Declaration.

The Project is subject to this Declaration. The Project has within its boundaries various Units and Common Area, as shown and described on the Condominium Plan. Each Condominium within the Project consists of a fee simple interest in and to a particular Unit, together with an undivided 1/457th interest as a tenant in common in and to the Common Area.

Section 2.02 Elements of Condominium.

Ownership of each Condominium within the Project shall include a Unit; an undivided interest in the Common Area; a membership in the Association; and any exclusive or nonexclusive easement or easements appurtenant to such Condominium over the Common Area as described in this Declaration, the Condominium Plan and the deed to the Condominium. No Owner may sell, assign, lease or convey his interest in the Common Area separate and apart from his Unit.

Section 2.03 Right of Entry by Association.

For the purpose of performing the maintenance, repair and/or replacement of the Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association's agents or employees shall have the right to enter any Unit or upon any portion of the Common Area. Representatives of the Association will not indiscriminately enter into Residences. For other than emergency repairs, the Association's agents or employees shall have the right to enter any Unit or any portion of the Common Area directly under or above a Unit to effect repairs, improvements, replacements or maintenance which the Association, after approval by a majority vote of the Board, reasonably deems necessary. Such entry shall be made with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association. Further, such entry for other than emergency repairs shall be made only after not less than three (3) days' notice has been given to the Owner. The Association shall have the right to enter any other part of Common Area other than those areas directly under or above a Unit at any time without notice.

Section 2.04 Nonexclusive Easements.

Each Member shall have a nonexclusive easement for use and enjoyment of the Common Area and for ingress, egress, and support over and through the Common Area. These easements shall be appurtenant to, and shall pass with the title to, each Condominium and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to the right of the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

Section 2.05 Partition Prohibited.

The Common Areas shall remain undivided as set forth above. Except as provided by Civil Code Section 4610, or authorized under this Declaration, no owner shall bring any action for partition of the Common Area. Judicial partition by sale of a single Condominium owned by two (2) or more persons and division of the sale proceeds is not prohibited hereby, but

partition of title to a single Condominium is prohibited.

Section 2.06 Encroachment Easements.

Each Owner of a Unit is hereby declared to have an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair, settlement or shifting of Improvements, or any other similar cause. There shall be easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful misconduct of said Owner.

Section 2.07 Utility Easements.

The rights and duties of the Owners with respect to Utilities shall be as follows:

(a) Whenever any Utilities are located in or upon Units owned by other than the Owner of a Unit served by said Utilities, the Owners of any Unit served by such Utilities shall have the right of reasonable access for themselves or for utility companies to repair, replace and generally maintain said Utilities as and when necessary.

(b) The Owner of each Unit served by Common Utilities shall be entitled to the full use and enjoyment of such portions of said Common Utilities as service his Unit.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of any Utilities, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration by the Association, and the decision of the Board shall be final and conclusive on the parties.

Section 2.08 Easements for Utilities and Maintenance.

Easements over and under the Project for the installation, repair and maintenance of Common Utilities and as may be hereafter required or needed to service the Project are hereby reserved in favor of the Association.

Section 2.09 Association Easements.

There are hereby reserved in favor of Association easements over and under the Project to permit the Association to discharge its obligations, and to exercise its rights under the Governing Documents.

Section 2.10 Delegation of Use.

Any Owner may delegate, in accordance with the provisions herein as may be modified by other Governing Documents, his rights of enjoyment to the Common Area to any Person, provided that only persons who actually occupy a Unit, and their bona fide social guests, may use and enjoy any recreational or social facilities within the Project. An Owner who has sold his Condominium to a contract purchaser or who has rented his Unit shall be deemed to have delegated his rights to use and enjoy the Common Area to such contract purchaser or tenant. An Owner shall not be entitled to use and enjoy the Common Area for so long as the delegations

remains effective except to the extent reasonably necessary for the Owner to obtain access to the Unit or otherwise reasonably protect the Owner's interest in the Condominium. The rights of a contract purchaser or tenant shall be subject to the same restrictions, covenants and regulations set out in the Governing Documents as are applicable to Owners. The right of any delegate to use Common Area will derive solely from the Owner's rights as provided herein and any suspension of any Owner's rights will also suspend the equivalent rights of any delegate. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of assessments or performance of the covenants, conditions and restrictions contained in this Declaration.

Section 2.11 Cooperative Maintenance Obligations.

To the extent necessary or desirable to accomplish the Association's maintenance or other obligations hereunder, Owners shall cooperate with the Association and its agents and maintenance personnel in the undertaking and completion of its work.

**ARTICLE III
ASSOCIATION, ADMINISTRATION,
MEMBERSHIP AND VOTING RIGHTS**

Section 3.01 Association to Manage Common Areas.

The management and administration of the Common Area and Project shall be vested in the Association and conducted in accordance with its Governing Documents.

Section 3.02 Membership.

The Owner of a Condominium shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with the Governing Documents.

Section 3.03 Transfer.

The Association membership held by any Owner shall not be transferred, pledged or alienated in any way except upon the sale of an ownership interest and then only to the purchaser. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner should fail or refuse to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record the transfer upon the books of the Association.

Section 3.04 Voting Rights.

The Association shall have one class of membership. When more than one person holds an interest in any Condominium, all such persons shall be Members. Each Condominium is entitled to one vote. The vote for such Condominium shall be exercised as the Owners of interest therein decide, but in no event shall more than one vote be cast with respect to any Condominium.

Section 3.05 Joint Owner Disputes.

The vote for each Condominium may be cast only as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Condominium, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Condominium. In the event more than one vote is cast for a particular Condominium, none of said votes shall be counted and all of said votes shall be deemed void.

ARTICLE IV ASSESSMENTS

Section 4.01 Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments, (2) special assessments and (3) individual assessments (as more fully described herein); such assessments to be established and collected as hereinafter provided. The regular, special and individual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the separate interest against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. No Member or Owner may exempt himself from liability for the payment of assessments by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

Section 4.02 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the economic interest, recreation, health, safety, and welfare of all the residents in the Project and for the improvement and maintenance of the Common Area and those other portions of the Project for which the Association is responsible and for the common good of the Project.

Section 4.03 Annual Assessment.

The Board of Directors shall annually determine and fix the amount of the regular assessment against each Unit in accordance with the procedures described below.

Section 4.03.01 Limits for Increases of Annual and Special Assessments.

The Board of Directors of the Association may not without the vote of a majority of the voting power of the Association, impose a regular assessment that is more than twenty percent (20%) greater than the regular assessment for the Association's preceding fiscal year or impose special assessments which in aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

This section does not limit assessment increases necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following:

- (1) An extraordinary expense required by an order of a court.
- (2) An extraordinary expense necessary to repair or maintain the Common Area for which the Association is responsible where a threat to personal safety is discovered.
- (3) An extraordinary expense necessary to repair or maintain the Common Area that could not have been reasonably foreseen by the Board in preparing and distributing the current year's annual budget report.

Section 4.03.02 Required Notice of Assessment Increases.

Whenever there is an increase in regular or special assessments of the Association, all Members shall be notified by individual delivery, not less than 30 nor more than 60 days prior to the increased assessment becoming due.

Section 4.04 Special Assessments for Improvements or Extraordinary Expenses; Reserves for Replacement.

Section 4.04.01 Right of Board to Levy Special Assessments.

Subject to the qualification set out above, the Board of Directors may levy, in any assessment year, one or more special assessments applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair or replacement of an Improvement upon the Common Area, including fixtures and personal property related thereto, or for extraordinary expenses incurred by the Association.

Section 4.04.02 Reserve Contributions and Accounts.

As part of the regular assessments for maintenance authorized above, the Board of Directors shall annually fix the amount to be contributed pro rata by each member to reserve funds for the purpose of defraying, in whole or in part, the cost or estimated cost of any reconstruction, maintenance, repair or replacement of improvements, including fixtures and personal property related thereto.

Such determination shall be made after consideration of the need for additional funds and the condition of existing Improvements. The Board shall maintain a separate account for those funds. Separate records shall be maintained for all monies deposited to the said account, which shall be designated as a Reserve Account.

Amounts received by the Association as assessments shall be held in one or more accounts. Deposits shall be made, and funds accounted for so that reserves for Improvements and for replacement, can be clearly separated from funds for operating expenses or repair and maintenance funds. Improvement and replacement funds shall be used solely for Improvements and replacements of those areas within the Project which the Association has the responsibility to maintain, repair and/or replace.

Section 4.05 Division of Assessments.

All regular and special assessments shall be charged to and divided among the Members equally. The Board shall fix the method of payment of assessments and shall be empowered to permit lump sum monthly or other periodic payments.

Section 4.06 Effect of Nonpayment of Assessments.

Regular and special assessments are delinquent fifteen (15) days after they become due. A late charge not exceeding ten percent (10%) of the delinquent assessment shall be imposed upon any delinquent payment. Interest on delinquent assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30)

days after the assessments become due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by state law.

Section 4.07 Transfer of Unit by Sale or Foreclosure.

Sale or transfer of any Unit shall not affect the assessment lien. However, the sale of any Condominium pursuant to mortgage foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Condominium from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.08 Enforcement; Remedies.

If any regular, special or individual assessment is delinquent, the Association may record a notice of delinquent assessment and establish a lien against the Condominium of the delinquent owner. Subject to Section 11.1, the assessment lien provided for herein shall be subordinate to the lien of any first mortgage upon any Condominium. The notice of delinquent assessment shall include all information that is required by Civil Code Section 5675.

An assessment lien may be enforced, subject to the limitations of Section 4.09 herein, in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Civil Code §2934(a). Any sale shall be conducted in accordance with the provisions of Civil Code Secs. 2924, 2924(b), 2924(c), 2924(f), 2924(g) and 2924(h) applicable to the exercise of powers of sale in mortgages or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay assessments.

The Association, acting on behalf of the Condominium Owners, shall have the power to bid for the Condominium at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 4.09 Individual Assessments.

In addition to the special assessments levied against all Owners in accordance with Section 4.04 above, the Board of Directors may impose individual assessments against an Owner in any of the circumstances described in subparagraphs (i) through (iv) below, provided that no individual assessments may be imposed against an Owner pursuant to this Section 4.09 until the Owner has been afforded the notice and hearing rights to which the Owner is entitled pursuant to Civil Code 5855. Subject to the foregoing, the acts and circumstances giving rise to liability for individual assessments include the following:

- (i) Damage to Common Area or Common Facilities. In the event that any damage to, or destruction of any portion of the Common Area, including any other portion of the Project which the Association is obligated to repair and maintain, is caused by the willful misconduct or negligent act or omission of any Owner, or any Owner Responsible Party, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against

such Owner as an individual assessment. The Association shall not be required to make a claim to its insurance carrier if such damage is caused by willful misconduct but may instead recover the entire cost of repair or replacement from the Owner and/or other responsible parties.

- (ii) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses, to accomplish (a) the payment of delinquent assessments, (b) any repair, maintenance or replacement to any portion of the Project that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion, or (c) to otherwise bring the Owner and/or his Condominium into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as an individual assessment.
- (iii) Move-in/Move-out Charges. In addition to the regular assessments and special assessments levied on each Condominium, an assessment entitled a "move-in/move-out" charge may be assessed against each Condominium at the time escrow closes on the conveyance of title to such Condominium, if title is transferred, or as of the date a new tenant takes possession of the Unit, if the Unit is leased. The move-in/move-out charge shall be for the purpose of covering the reasonable and necessary expenses incurred by the Association as a result of the change of ownership or possession of the Condominium. The move-in/move-out charge shall be in an amount to be reasonably determined from time to time by the Board.
- (iv) Removal of Property from Common Area. In the event the Association incurs any cost or expenses for removal or storage of property left upon the Common Areas by an Owner or any Owner Responsible Party, said costs may be recovered by an individual assessment against the Owner.

Section 4.09.01 Levy of Individual Assessment and Payment.

Once an individual assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in Section 4.09, such individual assessment shall be recorded on the Owner's account, notice thereof shall be mailed to the affected Owner and the individual assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the assessment.

Section 4.09.02 Limitation on Right to Lien for Individual Assessments.

Once an individual assessment or monetary penalty has been imposed by the Association's Board of Directors pursuant to Section 4.09, such fines, penalties or charges

shall constitute a lien on the Unit except that such lien shall not be enforceable by sale of the interest in the Unit in accordance with the provisions of Section 2924, 2924(c) and 2924(f) of the Civil Code or through judicial foreclosure. Amounts assessed for the individual assessment are the personal obligation of the Owner of the Unit and may be collected by legal action. The provisions of this section do not apply to the Association's efforts to recover reasonable penalties for delinquent assessments and/or charges to reimburse the Association for its reasonable costs (including attorney fees) of collecting delinquent regular or special assessments.

**ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION**

Section 5.01 General Powers and Authority.

The Association shall have all the powers of a nonprofit corporation under California law, subject only to the limitations in the Governing Documents. It may perform all acts which may be necessary for or incidental to the performance of the duties and powers specified in the Governing Documents. The Board shall at all times be responsible for the day to day operation and management of the affairs of the Association, and shall have the sole power and duty to perform and carry out the powers and duties of the Association, as set forth in the Governing Documents. Its powers shall include, but are not limited to, the following:

Section 5.01.1 Assessments.

The Association shall have the power to establish, fix, and levy assessments against the members in accordance with the procedures set out in this Declaration and subject to the limitations therein.

Section 5.01.02 Adoption of Rules.

The Association shall have the power to adopt reasonable Rules. Such Rules may include, but are not limited to, reasonable restrictions on use by the members and their guests, rules of conduct, and the setting of reasonable fees for the use of recreational facilities. The Board may provide in such Rules for reasonable rental and clean up charges to be made with respect to the use of any storage areas or facilities which may exist upon the Common Area, provided that such charge shall, in no way, impose liability upon the Board or any of its members for damage or loss to property so stored.

Section 5.01.03 Enforcement of Violations.

In addition to any other enforcement rights described in the Governing Documents or authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by the Governing Documents or by law, the Association may take any of the following actions against any Person whose act or failure to act violates the Governing Documents:

- (i) impose monetary penalties, including late charges and interest,
- (ii) suspend voting rights in the Association,
- (iii) suspend use privileges for the Common Area (provided that no suspension shall affect the right of a Member to access his Unit).

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. The enforcement of monetary penalties is subject to the restrictions described in Civil Code Section 5855.

Section 5.01.04 Delegation of Authority.

The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to such committees, officers, or employees as are allowed under the Governing Documents. The Board of Directors may contract for the assistance of a reputable property management agent to assist it and its officers in carrying out its duties.

Section 5.01.05 Easements.

The Association shall have the authority, if approved by a majority of the total voting power of the Association, to grant easements where necessary or desirable for Utilities over the Common Area to serve the Common Area and the Units.

Section 5.01.06 Acquisition and Disposition of Property.

The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association.

Section 5.01.07 Loans and Capital Expenditures.

The Association shall have the power to borrow money and to secure the same on Association assets and to make capital expenditures provided that any borrowing or capital expenditure in excess of ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year must be approved by a majority of the voting power of the Association. For the avoidance of doubt, monies expended or attributable to the amount it would cost to repair or replace any existing Improvement shall not be deemed to be a capital expenditure or part of any capital expenditure.

Section 5.01.08 Dedication.

The Association shall have the power to dedicate all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication shall be effective unless approved by a majority of the voting power of the Association.

Section 5.01.9 Contracts.

The Association shall have the power to contract for goods and/or services for the Common Area or for the Association, subject to limitations of the Governing Documents. With respect to each contract made by the Board for work and/or materials related to the maintenance, repair, rebuilding, or replacement of any Improvement situated upon the Common Area, in which the amount to be paid by the Board exceeds two and one half percent (2.5%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall secure at least three bids (written bids, where possible) from responsible contractors and shall enter into contracts which it reasonably anticipates will adequately protect the interests of the Association

Section 5.01.10 Expenditure of Reserve Funds.

The Board of Directors may only expend funds designated as reserve funds for the purpose of repair, restoration, replacement, or maintenance of; or litigation involving the repair,

restoration, replacement, or maintenance of major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

Section 5.01.11 Transfer of Reserve Funds.

The Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash flow requirements or other expenses in accordance with Civil Code Section 5515.

Section 5.01.12 Prosecution and Defense of Lawsuits.

The Board has the authority to prosecute or defend, in the name of the Association, any action affecting or relating to the Common Area or property owned by the Association, and any action in which all or substantially all of the Owners have an interest.

Section 5.01.13 Removal of Residence From Park.

In accordance with Civil Code Section 799.3, the Association shall not require the removal of a Residence consisting of a mobile home from the Association in the event of its sale to a third party.

Section 5.02 Duties of the Association.

In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Documents, the Association shall be responsible to undertake all duties as are required by this Declaration and the Act, and specifically to undertake the following:

Section 5.02.01 Assessments.

The Association shall fix, levy, collect, and enforce assessments.

Section 5.02.02 Payment of Expenses.

The Association shall pay or discharge all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes, liens or governmental charges levied or imposed against the property of the Association, or any Common Area provided that this shall be without prejudice to the right of the Association to recover the cost from any Member responsible for the same.

Section 5.02.03 Enforcement.

The Association shall enforce this Declaration as the Board shall deem to be in the best interests of the Association.

Section 5.02.04 Limitation on Board Authority.

Except with the approval of a majority of the voting power of the Association, the Board shall not take any of the following actions:

- (i) Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted

gross expenses of the Association for that fiscal year;

- (ii) Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a member for expenses incurred in carrying on the business of the Association; or
- (iii) Enter into a contract with a third person to furnish goods or services for the Common Area or the Association for a term longer than one year, with 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 the term does not exceed the shortest term for which the supplier will contract at the regulated rate;
 - (b) Prepaid casualty or liability insurance policies not to exceed three years duration and,
 - (c) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five years duration.
 - (d) Agreements for providing coin laundry washer and dryer equipment for use of the membership not to exceed five (5) years duration.
 - (e) Contracts or lease agreements for office equipment of not to exceed five (5) years.
 - (f) A contract for professional management provided that there is a maximum contract term of three (3) years with a provision for termination by either party (without payment of any fee, damages or penalty) for cause on not more than 30 days' notice and without cause on not more than 90 days' notice.

Section 5.03 Limitation on Liability of Officers and Directors.

No director, officer, committee member, employee, or other agent of the Association, shall be liable to any Owner or any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person if such person has acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association.

ARTICLE VI MAINTENANCE RESPONSIBILITIES

Section 6.01 Association Maintenance Responsibilities.

The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area. The Association shall maintain, repair, replace, restore, operate and manage all the Common Area and Association Property, together with easements which are not by law or agreement maintainable by other persons, in first-class condition and in a good state of repair.

The Association shall maintain, repair and replace the Common Utilities except those utility components maintained by public, private or municipal utility companies. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Units. The Association shall also be responsible for the maintenance, repair, upkeep and replacement of the existing Common Area propane gas supply system and the cathodic protection system serving the same, ("Common Propane System") including any part of the Common Propane System up to the outlet side swivel of the customer meter or the connection to an Owner's piping within a Unit, whichever is further downstream. The Association will carry out gas line and meter inspection for the Common Propane System and those individual Owners who obtain propane and use and/or benefit from the Common Propane System shall be responsible for (a) the cost of the inspection of that portion of the Common Propane System extending from the outlet side of the meter to their Residence; (b) the cost of the gas used by the Unit in accordance with the Unit gas meter; and (c) a monthly Association charge for meter reading and related administrative costs as determined by the Board.

Section 6.02 Interruption of Utility Service.

Pursuant to Civil Code §799.7, the Association shall provide, by posting notice on the Residence of all affected homeowners and residents, at least 72 hours written advance notice of an interruption in utility service of more than two hours for the maintenance, repair or replacement of Common Utilities over which the Association has control within the Common Area, provided that the interruption is not due to an emergency. The Association and its agents shall be liable only for actual damages sustained by a homeowner or resident for violation of this section. "Emergency", for purposes of this section, means the interruption of utility service resulting from an accident or act of nature, or cessation of service caused by other than the Association's regular or planned maintenance, repair or replacement of the Common Utilities.

Section 6.03 Owner Maintenance Responsibilities.

Each Unit, including landscaping and Improvements thereon or therein, and all Individual Utilities wherever located shall be maintained and kept in a clean, tidy and first-class condition and in a good state of repair by the Owner of that Unit to such standard as shall be determined by the Board of Directors.

Section 6.04 Recovery of Costs of Certain Repairs and Maintenance.

(a) In the event that the need for maintenance, repair or replacement, which would otherwise be the Association's responsibility hereunder is caused through the willful or negligent acts of an Owner, or Owner Responsible Party and is not covered or paid for by

Association insurance policies or any liability insurance maintained by the responsible Owner, the cost of such maintenance or repairs shall be subject to recovery by the Association through the imposition of an individual assessment.

(b) In the event that an Owner fails to perform any maintenance repair or replacement obligation for which he is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within 15 days after receipt thereof. If the Owner refuses or fails to perform any necessary maintenance, repair or replacement, the Association may exercise its rights under Article 2.03 to enter the Owner's Unit and perform the maintenance, repair or replacement so long as the Owner has been given notice and the opportunity for a hearing. The costs incurred by the Association shall be charged to the Owner as an individual assessment.

ARTICLE VII USE RESTRICTIONS

Each Owner of a Condominium shall be responsible for ensuring that any Owner Responsible Party complies with all provisions of the Governing Documents. In addition to any rights the Association may have against any Owner Responsible Party the Association may take action against the Owner as if the Owner committed the violation in conjunction with his Owner Responsible Party.

Section 7.01 Condominium Use.

Except as otherwise provided in this Declaration, and except for the Association, no Condominium shall be occupied and used for other than residential purposes by the Owners, their tenants and social guests. No trade or business shall be conducted in a Unit except that a Unit may be used as a combined residence and executive or professional office by the Owner thereof or his tenants who are then residing therein, to the extent permitted by applicable law, ordinances and current use permit, so long as such use does not interfere with the quiet enjoyment by other Owners. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time for residential purposes either temporarily or permanently.

Section 7.02 Restriction on Ownership.

To the extent not in conflict with law, no person, (other than the Association, a First Mortgagee who forecloses or takes a deed in lieu of foreclosure, or successors in interest, and/or assigns) shall be permitted to own more than two (2) Condominiums.

Section 7.03 Maximum Occupancy of Units.

No more than two (2) persons per bedroom in any Unit shall be permitted as permanent residents. In this subsection, "permanent" means occupying a Unit for more than ninety (90) days out of each twelve (12) month period.

Section 7.04 Leasing. An Owner is permitted to rent an Owner's Unit. However, any rental agreement shall be in writing and any tenant shall abide by and be subject to all terms and provisions of the Governing Documents and shall specify that failure to abide by such provisions shall be a default under the rental agreement. No Unit or any portion thereof shall be rented for less than a ninety (90) consecutive day period, provided always that if any court of competent jurisdiction finds that this provision is unenforceable against any Owner, (whether because that Owner acquired titled to the Unit prior to the Recordation Date or otherwise) such Owner is hereby, and shall at all times be, subject to the restrictive provision (as existed in the Second Restated Declaration) that no property shall be rented for less than a thirty (30) day period.

No Unit or any portion thereof shall be occupied, rented, or used for or in connection with any time-sharing agreement, plan, program, or arrangement, including without limitation, any so-called "vacation license", "travel club", "extended vacation", or other membership or time-interval ownership arrangement. The term "timesharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the Unit, or any portion thereof, r o t a t e s among various

Persons, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time of 25 consecutive calendar days or less.

Each Owner shall supply the Association with the names of any contract purchasers or tenants of such Owner's Unit. Each Owner, contract purchaser, or tenant also shall notify the Association of the names of all persons to whom such Owner, contract purchaser, or tenant has delegated any rights of use and enjoyment, the relationship that each such person bears to the Owner, contract purchaser, or tenant and with such other information or documentation pertaining to the delegate, contract purchaser or tenant as may be required by the Rules. All leases shall be in writing signed by the parties and an Owner must provide a complete copy of such lease to the Association within seven (7) days of the execution thereof or as otherwise provided by the Rules.

Any rental agreement or contract of sale entered between an Owner and a tenant or contract purchaser of a Unit shall require compliance by the tenant or contract purchaser with all the provisions contained in the Governing Documents which provisions shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of the Governing Documents to the same extent that such right of action exists against such Owner.

There shall be a twenty percent (20%) cap on the total number of rentals in the Project. Further, no Unit or any portion thereof shall be rented until one year has elapsed from the date that Unit was acquired by or became the property of the existing Owner.

Section 7.05 Nuisances.

No noxious, unreasonably offensive or unlawful activity shall be carried on, in or upon any Condominium, or any part of the Project, nor shall anything be done thereon which may be, or may become, an unreasonable annoyance or a nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective Condominium, or of any residents, as determined by the Board of Directors, or which shall in any way increase the rate of insurance on the Project. No Owner shall permit anything to be done or kept in any part of the Project which will result in the cancellation of insurance on the Project or any portion thereof as determined by the Board of Directors.

Section 7.06 Vehicle Restrictions.

Parking of golf carts, recreational vehicles, campers, boats, travel trailers, similar equipment, cars and all other vehicles will be permitted only in accordance with the Rules. No electric, water or other hookups will be permitted except as provided in the Rules.

Section 7.07 Signs.

No business sign or advertising may be displayed in the Project without the written permission of the Board of Directors, but this provision does not prohibit or restrict the display upon any Unit of a sign of customary and reasonable dimensions advertising a Condominium for sale or rent, or which may be displayed as permitted by Civil Code Section 4710, as regulated by

the Rules. The display of any vehicle or any other article for sale is not permitted.

Section 7.08 Animals.

No poultry or other animal except two (2) household pets may be kept on any Unit. Pets may not be raised, bred or kept for commercial purposes. Except as may otherwise be provided by the Rules, pets must be on a leash or in a secure, closed carrier or container at all times when within Common Area, except for dogs in the area designated as a dog park by the Board.

The Board may declare any pet a nuisance if said pet is unreasonably interfering with the use and enjoyment of a neighboring Owner's property. If any pet is declared a nuisance, the Board may then require its removal from the Project within 30 days. Prior to any determination by the Board that a pet is a nuisance, the Owner or resident shall be provided notice and an opportunity for a hearing before the Board of Directors.

Section 7.09 Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Unit, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, woodpiles or storage piles shall be maintained, and all trash shall be removed in accordance with the Rules.

Section 7.10 Antenna and Satellite Dishes.

No television, radio or data transmission poles, antenna, satellite dishes or other equipment may be installed or maintained within a Unit (other than completely within the interior of a Residence or other structure within a Unit for which structure architectural approval has been obtained) except as approved in writing by the Architectural Review Committee. Despite the foregoing, each Owner shall have the right to install and maintain a video or television antenna or satellite dish that has a diameter of diagonal measurement of 40 inches or less, as long as the proposed location and installation is in accordance with applicable provisions of the Rules, or if there are no such Rules, the Owner obtains the prior written approval of the ARC for such installation, which approval may contain any conditions that do not significantly increase the cost of the installation or significantly decrease its efficiency or performance. The restrictions imposed by this section shall be deemed to be modified to the minimum extent needed to conform to any existing or future governmental law or regulation which conflicts with any of the provisions of this section.

Section 7.11 Power Equipment and Car Maintenance.

The use of power equipment, operation of hobby areas and/or performance of motor vehicle maintenance shall only be permitted, in the Project in accordance with the Rules.

Section 7.12 Drainage.

The ground surfaces within any Unit or part of a Unit shall not be re-graded without the prior consent of the Architectural Review Committee. The Owner will be responsible for the drainage of his Unit. The Unit must not drain onto any other Unit, or to any Common Area except the street or except as presently existing. Residences, patios and carport areas must have

down-drain gutters extended to the street area or approved drainage devices to prevent erosion.

The Owner of a Unit shall permit free access by Owners of adjacent Units to slopes or drainage ways located on his Unit which affect said adjacent Unit, when such access is essential for the maintenance of permanent stabilization of said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Unit on which the slopes or drainage way is located.

The Owner of any Unit shall not, in any way, interfere with the established drainage pattern over his Unit from adjoining or other Units and he must make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Unit. For the purpose herein, "established drainage" is defined as the drainage in existence as of the date of recordation of the original Declaration.

Section 7.13 Number of and Placement of Residences.

Not more than one Residence shall be placed within each Unit. No Residence may be placed on any Unit until approved in writing by the ARC. A Residence must have complete sanitary facilities, including among others: a toilet, wash basin, tub or shower, kitchen sink and must be connected to sewage outlets in conformity with state and local health requirements. The minimum size of any Residence not in place on the date hereof shall be 24 feet wide, except those which replace a Residence of lesser width existing on the date hereof when the minimum width shall be no less than the width of the existing Residence.

Section 7.14 No Alteration of Common Area.

No Person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area. In addition, no Person shall remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area without express approval of the Association.

Section 7.15 All Electric Service.

All new or replacement Residences placed or sited within a Unit from the Recordation Date must be equipped with all electric service only (which service must be capable of handling a minimum of 200 amps). Upon a Residence being removed from a Unit, such Unit must promptly and permanently cap the existing gas line from the Common Propane System as close as physically possible to where the supply line to the Unit tees off from the underground horizontal main line forming part of the Common Propane System.

Section 7.16 Senior Citizen Project.

(a) *Age Restriction Occupancy.* Pursuant to Civil Code Section 799.5 the Project is intended to qualify as "housing for older persons" exempt from the age restriction prohibition in the Federal Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995 (the "Acts"). To meet the requirements of the Acts, at least 80 percent of the occupied Condominiums must be occupied by at least one natural person age 55 or older ("Senior Citizen"); and the Association shall:

- (i) Publish and adhere to policies and procedures that demonstrate an intent by the Association to provide housing for persons age 55 or older; and
- (ii) Adopt and implement procedures for the periodic verification of compliance with the age restrictions, including procedures for routinely determining the occupancy of each Unit, including the identification of whether at least one occupant is a Senior Citizen. The procedures shall provide for regular updates at least once every two years.

(b) *Applicable Law and Amendment Requirements.* The provisions in this section are intended to comply with the housing for older persons exemption under the Acts of 1988 and 1995 in effect as of the Recordation Date. In the event of any conflict between this section and applicable law regulating age restrictions in senior housing developments, the applicable law shall control. If the applicable law is subsequently modified or amended in any manner, this section shall automatically be considered modified and amended in a like manner as necessary to remain in compliance with the applicable laws.

Notwithstanding, and without prejudice to such automatic modification or amendment provisions, the Association, acting through the Board, shall have the power unilaterally to amend this section, without the necessity of the vote or consent of the Members or any other Person, to incorporate amendments to such Acts or the rules or regulations adopted thereunder so that this section continues to be consistent with such Acts.

- (i) Each Condominium shall have as a permanent resident(s) therein person(s) who are Senior Citizens; provided that the spouse of a Senior Citizen who occupies the Unit, which spouse is less than 55 years old may (1) occupy along with that Senior Citizen, and (2) continue to occupy a Condominium after the death of that Senior Citizen so long as the provisions of the Acts and the regulations adopted thereunder are not violated by such occupancy. For the purposes of this section, an occupant shall not be considered a “permanent resident” unless such occupant considers the Unit to be his legal residence and actually resides in the Unit for at least six (6) months during every calendar year.
- (ii) No Unit shall be occupied by any person under the age of 55 unless allowed under subsection (i) of this section, or is a person who may share a Unit as permitted by Civil Code Section 799.9. For the purposes of this section, a person shall be deemed an occupant of, or sharing, a Unit if he stays overnight in the Unit for more than twenty (20) consecutive days or for more than thirty (30) days in any twelve (12) consecutive month period.

(c) *Affect of Occupancy Requirements on Ownership.* This section shall in no way be deemed to restrict the ownership of any Condominium; provided, however, no Owner shall occupy a Unit unless and until he meets the age requirements contained herein. No Owner shall

transfer, sell, grant, assign, or convey any Condominium to any Person who intends to permit occupancy of the Unit by Persons who do not meet the requirements of this section. In the event of transfer of title to a Condominium by operation of law, any occupant must comply with the requirements of this section.

(d) *Giving Notice of Occupancy Change.* In the event of any change in occupancy of any Unit as a result of transfer, sale, gift, lease, sublease assignment, death, birth, marriage, separation, divorce or otherwise, the Owner of such Condominium shall immediately notify the Board of Directors in writing and provide to the Board the names and ages of all occupants of the Condominium and such other information as the Board may reasonably require. Failure to provide all required information in writing to the Board within 10 days of a change in occupancy shall subject the Owner of the Condominium to enforcement action, including but not limited to monetary penalties, regardless of whether the occupants continue to meet the age requirements contained in this section.

(e) *Exceptions to Senior Occupancy.* Any Owner may request in writing that the Board of Directors make an exception to the requirements of section (b) above with respect to his Condominium and, provided that after granting such exception the Project would comply with the legal requirements for senior citizen housing the Board may make such exception; however, the Board shall be under no obligation to make any such exception under any circumstances. Any request for an exception shall set forth the names and ages of all proposed occupants of a Unit, the reason an exception is being requested and such other information the Board may reasonably require.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

Section 8.01 Improvements in General; Establishment of Architectural Review Committee.

No Improvement to a Unit shall be made, sited, constructed, removed or altered to any Unit (except wholly within the interior of any building comprising of part of the Unit) until the plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation.

Section 8.02 Appointment of Architectural Review Committee.

The Board may appoint an Architectural Review Committee ("ARC") composed of not less than three nor more than five members. ARC members appointed shall be from the membership of the Association and the chairperson shall be a member of the Board. A majority of the ARC may designate a representative to act on its behalf. Members of the ARC shall serve for a term of one year. In the event of the death or resignation of any member of the ARC, a successor shall be appointed by the Board. Neither the members of the ARC nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. In the event the Board has not appointed an the ARC, the Board shall fulfill the duties of the ARC until such time as members are appointed to it in accordance with this paragraph. The Board of Directors shall have the right to remove any member from the ARC prior to his term expiring.

Section 8.03 Submission of Plans; Action by ARC.

Any application to the ARC for approval shall include complete plans and specifications for the proposed Improvement ("Application") and shall be submitted to the ARC by personal delivery or certified mail, return receipt requested, to the chairman of the ARC at such address as the Association shall require. An Application may only be submitted by an Owner. In the event the ARC fails to approve or disapprove the Application within thirty (30) days after receipt of the Application by the ARC, the Owner requesting such approval may submit a written notice to the Board by personal delivery or certified mail, return receipt requested, advising them of the ARC's failure to so approval or disapprove. If the ARC still fails to approve or disapprove the Application with in thirty (30) days after receipt by the Board of the said notice, the Application shall be deemed to have been approved provided that it is otherwise in conformance with all applicable provisions of the Governing Documents.

Approval by the ARC may contain any conditions as the ARC deems appropriate, including any conditions deemed reasonable or necessary to protect the Association or residents from actual or potential adverse financial or physical consequences arising from, or which may arise from any Improvement. Such conditions may also include requirements for modification of particular aspects of the Owner's plan and/or specifications.

The ARC shall be entitled to require that the applicant provide such further information and documentation as the ARC considers it needs to reasonably assess and determine the Application. An Application shall not be considered to be complete, nor will the time limits herein begin to run, until all information and documentation requested by the ARC at any time within 45 days of the receipt of the Application or any supplemental information or documentation has been provided by the applicant Owner.

Section 8.04 Required Improvements Upon Residence Placement.

Upon the future placement of any Residence on any Unit, the Owner shall, within three months of such placement: (i) have exterior Improvements including, but not limited to, skirting approved by the ARC and installed; and (ii) have landscaping approved by the ARC and completed.

Within each Unit there shall exist front, side and rear setback lines which are in conformance with the ordinances of the County of San Diego, or which exist, at the Recordation Date. No Residence shall be placed on or maintained within such setback areas. No Improvements shall extend into any Common Area.

Section 8.05 Appeals.

In the event that that ARC is comprised of members other than the entire Board of Directors, and the ARC denies an Application, or approves the same subject to conditions which are not satisfactory to the Owner, such Owner may file an appeal in writing with the Board within 30 days of the date of the ARC’s decision. The Board shall consider the Application de novo (completely afresh) and shall be entitled to require such further information or documentation from the applicant and to make its decision subject to such conditions as the Board in its sole discretion considers appropriate without being bound in any way by any decision or prior acts or omissions of the ARC. The decisions of the Board shall be final in all respects.

ARTICLE IX INSURANCE

Section 9.01 Insurance Coverage.

The Association shall obtain and maintain the following insurance:

(1) A casualty policy insuring the full replacement value of the Common Area Improvements including building ordinance endorsement, if available, and any other riders deemed by the Board to be appropriate;

(2) A comprehensive public liability insurance policy insuring the Association, its agents, and the Owners and Owner Responsible Parties to the extent readily available against any liability incident to the ownership or use of the Common Area or any Association Property.;

(3) Worker's compensation insurance to the extent required by law;

(4) Officers and directors liability insurance;

(5) Appropriate fidelity bond coverage to protect against dishonest acts by the Association's officers, directors, employees, trustees, and all others who are responsible for handling funds of the Association as determined by the Board; and,

(6) Such other insurance as the Board in its discretion considers necessary or advisable.

The amount, terms, and coverage of any policy required hereunder (including the type of endorsements, the amount of the deductible, the named insureds, the loss payees, standard mortgage clauses, and notices of changes or cancellations) shall be no less than that which is customary for similar policies on similar projects in the area, except that the Board will make every effort to obtain the minimum coverage's set forth in Civil Code §5805 for the protection of the individual owners from being named in the lawsuits in regard to actions arising out of injuries occurring on the Common Area.

Section 9.02 Insurance Trustee.

Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the owners in any proceeding, negotiation, settlement, or agreements.

Section 9.03 Waiver of Subrogation.

Any insurance maintained by the Association shall contain a waiver of subrogation as to the Association and its officers, directors, and members, the owners and occupants of the condominiums and mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The Association shall periodically (and not less than once every three (3) years) review all insurance policies

maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly.

All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors, and members, of the owners and occupants of the condominiums and of mortgagees.

Section 9.04 Rights and Duties of Owner to Insure.

It is the express obligation of each of the Owners of such Units to purchase such fire, casualty and liability insurance as he may deem advisable for his own account and at his own expense, to cover improvements within his Unit not insured by the Association except that the carrying of any insurance individually by any Owner shall not relieve him of the obligation to pay such portion of regular assessments as may be made, from time to time, for the purpose of paying premiums or other charges on all insurance carried or contracted for by the Board, for the benefit of the entire Project.

Section 9.05 Loss Caused by Owner.

In the event a loss originates from an Owner(s) Unit(s) or as a result the fault of an Owner or Owner Responsible Party fault, the deductible shall be paid by the applicable Owner(s).

Section 9.06 Additional Insurance.

If any additional insurance is required due to extra hazardous use made of any Unit or because of Improvements to any Unit installed by its Owner, which increases the premiums for the required amount of coverage, the costs thereof shall be assessed to the Owner of such Unit as an individual special assessment.

Section 9.07 Insurance Not Available.

In the event that any insurance policy or any endorsement thereof as required in this Article is not available for any reason, then the Association shall, subject as herein provided, use reasonable endeavors to obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage herein described. The Association, and its Directors and Officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, the Association does not obtain any insurance or endorsement required herein, because (a) it is no longer readily available or (b) although available, can only be obtained at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or (c) the Association Members fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board shall promptly notify each Member and any Mortgagee entitled to notice of any material changes in the Association's insurance coverage.

The Association, and its Directors and Officers, shall also have no liability to any Owner or Mortgagee if it does not obtain any of the insurance referenced herein which is not required but may be obtained at the discretion of the Association. The Board may, in good faith in its sole discretion, determine that obtaining any of the discretionary insurance is unreasonable or unnecessary under the circumstances.

**ARTICLE X
DAMAGE OR DESTRUCTION**

Section 10.01 Reconstruction with Election of Owners.

In the event of total or partial destruction of the Improvements in the Common Area wherein the cost of reconstruction exceeds the insurance proceeds available by more than ten percent (10%) of the gross annual budget for that fiscal year. Members shall vote on whether or not to repair the damage. Unless at least a majority of all Members vote not to reconstruct, the reconstruction shall occur.

Section 10.02 Reconstruction Assessments.

For any reconstruction work, each Owner shall be obligated to pay a reconstruction assessment in the amount necessary to pay his 1/457th share of the cost of reconstruction over and above the insurance proceeds; payment of the reconstruction assessment may be collected and enforced as a special assessment as provided in Article 4.

Section 10.03 Obligation of Board.

If the Association is obligated to rebuild such Improvements on the Common Area as provided above, the Board shall obtain bids from at least three reputable contractors. The Board shall have authority to enter into a written contract with said contractor for such reconstruction work and the insurance proceeds held by the Board shall be disbursed to said contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to ensure the commencement and completion of such reconstruction at the earliest practical time.

Section 10.04 Determination Not to Rebuild.

If reconstruction is not required as provided herein, then subject to the rights of Mortgagees, any insurance proceeds available for such rebuilding of improvements in the Common Area shall be distributed among the Owners and their individual Mortgagees by the Board in equal shares for each Unit.

Section 10.05 Responsibility for Unit Improvements.

The repair and restoration of any Improvements within the Unit shall be the sole responsibility of the Owner of such Unit.

Section 10.06 Condemnation.

Any awards received on account of the taking of Common Area shall be paid to the Association. In the event of a taking of the Common Area or a Unit and any Improvement therein, the award shall be distributed to the Owners and their Mortgagees on the allocation basis set forth in the judgment. In the event the taking is by sale under threat of condemnation, or the condemnation award is not apportioned among the Owners affected by the condemnation by court judgment or by agreement between the condemning authority and each of the affected Owners and their respective Mortgagees, the Board shall distribute the award among the affected Owners and their respective Mortgagees according to the relative values of the Units affected by the condemnation as determined by independent appraisal in accordance with procedures set by the Board.

**ARTICLE XI
PROTECTION OF LENDERS**

Section 11.01 Right to Encumber a Condominium and Subordination to First Mortgage

Any Owner may encumber his Condominium with a Mortgage. Any lien created or claimed under this Declaration is expressly made subject and subordinate to the rights of any first Mortgagee of a first Mortgage that encumbers all or a portion of the Project, or any Condominium, made in good faith and for value. No such lien shall in any way defeat, invalidate, or impair the obligation or priority of such first Mortgage unless the first Mortgagee expressly subordinates its interest, in writing, to such lien. If any Condominium is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any subsequent lien created by any provision of the Declaration for assessments shall not operate to affect or impair the lien of the first Mortgagee. Any first Mortgagee which comes into possession of a Condominium pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgagee, shall take the Condominium free of any claim for unpaid assessments or charges against the mortgaged Condominium which accrue prior to the time such Mortgagee comes into possession of the Condominium (except for assessments secured by liens recorded prior to the first Mortgage or such assessments or charges result from reallocation of such assessments or charges to all Condominiums, including the mortgaged Condominium) and provided that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Condominium pursuant to a decree of foreclosure or trustee's sale. Such sale or transfer shall not relieve the Condominium from liability for any assessments becoming due thereafter, nor from the lien of any such subsequent assessment.

11.02 Priority to Insurance and Condemnation Proceeds.

No Owner or any other party shall have priority over any right of first Mortgagees of Condominiums under their Mortgages in a distribution to Owners of insurance proceeds or condemnation sale proceeds or awards for losses to or a taking of Condominiums or Common Area. Any contrary provisions in the Governing Documents is to such extent void.

11.03 Mortgagee Consent to Amendment or Other Actions.

The prior written consent (or deemed consent as provided below) of first Mortgagees of Condominiums that have at least fifty one percent (51%) of the votes of all Condominiums encumbered by first Mortgages shall be required to make amendments to this Declaration that are of a material adverse nature to first Mortgagees. In addition, any action to terminate the legal status of the Project for any reasons, including substantial destruction or condemnation of the Project, shall require the prior written consent (or deemed consent) of first Mortgagees that have at least fifty one percent (51%) of the votes of all Condominiums encumbered by first Mortgages.

Any first Mortgagee who receives a written request delivered by certified or registered mail, with a "return receipt" requested, to consent to or approve actions, additions, or amendments requiring consent or approval under this section who does not submit a written negative response to the requesting party within 60 days after such request shall be deemed to have consented to or approved such request.

11.04 Notice Requirements.

The Association shall give to each Eligible Lender timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Project or the Condominium securing its Mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Condominium on which it holds a Mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of first Mortgagees. Any Mortgagee can furnish information to the Association concerning the status of a Mortgage or information relating to the Mortgagor in connection with a Mortgage.

11.05 Lien Not Invalidated.

No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value; but all covenants, conditions, and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise. Any Mortgagee who acquires title to a Condominium by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

11.06 Right of First Refusal Inapplicable to Mortgagee.

Any right of first refusal or option to purchase a Condominium that may be granted to the Association (or other Person) shall not impair the rights of a first Mortgagee (i) to foreclose or take title to a Condominium under the remedies provided in the mortgage; or (ii) to accept a deed (or assignment) in lieu of foreclosure in the event of default under the mortgage; or (iii) to sell or lease a Condominium acquired by the Mortgagee.

11.07 Mortgage Protections Prevail.

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

ARTICLE XII GENERAL PROVISIONS

Section 12.01 Enforcement.

The Association, or any member, or the successor in interest of any member shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions and covenants, imposed by the provisions of this Declaration provided, however, that the Association shall have the exclusive right to enforce the payment of assessments. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should the Association incur attorneys' fees or costs in order to enforce the Governing Documents, it shall be entitled to recover such expenses from the responsible Member.

Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

Section 12.02 Severability.

Invalidation of any one of these covenants, conditions and restrictions (or any part or sentence thereof which may be readily severed without adversely affecting the meaning or sense of any remaining part of such covenants, conditions or restrictions) by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.03 Term and Binding on Successors.

The provisions of this Declaration shall continue in effect for a term of fifty (50) years from the Recordation Date. Thereafter, the term shall be automatically extended for successive periods of ten (10) years, unless and until the majority of Owners of the Association decide to terminate it. The covenants, conditions and restrictions of this Declaration shall run with and bind every Condominium, and shall inure to the benefit of and be enforceable by the Association or the owner of any Condominium subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 12.04 Construction and Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the maintenance, governance and operation of a residential common interest development. Paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Except where the context otherwise requires, the singular and plural number, and the masculine, feminine and neuter genders shall each include the other. Except with regard to defined terms, or where the context otherwise requires or shows that a typographical mistake has been made, the capitalized and lower cases shall each include the other.

Unless the context otherwise requires, (i) the words and terms used in this Declaration shall have the same meaning as in the Act; (ii) reference to any Governing Document or to any

statutory provision shall mean the same as may be amended or replaced from time to time; and reference to any statutory codes are to those applicable to the State of California.

Section 12.05 Amendments.

This Declaration may be amended only by the affirmative vote of Members representing a majority of the total voting power of the Association, and the amendment shall become effective upon the recording with the Office of the County Recorder of San Diego County, California. The Association shall have the power, without Member approval, to make and record amendments to correct typographical, grammatical, formatting or clerical errors only.

Section 12.06 Non-liability of Association for Water Damage.

The Association shall not be liable for damage to any Unit or to property in the Project resulting from water which may leak or flow from any pipe, drains, conduits, appliances or equipment located within any Unit, unless caused by the gross negligence of the Association, its Board, officers, the manager or the staff.

Section 12.07 Nuisance.

The result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 12.08 Violation of Law.

Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Unit is declared to be a violation of this Declaration and subject to any or all of the enforcement procedures permitted by this Declaration or by law.

Section 12.09 Waiver.

The failure of any owner, the Board of Directors, the Association, or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges, or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board or any of its officers or agents.

Section 12.10 Conflict of Governing Documents.

If there is a conflict in legal description between the Condominium Plan, and this Third Restated Declaration of CC&R's, the description on the Condominium Plan shall prevail. If there is a conflict between the other Governing Documents, the Third Restatement of Declaration of CC&R's shall prevail in the following order of priority; Articles of Incorporation, Bylaws and Rules.

Section 12.11 No Unlawful Discriminatory Restrictions.

No Owner shall execute or file of record any instrument which imposes a restriction upon the sale, lease or occupancy of his Unit on the basis of any unlawful discriminatory restrictions.

Section 12.12 Taxes.

Each Owner shall, before delinquency, pay any real and personal property taxes separately assessed against his respective Condominium and all utility and other charges separately metered or charged against his Condominium and such payment shall be made by each Owner in addition to and separately from assessments otherwise payable to the Association by each such Owner.

Section 12.13 Notification of Sale of Condominium.

Currently, with the consummation of the sale of any Condominium under circumstances whereby the transferee becomes an Owner thereof, or within five business days thereafter, the transferee shall notify the Board, in writing, of such sale. Such notification shall set forth: (1) The name of the transferee and his transferor; (2) the street address or Unit number of the Condominium purchased by the transferee; (3) the transferee's mailing address; and (4) The date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Board or the Architectural Review Committee or any agent or representative thereof, shall be deemed to be duly made and given to the transferee, if duly and timely made and given to said transferee's transferor.

Section 12.14 Variances.

The Board may authorize variances from compliance with any of the use, maintenance or architectural provisions of this Declaration. Variances, which must be in writing and shall become effective upon approval by the Board, may be granted, without limitation, in respect of the aforesaid matters when circumstances such as topography, location, engineering, economy, hardship, aesthetic or environmental considerations warrant. When a variance is granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Condominium and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Condominium, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental authority.

Section 12.15 Joint and Several Liability.

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

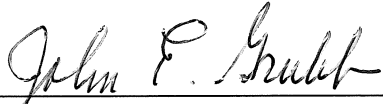
Section 12.16 Determination of Costs and Expense.

Whenever the Association is entitled to recover costs and expenses from a Member, a determination of the amount thereof by the Association, the Board of Directors or a committee which is made in accordance with the Declaration or the Bylaws shall be conclusive and binding upon that Member.

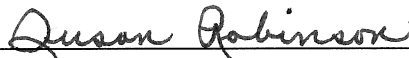
CERTIFICATION

We, John E. Grubb and Susan Robinson, the undersigned, do hereby certify that we are respectively the duly elected and acting President and Secretary of Champagne Village Property Owners Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 18th day of January 2018.



President, John E. Grubb



Secretary, Susan Robinson

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

State of California) ss.

County of San Diego)

On 02/27/2018, before me, Diane L. Hoadley,
Date Here Insert Name and Title of the Officer
personally appeared Susan Robinson,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Diane L. Hoadley
Signature of Notary Public



Description of Attached Document: CC+Rs for Champagne Village
Type of Document:
Document Date:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

State of California) ss.

County of San Diego)

On 02/27/2018, before me, Diane L. Hoadley,
Date Here Insert Name and Title of the Officer
personally appeared John E. Grubb,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Diane L. Hoadley
Signature of Notary Public

Notary Seal



Description of Attached Document: CC+RS for Champagne Village
Type of Document:
Document Date:

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT PORTION OF LOT 1 OF COUNTY OF SAN DIEGO TRACT 3480-1 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PER MAP NO. 8875 THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JUNE 1, 1978, EXCEPTING THEREFROM.

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY LINE OF SAID LOT 1 HAVE A BEARING OF NORTH 58°29'06" WEST AND A LENGTH OF 50.60 FEET, SAID POINT BEING IN A CURVE IN THE SOUTHERLY LINE CHAMPAGNE BOULEVARD CONCAVE NORTHERLY AND HAVING A RADIUS OF 56.00 FEET, A RADIAL BEARS SOUTH 58°29'06" EAST;

- (1) THENCE SOUTH 58°29'06" EAST 50.60 FEET ALONG THE BOUNDARY OF SAID LOT 1 TO AN ANGLE POINT THEREIN;
- (2) THENCE SOUTH 21°37'25" EAST 313.02 FEET ALONG SAID BOUNDARY TO AN ANGLE POINT THEREIN;
- (3) THENCE SOUTH 2°40'37" WEST 95.53 FEET, LEAVING SAID BOUNDARY;
- (4) THENCE SOUTH 45°30'00" EAST 55.00 FEET;
- (5) THENCE SOUTH 1°45'00" WEST 85.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 65.00 FEET;
- (6) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°15'00" AN ARC DISTANCE OF 37.72 FEET;
- (7) THENCE SOUTH 35°00'00" WEST 27.00 FEET TO THE BEGINNING OF A CURVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET;
- (8) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°00'00" AN ARC DISTANCE OF 27.23 FEET TO A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 35.00 FEET, A RADIAL BEARS NORTH 23°00'00" EAST;
- (9) THENCE SOUTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 89°00'00" AN ARC DISTANCE OF 54.37 FEET;
- (10) THENCE SOUTH 24°00'00" WEST 58.00 FEET;
- (11) THENCE SOUTH 36°00'00" WEST 55.00 FEET;

(12) THENCE NORTH 84°49'38" WEST 105.00 FEET TO THE WESTERLY LINE OF SAID LOT 1;

(13) THENCE NORTH 5°10'22" EAST 325.00 FEET ALONG SAID WESTERLY LINE TO AN ANGLE POINT THEREIN;

(14) THENCE NORTH 26°04'33" WEST 288.45 FEET ALONG SAID WESTERLY LINE TO AN ANGLE POINT THEREIN;

(15) THENCE NORTH 56°29'53" EAST 99.69 FEET ALONG SAID WESTERLY LINE TO AN ANGLE POINT THEREIN;

(16) THENCE NORTH 18°50'30" EAST 47.77 FEET ALONG SAID WESTERLY LINE TO THE ABOVE MENTIONED SOUTHERLY LINE OF CHAMPAGNE BOULEVARD, SAID POINT BEING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 56.00 FEET; A RADIAL BEARS SOUTH 18°50'30" WEST;

(17) THENCE EASTERLY ALONG SAID CURVE IN SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 77°19'36" AN ARC DISTANCE OF 75.58 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.



San Diego County



Transaction #: 3005374
Receipt #: 2018099405

Ernest J. Dronenburg, Jr.
Assessor/Recorder/County Clerk
1600 Pacific Highway Suite 260
P. O. Box 121750, San Diego, CA 92112-1750
Tel. (619) 237-0502 Fax (619) 557-4155
www.sdarcc.com

Cashier Date: 03/06/2018
Cashier Location: SD

Print Date: 03/06/2018 10:12 am

Payment Summary

Table with 2 columns: Description, Amount. Rows: Total Fees: \$221.00, Total Payments: \$221.00, Balance: \$0.00

Main summary table with 2 columns: Description, Amount. Rows: Payment (CHECK PAYMENT \$221.00), Total Payments (\$221.00), Recorded Items (OFFICIAL RECORD -1, Document #: 2018-0086849, Date: 03/06/2018 10:11AM, Pages: 45), Fees (Recording \$146.00, SB2 Atkins Fee \$75.00, Total Fees Due: \$221.00), COVER LETTER (Total Fees Due: \$0.00), Grand Total - All Documents: \$221.00