

If this document contains any restriction based on race, color, religion, sex, gender identity, gender expression, sexual orientation, familial status, marital status, victim of abuse status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based n familial status.

Effective 1/1/2020

LEISURE VILLAGE
ASSOCIATION, INC.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF LEISURE VILLAGE ASSOCIATION, INC.**
a California Non-Profit Mutual Benefit Corporation
Camarillo, California

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, VICTIM OF ABUSE STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

LEISURE VILLAGE ASSOCIATION, INC.
Camarillo, California

August 10, 2021

To All Members:

RE: LEISURE VILLAGE ASSOCIATION, INC
- Enclosed Restated CC&Rs

Dear Members:

Enclosed please find a copy of the final recorded Amended and Restated CC&Rs for the Association. This document was approved by order of the Ventura County Superior Court and is now effective upon all members of the Association.

This shall also provide notice that the Amended and Restated CC&Rs contain a provision in Section 4.1 requiring any leases of the Lots be for an initial minimum term of one (1) year. In light of new Civil Code Sections 4741(a) & (c), effective January 1, 2021, the one (1) year mandatory lease term is no longer permissible. (The Amended and Restated CC&Rs were written long before these new Civil Code Sections were adopted.) Accordingly, there will be no minimum lease term in effect in the Association unless and until the CC&Rs or Rules & Regulations are amended at a future time.

Thank you for your attention to this matter. Please contact the management office with any questions.

Sincerely,

Board of Directors
LEISURE VILLAGE ASSOCIATION, INC

Enclosure

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Jeffrey A. Beaumont, Esq.
BEAUMONT TASHJIAN
21650 Oxnard Street, Suite 1620
Woodland Hills, CA 91367

20210630-00125569-0 1/114
Ventura County Clerk and Recorder
MARK A. LUNN
06/30/2021 10:01:46 AM
1860697 \$428.00 BA

Electronically Recorded in Official Records,
County of Ventura

Space above for Recorder's Office Only

eRecorded by CSC/Ingco

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
LEISURE VILLAGE ASSOCIATION, INC.
a California Non-Profit Mutual Benefit Corporation
Camarillo, California**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
LEISURE VILLAGE ASSOCIATION, INC.
Camarillo, California**

Table of Contents

	Page No.
Recitals	1
Article I - Application and Construction.....	2
1.1 Application	2
1.2 Term	2
1.3 Conflicts	2
1.4 General Plan.....	2
1.5 Construction of Declaration.....	2
Article II - Definitions	3
Article III - Property Rights and Obligations of Owners.....	7
3.1 Lot Ownership	7
3.2 Ownership of Common Areas	8
3.3 Prohibition of Partition or Severance	8
3.4 Power of Attorney for Partition after Destruction or Condemnation	8
3.5 Prohibition on Avoidance of Obligations	8
3.6 Termination of Obligations	8
3.7 Duty to Notify Association of Sales and Delegations	9
3.8 Age Restrictions.....	9
Article IV - Leasing of Lots	12
4.1 Delegation of Use and Leasing of Lots	12
4.2 Eviction by Association	13
4.3 Recoverable Costs and Expenses.....	13
4.4 Assignment of Rents.....	14
4.5 Discipline of Tenants.....	14
4.6 Due Process Requirements for Disciplinary Action.....	14
Article V - Leisure Village Association, Inc.....	15
5.1 Association Membership.....	15
5.2 Transfer of Memberships.....	15
5.3 Voting Rights of Members.....	15

5.4	Powers and Authority of the Association.....	15
5.5	Association Rules	17
5.6	Breach of Rules or Restrictions	18
5.7	Limitation on Liability of Association's Directors and Officers	18
Article VI - Assessments		19
6.1	Covenant to Pay Assessments	19
6.2	Purpose of Assessments	20
6.3	Regular Assessments	20
6.4	Mailing Notice of Assessment.....	21
6.5	Failure to Make Estimate	21
6.6	Reserve Funds	21
6.7	Instalment Payment of Assessments	22
6.8	Allocation of Assessments	22
6.9	Special Assessments.....	23
6.10	Special Individual Assessments.....	23
6.11	Association Fee/Deposit	24
6.12	Maintenance of Assessment Funds.....	25
6.13	Collection of Assessments; Enforcement of Liens	25
6.14	Limitation on Right to Lien Lots for Special Individual Assessments	25
6.15	Prohibition on Avoidance of Obligations	26
6.16	No Offsets.....	26
Article VII - Architectural Control.....		26
7.1	Generally	26
7.2	Interior Improvements.....	26
7.3	Architectural Guidelines.....	27
7.4	Review by Board or Committee	27
7.5	Submission of Plans	27
7.6	Review and Decision.	28
7.7	Inspection of Work.	29
7.8	Enforcement.	29
7.9	Variances.....	29
7.10	Limitation on Liability.....	29
7.11	Compliance With Governmental Regulations.	30
7.12	No Waiver of Future Approvals.....	30
Article VIII - Restrictions on Use of Lots and Common Area		30
8.1	Residential Use.....	30
8.2	Business Activities	30
8.3	Prohibition of Noxious Activities.....	30
8.4	Behavior of Persons on the Property	30
8.5	Damage to Common Area	31
8.6	Activities Affecting Insurance	31

8.7	Pets.....	31
8.8	Garbage and Unsightly Items	32
8.9	Temporary Structure.....	32
8.10	Storage	32
8.11	Clotheslines	32
8.12	Window Covers.....	32
8.13	Signs.....	33
8.14	Antennas, Solar Energy Systems, and Similar Devices.....	33
8.15	Parking and Vehicle Restrictions	33
8.16	Sports Apparatus	34
8.17	Oil and Mineral Rights.....	34
8.18	Drainage	34
8.19	Variances.....	35
8.20	Airport in Vicinity.....	35
Article IX - Maintenance Responsibilities		35
9.1	Association's Responsibilities	35
9.2	Owner Maintenance, Repair and Replacement Responsibilities	36
9.3	Obligation to Permit Entry by Association and Adjacent Owners.....	38
9.4	Cooperative Maintenance Obligations	38
9.5	Non-Responsibility for Consequential Damages / Mold Remediation / Reconstruction.....	38
9.6	Party Walls.....	38
Article X - Easements.....		39
10.1	Owners' Nonexclusive Easements of Enjoyment.....	39
10.2	Encroachment Easements.....	40
10.3	Blanket Utility Easement.....	40
10.4	Other Easements	41
10.5	Maintenance Easements.	41
Article XI - Insurance.....		41
11.1	Fire and Casualty Insurance	41
11.2	General Liability and Property Damage Insurance	41
11.3	Directors and Officers Liability Insurance.....	42
11.4	Earthquake, Bond, Fidelity Bond and Other Insurance.....	42
11.5	Coverage Not Available	42
11.6	Copies of Policies	42
11.7	Individual Fire, Casualty and Other Insurance Limited.....	42
11.8	Individual Assessment Loss Coverage and Other Individual Coverage...	43
11.9	Renters Insurance	43
11.10	Trustee.....	43
11.11	Adjustment of Losses.....	43

11.12 Board's Discretion to Submit Insured Losses.	44
11.13 Losses Solely Attributable to a Unit; Deductibles.	44
Article XII - Damage or Destruction	44
12.1 Destruction of Common Area.....	44
12.2 Destruction of Residences Covered by Association Insurance.	44
12.3 Minor Restoration and Repair Work.....	45
12.4 Destruction of Residences Not Covered by Association Insurance	45
Article XIII - Condemnation	46
13.1 Sale by Unanimous Consent or Taking.....	46
13.2 Distribution and Sale Proceeds of Condemnation Award	46
13.3 Appraiser	47
Article XIV - Rights of Water District	47
14.1 Owner Obligation	47
Article XV - Enforcement	48
15.1 Remedy at Law Inadequate	48
15.2 Nuisance.....	48
15.3 Costs and Attorneys' Fees.....	48
15.4 Cumulative Remedies.....	48
15.5 Failure Not a Waiver	49
15.6 Rights and Remedies of the Association	49
Article XVI - Amendment of Declaration	50
16.1 Amendments in General	50
16.2 Effective Date of Amendment	50
16.3 Amendment by Board	50
Article XVII - General Provisions	50
17.1 No Public Rights	50
17.2 Survival of Association.....	50
17.3 Notices.....	51
EXHIBIT "A" - Legal Description	
EXHIBIT "B" - Subdivision Map	
EXHIBIT "C" - Maintenance Responsibility Matrix	
EXHIBIT "D" - Signed Order	

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
LEISURE VILLAGE ASSOCIATION, INC.
A Senior Citizen Planned Development
Camarillo, California**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Leisure Village Association, a California non-profit mutual benefit corporation, is made this _____ day of _____, 2021, by the undersigned with reference to the following:

RECITALS

A. *Restated and Amended Declaration of Covenants, Conditions and Restrictions* ("Restated CC&Rs") was executed by Carol Sweeney-Zimmet, President of Leisure Village Association, Inc., and recorded on July 26, 2006, as Instrument No. 20060726-0157682 in the Official Records of Ventura County, for said real property, described as:

Those portions of Lots 11, 12, 13, 30, 31, 35, 36 and 38 of Rancho Calleguas in the County of Ventura, State of California, as per map recorded in Book 17, Page 16 of Maps, in the office of the County Recorder of said County, described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The undersigned have confirmed and placed in the records of the Association the signatures representing the necessary voting power of the owners of the Lots covered by said Declarations, reflecting their confirmation and approval to make this Amended and Restated Declaration which follows.

C. All provisions of the Restated CC&Rs and any previous Declarations described above are hereby deleted, canceled, and revoked in their entirety, and the following new provisions inserted in their place to supersede said Declaration, as amended.

D. All real property in the Development shall be held, conveyed, leased, rented, used, occupied, hypothecated, encumbered, and improved, subject to the covenants, conditions, restrictions, and easements set forth in this Declaration, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development, all of which shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

E. Upon a petition by the Association pursuant to Civil Code Section 4275, filed as Case No. 56-2021-00552646-CU-PT-VTA, in the Superior Court of California, for the County of Ventura, the Court deemed the Amended and Restated CC&Rs to have been approved by the necessary percentage of owners of the separate interests in the Development to authorize amendment of the Declaration. The order of the Superior

Court reflecting its grant of said petition and approval of the Amended and Restated CC&Rs to the Declaration is attached hereto as "Exhibit D" and incorporated herein by this reference.

ARTICLE I

APPLICATION AND CONSTRUCTION

1.1 Application. This Declaration applies to all Common Areas and Lots within the Development, as well as their respective Owners, Tenants, Residents, and Invitees. Any Lease shall provide that all Tenants, Residents, and Invitees are bound by the Governing Documents. All present and future Owners, Tenants, Residents, and Invitees shall be subject to, and shall observe, comply with and abide by, each and every provision of the Governing Documents, as defined herein, for the purpose of protecting the interests of all Owners and the Common Areas. The acceptance of a deed, Lease, or contract of sale with respect to any Lot, or occupancy of any Lot, shall constitute consent and agreement that each and all of the provisions of the Governing Documents, as defined herein, shall be binding and that said person(s) will observe and comply with them.

1.2 Term. This Declaration and its provisions shall continue to run with, benefit, and burden the Lots and the Common Area as herein provided, and shall inure to the benefit of and be binding upon the Owners, the Association, and their respective successors in interest, for a term of sixty (60) years from the date of the recording of this Declaration, after which time the same shall be automatically extended for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of the initial 60-year term or any such 10-year extension period, a written instrument, approved by seventy-five percent (75%) of all Owners terminating the effectiveness of this Declaration shall be recorded in the Official Records of Ventura County.

1.3 Conflicts. In the case of any conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In the event of any conflict between the Articles and the Bylaws, the Articles shall control. The Rules, Architectural Guidelines, Board Resolutions, and all other policies are subordinate to, and shall not be inconsistent with or materially alter, any provision of the other Governing Documents.

1.4 General Plan. The Governing Documents create and perpetuate a general plan of development for the Development, and may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within the Development, which may be more restrictive than the provisions of this Declaration, in which case the more restrictive provisions shall control as to the encumbered area. The Association may enforce any such additional covenants, restrictions, or other instruments, but unless required by this Declaration, shall be under no obligation to do so.

1.5 Construction of Declaration.

A. Restrictions Construed Together. All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and

effectuate the fundamental concepts of the development of the Property, as set forth in this Declaration.

B. Restrictions Severable. Notwithstanding the provisions of Paragraph A above, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

ARTICLE II

DEFINITIONS

2.1 "Architectural Guidelines" means those Rules adopted pursuant to Article VII hereof, to govern alterations and improvements to Lots, Common Areas and Exclusive Use Common Areas.

2.2 "Architectural Review Committee" or "ARC" refers to any committee established to govern alterations and improvements to the Development pursuant to Article VII hereof, or to the Board, if serving in that capacity.

2.3 "Articles" refers to the Articles of Incorporation of Leisure Village Association, Inc., as filed with the California Secretary of State.

2.4 "Assessment" means any Regular, Special, or Special Individual Assessment levied or imposed by the Association against an Owner and his or her Lot in accordance with this Declaration.

2.5 "Association" means Leisure Village Association, Inc., a California non-profit mutual benefit corporation, its successors and assigns. The Association is an "association" as defined by applicable law.

2.6 "Board" means the Board of Directors of the Association.

2.7 "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time.

2.8 "Common Area" means (i) all real property (including any Improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners and (ii) all real property (including the Improvements thereon) over which the Association or the Owners own or will own or an easement for the maintenance of the area for the benefit of the Owners. The Common Area owned by the Association at the time of recordation of this Declaration is defined pursuant to Civil Code Section 4095, or its amendments, including without limitation all property except the Lots therein, as described in **Exhibit "A"**. Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon, as defined in Section 2.10 of this Declaration.

2.9 "Common Expense" means any use of Common Funds authorized by this Declaration, by law, or by the Bylaws, including without limitation, expenditures for the

administration, management, operation, insurance, maintenance, improvement, replacement, repair, addition, alteration or reconstruction of all or any portion of the Common Area and any Maintenance Area; any amounts estimated to be reasonably necessary for reserves for anticipated long-term maintenance, repair and replacement of capital improvements upon the Common Area and any Maintenance Area (the cost of which would not ordinarily be incurred on an annual basis); taxes paid by the Association; expenditures for the discharge of any lien or encumbrance levied against any Common Area; expenditures in collecting Assessments, including amounts expended to purchase a Lot in connection with the foreclosure of an Assessment lien against such Lot; unpaid Assessments; contingencies; and the service obligations of the Association, including costs for water, sewer, garbage, electrical, communications, gas, and other utilities services for the Common Area and (if not separately metered or charged) for the individual Lots. Common Expenses, however, shall not include the cost of any new construction, or unanticipated repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

2.10 "Common Facilities" means that portion of the Common Areas, the use of which may be suspended by the Board for violations of the Governing Documents, and includes the recreational landscaped areas, recreation center, clubhouse, fitness center, tennis courts, administration office, swimming pool, pool furniture and equipment, spa, fences, lighting fixtures, a golf course, parking areas, walkways, driveways and other improvements and facilities incident thereto, and includes certain community facilities consisting of roadways, gate houses, entryways, parking areas, recreational vehicle lot and other facilities constructed or installed, or to be constructed or installed, or located within the Common Area, to the extent the same are not necessary for access to or use of a Lot.

2.11 "Common Funds" means all funds collected or received by or on behalf of the Association and/or due and payable to the Association, including but not limited to the proceeds from insurance carried or obtained by the Association which are payable to or received by the Association for the benefit of the Owners or otherwise.

2.12 "Declaration" means this instrument, as it may be amended or restated from time to time.

2.13 "Development" means the Property, and all Improvements on the Property, which are intended to create a planned development as described by applicable law.

2.14 "Exclusive Use Common Area" means a portion of the Common Area over which an exclusive easement(s) is reserved appurtenant to one or more, but fewer than all, of the Lots, or otherwise designated for the exclusive use of one or more, but fewer than all, of the Owners of the Lots.

The boundaries of the Exclusive Use Common Area for the various model configuration homes within the Project are shown on **Exhibit "1"** through **Exhibit "9"** as attached and made part of this Declaration. The Exclusive Use Common Areas are generally intended to include the area immediately adjacent to a Lot, the length of which extends laterally along the wall of the Residence on the side where a patio slab was

originally constructed. The width of the Exclusive Use Common Area is limited to the dimension of the original patio, plus up to an additional eighteen (18) inches if necessary to accommodate footings and mow strips.

No more than one (1) Exclusive Use Common Area shall be appurtenant to a Lot, except for the Galaxy, Newport or any other model of homes that were originally designed with two appurtenant patios.

The Exclusive Use Common Area may include a patio slab, a patio cover, car ports, a patio enclosure, a garden, a landscaped area, or similar use, or any combination thereof, and may be enclosed by an approved fence or wall, subject to the Association's rules and regulations. All patio structures and improvements require permits from the Architectural Committee and may require permits from the City of Camarillo.

All slump stone walls, patio enclosures and other Exclusive Use Common Area type improvements which had been installed in accordance with a permit issued by the Architectural Committee prior to the effective date of this restatement shall be deemed to be in conformance with this Section 2.14 and the Owner of the Lot shall have exclusive and restricted rights to use that portion of the Common Area upon which such improvements have been constructed.

2.15 "Good Standing" shall be defined in the Association's rules regulating voting and elections, which shall be consistent with current law.

2.16 "Governing Documents" means and refers to all of the following, collectively: this Declaration and recorded amendments and supplemental declarations, if any; the Subdivision Map; the Articles; the Bylaws; the Rules and Architectural and Residential Landscape Guidelines; and any Resolutions of the Board; all as the same may be lawfully amended or modified from time to time.

2.17 "Improvement" includes, without limitation, any buildings, walls, fences, swimming pools, landscaping, landscape structures, solar energy and heating equipment, spas (above and below ground), saunas, utility lines, or any physical structure of any kind, or to the construction, installation, alteration, or remodeling of any such structure. In no event shall the term "Improvement" be interpreted to include improvement projects that are restricted entirely to the interior of any Residence and which involve no modification of or entry into the roof, foundation or slab, or Party Walls or other load bearing walls, nor any alteration, modification, or additional stress upon any physical portion or mechanical system (including plumbing or electrical systems) of the Common Area or of any other Residence.

2.18 "Invitee" means any person or entity entering any part of the Development for purposes relating to a Lot, or to any Owner, Tenant, or Resident thereof, including without limitation guests, vendors, contractors, maids, child care providers, health care providers, and any other visitor to a Lot.

2.19 "Lease" refers to an agreement between an Owner and a Tenant, as defined herein, for occupancy of a Lot, or any part thereof. "Lease" includes any lease, rental agreement, occupancy agreement, contract of sale, or any other form of

agreement providing for occupancy of a Lot, or any part of a Residence, by any person other than the Owner and his or her co-resident family members.

2.20 "Lot" shall mean any plot of land or parcel in the Development that is not part of the Common Area, as shown on any recorded Subdivision Map for the Development. When appropriate within the context of this Declaration, the term "Lot" shall also include the Residence and other Improvements constructed or to be constructed on a Lot.

2.21 "Maintenance Area" means any area within or outside of the Property which is not Common Area (including roofs and exterior building surfaces of Residences within a Lot) but which the Association is required to maintain by the Governing Documents, or by contract between the Association and any governmental authority.

2.22 "Majority" shall mean a simple majority (unless otherwise specified herein). There are 2,136 separate interests and each represents one membership in the Association. A simple majority of the Association is defined as "the next whole number reached after computing 50%." Therefore, 1,069 votes constitute a majority of the Association's membership.

2.23 "Manager" (aka "General Manager") shall mean any person or company employed or retained by the Association to administer the operation, maintenance, and management of the Association and the Development.

2.24 "Member" means every person or entity who owns or exercises a Membership in the Association. The Members are the Owners of each of the 2,136 Lots which are located on the Property, as further described herein and in the Bylaws.

2.25 "Membership" refers to the legal relationship and status of being a Member of the Association, and an entitlement to the rights and privileges appurtenant thereto as defined herein and in the Bylaws. There is only one Membership per Lot. Membership rights and privileges may be limited or suspended as provided in the Governing Documents and by applicable law. "Membership" may also refer to the Members collectively.

2.26 "Owner" means any person or entity in which title to a Lot is vested as shown by the Official Records of Ventura County. Family members and entity officials in whom title to a Lot is not so vested are not "Owners" for purposes of this Declaration, notwithstanding their occupancy of the Lot.

2.27 "Patio Area" or "Yard Area" refers to a portion of the Common Area and/or Exclusive Use Common Area as shown and described in the attached **Exhibit "1" through Exhibit "9"**.

2.28 "Property" means all land described in **Exhibit "A."**

2.29 "Quorum" shall mean a simple majority of the membership. Therefore, 1,069 owners present in person or by ballot constitute a quorum of the Association.

2.30 "Record," and/or its variants, refer to a complete, valid, lawful, and verifiable document evidencing rights or title to any part of the Property, including without limitation a Lot, recorded in the Official Records of Ventura County, or to the process of recording a document in said Official Records.

2.31 "Reduced Quorum" shall mean 25% of the Association membership, which is 535 Owners present in person or by ballot.

2.32 "Residence" means a private, single family dwelling designed, constructed, or to be constructed on a Lot, together with garages, structures and other Improvements on the same Lot or parcel.

2.33 "Resident" means any natural person residing in a Lot or any part thereof, for any duration, including any Owner, Tenant, family member, guest, or otherwise, pursuant to the restrictions set forth in Article III, Section 3.8 herein.

2.34 "Residential Use" means occupancy and use of a Lot for single family dwelling purposes, and recreational and other purposes incidental to such purposes, in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy residential dwellings.

2.35 "Rules" or "Rules and Regulations" means any and all written operating rules, regulations, architectural standards or guidelines (including the Architectural Guidelines), and other policies lawfully adopted by the Board, all as the same may be in effect from time to time.

2.36 "Subdivision Map" means the Map recorded in Book 53, Page 22, inclusive of Parcel Maps, in the Official Records of Ventura County, respecting the Property, and any amendments thereto pursuant to applicable law. A copy of the Subdivision Map is attached to this Declaration as **Exhibit "B"**.

2.37 "Tenant" means any natural person or entity occupying a Lot, except the Owner and his or her co-resident family members, with or without the payment of rent.

2.38 "Civil Code", "Corporations Code" and similar references shall refer to those California statutes so referenced and any and all comparable superseding statutes.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

3.1 Lot Ownership. Each Lot within the Development includes a fee simple interest in the Lot; a Membership in the Association; and any exclusive or nonexclusive easement(s) appurtenant to such Lot over the Common Area as described in the Declaration, the Subdivision Map, and the deed to the Lot. The fee title to all such elements of the respective Lot shall conclusively be deemed to be conveyed, transferred or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to a Lots

A. Joint Ownership. In the event of joint ownership of any Lot, the obligations and liabilities of such Owners shall be joint and several. Joint and several liability shall apply to all obligations, duties and responsibilities of Owners as set forth in this Declaration, including, without limitation, the payment of all Assessments. All Owners may exercise rights to use and enjoy the Lot and Common Areas, subject to the provisions and limitations herein.

B. Entity Ownership. If fee title to a Lot is owned by any trust, LLC, corporation, partnership, or other impersonal entity, the entity shall be responsible for the obligations and liabilities of the Owner. Unless the entity designates a natural person to exercise the rights and privileges of Membership, such rights and privileges may be exercised only by the trustee(s), president, proprietor, managing partner, or similarly empowered executor of such entity's interests; however, the entity shall be deemed to delegate its rights to use and enjoy the Common Facilities to any Tenant(s) or Resident(s).

3.2 Ownership of Common Areas. The Common Areas shall be owned in fee title by the Association.

3.3 Prohibition of Partition or Severance. No Owner shall have any right to partition, subdivide, or sever his or her Lot from the Development, except as such partition may be provided for in provisions of this Declaration relating to destruction or condemnation, or as otherwise provided by applicable law. Nothing herein shall prevent partition of a co-tenancy in a Lot.

3.4. Power of Attorney for Partition after Destruction or Condemnation. Each Owner hereby irrevocably appoints the Association as attorney-in-fact for partition of the Common Areas, when the same may lawfully be partitioned in cases of destruction and condemnation, and irrevocably grants to the Association full power in the Owner's name and stead to sell the Common Areas, and to execute deeds and conveyances to it in one or more transactions, for the benefit of all Owners. Such power of attorney shall: (a) be binding on all Owners, whether they assume the obligations under this Declaration or not; (b) be exercisable by a majority of the Board acting on behalf of the Owners, subject to the prior approval by vote or written consent of a majority of the Members and institutional first Mortgagees; and (c) be exercisable only after Recordation of a certificate, executed by those who have power to exercise the power of attorney, confirming that the power of attorney is properly exercisable under applicable law. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith.

3.5 Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area or Common Facilities, abandonment of the Lot, or otherwise, may avoid the burdens and obligations imposed by the Governing Documents, including, without limitation, the payment of Assessments.

3.6 Termination of Obligations. Upon the conveyance, sale, assignment or other transfer of a Lot, the transferor Owner shall not be liable for any Assessments respecting such Lot which become due after the date of Recording of the instrument

evidencing said transfer and, upon such Recording, all Membership rights possessed by the transferor by virtue of the ownership of said Lot shall cease.

3.7 Duty to Notify Association of Sales and Delegations. Each Owner shall notify the Association in writing (through escrow or otherwise) of any intended, pending or proposed sale of a Lot, including the identity of any escrow company, proposed purchaser, or contract purchaser for the Lot. Each Owner or contract purchaser shall also notify the Association of the names of any person(s) to whom such Owner or contract purchaser has delegated any rights to use and enjoy the Property, and the relationship that each such person bears to the Owner or contract purchaser.

3.8 Age Restrictions. The Association is a senior citizen housing development and shall be subject to the provisions of Civil Code Section 51.3, as well as any successor statutes. The Association is an age fifty-five (55) and over age-restricted and deed-restricted development. The provisions of Civil Code Section 51.3 shall apply, and to the extent that any part of this Section 3.8 is inconsistent with the respective Code Section, or any successor statutes, the Code shall prevail. Residency, occupancy and use of a Residence on any Lot in the Association shall be limited in accordance with the following:

A. Occupants – Definitions:

(1) “Qualifying Resident” or “Senior Citizen” means a person 55 years of age or older;

(2) “Qualified Permanent Resident” means a person who meets both of the following requirements:

(a) Such person is actually residing with a Qualifying Resident prior to the death, hospitalization, or other necessary prolonged absence of, or dissolution of the marriage of, the Qualifying Resident or Senior Citizen.

(b) Such person is 45 years of age or older, is a spouse or cohabitant, or is a person providing primary physical or economic support to the Qualifying Resident or Senior Citizen.

(3) “Qualified Permanent Resident” shall also mean a permanently physically or mentally impaired or terminally ill adult who is a dependent child or grandchild of a Qualifying Resident, Senior Citizen, or Qualified Permanent Resident who lives with the Senior Citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury, unless the Board of Directors determines that there are special circumstances to disallow this particular dependent child as a Qualified Permanent Resident. Special circumstances, for purposes of this paragraph, include, but are not limited to, a condition wherein a dependent child is or may be harmful to themselves or others. For the purposes of this section, “disabled” means a person who has a disability as defined in subdivision (b) of Section 54 of the Civil Code.

(4) “Permitted Resident” means any person who is a Qualified Permanent Resident living in the Residence at the time of the death, hospitalization or other prolonged absence of the Qualifying Resident, or upon dissolution of marriage.

(5) "Cohabitant" means persons who live together as husband and wife or persons who are domestic partners within the meaning of Section 297 of the Family Code, but who are not legally married.

(6) "Permitted Health Care Resident" means a person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident pursuant to a written treatment plan prepared by a physician or surgeon, or a family member of the Qualifying Resident providing such care. For the purposes of this section, the care provided by the Permitted Health Care Resident must be substantial in nature, and the Permitted Health Care Resident must provide either assistance with necessary daily activities or medical treatment or both. A Permitted Health Care Resident shall be entitled to continue his or her occupancy, residency, or use of the Residence as a Permitted Resident in the absence of the Qualifying Resident from the Residence only if both of the following are applicable:

(a) The Qualifying Resident became absent from the Residence due to hospitalization or other necessary medical treatment and expects or is expected to return to his or her Residence within ninety (90) days from the date the absence began; and

(b) The absent Qualifying Resident or an authorized person acting for the Qualifying Resident submits a written request at any time to the Board of Directors stating that the Qualifying Resident desires the Permitted Health Care Resident to be allowed to remain in the Residence in order to be present when the Qualifying Resident returns to reside in the Residence.

Upon written request by the Qualifying Resident or an authorized person acting for the Qualifying Resident, the Board shall have the discretion to allow the Permitted Health Care Resident to remain in the Residence for a time period of ninety (90) days from the date that the Qualifying Resident's absence began. The Board shall also have the discretion to allow the Permitted Health Care Resident to remain in the Residence for no longer than an additional ninety (90) days if it appears that the Qualifying Resident will return within a period of time not to exceed an additional ninety (90) days from the expiration of the initial ninety (90) days residency following the departure of the Qualifying Resident from the Residence.

At no time shall the Association charge a fee for the temporary residence of a Permitted Health Care Resident.

Upon the death of a Qualifying Resident, his or her Permitted Health Care Resident shall not be permitted to continue his or her occupancy, residency, or use of the Residence.

B. Restrictions.

(1) At least one occupant of each dwelling shall be a Qualifying Resident. All other permanent occupants of a Residence on each Lot must be Qualified Permanent Residents or Permitted Health Care Residents. Persons commencing any

occupancy of a Residence shall include a Senior Citizen who intends to reside at the Residence.

(a) Upon the death, hospitalization or other prolonged absence of the Qualifying Resident, or upon resolution of marriage with such Qualifying Resident, any Qualified Permanent Resident shall be entitled to continue occupancy of a Residence, and shall be deemed a "Permitted Resident."

(b) Upon happening of an event which affects such Permitted Resident's status, such as marriage or cohabitation with a non-qualifying resident, and unless such Permitted Resident has become a Qualified Resident by virtue of attained age, then such Permitted Resident shall vacate the dwelling within sixty (60) days after such event.

(c) For any person who is a Qualified Permanent Resident whose disabling condition ends, the Board may require the formerly disabled Qualified Permanent Resident to cease his or her residence at the Association upon receipt of six (6) months' written notice, provided, however, that the Board may allow the person to remain a resident for up to one (1) year after the disabling condition ends.

(d) The Board may take action to prohibit or terminate occupancy by a Qualified Permanent Resident if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others or to that person himself or herself, that cannot be ameliorated by means of a reasonable accommodation, provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

(i) Providing reasonable written notice to and an opportunity to be heard at a hearing for the Qualified Permanent Resident whose occupancy is being challenged, and reasonable notice to the Qualifying Resident of that person; and

(ii) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, in a closed meeting of the Board, in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

(2) Notwithstanding the foregoing, nothing herein shall prohibit the temporary occupancy of a Residence by any guests of the Qualifying Resident, regardless of age, so long as the Qualifying Resident is also in actual occupancy of a Residence, for cumulative periods of up to sixty (60) days during any consecutive twelve (12) month period.

(a) The Qualifying Resident shall inform the Association, through the Board of Directors, in writing of the name, birth date, and anticipated stay of such guests, as set forth in the Rules of the Association, and shall provide other information as requested by the Board.

(3) Further, and notwithstanding anything to the contrary herein, nothing herein shall prohibit the temporary occupancy of a dwelling by a bona fide employee providing necessary medical or hospice care for any Resident pursuant to Subsection A(6) of this Section.

(4) The Association shall, through the Board of Directors, obtain written verification of age, as required herein, from each Qualifying Resident and Qualified Permanent Resident, and each such person shall provide said information, either in the form of a driver's license or governmental issued photo identification or signed declaration of age, in a form provided by the Association, upon the request of the Board. The Board of Directors may enact rules and regulations to facilitate compliance with the restrictions set forth above.

(5) The Qualifying Resident, any Qualified Permanent Residents, any Permitted Health Care Residents, and any guests of the Qualifying Resident must comply with the Governing Documents of the Association.

(6) These Residential Age Restrictions are to be interpreted so as to be consistent with the provisions of Civil Code Section 51.3, as long as such statute and/or any successor or superseding statute shall exist.

(7) Notwithstanding any provision of this Declaration to the contrary, the Board may enact rules regarding guests and temporary residency and other rules regarding the occupancy of any residence and use of the Common Area facilities.

ARTICLE IV

LEASING OF LOTS

4.1 Delegation of Use and Leasing of Lots. Any Owner may delegate the rights to use and enjoy the Lot and the Common Area to Tenants or other Residents of the Lot, provided that any Lease must be for Residential Use, in writing, and for an initial term not less than one year and, thereafter, such term may be month-to-month.

A. During any period when a Lot has been Leased, the Owner, his or her family and Invitees shall not be entitled to use and enjoy the Common Areas, including Common Facilities, except to the extent reasonably necessary to perform any responsibilities of the Owner with respect to the Lot. However, this restriction shall not apply to an Owner who is contemporaneously residing in any other Lot. During any period when a Lot has been leased the only rights transferred to the tenant(s) are the rights to use and enjoy Common Areas, including Common Facilities.

B. Any Lease or contract of sale respecting a Lot shall be in writing and shall require the Tenant or contract purchaser to comply with the Governing Documents, all of which shall be deemed incorporated by reference in the Lease or contract of sale. The Owner shall provide to the Association a copy of the written Lease or contract of sale. It is strongly recommended that the Lease require the Tenant to maintain renter's insurance. Each Owner shall provide any Tenant with a current copy of all Governing Documents and shall be responsible for compliance by the Tenant with

all of the provisions of the Governing Documents during the Tenant's occupancy and use of the Lot.

C. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. 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.

4.2 Eviction by Association. Subject to Section 4.6, in the event that any Tenant fails to honor the provisions of any Governing Document, the Association shall be entitled to take corrective action as it deems necessary or appropriate under the circumstances, which may include initiation of an action against the Owner to compel the Owner to evict the Tenant, or initiation of an eviction proceeding in accordance with this Article, or the imposition of disciplinary fines and penalties against the Owner and/or Tenant.

A. Whether or not such right is stated in any Lease, every Owner who Leases his or her Lot, or any portion thereof, automatically grants to the Association the right to determine a Tenant's default under the Governing Documents, which may result in terminating the tenancy and evicting the Tenant in the case of nuisance or damage as described herein. If the Board takes such eviction action, either in its own name or in the Owner's name, either directly against the Tenant or against the Owner, the Owner shall be responsible for all costs thereof, including reasonable attorney's fees, and shall reimburse the Association upon demand for the entire amount of such costs. If the Owner refuses to make such reimbursement, the sums shall be levied as a Special Individual Assessment.

B. The Association's right to maintain an eviction action hereunder is derived from applicable law and shall only arise, after giving the Owner the notice and hearing rights as provided in this Declaration, if the Tenant's conduct causes damage to or destruction of Common Areas, improvements or other property of the Association, or the property of other Owners or Residents, or constitutes a nuisance or unreasonable interference with the quiet enjoyment of other Residents, or if such Tenant has occupied the premises without the Owner's permission and consent.

4.3 Recoverable Costs and Expenses. In the event of: (i) damage to, or destruction of, Common Areas by a Tenant or the Owner of a Leased Lot; (ii) the imposition of a fine or penalty against an Owner as a result of any act or omission of his or her Tenant; or (iii) expenses incurred by the Association in the successful prosecution of an eviction proceeding pursuant to this Declaration, the Association shall be entitled to apply the one-time fee collected through escrow to recover its costs and expenses. The Owner shall thereupon immediately reimburse the one-time fee to the Association in an amount equal to the sums thus applied. Upon termination of the Lease and notification to the Association of such termination, the one-time fee, or the balance thereof, if any, shall be refunded to the Owner without interest. As a condition to the Association's right to apply the one-time fee in the manner provided herein, the Association must give the Owner the notice and hearing rights specified in this Declaration and/or in the Bylaws.

4.4 Assignment of Rents. In the event of a default by the Owner in the payment of Assessments, late charges, fines, and collection costs, the Owner grants, conveys, and confers to the Association the right, power and authority to collect the rents from the Tenant and assigns such rents to the Association to be retained by the Association to pay such delinquent sums, which may include current Assessments. This assignment shall not become effective until after the Association has provided the Owner with notice and hearing rights specified in this Declaration and/or in the Bylaws. After complying with such notice and hearing procedures, the Association shall give written notice to the Tenant that all future rental payments shall be paid directly to the Association until the delinquent Assessment(s), fines, and collection costs are paid in full and, at the option of the Board, the Tenant may thereafter be required to deduct from rental payments paid to the Owner, the amount of the Assessment(s) due for each month and to pay that amount directly to the Association to be credited to the Owner's account.

A. Prior to any default in the payment of assessments, late charges, and fines, the Owner shall retain the right, power and authority to collect and retain all rents collected from the Lot.

B. The Association may exercise its right to collect rents through its Board, Manager, agents, attorneys, or through a receiver to be appointed by the Court.

4.5 Discipline of Tenants. Subject to Paragraph 4.6 below, in the event that any Tenant fails to honor the provisions of any Governing Document, the Association may, but shall not be obligated to, take such corrective action as it deems necessary or appropriate under the circumstances, which may include, but is not limited to suspension of the Tenant's privileges to use any recreational Common Facilities, or the imposition of fines and penalties against the Owner and/or Tenant.

Any fine or penalty levied pursuant to this Section shall be considered a Special Individual Assessment, but shall not be enforced by foreclosure of a lien. If a Special Individual Assessment is imposed as a result of the conduct of a Tenant, the Tenant agrees to be personally obligated for the payment of such assessments in the event the Owner fails to pay the assessments prior to the delinquency date. This provision, however, shall not be interpreted to release the Owner from any obligation, including the obligation to pay any duly imposed Special Individual Assessments for which such Owner would otherwise be responsible. Any Tenant charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Owner is entitled as provided in Section 4.6 below. Every Owner shall be responsible for assuring his or her Tenant's compliance with the Governing Documents.

4.6 Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Property or to preserve the rights of quiet enjoyment of other Owners and Residents, the Association shall have no right to initiate disciplinary action against an Owner or Tenant on account of the misconduct of the Tenant unless and until the following conditions have been satisfied:

A. The Owner has received written notice from the Board, Manager or authorized representative detailing the nature of the Tenant's alleged infraction or misconduct and advising the Owner of his or her right to a hearing on the matter. Such

written notice shall be deemed satisfied by sending it to the Owner's address, as it appears in the Association's records.

B. The Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, not less than ten (10) days from the date of the notice.

C. The Owner has failed to prevent or correct the Tenant's objectionable actions or misconduct, or evict the Tenant.

ARTICLE V

LEISURE VILLAGE ASSOCIATION INC.

5.1 Association Membership. One Membership shall be appurtenant to each Lot. Every Owner of a Lot shall be deemed a Member of the Association, except as described in this Declaration or the Bylaws. The Association shall have one class of Membership and the rights, duties, obligations and privileges of the Members shall be uniformly as set forth herein and in the Bylaws.

5.2 Transfer of Memberships. No Membership may be transferred, encumbered, pledged or alienated in any way, except upon the sale, transfer, or encumbrance of the Lot to which it is appurtenant and then only to the purchaser or transferee. In the case of a sale, inheritance, or other transfer, the Membership transfers automatically to the transferee upon recording of a deed evidencing transfer of title to the Lot. In the case of an encumbrance, Membership does not transfer to a Mortgagee until Recording of a foreclosure or deed in lieu thereof. Delegation of rights does not constitute a transfer of Membership. Any attempt to make a prohibited transfer is void. In the event any Owner should fail or refuse to transfer his or her Membership to the lawful purchaser or other transferee, the Association shall have the right to record the transfer upon its books and thereupon any Membership in the name of the transferor shall be null and void.

5.3 Voting Rights of Members. Each Membership shall be entitled to one vote in any Membership action, or to one vote for each vacancy to be filled in an election, as provided in the Bylaws. In no event shall more than one such vote per action, or per vacancy, be cast with respect to any Lot. Voting rights may be temporarily suspended, following the notice and hearing procedures herein or in the Bylaws, for non-payment of Assessments or other violations of the Governing Documents.

5.4 Powers and Authority of the Association.

A. Powers Generally. The Association shall have the power, and responsibility, to manage and maintain the Common Areas and to discharge the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a non-profit corporation organized under the laws of the State of California in the ownership and management of the Property and the discharge of its responsibilities hereunder for the benefit of its Members, subject only to such limitations upon the

exercise of such powers as are expressly set forth in the Governing Documents. The Association and Board shall have the power to do any and all lawful acts which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The Association shall have the power to establish, fix and levy Assessments against the Lots and to collect and enforce payment thereof in accordance with the provisions of this Declaration and applicable law. Specific powers and limitations of the Association shall be as set forth in the Bylaws.

B. Association's Limited Right of Entry. The Association, and/or its agents, shall have the limited right, when necessary, to enter any Lot to perform the Association's obligations under this Declaration, including: (i) exterior maintenance or repair obligations; (ii) obligations to enforce the Governing Documents; (iii) any obligations with respect to construction, maintenance and repair of adjacent Common Areas; or (iv) after ten (10) days' written notice, to make necessary repairs (including landscaping) to a Lot, Residence, or Exclusive Use Common Area (including the patio or yard area) that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, any property, health, or welfare of the Association or other Owners.

In case of an emergency originating in or threatening the Lot where entry is required, or any adjoining Lots or Common Areas, the Association's rights of entry hereunder shall be immediate and the entry and repair may be performed whether or not the Owner, Tenant, or Resident of the Lot is present. In all other situations, the Association or its agents shall furnish the Owner, and any Tenant or other Resident, with at least (twenty-four) 24 hours' written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry and shall make every reasonable effort to schedule and perform its entry and work in a manner that respects the privacy of the Resident(s). In no event shall the Association's right of entry, for non-emergency situations, be construed to permit the Association or its agents to enter any Lot without the Owner's express written permission.

C. Security

(1) Owners, Residents, and Invitees of a Lot are responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to enhance the level of safety or security which each person provides for himself and his property, but neither the Association nor any board member, Manager, agent or employee, shall in any way be considered an insurer or guarantor of safety or security within the Development, nor shall such parties be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(2) No representation or warranty is made that any systems or measures, including any mechanism, gate, or other system for limiting access to the Development, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or

protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing all Tenants, Residents and Invitees of its Lot that the Association, its Board and committees, are not insurers or guarantors of safety and security and that each person within the Development assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots and Residences, resulting from acts of third parties.

D. Enforcement of Association's Rights. The Association shall have the right to institute, defend, settle or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to the following:

- (1) Enforcement of the Governing Documents.
- (2) Damage to the Common Area.
- (3) Damage to the Lots that the Association is obligated to maintain or repair.
- (4) Damage to the Lots that arises out of, or is integrally related to, damage to the Common Area or Lots that the Association is obligated to maintain or repair.

5.5 Association Rules.

A. Rule-Making Power. The Board may, from time to time, propose, enact, amend, or repeal reasonable Rules and Regulations. Such Rules may concern, but are not limited to: (i) the management and use of the Common Area by Owners, Tenants, Residents, and Invitees; (ii) use of a Lot, including pets, conduct, and any aesthetic or architectural standards; (iii) discipline, including any procedure for conducting disciplinary proceedings and schedule(s) of monetary or other penalties for violation of the Governing Documents; (iv) standards and procedures for resolution of Assessment disputes, including for delinquent Assessment payment plans; (v) restrictions on the use and parking of vehicles within the Property; (vi) voting, elections, director qualifications and governance of the Association; and (vii) any other matter within the authority of the Association as provided in the Governing Documents.

B. Adoption and Amendment of Rules.

(1) Notice. The Board shall provide written notice to the Members of a proposed rule change, except for an emergency rule change, at least twenty-eight (28) days before making the rule change. The notice shall include the text of, and a description of the purpose and effect of, the proposed rule change.

(2) Adoption. A decision on a proposed rule change shall be made at a meeting of the Board, after consideration of any comments made by Members.

(3) Distribution of Rules. As soon as possible, but not more than (fifteen) 15 days, after making a rule change, the Board shall mail or otherwise deliver notice of the rule change to each Member and each Lot. If an emergency rule

change is made under paragraph (4), the notice shall include the text of the rule change, a description of the purpose and effect of the rule change, and the date that the rule change expires.

(4) Emergency Rule Change. If the Board determines that an immediate rule change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association, it may make an emergency rule change without prior notice to the Members. An emergency rule change is effective for 120 days, unless the rule change provides for a shorter effective period. An emergency rule change made may not be readopted.

C. Reversal of Rule Change.

(1) Five percent (5%) or more of the Members may call a special meeting of the Members to reverse a rule change (other than an emergency rule change) by delivering a written request to the President or Secretary not more than thirty (30) days after notice of the rule change. Upon receipt of such request, the Board shall either notice and hold a Membership meeting, or distribute a written ballot to each Member, in conformity with applicable law and the Bylaws, to vote on reversal of the rule change.

(2) Not more than fifteen (15) days after the close of voting, the Board shall mail or otherwise deliver notice of the results to each Member and each Lot.

(3) The rule change may be reversed by a majority of a quorum of Members present in person or by ballot at the meeting. If the rule change is reversed by this procedure, the rule change may not be readopted for one year after the date of the reversal; however, the Board may adopt a different rule on the same subject.

D. All Rules must be in writing. Any duly adopted Rule or amendment to the Rules shall become effective immediately following the date of adoption and distribution by the Board to the Owners and Tenants.

5.6 Breach of Rules or Restrictions. Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth in this Declaration.

5.7 Limitation on Liability of Association's Directors and Officers.

A. Claims Regarding Breach of Duty. No director, officer, committee member, Manager, employee, or other agent of the Association shall be personally liable to any of the Association's Members, or to any other party, including the Association, for any error, negligence, or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or under the Bylaws, provided that such director, officer, committee member, Manager, employee, or other agent of the Association has, upon the basis of such information as may be possessed by him/her, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

B. Other Claims Involving Tortious Acts and Property Damage. No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) and/or property damage as a result of the tortious act or omission of a volunteer director or officer of the Association shall recover damages from such director or officer if all of the following conditions are satisfied:

(1) The act or omission was performed within the scope of the volunteer director's or officer's Association duties;

(2) The act or omission was performed in good faith;

(3) The act or omission was not willful, wanton, or grossly negligent;

(4) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim was made one or more policies of insurance that include coverage for general liability of the Association in a sum not less than \$3,000,000 and individual liability of the officers and directors of the Association for negligent acts or omissions in their official capacities, with minimum coverage of insurance being not less than \$1,000,000.

(a) The reimbursement of actual expenses incurred by a director or officer in the execution of that person's Association duties shall not affect that person's status as a volunteer for the purposes of this section.

(b) The provisions of this paragraph B are intended to reflect the protections accorded to volunteer directors and officers of community associations under applicable law. In the event that any applicable law providing such liability protections is amended or superseded by another similar provision of the California statutes, this paragraph B shall be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor statutory provision.

ARTICLE VI

ASSESSMENTS

6.1 Covenant to Pay Assessments. Each Owner, by acceptance of the deed to the Owner's Lot, is deemed to covenant and agree to pay to the Association Regular, Special and Special Individual Assessments levied pursuant to the provisions of this Declaration. Each such Assessment shall be established and collected as hereinafter provided. The Owner may not waive or otherwise escape liability for these assessments by non-use of the Common Area or abandonment of the Owner's Lot.

A. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a debt and a personal obligation of the persons who were the Owners of the Lot at the time the Assessment was levied. Each Owner who acquires title to a Lot (whether at judicial sale, trustee's sale or otherwise) shall be personally liable only for Assessments attributable to the Lot so purchased which become due and payable after the date of such sale, and shall not be personally liable for delinquent Assessments of

prior Owners unless the new Owner expressly assumes the personal liability. Any unpaid Assessment of a previous Owner shall remain the debt of such previous Owner against whom assessed.

B. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Any lien for unpaid Assessments created pursuant to the provisions of this article may be subject to foreclosure as provided in this Declaration.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote, protect, enhance and maintain the recreation, health and welfare of the residents in the Development and for the improvement, maintenance, replacement, repair and operation of the Common Area and the improvements and personal property in the Common Area that are owned or maintained by the Association, as set forth in this Declaration, and to further any other purpose that is for the common benefit of the Owners in their use and enjoyment of the Development.

6.3 Regular Assessments.

A. Preparation of Annual Budget: Establishment of Regular Assessments. Not less than thirty (30) nor more than ninety (90) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the Common Facilities) by preparing and distributing to all Association Members a budget satisfying the requirements of the Bylaws and this Declaration. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this section, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the approval of eligible Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance with the Bylaws.

B. Establishment of Assessments; Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year, provided that, except as provided in this Declaration otherwise, the Board of Directors may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the Association's immediately preceding fiscal year without the vote or written assent of eligible Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association, conducted in accordance with applicable law.

C. Assessments to Address Emergency Situations. The requirement of a membership vote to approve Regular Assessment increases in excess of twenty percent (20%) of the previous year's Regular Assessment shall not apply to assessment increases necessary to address emergency situations. For purposes of this subparagraph (c), an "emergency situation" is defined by applicable law, and includes the following:

- (1) An extraordinary expense required by an order of a court.
- (2) An extraordinary expense necessary to repair or maintain the Common Areas, Common Facilities or any portion of the separate interests which the Association is obligated to maintain where a threat to personal safety is discovered.
- (3) An extraordinary expense necessary to repair or maintain the Common Areas, Common Facilities or any portion of the separate interests which the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to Paragraph A, above, provided that, prior to the imposition or collection of an assessment under this Subparagraph (3), the Board shall adopt a Resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Resolution shall be distributed to the Members together with the notice of assessment.

6.4 Mailing Notice of Assessment. The Board of Directors shall mail to each Owner at the street address of the Owner's Lot, or at such other address as the Owner may from time to time designate in writing to the Association, notice of any increase or decrease in the amount of the Regular or Special Assessments for the next succeeding fiscal year no less than thirty (30) days nor more than ninety (90) days prior to the increased assessment becoming due.

6.5 Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment shall be payable on the regular payment dates established by the Association.

6.6 Reserve Funds. Each annual regular assessment shall include a portion for reserves in such amounts as the Board in its discretion considers appropriate to meet the cost of the future repair, replacement, or additions to the major components of the Common Area Improvements and Common Facilities that the Association is obligated to maintain and repair. Reserve funds shall be deposited in a separate account and the signatures of at least two persons who shall either be Members of the Board, or one officer who is not a Member of the Board and a Member of the Board, shall be required to withdraw money from the reserve account. Except as provided below, no money shall be transferred from a reserve fund to the Association's general operating fund and reserve funds may not be expended for any purpose other than the repair, restoration, replacement, or maintenance of major components that the Association is obligated to maintain or as otherwise permitted by applicable law.

Notwithstanding the foregoing, 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, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed and describing when and how the money will be repaid to the reserve

fund. The transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except that the Board may, on the making of a finding supported by documentation that a temporary delay is in the best interest of the Association, temporarily delay the restoration. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to the reserve accounts, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by applicable law. This special assessment is subject to the limitations imposed by applicable law and the restrictions imposed herein. The Board may, at its discretion, extend the date the payment on the Special Assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of any unpaid special assessment.

When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the Members of the Association of that decision in the next available mailing to all Members pursuant to applicable law and of the availability of an accounting of those expenses. Unless the Governing Documents impose more stringent standards, the Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by Members at the Association's office.

6.7 Installment Payment of Assessments. The Regular Assessment levied against each Owner and his or her Lot shall be rounded to the nearest **dollar**. The Regular Assessments shall be due and payable in advance to the Association on the first day of each month. Installments of Regular Assessments shall be delinquent if not paid by the 15th day of the month in which the Assessment is due.

6.8 Allocation of Assessments. Regular and Special Assessments shall be allocated among, assessed against, and charged to each as follows:

(a) The Regular Assessment for each Lot shall be the sum of two amounts determined as follows:

(1) An equal charge to all Lots for which regular assessments are due and payable, sufficient to produce one-twelfth of one-half of the amount required to balance the approved annual budget.

(2) An equal amount per square foot or floor area charged to all Lots for which regular assessments are due and payable, sufficient to produce one-twelfth of one-half of the amount required to balance the approved annual budget. The floor area for this purpose shall include garages, but excludes patios and patio enclosures.

(3) In a Lot where more than one person resides, the Board shall levy an additional fee for the second person and for each additional person. Such fee represents the approximate costs incurred by the Association for the additional wear and tear of the Association's Common Area, as well as utility costs directly related to the use of same by additional residents. Such fee shall be determined in the sole discretion of the Board and will be due and payable beginning with the first day of the month following the start of residence of the additional person(s) and monthly thereafter.

6.9 Special Assessments.

A. Purposes for Which Special Assessments May Be Levied.

Subject to the membership approval requirements set forth in paragraph B below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots for the following purposes, among others:

(1) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then the Board of Directors shall levy and collect a Special Assessment, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(2) Capital Improvements. The Board may levy Special Assessments for capital improvements within the Common Area.

(3) Loan Repayments. The Board may levy Special Assessments to repay disaster loans or loans obtained for the purpose of repairing Common Area facilities or financing litigation.

(4) Litigation. The Board may levy Special Assessments to fund litigation.

B. Special Assessments Requiring Owner Approval. No Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year in which the Special Assessment(s) is levied shall be made without the vote or written assent of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association, provided that this membership approval requirement shall not apply to any Special Assessment levied to address "emergency situations" as defined above.

C. Special Assessments for purposes described in this Section shall be due as a separate debt of each Owner and a lien against his or her Lot.

6.10 Special Individual Assessments.

A. Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 6.9, above, the Board of Directors may impose Special Individual Assessments against an Owner in any of the following circumstances, after the Owner has been given the notice and hearing rights to which the Owner is entitled, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Governing Documents.

(1) Damage to Common Area or Common Facilities. If any damage or destruction of any portion of the Development is caused by the willful misconduct or negligent act or omission of any Owner, Tenant, or Resident, or any Invitee, servant, or employee thereof, which causes the Association to incur any costs

and expenses to repair, all such costs and expenses incurred in connection therewith shall be assessed and charged solely to and against such Lot as a Special Individual Assessment.

(2) Expenses Incurred in Gaining Member Compliance. If the Association incurs any costs or expenses to (a) obtain the compliance with any provision of the Governing Documents (including to remedy any noncompliance) of a Lot's Owner Tenant, Resident, or Invitee, and/or the Lot itself, or to (b) accomplish any repair, maintenance or replacement to any portion of the Property that the Owner is responsible to maintain but has failed to undertake or complete after at least fifteen (15) days written notice, the amount incurred by the Association (including without limitation fines and penalties, accounting fees, management fees, court costs and reasonable attorney's fees, including those incurred prior to filing a lawsuit) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(3) Attorney's Fees. Any reasonable attorney's fees and costs incurred by the Association in the enforcement of the Governing Documents with respect to a Lot, or its Owner, Tenant, Resident or Invitee, or to determine the rights or duties of a Member under the Governing Documents, may be levied against that Member as a Special Individual Assessment which may be collected in any manner provided for by the Governing Documents or by law.

B. Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied, notice of such Special Individual Assessment shall be mailed to the affected Owner(s) and shall thereafter be due as a separate debt of the Owner(s) payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment, or within such other time period as the Board may determine.

6.11 Association Fee/Deposit.

(a) Every Owner shall deposit with the Association an amount equal to one (1) month Regular Assessment applicable to his or her Lot for the fiscal year during which the escrow for the purchase of his or her Lot closes. Such amount shall be paid by each owner through the escrow for the purchase of his or her Lot. If an Owner fails to pay any assessment required hereunder, or otherwise fails to comply with any of the provisions of this Declaration, the Association may use, apply or retain all or any portion of said amount of the payment of an assessment in default or for the payment of any other costs which the Association may incur by reason of the Owner's default. If the Association so uses or applies all or any portion of said amount as a result of the Owner's default, the Owner shall within ten (10) days after written demand therefor deposit funds with the Association in an amount sufficient to restore said deposit to the full amount originally required. The amount of said deposit shall not be refundable by the Association, but shall be transferable by an Owner to a purchaser of his or her Lot.

(b) Amounts deposited under this provision may also be used by the Association, upon a majority vote of Owners for expenses which would otherwise be paid by Regular, Special or Emergency Assessments, provided, however, that a

reasonable amount shall be retained hereunder at all times to protect the Association against defaults by Owners.

6.12 Maintenance of Assessment Funds. All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more insured checking or savings accounts in a bank or savings and loan association selected by the Board of Directors. In addition, the Board shall be entitled to make prudent investment of reserve funds in insured certificates of deposit, **short-term federal government backed investments** or similar investments consistent with the investment standards normally observed by trustees.

6.13 Collection of Assessments; Enforcement of Liens.

A. Delinquent Assessments. If any installment payment of a Regular Assessment or lump sum or installment payment of any Special Assessment or Special Individual Assessment assessed to any Owner is not paid within fifteen (15) days after the same becomes due, such payment shall be delinquent and may, at the Board's election, bear interest at the rate of twelve percent (12%) per annum, or any other percentage provided by law, beginning thirty (30) days after the due date until the same is paid. In addition to the accrual of interest, the Board of Directors is authorized and empowered to impose a late charge for any delinquent Assessments not exceeding ten percent ten percent (10%) of the delinquent assessment or \$10.00, whichever is greater, or such other amount as provided by law.

B. Effect of Nonpayment of Assessments.

(1) Creation and Imposition of a Lien for Delinquent Assessments. As more particularly provided by applicable law, the amount of any delinquent Regular Assessment, Special Assessment, Special Individual Assessment (pursuant to Section 6.13 of this Article), or Emergency Assessment, together with any late charges, interest and costs (including reasonable attorney's fees) shall become a lien upon the Lot of the Owner so assessed when the Association causes to be recorded, in the Office of the County Recorder, a Notice of Delinquent Assessment (or equivalent) executed by the Board or a representative of the Association authorized by the Board. The Association shall record the lien in accordance with and pursuant to applicable statutory law.

(2) Remedies Available to the Association to Collect Assessments. After the expiration of the statutory time period, prescribed by applicable law, following the recording of Notice of Delinquent Assessment, the Association may initiate legal action against the Owner personally obligated to pay the delinquent Assessment for a money judgment and/or foreclosure of said lien against the Owner's Lot, or accept a deed in lieu of foreclosure, in a manner consistent with applicable statutory law. Foreclosure by the Association of said lien may be by judicial or non-judicial foreclosure.

6.14 Limitation on Right to Lien Lots for Special Individual Assessments. A Special Individual Assessment imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Areas and Common Facilities for which the Owner, or his or her Tenants,

Residents, or Invitees were responsible may become a lien against the Lot enforceable by the sale of the Lot pursuant to applicable law. However, other Special Individual Assessments imposed by the Association pursuant to Section 6.10A(2), as a disciplinary measure for failure to comply with the Governing Documents, such as for fines, levied pursuant to this Declaration and/or applicable law, except for late payment penalties for delinquent Assessments, may not be characterized nor treated as an Assessment that may become a lien against the Lot that is enforceable by sale pursuant to applicable law. However, any amount due and owing to the Association for any reason, having remained unpaid for ninety (90) days or more may cause the responsible Owner to lose status as a "member in good standing" and all rights and privileges pertaining to being a "member in good standing" may be suspended, in the sole discretion of the Board. Special Individual Assessments relating to delinquent Assessments shall be subject to imposition of a lien and enforceable through foreclosure or sale under a power of sale for failure of an Owner to pay such Assessment, all as more particularly provided herein.

6.15 Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area or Common Facilities, abandonment of the Owner's Lot or otherwise may avoid the burdens and obligations imposed on such Owner by the Governing Documents, including, without limitation, the payment of Assessments levied against the Owner and his or her Lot pursuant to this Declaration.

6.16 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Association is not properly exercising its duties and powers as provided in this Declaration; (ii) a Member has made or elects to make no use of the Common Areas; or (iii) any construction or maintenance performed or not performed by the Association shall in any way postpone Assessments or entitle a Member to claim any such offset or reduction.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 Generally. No Improvement of any kind shall be erected, commenced, or maintained within the Property, nor shall any exterior or structural addition, change or alteration be made in or to any portion of the Common Area, any Residence, Lot, or Exclusive Use Common Area, without the prior written approval of the Association as provided herein.

7.2 Interior Improvements. No interior Improvement to any Residence involving structural or mechanical components of the building, other than non-load-bearing interior walls, shall be commenced without the prior written approval of the Association as provided herein. Under no circumstances shall any Owner undertake any activity or work that will affect the exterior appearance, structural soundness, mechanical systems, or integrity of the Owner's, or any other, Residence, Lot, or Common Area, nor impair any easement. No Owner shall undertake the joining of adjacent Residences.

7.3 Architectural Guidelines. The Board may adopt, amend and repeal, under the procedures set forth in Section 5.5 hereof, rules and regulations to be known as Architectural Guidelines. Said Guidelines shall interpret and implement the provisions of this Declaration by setting forth particular standards and procedures for review and approval of proposed Improvements; guidelines for architectural design; placement of any Improvement; color schemes; exterior finishes; materials; and similar features, which are approved for use within the Property. Said Guidelines shall not conflict with, nor be in derogation of, the standards required by this Declaration.

7.4 Review by Board or Committee. In accordance with the Bylaws, the Board may appoint an Architectural Review Committee ("ARC"), consisting of at least three (3) Members in Good Standing, to review proposed Improvements. Members of the ARC shall serve for a three (3) year term, unless removed earlier therefrom by resignation, disqualification, or the vote of a majority of the Board. If the Board does not appoint an ARC, the Board shall exercise the Association's review authority as described herein.

A. Compensation of ARC Members. Unless the members of the ARC are professional consultants hired to perform review services, the members of the ARC shall receive no compensation for services rendered, other than reimbursement for actual expenses incurred by them in the performance of their duties hereunder. In no event may a director or officer of the Association receive compensation for service on the ARC, notwithstanding any professional qualifications he or she may possess.

B. Meetings of the ARC. The ARC shall meet as necessary to perform its duties hereunder, in accordance with any provisions of the Governing Documents governing committee functions. The ARC may from time to time, in accordance with such provisions of the Governing Documents and subject to the Board's direction, designate an ARC member to perform any delegated actions or duties of the ARC, except the approval of requests or the granting of variances. In the absence of such delegations, the vote or written consent of a majority of the ARC shall constitute an act of the ARC.

7.5 Submission of Plans. A Member proposing an Improvement shall submit a written request in accordance with this Declaration and any Guidelines, together with plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same. The Board or ARC may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Said requests and plans may be submitted by personal delivery, or certified mail, to the Architectural Committee or General Manager. The term "plans and specifications" as used in this Article may include:

(1) A plot plan, which indicates: (a) the size of the Lot; (b) Lot contour lines; (c) the location of all existing and proposed Improvements; (d) setbacks from Lot lines of all existing and proposed Improvements; (e) the proposed drainage plan for the Lot, as improved; (f) the location of all trees and vegetation which are to be removed as part of the construction plan; and (g) the location of all proposed utility installations.

(2) A set of plans showing all: (a) elevations (including foundation); (b) floor plans; (c) location of all heating and/or cooling equipment; (d) decking; (e) screening devices; and (f) retaining walls.

(3) Description of exterior materials (if not included with above plans) and samples of roofing material and exterior colors, if appropriate.

(4) A complete landscape plan which includes the names, location, and sizes of all proposed trees, shrubbery, and lawn area(s), identifies any trees scheduled for removal, and describes the Owner's plans for replanting trees and vegetation and for stabilizing slopes during and after construction.

(5) The Owner's proposed construction schedule. If the contemplated Improvement project is of a nature that does not merit extensive plans and specifications, the ARC may (but shall not be obligated to) waive or modify any of the above plan and specification requirements upon receipt of a written request from the applicant to do so.

7.6 Review and Decision. The ARC shall fairly, reasonably and expeditiously render decisions regarding Members' requests for approval, after consideration of compliance with the Declaration and Guidelines, quality of workmanship and materials, aesthetic appearance, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation.

A. All decisions regarding proposed Improvements shall be in writing. In the event the ARC fails to approve or disapprove a request within forty-five (45) days after said plans and specifications have been submitted, the request shall be deemed denied. Under such circumstances, the written request may be resubmitted to the Board.

B. The ARC may condition its approval of proposals or plans and specifications for any improvement: (1) upon the Member furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Common Area as a result of such work; (2) on such changes to the request and/or plans and specifications as it deems appropriate; (3) upon the Member's agreement to grant appropriate rights of entry to the Association for the maintenance of Improvements; (4) upon the Member's agreement to reimburse the Association for any increase in Common Expenses as a result of such Improvement; (5) upon the Member's agreement to install (at its sole cost) water, gas, electrical, or other utility meters to measure any increased consumption; or (6) upon the Member's agreement to complete the proposed work within a stated period of time.

C. The ARC shall approve a request if it deems: (i) that the installation, construction, alterations or additions contemplated thereby in the locations indicated are of a quality of workmanship and materials as similar Improvements to the Properties, will not be detrimental to the appearance of the surrounding area of the Properties as a whole and will not interfere with the reasonable enjoyment of any other Owners or his or her property; (ii) that the appearance of any structure affected thereby will be in harmony with the external design of surrounding structures, including size, and with the

natural topography and landscaping within the Properties, considering the location of the proposed Improvement with respect to topography and other structures and finished grade elevation, the nature of other Improvements in the area, other land uses in the area, the adequacy of site dimensions and all other criteria which, in the opinion of the ARC, should be evaluated in making such determination; (iii) that the installation or construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Area or the enjoyment thereof by the Members; and (v) the proposed system and drainage pattern are designed to recognize water conservation on all Lots.

D. If a request is disapproved, the written decision reflecting same shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration or appeal of the decision by the Board. Appeals from decisions of the ARC may be made to the Board, who must hear the appeal and either affirm, reverse or modify the decision at an open meeting. An appeal must be submitted in writing not more than thirty (30) days following the final decision of the ARC. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. This does not require reconsideration of a decision made by the Board or a body/committee that has the same membership as the Board. The Rules or Guidelines may include additional fair, reasonable and expeditious procedures to process appeals.

7.7 Inspection of Work. The ARC may at any time inspect any work for which approval is required under this Article, and may require any Owner to take such action as may be necessary to remedy any noncompliance with the approved plans or with the requirements of this Declaration.

7.8 Enforcement. In the event of an architectural violation, the Board shall have the right to suspend the right to use Common Facilities, suspend the Member's voting rights, and levy fines against the Member (or Tenant, if applicable), after notice and the opportunity to be heard is provided. The Board may also pursue such legal remedies as the Board deems appropriate, including, but not limited to, an action for a temporary restraining order and/or injunction to compel the Member (or Tenant) to bring its Lot into compliance with the Governing Documents, including architectural decisions made by the ARC pursuant to this Section. The Association shall have no duty to identify architectural violations, and any failure of the Association, its Board, its officers, its Manager or any agent or employee to detect and identify an architectural violation shall not operate to waive the Association's rights or remedies with respect to any such violation, unless (1) the Board or Manager shall have been notified in writing of the violation and (2) no remedial or enforcement action shall have been taken by the Association within five (5) years following such notice, except as otherwise provided by law.

7.9 Variances. The Board, in its sole discretion, shall be entitled to allow reasonable variances from these requirements in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships.

7.10 Limitation on Liability. Neither the Association, Board, ARC, if any, nor any member thereof, shall be liable to any Member (or Tenant) for any damage, loss or prejudice suffered or claimed on account of any mistakes in judgment, negligence or nonfeasance in connection with the approval or disapproval of any plans, drawings and

specifications, whether or not defective, or the construction or performance of any Improvement, whether or not pursuant to approved plans, drawings or specifications.

7.11 Compliance With Governmental Regulations. Review and approval of any requests, proposals, plans or other submittals pertaining to Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Member who desires to construct, install or modify the Improvement.

7.12 No Waiver of Future Approvals. The approval of the ARC or Board in any matter described in this Article shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar matter subsequently submitted for approval.

ARTICLE VIII

RESTRICTIONS ON USE OF LOTS AND COMMON AREA

In addition to the restrictions established by law and the Rules, which are not inconsistent with this Declaration, the following restrictions are hereby imposed upon the use of Lots, Common Areas, and Exclusive Use Common Areas within the Property.

8.1 Residential Use. The Lots, Residences, and Exclusive Use Common Areas are restricted to Residential Use except as provided herein.

8.2 Business Activities. No Owner shall conduct any business or commercial activities of any kind whatsoever in any Lot, Residence, garage, Exclusive Use Common Areas, or Common Areas without the written approval of the Board. No restrictions contained herein shall be interpreted to prohibit any Owner or Tenant from maintaining a home office, nor from conducting any other activities within the Lot otherwise compatible with Residential Use and the provisions of this Declaration which are permitted under applicable zoning laws, and health ordinances, resolutions, Rules and Regulations of the County of Ventura without the necessity of a special use permit or governmental authorization, unless other Residents are disturbed by an unreasonable number of visitors to the Property, excessive noise, or additional traffic, and provided further there shall be no signs advertising their home office.

8.3 Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried on or conducted within the Property, including within any Residence, nor shall anything be done within the Property which is, or could become, an unreasonable annoyance or nuisance to other Residents, nor otherwise interfere with the quiet enjoyment of the Property by other Residents. Without limiting the foregoing, no Owner shall permit unreasonable noise to emanate from their Lot or from activities within the Common Area, which would unreasonably disturb any other Resident's enjoyment of his or her Residence or the Common Area.

8.4 Behavior of Persons on the Property. Each Owner and Tenant of a Lot shall be accountable for the conduct and behavior of all Residents and Invitees of such Owner or Tenant, and shall be liable to the Association and to other Owners, Residents, and Invitees, for any property damage or nuisance caused by such persons.

8.5 Damage to Common Area. No Owner, Tenant, Resident, Invitee, or contractor employed by anyone other than the Board may make any Improvement to the Common Area, nor remove or alter any furnishings, structures, improvements or landscaping materials therein. The Common Area shall not be obstructed by any person. Each Owner shall be liable to the remaining Owners for any damage to the Common Area that may be sustained by reason of the negligent or willful conduct of said Owner, or that Owner's family members, contract purchasers, Tenants, Residents, or Invitees. Each Owner, by acceptance of his or her deed, agrees personally and for family members, contract purchasers, Tenants, Residents, and Invitees, to indemnify each and every other Owner, and to hold every other Owner harmless from, and to defend him or her against any claim of any person for personal injury or property damage occurring within the Lot or Exclusive Use Common Area of the Owner, except to the extent that the injury or damage occurred by reason of the willful or negligent act or omission of the Association or of an Owner, Tenant, Resident, or Invitee of another Lot.

8.6 Activities Affecting Insurance. Nothing shall be done or kept within any Lot, Exclusive Use Common Area, or the Common Area which will increase the rate of insurance on any policy maintained by the Association without the prior written consent of the Association and no Owner shall permit anything to be done or kept within his or her Lot, Exclusive Use Common Area, or the Common Area which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Lot or any part of the Common Area.

8.7 Pets. No animals of any kind shall be raised, bred or kept in any Lot or Common Area, except that domesticated dogs, cats, birds in cages, aquatic animals in an aquarium, or other animal(s) may be kept in a Lot as allowed by the City of Camarillo, Municipal Code, and provided they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. Notwithstanding the foregoing, no animals may be kept in the Development which result in an annoyance or nuisance, or which are threatening or obnoxious to Residents. The Board, in its sole discretion, shall have the right to determine what are reasonable numbers and what constitutes a threat or nuisance. Pet owners shall be responsible for the prompt disposal of wastes deposited by their pets in the Property. Every Owner shall be liable for any damage, nuisance, or unreasonable noise or odors, caused to any person or property by any animals brought or kept upon the Property by any other Owner, Resident, Tenant, or Invitee of his or her Lot.

A. Leash Required. No Owner, Tenant, Resident or Invitee who possesses a dog or other animal shall permit, allow, or cause the animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon any part of the Common Area, unless it is restrained by a substantial leash and under the control of a person responsible for and capable of controlling the animal.

B. Dangerous Animals.

Notwithstanding the foregoing, no domestic dogs or other animals shall be within the Common Area that are deemed by the Board, in its sole discretion, to be vicious or potentially dangerous. All vicious and potentially dangerous animals must be kept indoors or in a securely fenced area within the Lot from which it cannot escape,

and into which children or other individuals cannot trespass, and muzzled when within the Common Area. An animal shall be deemed "vicious" for purposes of this Section if, when unprovoked: (i) it has bitten a person (however, an animal may be vicious even though it is not proven to have bitten any person); (ii) in an aggressive manner, it inflicts severe injury on or kills a human being or other animal; or (iii) it is previously determined to be and currently listed as a potentially dangerous animal (as determined by the Board or governmental authority) and, after its owner or keeper has been notified of this determination, after notice and hearing rights provided in this Declaration, it continues to engage in behavior deemed potentially dangerous. For purposes of determining if an animal is "vicious," "severe injury" means any physical injury to a human being that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

8.8 Garbage and Unsightly Items. No rubbish, trash, or garbage shall be allowed to accumulate within or outside of any Lot. No Owner or Tenant shall allow an accumulation of trash, debris, paper, or other items which would create a fire, safety, or health hazard, including any infestation of vermin, contamination by noxious substance or biohazard, obnoxious odors or related nuisance. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Property to a public dump or trash collection area by the Owner or Tenant at his or her expense. The placement, maintenance and location of refuse containers, wood piles, storage sheds, including containers, machinery and equipment shall be subject to rules and regulations adopted by the Board of Directors.

8.9 Temporary Structures. No structure of a temporary character, trailer, mobilehome, camper, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a Residence, either temporarily or permanently.

8.10 Storage. There shall be no storage of personal property within the Common Areas without the prior written permission of the Board. Storage of personal property shall be within a Lot, or within designated storage areas. The Board may regulate storage in designated storage areas, subject to conditions determined by the Board and included in the Rules. Absolutely no hazardous materials shall be stored within the Development, including without limitation any explosives, ammunition, accelerants, corrosives, or biohazard, which either by its nature or by unreasonable accumulation thereof may result in a threat to health or safety of persons or property in the Development.

8.11 Clotheslines. No exterior clothesline shall be erected or maintained, and there shall be no drying or laundering of clothes, in the Common Area, or directly attached to any structures, walls or awnings within the Lot or Exclusive Use Common Area. Exterior clotheslines and drying racks may be used in the back Exclusive Use Common Area portion of Lots, subject to reasonable rules and regulations that may be adopted by the Board of Directors.

8.12 Window Covers. Only curtains, drapes, blinds, shutters, and shades may be installed as interior window covers. No window shall be covered, on the interior or exterior, by tint, paint, foil, sheets or similar items. The Board may adopt rules regulating the type, color and design of window covers.

8.13 Signs

A. Commercial Signs. No advertising signs or billboards shall be displayed on any building containing Residences nor posted within or upon any portion of the Common Area, except that Owners may display one sign which advertises their Lots "For Rent," "For Lease", "For Sale", or "For Exchange" or advertise directions to the Lot on a common sign post to be reasonably located in plain view of the public. The sign shall be of reasonable dimensions and design.

B. Noncommercial Signs.

(1) Noncommercial signs, posters, flags, or banners may be posted or displayed on or in an Owner's Lot, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.

(2) For purposes of this section, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the window, door, or outside wall of the Residence, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

(3) Noncommercial signs and posters may not be more than nine (9) square feet in size and noncommercial flags or banners may not be more than fifteen (15) square feet in size.

C. The Board may adopt reasonable rules and regulations governing placement and display of signs consistent with the law and this Declaration.

8.14 Antennas, Solar Energy Systems, and Similar Devices. In order to ensure adequate aesthetic controls and to maintain the general attractive appearance of the Property, Owners and Tenants shall follow established guidelines, consistent with current law, on the installation and maintenance of any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes, on or about the roof or exterior of any building or on any Common Area within the Property. The Board may establish guidelines on the placement of satellite dishes and solar energy systems on Lots which are consistent with applicable law.

8.15 Parking and Vehicle Restrictions. Owners, Tenants, and Residents shall park in their garages, driveways or, to the extent possible, streets immediately adjacent to their Lot. In addition, the following parking and vehicle restrictions shall apply within the Property:

A. The Board shall have the authority to make reasonable rules and restrictions regarding parking, use, washing, and maintenance of vehicles within the Property as may be deemed prudent and appropriate. The Board shall have the authority to tow, at the Owner's expense, any vehicle parked or stored in violation of any restriction in this Section or any parking or vehicle Rules adopted by the Board. The

Board shall post such notices or signs within the Common Area as may be required by law to effectuate this towing provision.

B. No boat, trailer, house trailer, motor home, camper, bus, truck exceeding 1 ton gross axel weight weight rating, or other commercial or recreational vehicle shall be parked, except temporarily, or stored in any open area, Common Area, Exclusive Use Common Area, street, driveway, roadway, or guest parking area, other than any such area specifically designated for the parking of such vehicles, except as permitted in writing by the Board. No motor vehicle shall be dismantled, repaired, painted or restored upon any portion of the Development which is visible from the streets or roadways surrounding the Development, except for emergency work needed to move the vehicle to an appropriate repair facility. Temporary parking shall mean parking of vehicles belonging to Invitees, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services and parking of vehicles belonging to or being used by Owners for loading or unloading purposes.

C. The parking of commercial, recreational, and oversized vehicles must conform at all times to local governmental laws and ordinances.

8.16 Sports Apparatus. No basketball standards or fixed sports apparatus shall be attached to any Residence or garage, nor erected in any Exclusive Use Common Area.

8.17 Oil and Mineral Rights. No oil, mineral, or water drilling, development operations, refining, quarrying, or mining operations of any kind shall be permitted upon or in the Property nor, subsequent to the recording of this Declaration, shall wells, tanks, tunnels, or excavations or shafts be installed upon the surface of the Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Property.

8.18 Drainage. As used herein, the term "drainage pattern and system" includes, but is not necessarily limited to, underground drain pipes, area drains, gutters, downspouts, berms, swales, and other drainage facilities and above or below ground patterns of drainage over or through Lots and roofs from and to adjoining properties and improvements. Each Owner with respect to his Residence and the Association with respect to the Common Area shall have the right to use the established drainage pattern and system for the purpose of draining their respective Lots and Improvements thereon; provided that such right of drainage shall not include the right to discharge noxious or offensive matter. Water from any Lot and the Improvements thereon may drain or flow into adjacent streets. Water shall not be allowed to drain or flow onto adjacent Lots except to the extent provided for by the natural drainage contour and/or the established drainage pattern and system. All slopes or terraces on any Lot shall be maintained as provided herein so as to prevent the modification or erosion of the established drainage patterns and system and to prevent any erosion of the Lot upon adjacent streets or adjoining property. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken on any slope area or any other area within the Property which might damage or interfere with established slope ratios, drainage facilities or systems or create erosion or settling problems. Any drainage patterns and systems which are not maintained by the Association shall be

maintained by the Lot Owner in a neat, orderly, safe and sanitary condition and in such a manner as to facilitate the orderly discharge of water.

8.19 Variances. Upon application by any Owner, the Board shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article, if specific application of the restriction will, in the sole discretion of the Board, either deny a substantial right of the affected Owner or Tenant, or cause an undue hardship to the affected Owner or Tenant, or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

8.20 Airport in Vicinity. This project is presently located in the vicinity of airport(s), within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances of inconveniences associated with proximity to airport operations (for example: noise, vibrations or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

ARTICLE IX

MAINTENANCE RESPONSIBILITIES

9.1 Association's Responsibilities. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area and Common Facilities, as required by applicable law, and to keep the same in good order and repair. No person other than the Association or its duly authorized representatives 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. The Association's maintenance, repair and replacement obligations, which may differ from any applicable law, are specifically set forth, in detail, in the Maintenance Responsibility Matrix, attached hereto as **Exhibit "C"** and incorporated by this reference. In the event of any ambiguities or conflicts regarding maintenance, repair or upkeep obligations, the Maintenance Responsibility Matrix shall control. Without limiting the foregoing, the Association shall be responsible for:

A. The maintenance, reconstruction, replacement, or refinishing of any Common Facility or other Common Area Improvements, including sewer, water, telephone, plumbing and electrical lines located under or within the Common Area.

B. The maintenance, construction, reconstruction, replacement, refinishing of any road, driveway, or surface upon any portion of Common Area.

C. The maintenance, replacement and planting of Common Area landscaping, trees, shrubs, ground covering and other vegetation, and the maintenance and replacement of Common Area irrigation equipment, debris-detention basins and utilities. Any natural slope areas within the Common Area shall be maintained in a natural condition and in such a manner as to prevent noxious or dangerous weeds, sagebrush, chaparral or any other brush or weeds from such growth as to become, when dry, a fire menace or public nuisance.

D. The placement, maintenance and replacement of such signs as the Board may deem necessary for the identification of the Development, the regulation of traffic or parking, the regulation and use of Common Area and Common Facilities and for the health, welfare and safety of Owners, tenants and guests.

E. Repair and maintenance of the Common Area occasioned by the presence of wood-destroying pests or organisms.

F. The acquisition, provision and or payment of water, sewer, garbage disposal, refuse pickup, electrical, telephone, gas and other necessary utility services for the Common Area and (if not separately metered or charged) the Lots.

G. The maintenance of (but not repair or replacement, except as specifically provided herein) any Maintenance Area, including, without limitation, the Maintenance Areas established in this subsection. Without limitation, the Association, acting through the Board, shall:

(1) Maintain, repair and replace the roof covering each Residence as originally constructed, or as may be further improved or modified by or with the consent of the Association, in good condition and repair and in such a manner as to place each such roof in an attractive, neat and orderly condition (including repair or replacement of the roof if required because of normal wear, tear or deterioration);

(2) Maintain the exteriors of each Residence, including exterior building surfaces, pursuant to the Maintenance Responsibility Matrix, attached hereto as Exhibit "C" and incorporated by this reference;

(3) To the extent not covered by insurance carried by the Association, the cost of any of the maintenance services required to be performed by the Association under this Section which are caused by earthquake, fire, acts of God, riot, civil disturbance, or by any other cause, except ordinary wear, tear, deterioration, or the negligence or willful misconduct of the Association in the performance or non-performance of its duties, shall be borne by the Lot Owner.

(4) The costs of any maintenance services required to be performed by the Association under this Section caused by the negligence or willful misconduct of any Owner, or his Lot's Residents, Tenants, Invitees, or contract purchasers, shall be borne entirely by such Owner.

9.2 Owner Maintenance, Repair and Replacement Responsibilities.

A. Each Owner of a Lot shall be responsible for the maintenance, repair, and upkeep of his or her Lot and Residence, except as the Association may be responsible for exterior maintenance and repair, in a clean, sanitary and attractive condition and good state of repair. No Improvements (including but not limited to Residences, garages, carports, walls and fences) shall be permitted to fall into disrepair and all Improvements shall at all times be kept in good condition and repair. In addition, each Owner shall have the responsibility to maintain, repair and replace his or her Residence, including the structure, walls, windows, glass, ceiling, floors, foundation, slabs, fixtures and appurtenances thereto, in a safe, clean, sanitary and attractive

condition. Each Owner has the right, at his or her sole cost and expense, to paint, tile, finish, alter, substitute, add, or remove any fixtures within such Owner's Residence; however, no Owner may interfere with or damage any Common Area, Maintenance Area, or otherwise impair the structural integrity of the building in which the Residence is located, or interfere with the use and enjoyment of the Common Areas or the Lots or any other part of the Development.

In addition, each Owner shall be responsible for the maintenance of any and all Exclusive Use Common Areas appurtenant to his or her Lot, including the Patio or Yard Area, in a clean, sanitary, workable, and attractive condition, as set forth in applicable law.

Each Owner's maintenance, repair and replacement obligations, which may differ from any such applicable law, are specifically set forth, in detail, in the Maintenance Responsibility Matrix (**Exhibit "C"**). In the event of any ambiguities or conflicts in regards to maintenance, repair or upkeep obligations, the Maintenance Responsibility Matrix shall control.

B. Each Owner shall be responsible for maintaining in an open and unobstructed condition all sewer and drainage pipes and lines serving only his or her Lot. If the Association is called upon by an Owner to investigate a stoppage or leak, the origin of which is unknown, the Association's plumber shall determine whether the repair or replacement involves a portion of the plumbing or sewer lines required to be maintained by an individual Owner. If it is, the Owner agrees to reimburse the Association for the expense within thirty (30) days. If the Owner fails to reimburse the Association, the expense may be levied against the Owner as a Special Individual Assessment, which may be subject to collection procedures set forth herein.

C. Owners shall be responsible for the cost to repair any damage to any property, including property which is Common Area or which is part of or appurtenant to another Lot, which is caused by any component within and/or servicing his or her Lot, whether or not said damage was foreseeable to occur.

D. No brush, weeds, undergrowth, rubbish or debris of any kind or character shall ever be placed or permitted to grow or accumulate upon any Lot or Exclusive Use Common Area, so as to render said premises a fire hazard, unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity or the Residents thereof.

E. No Owner or Resident shall alter or obstruct a natural drainage course, or materially add to the natural water volume of said drainage course without making adequate provisions with respect to neighboring Lots and Common Areas. Any such alterations, obstructions, or additions to water volume shall be subject to prior review and approval by the Architectural Review Committee.

F. To the extent not covered by insurance carried by the Association, the cost of any of the maintenance services required to be performed by the Association under this Section which are caused by earthquake, fire, acts of God, riot, civil disturbance, or by any other cause, except ordinary wear, tear, deterioration, or the

negligence or willful misconduct of the Association in the performance or non-performance of its duties, shall be borne by the Lot Owner.

G. The costs of any maintenance services required to be performed by the Association under Section 9.1 above, which are caused by the negligence or willful misconduct of any Owner, or his Lot's Residents, Tenants, Invitees, or contract purchasers, shall be borne entirely by such Owner.

9.3 Obligation To Permit Entry by Association and Adjacent Owners. Each Owner shall be obligated to permit the Owners or representatives of adjacent Lots to enter the Owner's Lot for purposes of performing installations, alterations, maintenance or repairs to utilities, mechanical or electrical services, including installation of television antennas and related cables, which are reasonably necessary for the use and enjoyment of the adjacent Lot, provided that requests for entry are made at least twenty-four (24) hours in advance and that entry is at a time convenient to the Owner whose Lot is being entered, except in the event of an emergency when no notice shall be required. Each Owner shall also honor the right of the Association and its agents to enter his or her Lot as provided in this Declaration for maintenance, repairs and/or to gain compliance with this Declaration.

9.4 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

9.5 Non-Responsibility for Consequential Damages / Mold Remediation / Reconstruction. Except for damages for which the Association has insurance, neither the Association nor its Board of Directors, officers, manager or its employees or agents shall be liable to any Owner, or any other person, for injury, damage or loss to any Owner or Owners' property, or any other persons or property, in the Properties resulting from any casualty. Casualties, include but are not limited to, damage from any water, rain, dust, sand, or any other element which may leak or flow from outside of any Lot or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause. This Section shall apply provided the Association, such Board Members or other persons have, upon the basis of such information as may be possessed by them, acted in good faith, and without willful or intentional misconduct. The Association's Non-Responsibility for Consequential Damages, as herein stated, includes, but is not limited to, fixtures, cabinets, paint, wall coverings, window coverings and floor coverings, costs necessary to test for the presence of mold, abate the same, and reconstruct Lots damaged by said damages.

9.6. Party Walls. Each wall or fence which is built as a part of the original construction of the Residences within the Properties and placed on the dividing line between the Lots shall constitute a party wall, also known as divider fences, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property repair and damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut against the property line dividing the Lots from the bottom of the foundation over the full length and height of any structure or wall.

A. Use of Party Wall. Owners whose Lots are separated by a party wall shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his or her side. Neither such Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and the other adjoining Owner shall contribute to the cost of restoration thereof in equal proportion to such use without prejudice, however, subject to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Article, to the extent that any such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be damaged shall bear the whole cost of repairing the wall. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. All modifications and alterations of a party wall will require Architectural approval as set forth in Article VII, herein, and may require permits by the City of Camarillo, which the Owners implementing the alterations are responsible to obtain and present same to the Association.

C. Party Wall Easements. In all cases where a structural wall or fence constituting a common wall or fence for two Residences is located upon the dividing line between adjacent Lots, the Owner of said adjoining Lot shall have reciprocal mutual nonexclusive easements for the maintenance of said wall or fence, the reconstruction of said wall or fence in the event of the partial or total destruction of same, drainage associated with said wall, and an easement to accommodate the foundation as depicted in the original design, plans and specifications which were the basis for the original construction of the Residence or Residences on said Lot or Lots.

ARTICLE X

EASEMENTS

10.1 Owners' Nonexclusive Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas within the Property, including ingress and egress to and from his or her Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights and restrictions:

A. The right of the Association to limit the number of guests who may use any Common Facilities.

B. The right of the Association to adopt Rules regulating the use and enjoyment of the Property for the benefit and well-being of the Owners in common, and, in the event of the breach of such rules or any provision of any Governing Documents

by any Owner, Tenant, Resident, or Invitee of a Lot, to temporarily suspend the voting rights and/or right to use the Common Facilities, other than parking and roads, by any person and any other Owner or Resident of the Lot, subject to compliance with due process requirements.

C. The right of the Association to enter into or upon any Lot or Exclusive Use Common Areas when such access is essential for the maintenance of the Common Area or to enforce the provisions of the Governing Documents, subject to Section 5.6(B) hereof.

D. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said property, pursuant to membership approval as set forth in the Association's Bylaws; provided, however, that the rights of any such Mortgagee in said properties shall be subordinate to the rights of the Owners hereunder; and further provided that any such indebtedness shall be considered a Common Expense.

E. The right of the Association to dedicate or transfer 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 Owners; provided, however, that no such dedication or transfer shall be effective unless an instrument, approved by at least two-thirds of the voting power of the Members, and their First Mortgagees, consenting to such dedication or transfer has been recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any Lot. Said instrument may be executed in counterparts so long as each counterpart is in recordable form.

F. The right of the Board or Architectural Committee, if any, to approve any proposed alteration or modification to the Common Area or any Lot.

10.2 Encroachment Easements. If any portion of the Common Area encroaches on any Lot or if any portion of a Lot encroaches on the Common Area, regardless of the cause which may include but is not limited to settlement or shifting of the building, except to the extent any encroachment is due to the willful conduct of an Owner or other party, a valid easement exists for such encroachment and for the maintenance of it as long as it remains, and all Lots and the Common Area are made subject to such easements.

10.3 Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, drainage and electricity and the master television antenna or cable television system, if any. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment and underground facilities on the Common Area. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially designed and approved by the Declarant or thereafter approved by the Board. The easements provided for in this Section shall in no way affect any other recorded easement on the Property.

10.4 Other Easements. Each Lot and its Owner, and the Association as to the Common Area, are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Property and each Lot and Common Area.

10.5 Maintenance Easements. An easement is hereby granted to the Association, its officers, agents, employees, and to any Manager or contractor selected by the Board, to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the Common Area, Common Facilities, Maintenance Areas, or any other area required or permitted to be maintained by the Association, provided that any entry by the Association or its agents shall only be undertaken in strict compliance with this Declaration.

ARTICLE XI

INSURANCE

11.1 Fire and Casualty Insurance. The Association shall obtain and maintain a policy of fire and casualty insurance naming as parties insured the Association and any Mortgagee of the Common Area, and containing the standard extended coverage and replacement cost endorsements and, in the Board's discretion, such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost, all Common Area, Common Facilities, and Maintenance Areas that the Association is required to repair or restore in the event of partial or total destruction thereof and, also in the Board's discretion, all or portions of the Lots, and the personal property of the Association for or against the following:

- (a) Loss or damage by fire or other risks covered by the standard extended coverage endorsement;
- (b) Loss or damage from theft, vandalism or malicious mischief; and
- (c) Such other risks, perils or coverage as the Board may determine.

Such policy or the endorsement made a part thereof shall, to the extent available, provide that the insurer issuing the policy agrees to abide by the decision of the Association made in accordance with the provisions of this Declaration as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Facilities. If available for a reasonable cost, the insurance policy shall include building code upgrade coverage.

The insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be reevaluated on an annual basis.

11.2 General Liability and Property Damage Insurance. The Association shall obtain and maintain a policy of commercial general liability and property damage insurance naming as parties insured the Association, each member of the Association's Board of Directors, any manager, the Owners of all Lots, and such other persons as the Board may determine and agreed upon by the respective carrier. The policy shall insure each named party against liability incident to the ownership, maintenance, and

repair of the Common Area and any other Association-owned or maintained real or personal property. The limits of such insurance shall not be less than three million dollars (\$3,000,000.00) covering all claims for death, personal injury, and property damage arising out of a single occurrence, or in such other minimum amount as required by applicable law to protect Owners from civil liability arising solely by reason of their ownership interest in the Common Area.

11.3 Directors and Officers Liability Insurance. The Association shall obtain and maintain Directors and Officers Liability Insurance covering prior acts in order to ensure that past Board Members are protected for decisions made during their term of service. The policy shall name as insureds not only the current Board Members but also volunteer committee members, if such insurance is available. The limits of such insurance shall not be less than one million dollars (\$1,000,000.00), or in such other minimum amount as required by applicable law to protect volunteer officers or directors from personal liability in excess of the insurance coverage. If commercially available for a reasonable price, such Directors of Officers Liability coverage shall include an endorsement extending coverage for the acts, errors, and omissions committed by the Association's Manager.

11.4 Earthquake, Flood, Fidelity Bond and Other Insurance.

A. The Board shall obtain and maintain a policy or policies of flood and/or earthquake insurance upon such terms and in such amounts as is deemed prudent by the Board of Directors.

B. The Board shall obtain and maintain fidelity bonds or insurance, in an amount equal to at least three (3) months operating expenses plus Reserves." Any such policies or bonds must contain an endorsement that includes as covered individuals under said policies or bonds any non-compensated Board members and also the Association's Manager.

C. To the extent such insurance is reasonably obtainable or required by any institutional First Mortgagee, the Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limitation, demolition insurance, flood insurance, worker's compensation, commercial umbrella coverage, and boiler and machinery coverage.

11.5 Coverage Not Available. If any insurance policy or endorsement required herein is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above.

11.6 Copies of Policies. Copies of all insurance policies shall be retained by the Association and shall be available for inspection by any Owner in accordance with applicable law.

11.7 Individual Fire, Casualty and Earthquake Insurance Limited. The Association's blanket insurance policy maintained pursuant to Section 11.1 above shall be the primary coverage in the event of a loss covered by the Association's insurance.

If any Lot Owner maintains insurance coverage which results in a reduction in insurance proceeds otherwise payable to the Association pursuant to policies obtained by the Association, the Association shall specially assess the Owner to the extent of any reduction.

11.8 Individual Assessment Loss Coverage and Other Individual Coverage.

A. It is strongly recommended that each Owner obtain and maintain loss assessment coverage for fire, earthquake, and other casualties. In the event of fire, earthquake, or other casualty which results in each Owner becoming responsible for the payment of a special or emergency assessment, each Owner shall instruct their insurance carrier, if any, to pay the proceeds directly to the Association to pay for services, labor and materials provided to the Association for repair and/or reconstruction or to replenish reserve funds.

B. It is strongly recommended that each Owner also carry the following insurance (any premises liability and property damage insurance policy shall include a waiver of subrogation clause as to the Association, other Owners, and any institutional First Mortgagee of such Lot, and shall cover damages caused by Owner's Tenant, if any):

(1) Premises liability insurance against physical injury, death and property damage arising out of a single occurrence within the Lot.

(2) Coverage on portions of the structure not covered by the Master Policy of the Association ("Tenant's Improvements" coverage).

(3) Loss of use coverage for living expenses.

(4) Personal property coverage.

C. The Association shall have no responsibility for the adequacy or extent of any such insurance coverage outlined herein.

11.9 Renters Insurance. If an Owner does not reside in his/her Lot and the Lot is leased to a Tenant, then it is strongly recommended that the Owner carry a rental dwelling policy as well as require the Tenant to carry a renters policy, both of which should provide, at a minimum, the coverage outlined in Section 11.8 (a) and (b) above.

11.10 Trustee. All insurance proceeds payable pursuant to policies maintained by the Association may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests appear. Said trustee shall be a commercial bank, escrow company, title company, or other person or institution with trust powers within the County that agrees in writing to accept such trust.

11.11 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Board is granted full right and authority to compromise

and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

11.12 Board's Discretion to Submit Insured Losses. The Board shall have the discretion as to whether or not it is in the best interests of the Association to submit an insurance claim to its insurer.

11.13 Losses Solely Attributable to a Lot; Deductibles. Each Owner shall be responsible to pay the deductible for any claims made under the Association's policies of insurance for losses solely attributable to the respective Owner and/or the Owner's Lot.

ARTICLE XII

DAMAGE OR DESTRUCTION

12.1 Destruction of Common Area. If there is a destruction of some or all of the Common Area, resulting from any casualty loss, including without limitation fire, earthquake, wind, rain, subsidence, flood, or any other cause, the procedures in this Article shall be followed. For purposes of this Article, "destruction" applies to any Improvements that are rendered unsafe for any human habitation by being razed, destroyed, or annihilated, but not merely unsatisfactory for habitation by a particular individual, regardless of sensitivity to particular conditions.

A. If the proceeds of insurance maintained by the Association is at least eighty-five percent (85%) of the projected costs of the repair, the Common Area shall be repaired to its former condition as promptly as is practical and in a lawful and workmanlike manner. Available insurance proceeds shall be used for such purpose and the Board, if necessary, shall levy a uniform Special Assessment at such time and in such amount as is necessary to cover any costs in excess of insurance proceeds.

B. If such proceeds of insurance is less than eighty-five percent (85%) of the projected costs of the repair, the Common Area shall nevertheless be repaired unless, within ninety (90) days from the date of destruction, Members holding at least seventy-five percent (75%) of the total voting power of the Association object in writing to such repair. In such event, the Common Area shall be cleared and landscaped for community park use; provided, however, that there shall exist in such Common Area adequate vehicular and pedestrian rights of way to ensure lawful access to the Lots. The costs of such clearing and landscaping shall be paid for with available insurance proceeds, and any deficiency shall be raised by the levy of Special Assessments in an amount determined by the Board. In the event any excess insurance proceeds remain, the Board may, in its discretion, retain such funds in the Common Funds or distribute pro rata all or a portion of such sums to the Owners, subject to any prior rights of mortgagees whose interests may be protected by the insurance policies.

12.2 Destruction of Residences Covered by Association Insurance. In the event of the partial or total destruction of any Residence(s) resulting from any casualty loss, including without limitation fire, earthquake, wind, rain, subsidence, flood, or any other cause, which is covered by insurance carried by the Association, the following procedures shall be followed:

A. The Board, on behalf of the Owner(s) of the damaged Residence(s), shall cause the same to be repaired as soon as reasonably possible and in a lawful and workmanlike manner, so that its exterior appearance substantially resembles its appearance prior to such damage and destruction. Notwithstanding the foregoing, any affected Owner may, within thirty (30) days after the casualty occurs, request permission from the Board and/or Architectural Committee to have the Residence repaired in accordance with new or changed plans and specifications, in accordance with Article VII hereof.

B. The Board shall levy a Special Individual Assessment against the Owner of each such damaged Residence in an amount equal to the difference, if any, between the insurance proceeds available for the repair of each such Residence and the cost of such repair thereof. Insurance proceeds available for repair shall include any such proceeds payable to any mortgagees which have agreed to commit to such repair. If such Assessment remains unpaid thirty (30) days after its due date, the Board may be relieved of any obligation to repair such Residence, or may effect the remedies for collection of such Assessment as provided in Article VI hereof, at the option of the Board.

C. All insurance proceeds not expended to perform the repair of the Residence(s) shall be distributed to the affected Owner(s) and their mortgagees, as their respective interests shall appear.

D. If the Board determines that any Residence has become uninhabitable by reason of its total or partial destruction, Regular Assessments shall abate against the Owner of such Lot until the Board determines that repairs have restored its habitability. However, if the Board determines that such abatement will adversely and substantially affect the management, maintenance and operation of the Association, it may elect to disallow such abatement.

12.3 Minor Restoration and Repair Work. The Association shall order restoration or repair work without complying with the other provisions of this Article whenever the estimated cost of the work does not exceed \$50,000.00. If insurance proceeds are unavailable or insufficient, the Association shall levy a Special Assessment for the cost of the work.

12.4 Destruction of Residences Not Covered by Association Insurance.

A. Obligation to Rebuild. Except as provided in Section 12.2, if all or any portion of any Residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Lot Owner to rebuild, repair or reconstruct said Residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty, or to remove any damaged structures from the Lot without unreasonable delay.

B. Association Approval. Any Owner who has suffered damage shall apply to the ARC for approval of plans for the reconstruction, rebuilding, or repair of his or her Residence pursuant to Article VII hereof. Such application shall be made in writing together with full and complete plans, specifications, working drawings and

elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if the design proposed by the Owner would result in a finished Residence in harmony with the exterior design of other Residences within the Properties.

C. Time Limitation. The Owner(s) of any damaged Residence(s) and the Architectural Committee shall be obligated to proceed expeditiously to discharge their respective obligations. Unless otherwise waived, the Owner(s) shall commence reconstruction or removal of the damaged or destroyed structure within ninety (90) days after the casualty occurs, and complete the same within six (6) months after the casualty occurs; however, the Board may grant a variance if, in its discretion, the Owner(s) demonstrate a need for a reasonable extension of time to start and/or complete the required work.

ARTICLE XIII

CONDEMNATION

13.1 Sale by Unanimous Consent or Taking. If an action to condemn all or any portion of the Common Area is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners and all institutional Mortgagees, the Property, or a portion thereof may be sold and conveyed to the condemning authority by the Board or its designees acting as the attorney-in-fact of all Owners pursuant to Section 3.4 hereof, for a price deemed fair and equitable by the Board. However, if the Owners or Mortgagees do not consent to such a sale, and the condemning authority institutes condemnation proceedings, the court shall fix and determine the condemnation award.

13.2 Distribution and Sale; Proceeds of Condemnation Award.

A. Total Sale or Taking. A total sale or taking of the Property is a sale or taking that: (i) renders more than fifty percent (50%) of the Lots uninhabitable (such determination to be made by the Board in the case of a sale and by the court in the case of a taking); or (ii) renders the Property as a whole uneconomical as determined by the vote or written consent of sixty-six and two-thirds percent (66-2/3%) of those Owners and their respective institutional Mortgagees whose Lots will remain habitable after the taking. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Property, after payment of all expenses relating to the sale or taking, shall be paid to all Owners and to their respective Mortgagees in the proportion that the fair market value of each Lot bears to the fair market value of all Lots on the Property. The fair market value of Lots shall be determined in the condemnation action, if such be instituted, or by an appraiser.

B. Partial Sale or Taking. In the event of a partial sale or taking of the Properties, meaning a sale or taking that is not a total taking, as determined in Section 13.2, paragraph A, above, the proceeds from the sale or taking shall be paid or applied in the following order of priority and any judgments of condemnation shall include the following provisions as part of its terms:

(1) To the payment of expenses of the Association in effecting the sale or to any prevailing party in any condemnation action to whom such expenses are awarded by the Court to be paid from the amount awarded; then

(2) To Owners and to their respective Mortgagees, as their interests may appear, of Lots on the Property whose Lots have been sold or taken, an amount up to the fair market value of such Lots as determined by the court in the condemnation proceeding or by an appraiser, less such Owners' share of expenses paid pursuant to Section 13.2, subparagraph B(1) (which share shall be in proportion to the ratio that the fair market value of each Owner's Lot bears to the fair market value of all Lots.

(3) To any remaining Owner(s) and to his or her Mortgagees, as their interests may appear, whose Lot has been diminished in value as a result of the sale or taking disproportionate to any diminution in value of all Lots, as determined by the Court in the condemnation proceeding or by an appraiser, an amount up to the total diminution in value; then

(4) To all remaining Owners and to their respective Mortgagees, as their interests may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Owner's Lot bears to the fair market value of all remaining Owners' Lots as of a date immediately prior to commencement of condemnation proceedings, as determined by the Court in the condemnation proceeding or by an appraiser.

13.3 Appraiser. Wherever in this Article reference is made to a determination of the value or fair market value of one or more Lots by an appraiser, this shall mean an appraisal by an independent appraiser selected by the Board, who shall be a member of the Appraisal Institute (AI) or other nationally recognized appraiser organization and who shall apply the AI or other national appraisal organization's standards in determining the value or fair market value of each Lot. The costs of such appraisals shall be paid from the condemnation proceeds as an expense of the Association.

ARTICLE XIV

RIGHTS OF WATER DISTRICT

14.1 Owner Obligation. Each Owner covenants and agrees that in the event the Association, or any other organization authorized to pay for water used within the Project, is dissolved, ceases to operate for any reason, or fails or refuses to pay Camrosa Municipal Water District, or its successors in interest, hereinafter referred to as "Camrosa", the just and reasonable charges levied for water use, that Camrosa will have the discretion to install a domestic water meter of appropriate size for each Lot served. The cost of such installation will not exceed the total of \$200, plus the additional sum of 5% per annum not compounded, from the date of the original recording of this Declaration, and said cost will be the obligation of each Owner, payable upon demand by Camrosa.

Each Owner covenants and agrees that in the event the Association, or any other organization authorized to pay for sewer service within the Project, is

dissolved, ceases to operate for any reason, or fails or refuses to pay Camrosa the just and reasonable charges levied for sewer service, that Camrosa will have the discretion to install a private sewer lateral of appropriate size for each Lot served. The cost of such installation will not exceed the total of \$200, plus the additional sum of 5% per annum not compounded, from, the date of the recording of this Declaration, and said cost will be the obligation of each Owner, payable upon demand by Camrosa.

All sums assessed in accordance with this Paragraph shall constitute a lien on each respective Lot. Such lien, when delinquent, may be enforced by sale by Camrosa, its attorney or other person authorized to make the sale, after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Section 2924, 2924(b) and 2924(c) of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

This Declaration shall not be revoked or any of the provisions herein amended except as provided by Article XVII, excluding, however, this Paragraph 14.1 which is not amendable-in-any-event.

ARTICLE XV

ENFORCEMENT

15.1 Remedy at Law Inadequate. Except for nonpayment of any Assessment, the remedy at law to recover damages for the breach, default or violation of any of the Governing Documents are hereby declared and agreed to be inadequate. Any such breach, default, or violation may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors (in its sole discretion), or by their respective successors in interest.

15.2 Nuisance. Without limiting the generality of the foregoing section, the result of every act or omission whereby any provision of this Declaration is violated is hereby declared to be a nuisance. Violation of any law, ordinance or regulation by any Owner, Tenant, resident, guest, invitee, agent or contractor which affects the health, safety, or property rights of other Members is hereby declared to be a nuisance and a violation of this Declaration. Every remedy against nuisance, either public or private, shall be applicable against every such violation of law or the Declaration.

15.3 Costs and Attorneys' Fees. In any action brought because of any alleged breach or default of any Owner or Tenant of any Lot, the court may award to the prevailing party in any such action such attorneys' fees and other costs as the court deems just and reasonable. An Owner shall be responsible for attorneys' fees and costs incurred by the Association to cure the defaults respecting his or her Lot, including those of his or her Tenant(s) or of any guest, invitee, agent, or contractor thereof.

15.4 Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default

or breach or for the same or any different failure of any Owner or Tenant or others to perform or observe any provision of this Declaration.

15.5 Failure Not a Waiver. The failure of any Owner, the Association, or its Board, officers, or agents to enforce any of the provisions of 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.

15.6 Rights and Remedies of the Association.

A. Rights Generally. In the event of a breach or violation of any Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's Tenants, guests, employees, invitees, or contractors, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to, the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action, or the suspension of the Owner's right to use recreational Common Facilities or suspension of the Owner's voting rights as a Member of the Association.

B. Schedule of Fines: Due Process. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for illegally parked vehicles). The Board shall distribute to each Owner, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for those violations, or any changes thereto. Such fines may not be levied unless the Board first provides written notice to the Owner, by either personal delivery or first-class mail, at least ten (10) days prior to the meeting to consider or impose discipline upon an Owner, and provides the Owner an opportunity for a hearing before the Board. The notice shall contain the date, time, and place of the meeting, the nature of the alleged violation for which the Owner is subject to discipline, and a statement that the Owner has a right to attend and may address the Board at the meeting. The Board shall meet in executive session if requested by the Owner being disciplined. No penalty or temporary suspension of rights shall be imposed pursuant to this Section unless the Owner alleged to be in violation is given, by either personal delivery or first-class mail, at least fifteen (15) days prior written notice of the penalty imposed or temporary suspension.

C. Notwithstanding the foregoing, under circumstances involving conduct that constitutes: (1) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (2) a traffic, life safety, or fire hazard; (3) a threat of material damage to, or destruction of, the Common Area or Common Facilities; or (4) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as parking violations), the Board of Directors or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the offending Owner, or on its own initiative, conduct a hearing as soon thereafter as reasonably practicable.

D. Rules Regarding Disciplinary Proceedings. The Board shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings. Such rules, when approved and adopted by the Board, shall become a part of the Association Rules and shall provide for notices and procedures satisfying the alternative dispute resolution requirements of applicable law.

E. Court Actions. Before initiating any court action seeking solely declaratory or injunctive relief to interpret or enforce the Governing Documents or declaratory or injunctive relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits for small claims court, the Association or Owner shall first comply with the provisions of applicable law relating to alternative dispute resolution, except in the case of an emergency in which immediate injunctive relief is necessary.

ARTICLE XVI

AMENDMENT OF DECLARATION

16.1 Amendment in General. This Declaration may be amended or revoked by the vote or assent of fifty percent (50%), plus one (1), of all eligible Owners, using voting procedures prescribed in the Bylaws or by law.

16.2 Effective Date of Amendment. An amendment will be effective upon the Recording of a Certificate of Amendment, and the distribution of a copy of the Recorded amendment to each Owner. The Certificate of Amendment shall be executed by the President and Secretary of the Association, setting forth the amendment in full, and certifying that the approval requirements herein have been duly met. Notwithstanding anything to the contrary herein, no amendment shall affect the rights of the holder of any deed of trust or Mortgage recorded prior to such amendment.

16.3 Amendment by Board. Where permitted by the *Davis-Stirling Common Interest Development Act* or other applicable law, the Board may amend this Declaration to conform to current law, to remove restrictive covenants in violation of law, or otherwise. Any such amendment shall be approved by the Board in a duly held open meeting, and shall be conducted in strict accordance with applicable law.

ARTICLE XVII

GENERAL PROVISIONS

17.1 No Public Rights. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Development to the general public or for any public use or purpose whatsoever.

17.2 Survival of Association. In the event the Association as a corporate entity is dissolved, then a nonprofit, unincorporated association shall automatically be deemed formed to succeed to all the rights and duties of the Association, all of which shall continue to be governed by the Governing Documents and applicable law.

17.3 Notices. Any communication or notice of any kind required, permitted, or described herein shall be in writing, and may be served and delivered (unless otherwise provided by applicable law), as an alternative to personal service, by mailing same as follows:

A. Notice To a Member: To the street address of the Lot or at such other address as such Member may designate in writing to the Association.

B. Notice To the Association: To the address of business office, or the Manager, or the President.

C. Mailbox Rule: All notices or demands to be served by mail shall be by first-class mail with postage prepaid. Service shall be deemed to completed three (3) business days after such mailing.

D. Failure of Mortgagee to Respond. Any Mortgagee and/or governmental agency who receives a written request from the Board to respond or consent to any action shall be deemed to have approved such action, unless the Association receives a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions and Restrictions has been adopted as provided above, effective this ____ day of _____, 2021.

LEISURE VILLAGE ASSOCIATION, INC.

By: _____
President

By: _____
Print Name

By: _____
Secretary

By: _____
Print Name

CERTIFICATE

I, the undersigned, the duly elected and acting Secretary of Leisure Village Association, Inc., a California non-profit mutual benefit corporation, do hereby certify that the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS were duly adopted on _____, 2021.

This Certificate is executed under penalty of perjury on _____, 2021, in _____, California.

, Secretary

EXHIBIT A

EXHIBIT "A"

Legal Description

Those portions of Lots 11, 12, 13, 30, 31, 35, 36 and 38 of Rancho Calleguas in the County of Ventura, State of California, as per map recorded in Book 17, Page 16 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the most southwesterly corner of Tract 2035-1 as per map recorded in Book 53, Page 22 of Maps, being a point on a curve concave southwesterly having a radius of 1251.00 feet, a radial line to said point bears North $63^{\circ}52'58''$ East, said point also being a point on the northeasterly line of Alta Colina Road, 102.00 feet wide, described as Parcel "A" in the deed recorded in Book 3522, Page 508 of Official Records; thence following said northeasterly line of Alta Colina Road,

1st: Southeasterly along said curve through a central angle of $27^{\circ}46'12''$ an arc distance of 606.33 feet to a point in the 12th course of that certain parcel of land described in the Deed of Trust recorded in Book 2988, Page 421 of Official Records, recited as "South $88^{\circ}20'50''$ East 500.00 feet", said point bears South $88^{\circ}20'50''$ East 51.00 feet from the northwesterly terminus of said 12th course, a radial line to said point also bears South $88^{\circ}20'50''$ East; thence following said last mentioned deed by the following seven courses,

2nd: South $88^{\circ}20'50''$ East 449.00 feet to the beginning of a tangent curve concave southerly having a radius of 350.00 feet; thence,

3rd: Southerly and easterly along said curve through a central angle of $58^{\circ}07'00''$ an arc distance of 355.01 feet; thence tangent to said curve,

4th: South $30^{\circ}13'50''$ East 32.10 feet to the beginning of a tangent curve concave northeasterly having a radius of 750.00 feet; thence,

5th: Southeasterly along said curve through a central angle of $38^{\circ}18'10''$ an arc distance of 501.38 feet; thence tangent to said curve,

6th: South $68^{\circ}32'00''$ East 1224.45 feet to the beginning of a tangent curve concave southwesterly having a radius of 2000.00 feet; thence,

7th: Southeasterly along said curve through a central angle of $19^{\circ}56'24''$ an arc distance of 696.04 feet; thence tangent to said curve,

8th: South $48^{\circ}35'36''$ East 204.00 feet to a point on the northwesterly line of the easement granted to Ventura County Flood Control District by the deed recorded in Book 3309, Page 295 of Official Records, said point bears South $39^{\circ}01'00''$ West 2198.12 feet from the southwesterly terminus of the 2nd course of Parcel 6 as described in said last mentioned deed recited as "North $46^{\circ}08'30''$ East 201.56 feet"; thence following the northwesterly line of said last mentioned easement by the following six courses,

9th: North $39^{\circ}01'00''$ East 2198.12 feet; thence,

10th: North $46^{\circ}08'30''$ East 201.56 feet; thence,

11th: North $39^{\circ}01'00''$ East 2900.00 feet to the beginning of a tangent curve concave northwesterly having a radius of 2188.00 feet; thence,

12th: Northeasterly along said curve through a central angle of $10^{\circ}00'00''$ an arc distance of 381.88 feet to a point of a tangent reverse curve having a radius of 898.00 feet, a radial line to said point bears South $60^{\circ}59'00''$ East; thence,

13th: Northeasterly along said curve through a central angle of $15^{\circ}15'23''$ an arc distance of 239.11 feet to a point in the northwesterly line of Parcel 7 as described in the aforementioned deed to Ventura County Flood Control District recited as "North $45^{\circ}43'37''$ West"; thence along said northwesterly line,

14th: South $45^{\circ}43'37''$ East 152.38 feet to a point in the 25th course of that certain parcel described in the aforementioned Deed of Trust recorded in Book 2988, Page 421 of Official Records, said point being a point in a curve concave southeasterly having a radius of 400.00 feet, a radial line to said point bears North $37^{\circ}45'13''$ West, said point also being distant along said 25th course 236.86 feet westerly from the easterly terminus thereof; thence following said deed by the following five courses,

15th: Northeasterly along said curve and said 25th course through a central angle of $33^{\circ}55'40''$ an arc distance of 236.86 feet; thence tangent to said curve,

16th: North $86^{\circ}10'27''$ East 467.15 feet to the beginning of a tangent curve concave northerly having a radius of 1000.00 feet; thence,

17th: Easterly and northeasterly along said curve through a central angle of $80^{\circ}18'57''$ an arc distance of 1401.78 feet; thence tangent to said curve,

18th: North $5^{\circ}51'30''$ East 248.19 feet; thence,

19th: North $34^{\circ}23'00''$ West 1154.20 feet to a point in the southeasterly line of Santa Rosa Road, 50.00 feet wide, said point being distant along said southeasterly line North $55^{\circ}36'18''$ East 94.62 feet from the northeasterly terminus of that certain easement described in the deed recorded in Book 3295, Page 176 of Official Records; thence along said southeasterly line,

20th: South $55^{\circ}36'18''$ West 94.62 feet to the northeasterly terminus of the aforementioned easement described in said deed recorded in Book 3295, Page 176 of Official Records; thence southeasterly along said easement,

21st: South $34^{\circ}23'42''$ East 38.00 feet to the southeasterly line of said easement; thence along said southeasterly line by the following two courses,

22nd: South $55^{\circ}36'18''$ West 1260.72 feet to the beginning of a tangent curve concave southeasterly having a radius of 2937.00 feet; thence,

23rd: Southwesterly along said curve through a central angle of $5^{\circ}29'06''$ an arc distance of 281.16 feet to a point in the 31st course of that certain parcel of land

described in the aforementioned Deed of Trust recorded in Book 2988, Page 422 of Official Records recited as "South 46°01' West 950.40 feet"; a radial line to said point bears North 39°52'48" West; said point also bears South 46°00'18" West 458.40 feet from the northeasterly terminus of said course; thence following the boundary of said deed by the following seven courses,

24th: South 46°00'18" West 492.00 feet; thence,

25th: South 63°24'18" West 399.94 feet to the beginning of a tangent curve concave southeasterly having a radius of 700.00 feet; thence,

26th: Southwesterly along said curve through a central angle of 36°59'33" an arc distance of 451.95 feet; thence tangent to said curve,

27th: South 26°24'45" West 572.76 feet to the beginning of a tangent curve concave northwesterly having a radius of 1500.00 feet; thence,

28th: Southwesterly along said curve through a central angle of 19°14'33" an arc distance of 503.77 feet; thence tangent to said curve,

29th: South 45°39'18" West 783.85 feet; thence,

30th: North 33°49'19" West 1275.18 feet to a point in the southeasterly line of the aforementioned Santa Rosa Road, 50 feet wide; thence along said southeasterly line,

31st: South 67°21'34" West 11.89 feet to a point in the northeasterly line of Calleguas Road, 102.00 feet wide, as described in Parcel 3 of the easement to the County of Ventura per deed recorded in Book 3295, Page 185 of Official Records recited as "North 55°48'49" East 1147.71 feet; thence along said northeasterly line,

32nd: South 34°11'11" East 61.49 feet to a point in the southeasterly line of said Calleguas Road; thence at right angle and following said southeasterly line by the following three courses;

33rd: South 55°48'49" West 1147.71 feet to the beginning of a tangent curve concave northwesterly having a radius of 1811.00 feet; thence,

34th: Southwesterly along said curve through a central angle of 14°35'50" an arc distance of 461.39 feet; thence tangent to said curve,

35th: South 70°24'39" West 1657.80 feet to the northeasterly corner of the aforementioned Tract 2035-1; thence following the boundary of said tract by the following thirty-two courses,

36th: South 19°35'21" East 55.00 feet; thence,

37th: South 26°34'47" East 55.73 feet; thence,

38th: South 34°02'25" East 109.56 feet; thence,

- 39th: South $24^{\circ}22'00''$ East 217.00 feet; thence,
- 40th: North $65^{\circ}38'00''$ East 80.00 feet to the beginning of a tangent curve concave northwesterly having a radius of 20.00 feet; thence,
- 41st: Northeasterly and northwesterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence,
- 42nd: North $65^{\circ}38'00''$ East 42.00 feet to the point on a non-tangent curve concave northeasterly having a radius of 20.00 feet, a radial line to said point bears South $65^{\circ}38'00''$ West; thence,
- 43rd: Southwesterly and southeasterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence tangent to said curve,
- 44th: North $65^{\circ}38'00''$ East 46.00 feet, thence,
- 45th: South $24^{\circ}22'00''$ East 60.00 feet; thence,
- 46th: South $26^{\circ}51'57''$ East 286.70 feet, thence,
- 47th: South $65^{\circ}38'00''$ West 462.50 feet; thence,
- 48th: North $24^{\circ}22'00''$ West 286.42 feet; thence,
- 49th: South $65^{\circ}38'00''$ West 80.00 feet to the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet; thence,
- 50th: Southwesterly and southeasterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence,
- 51st: South $65^{\circ}38'00''$ West 42.00 feet to a point on a non-tangent curve concave southwesterly, having a radius of 20.00 feet, a radial line to said point bears North $65^{\circ}38'00''$ East; thence;
- 52nd: Northwesterly and southwesterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence tangent to said curve,
- 53rd: South $65^{\circ}38'00''$ West 160.00 feet to the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet; thence,
-
- 54th: Southwesterly and southeasterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence,
- 55th: South $65^{\circ}38'00''$ West 42.00 feet to a point on a non-tangent curve concave southwesterly, having a radius of 20.00 feet, a radial line to said point bears North $65^{\circ}38'00''$ East; thence,
- 56th: Northwesterly and southwesterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence tangent to said curve,

57th: South $65^{\circ}38'00''$ West 161.27 feet to the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet; thence,

58th: Southwesterly and southeasterly along said curve through a central angle of $88^{\circ}31'50''$ an arc distance of 30.90 feet; thence tangent to said curve,

59th: South $22^{\circ}53'50''$ East 2.10 feet; thence,

60th: South $67^{\circ}06'10''$ West 42.00 feet to a point on a non-tangent curve concave southwesterly, having a radius of 20.00 feet; a radial line to said point bears North $67^{\circ}06'10''$ East; thence,

61st: Northwesterly and southwesterly along said curve through a central angle of $91^{\circ}28'10''$ an arc distance of 31.93 feet; thence tangent to said curve,

62nd: South $65^{\circ}38'00''$ West 161.70 feet to the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet; thence,

63rd: Southwesterly and southeasterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence,

64th: South $65^{\circ}38'00''$ West 50.00 feet to a point on a non-tangent curve concave southwesterly, having a radius of 20.00 feet, a radial line to said point bears North $65^{\circ}38'00''$ East; thence,

65th: Northwesterly and southwesterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence tangent to said curve,

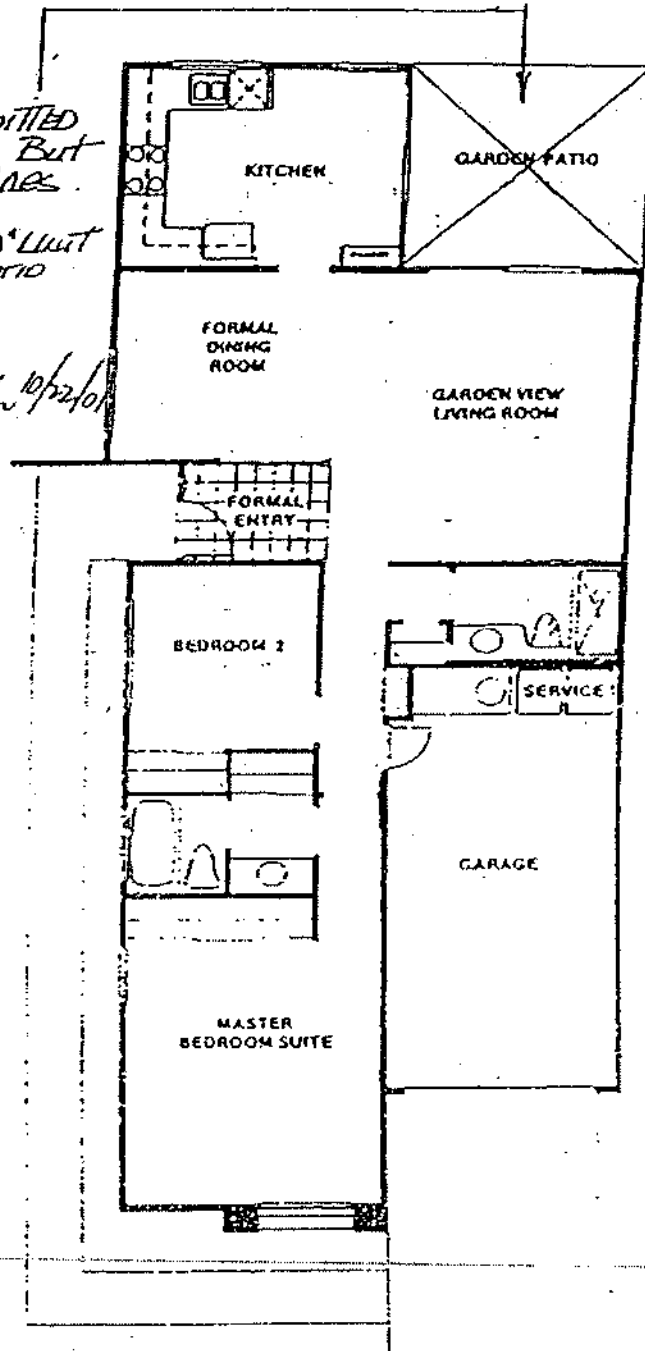
66th: South $65^{\circ}38'00''$ West 55.07 feet to the beginning of a tangent curve concave southeasterly having a radius of 25.00 feet; thence,

67th: Southwesterly and southeasterly along said curve through a central angle of $91^{\circ}45'02''$ an arc distance of 40.03 feet to a point on the aforementioned northeasterly line of Alta Colina Road and the point of beginning.

Leisure Village
The Bel Air

A PATIO COVER IS PERMITTED
IN THIS AREA MAAYED "X", BUT
A "PATIO ENCLOSURE" REQUIRES
OPENINGS ON TWO WALLS,
THEREFORE ONLY AN "END" UNIT
CAN ACCOMMODATE A "PATIO
ENCLOSURE."

Frank Baumgartner 10/2/01
ARCH. CHAIRMAN



Drawings not to scale

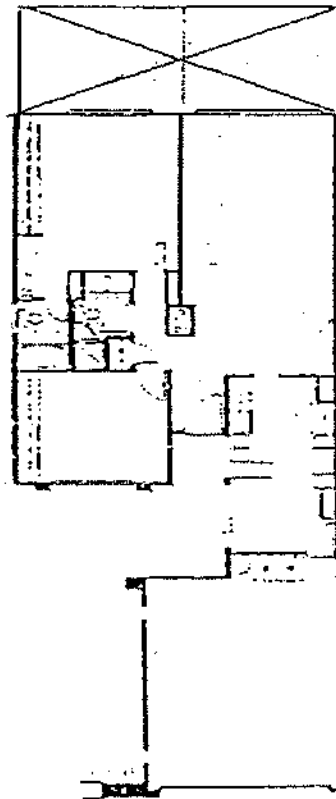
Exhibit I

D-33.4

Leisure Village
The Camarillo

A PATIO COVER AND OR A
PATIO ENCLOSURE IS
PERMITTED IN THIS AREA
MARKED "X"

Inail. Baumert et al
ARCHT. CHAIRMAN



Drawings not to scale

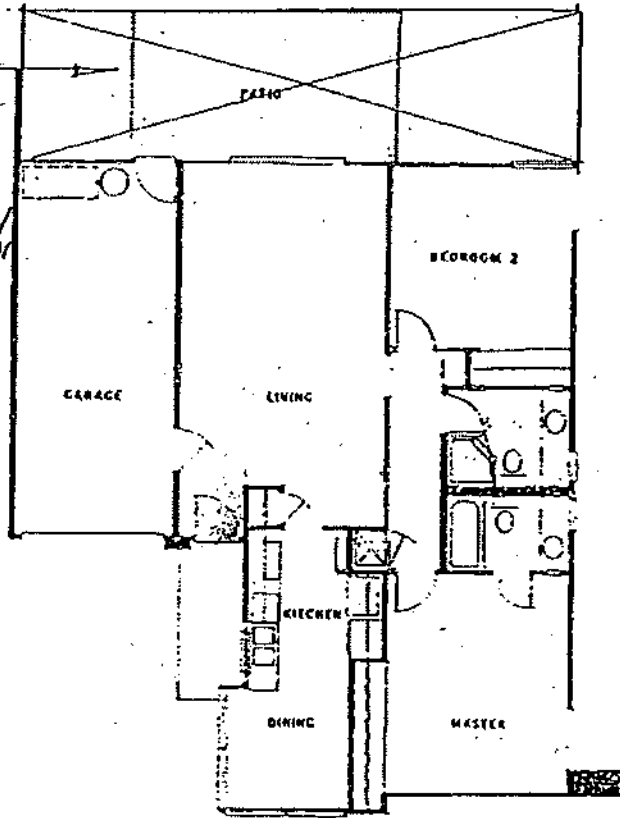
Exhibit 1

D-33.5

Leisure Village
The Del Mar

"A PATIO COVER AND OR A
PATIO ENCLOSURE" IS
PERMITTED IN THIS AREA
MARKED "X"

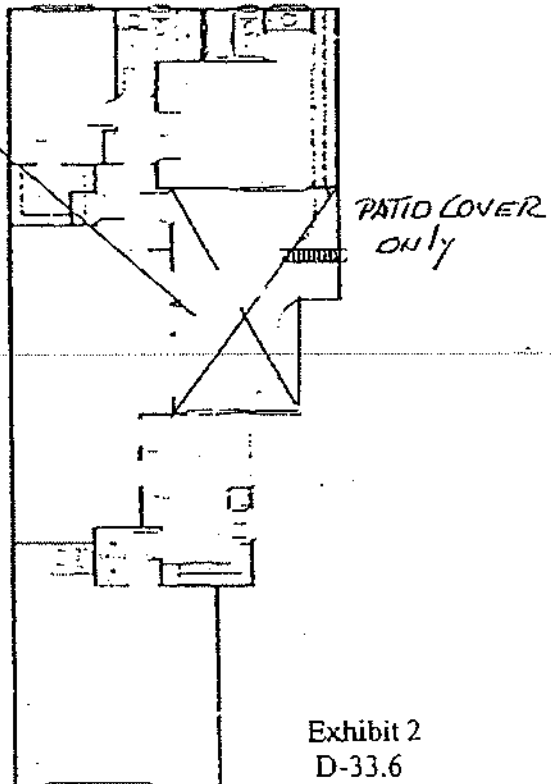
Frank Braumitt 10/22/01
ARCHT. CHAIRMAN



Leisure Village
The Fiesta

A PATIO COVER ONLY IS PERMITTED
IN THIS AREA MARKED "X"
PATIO ENCLOSURE PROHIBITED

Frank Braumitt 10/22/01
ARCHT. CHAIRMAN



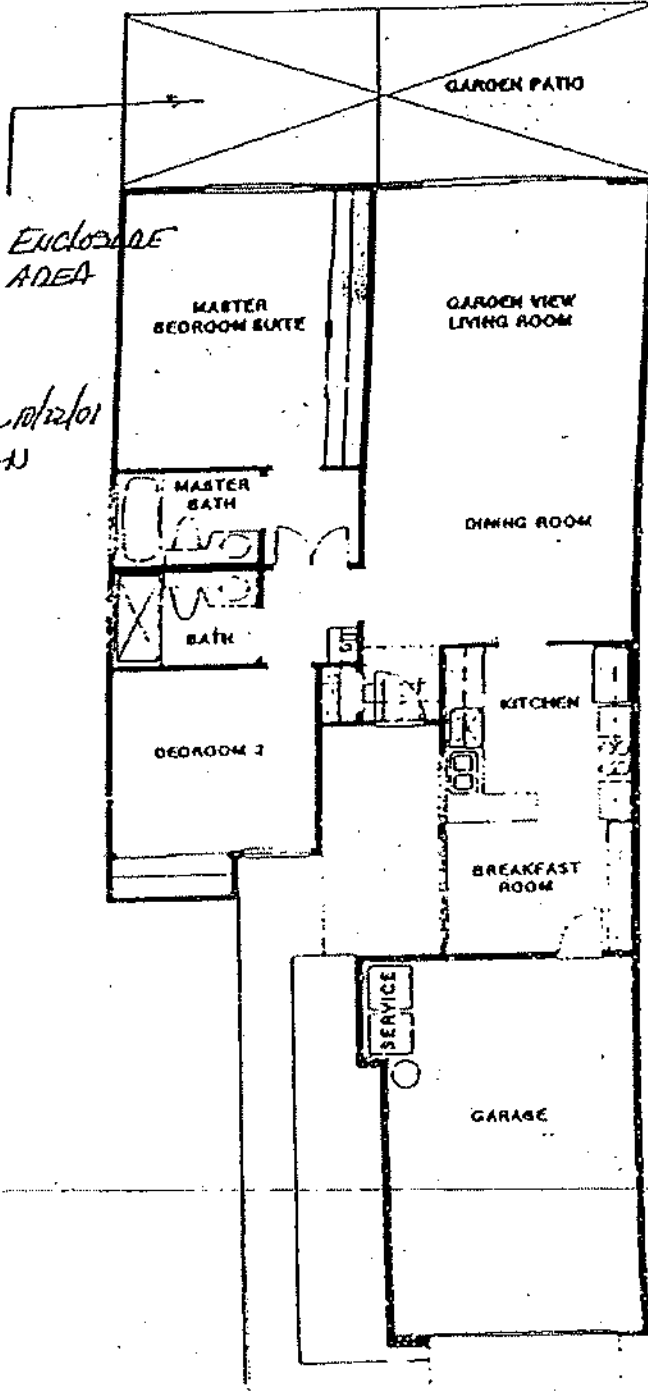
Drawings not to scale

Exhibit 2
D-33.6

Leisure Village
The Capri

AND
A PATIO COVER OR PATIO ENCLOSURE
IS PERMITTED IN THIS AREA
MARKED "X"

Frank Baussmith 10/22/01
ARCHT CHAIRMAN



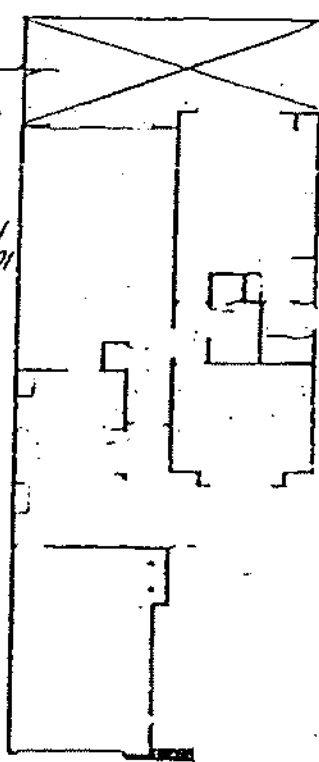
Drawings not to scale

Exhibit 2
D-33.7

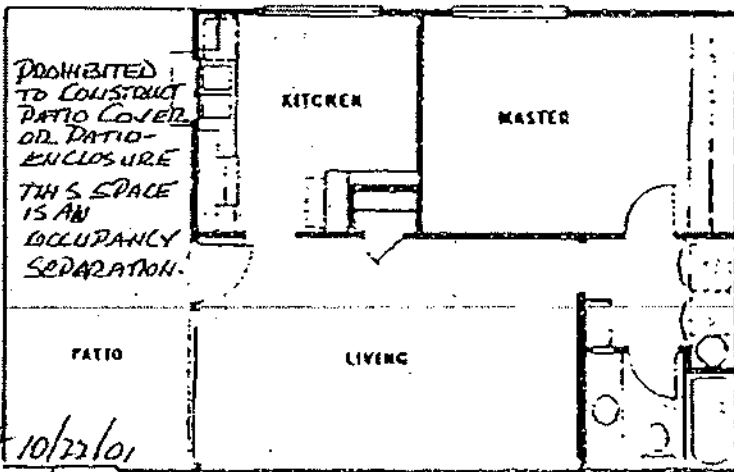
Leisure Village
The Coronado II

A "PATIO COVER AND OR PATIO
ENCLOSURE" IS PERMITTED IN THIS
AREA MARKED "X"

Frank Baumgartner 10/22/01
ARCHT. CHAIRMAN



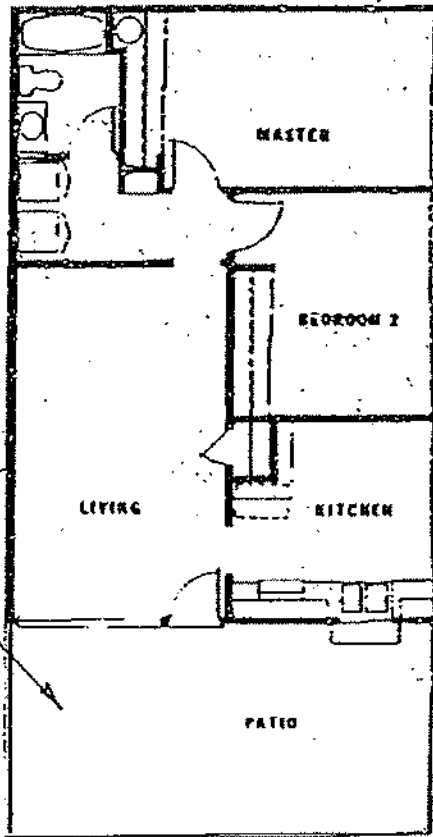
Leisure Village
The Avalon



ALL PER U.B.C.
Frank Baumgartner 10/22/01
ARCHT. CHAIRMAN

Drawings not to scale

Leisure Village
The Balboa



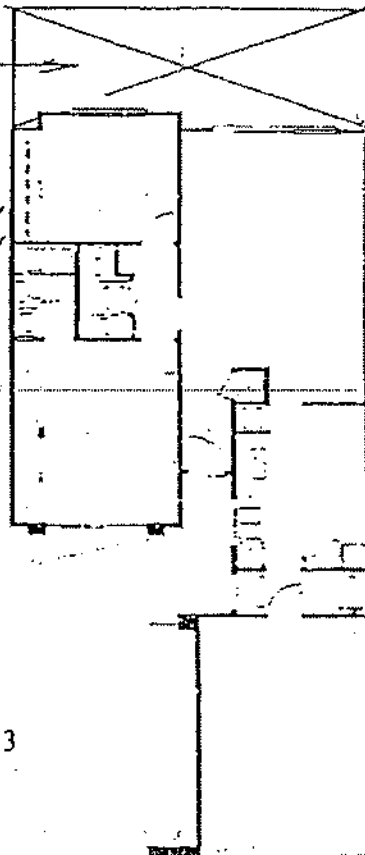
FOR THE CONDITIONS
& REMARKS REGARDING
THIS PLAN,
SEE "AVALON" PLAN.

Frank Bausmith 10/22/01
AGENT CHAIRMAN

Leisure Village
The Coronado

"A PATIO COVERED AND/OR PATIO
ENCLOSURE" IS PERMITTED IN
THIS AREA MARKED "X"

Frank Bausmith 10/22/01
AGENT CHAIRMAN



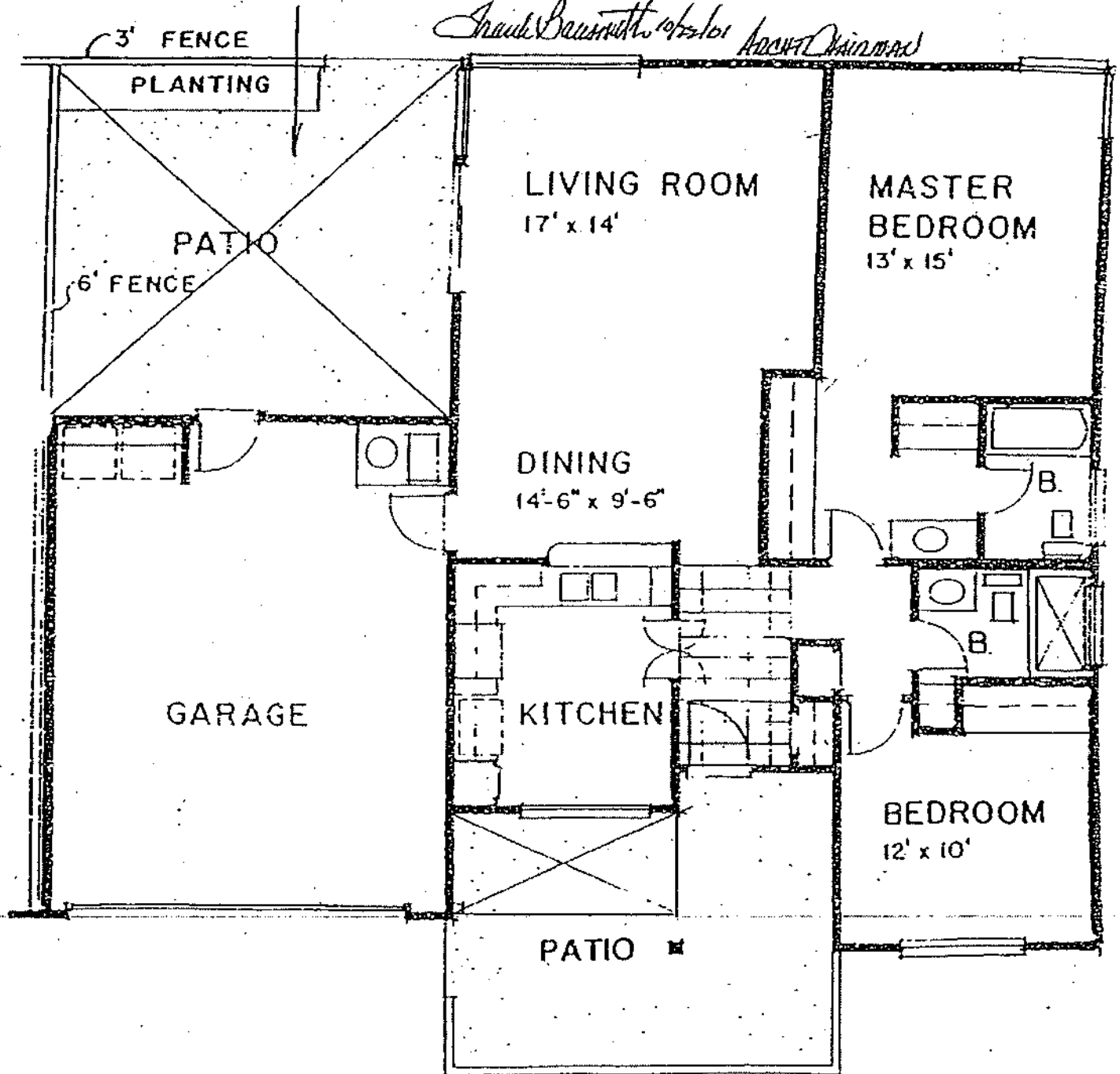
Drawings not to scale

Exhibit 3
D-33.9

A "PATIO COVER" AND OR A "PATIO ENCLOSURE" IS DELIMITED IN THIS AREA MARKED "X"

Leisure Village
The Galaxy

Shaul Baumert 10/23/01 AGENT/CHAIRMAN



Drawings not to scale

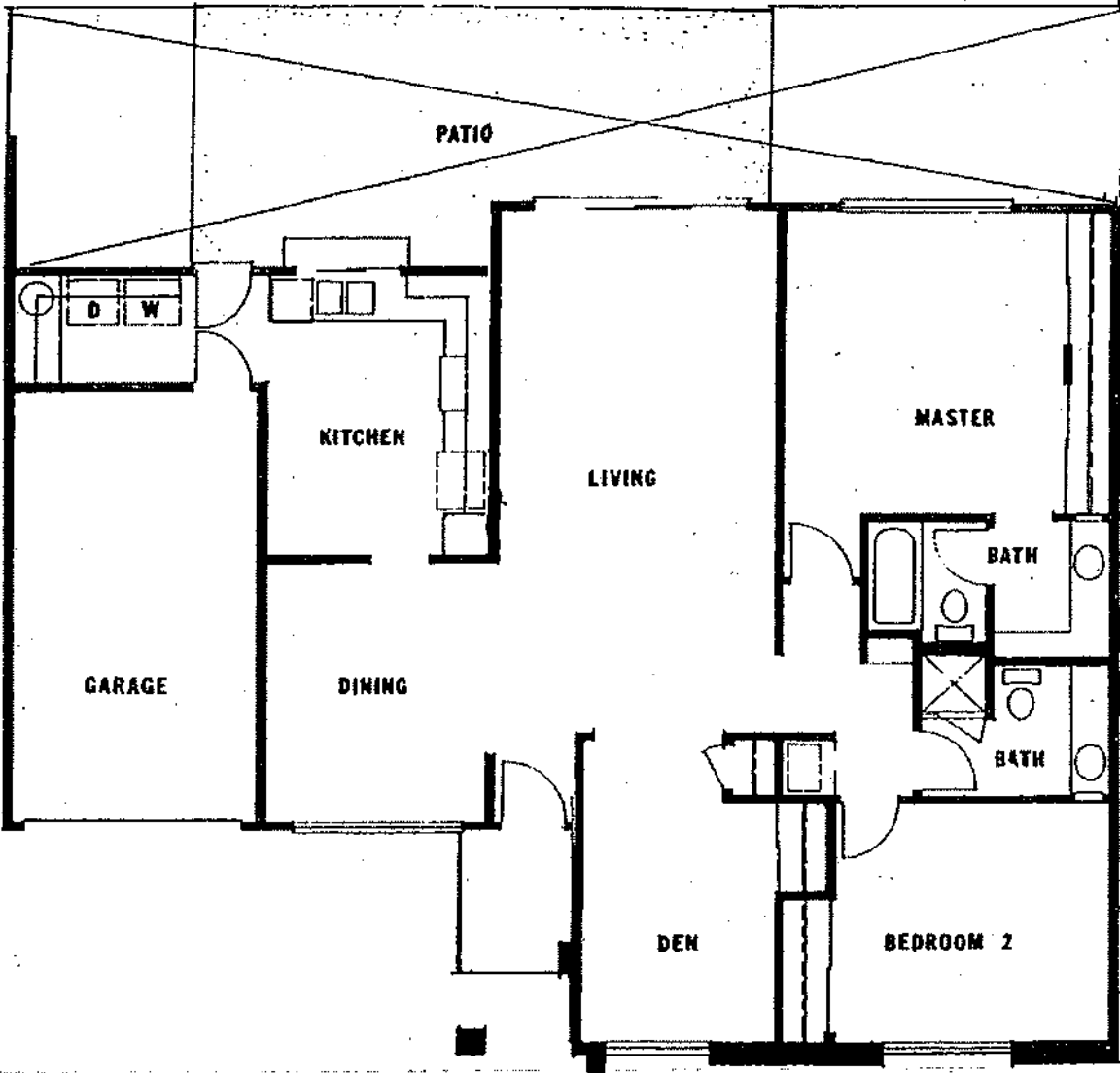
Exhibit 4
D-33.10

A PATIO COVER AND "PATIO-ENCLOSURE"
IS PERMITTED IN THIS AREA MARKED "X"

Leisure Village
The El Dorado

Frank Brummitt 10/22/01
AGENT (CHAIRMAN)

(Attached)



Drawings not to scale

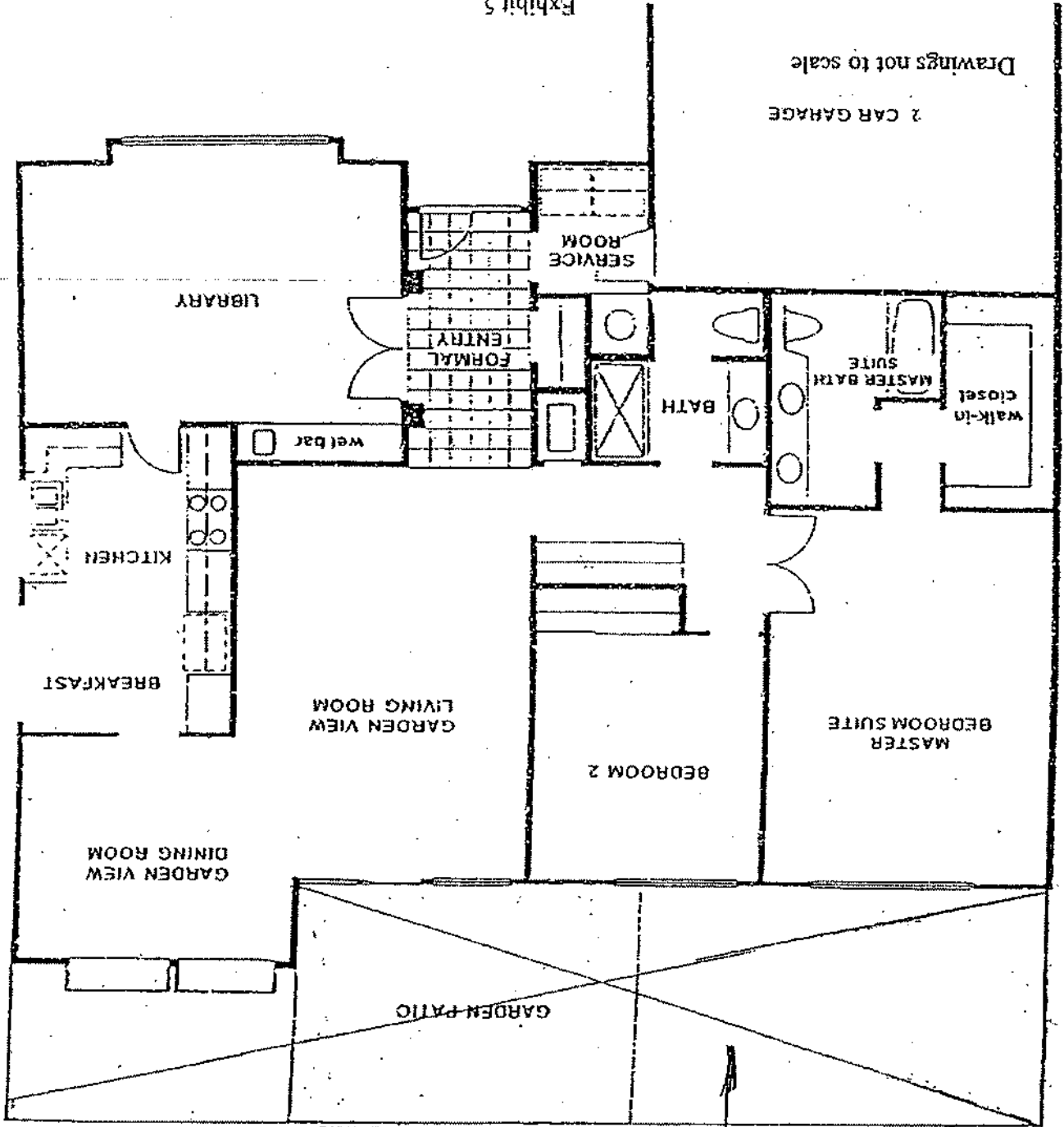
Exhibit 4

D-33.11

Leisure Village
The La Jolla

"A PATIO ENCLOSURE OR A PATIO MAILED"
IS PERMITTED IN THIS AREA

David B. ...
...



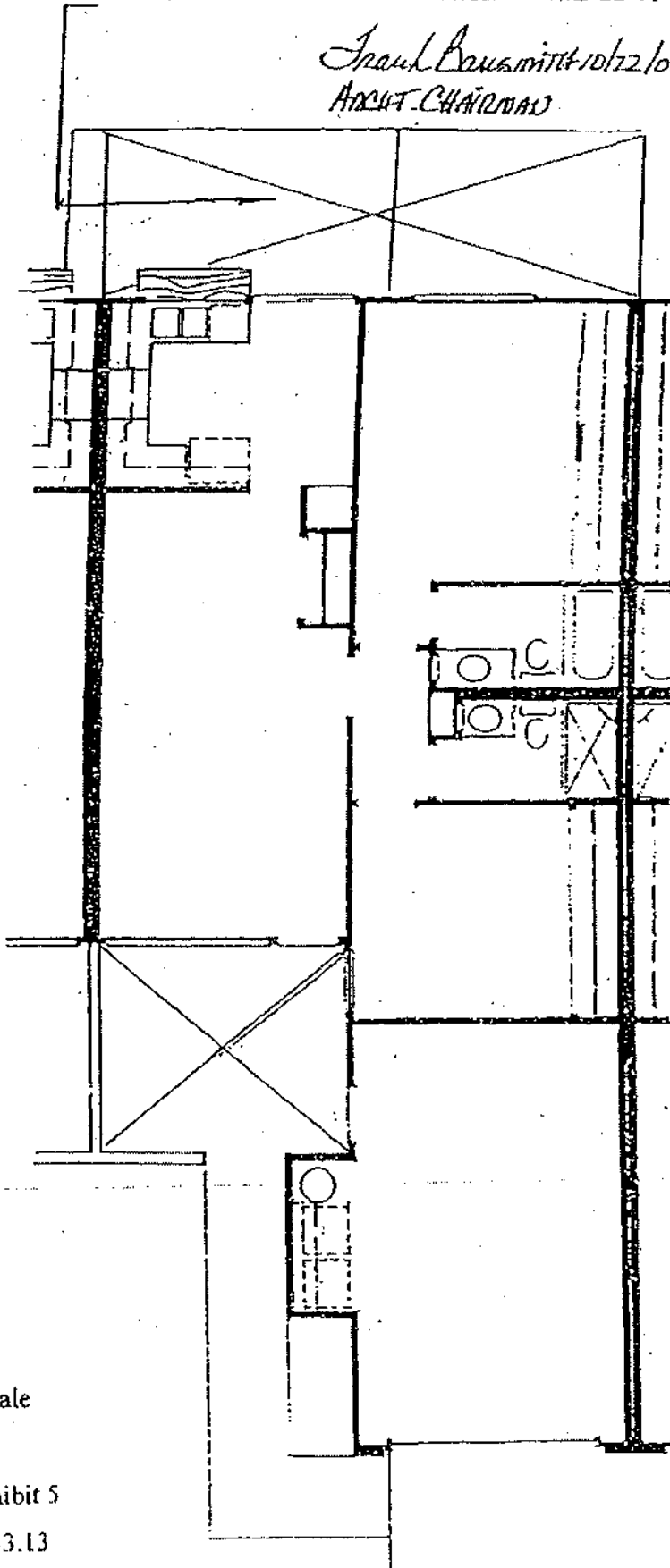
2 CAR GARAGE
Drawings not to scale

Exhibit 5
D-33.12

Leisure Village
The Newport (Interior)

"AND"
A "PATIO COVER" OR A "PATIO ENCLOSURE"
IS PERMITTED IN THIS AREA - MARKED "X"

Frank Baumgartner 10/22/01
ARCHT. CHAIRMAN



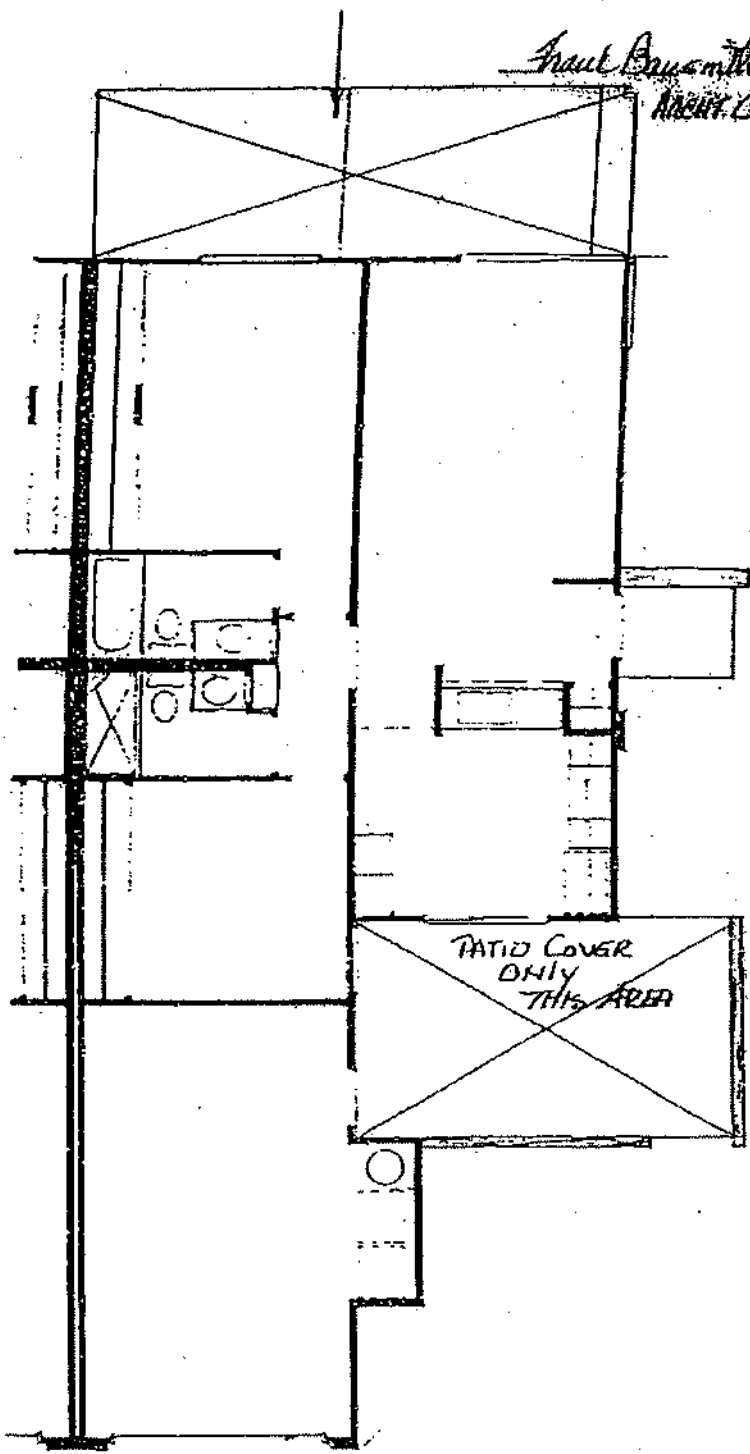
Drawings not to scale

Exhibit 5
D-33.13

Leisure Village
The Newport (Exterior)

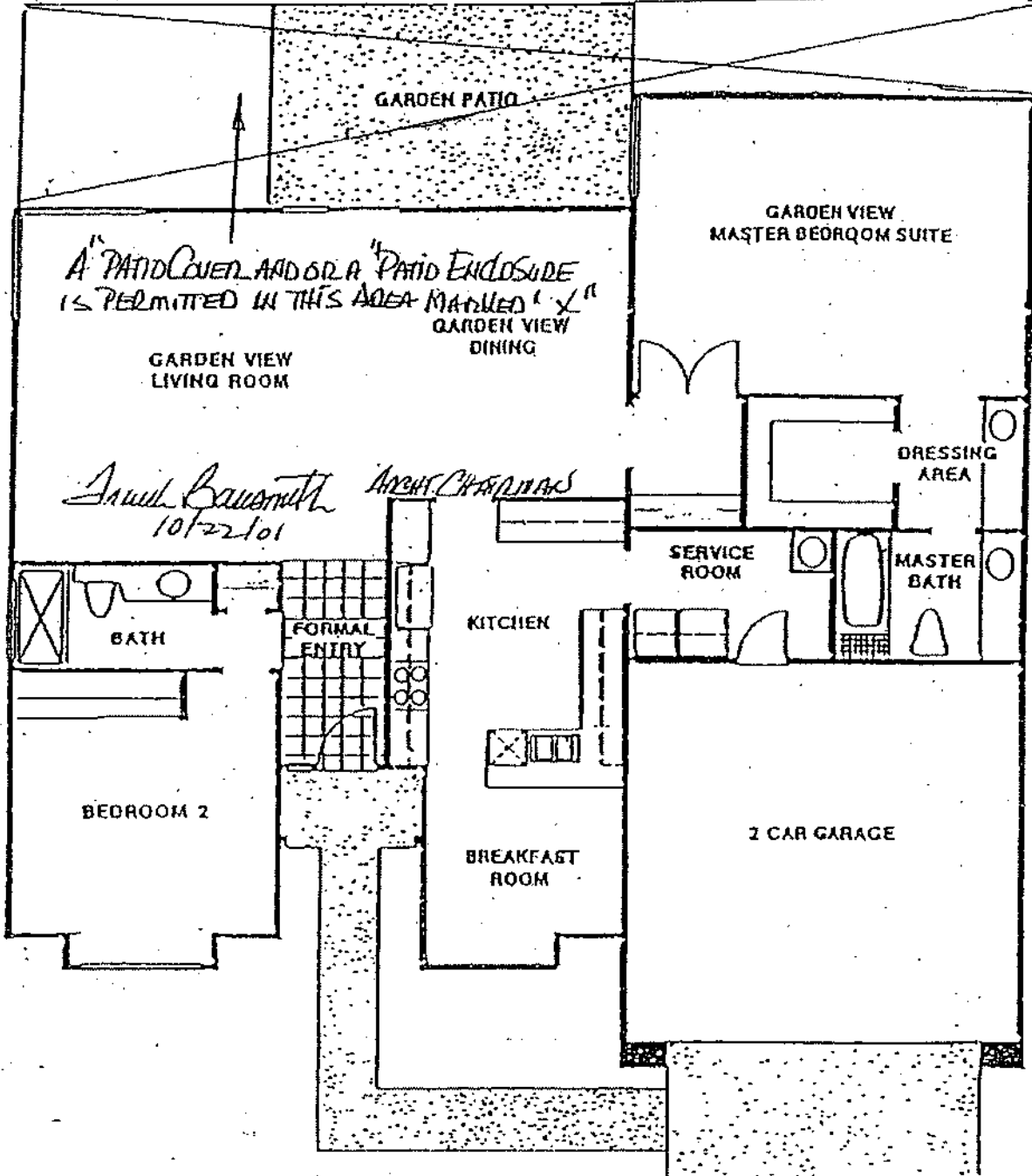
"AND"
"A PATIO COVER OR A PATIO-ENCLOSURE"
IS PERMITTED IN THIS AREA MARKED "X"

Frank Brucsmitt 10/22/01
ARCHT. (BAILMAN)



Drawings not to scale

Leisure Village
The Valencia



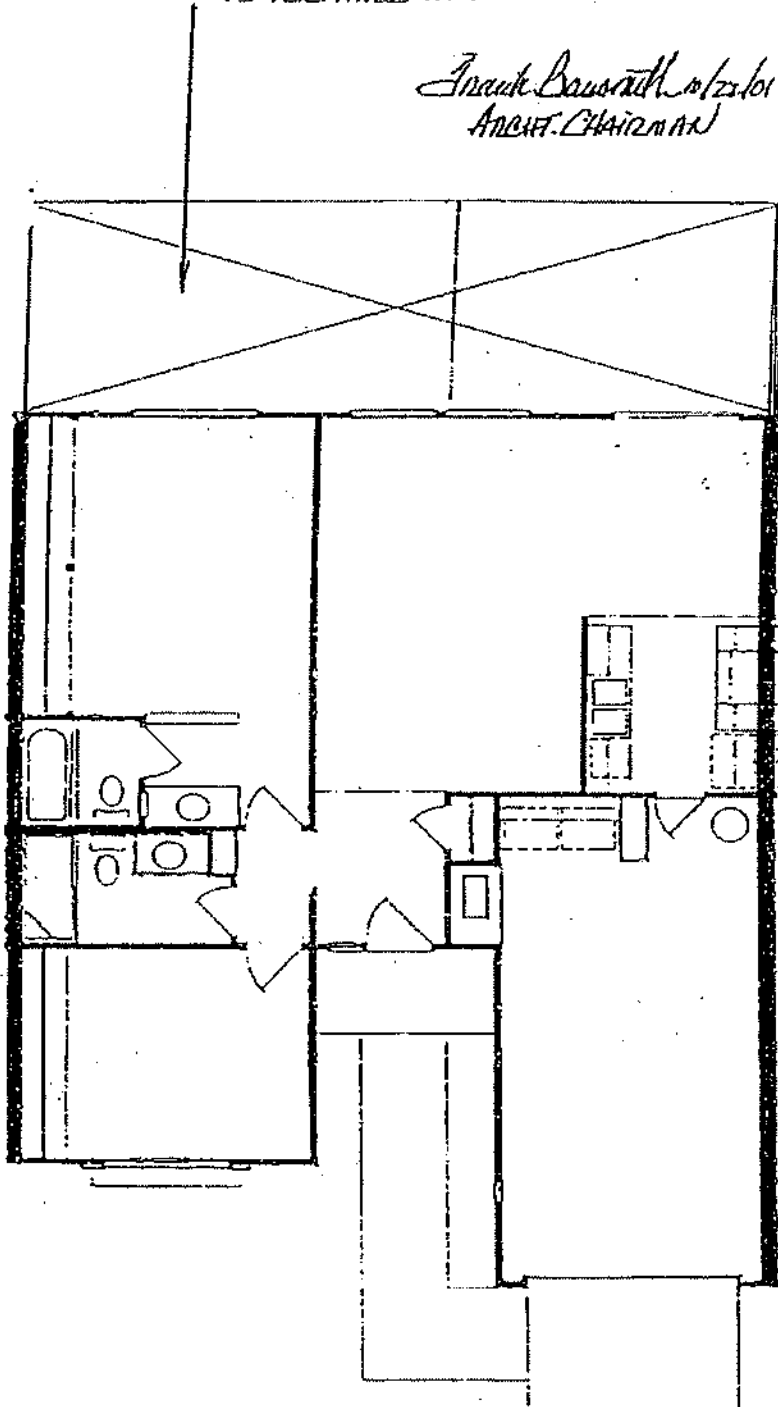
Drawings not to scale

Exhibit 6
D-33.15

Leisure Village
The Monterey (Interior)

^{AND}
A "PATIO COVER OR PATIO ENCLOSURE"
IS PERMITTED IN THIS AREA MARKED 'X'

Frank Bausath #123101
ARCHT. CHAIRMAN



Drawings not to scale

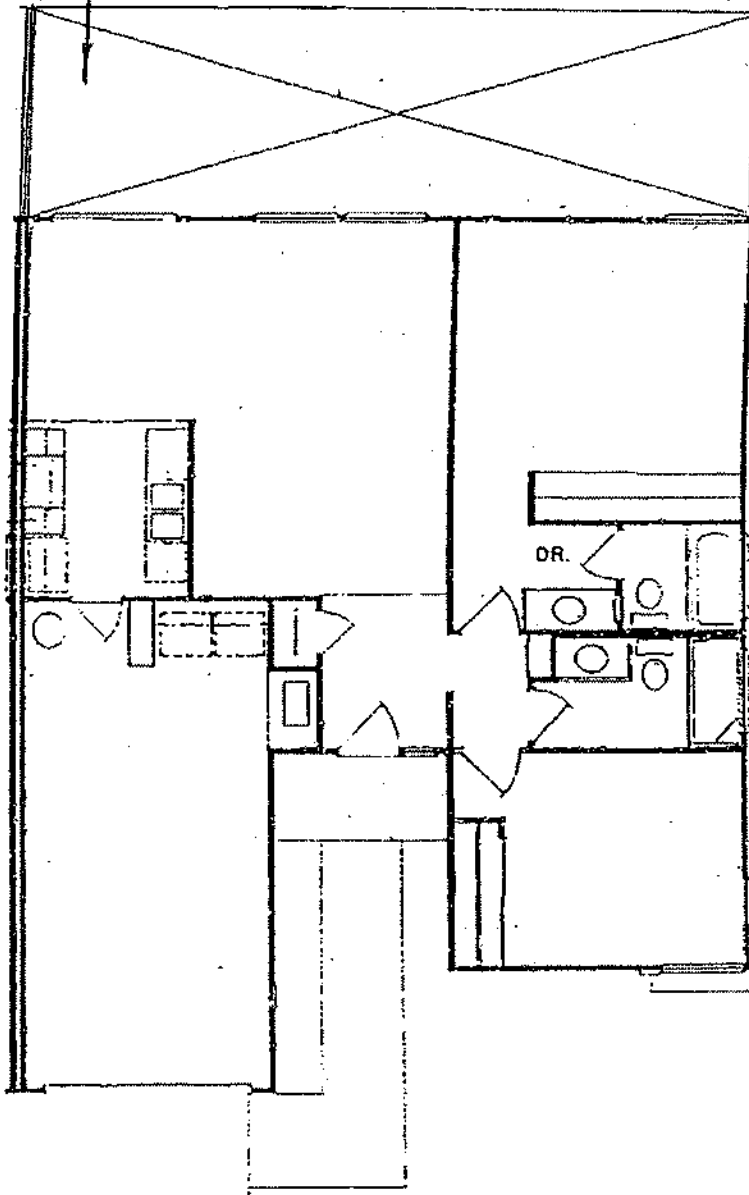
Exhibit 7

D-33.16

Leisure Village
The Monterey (Exterior)

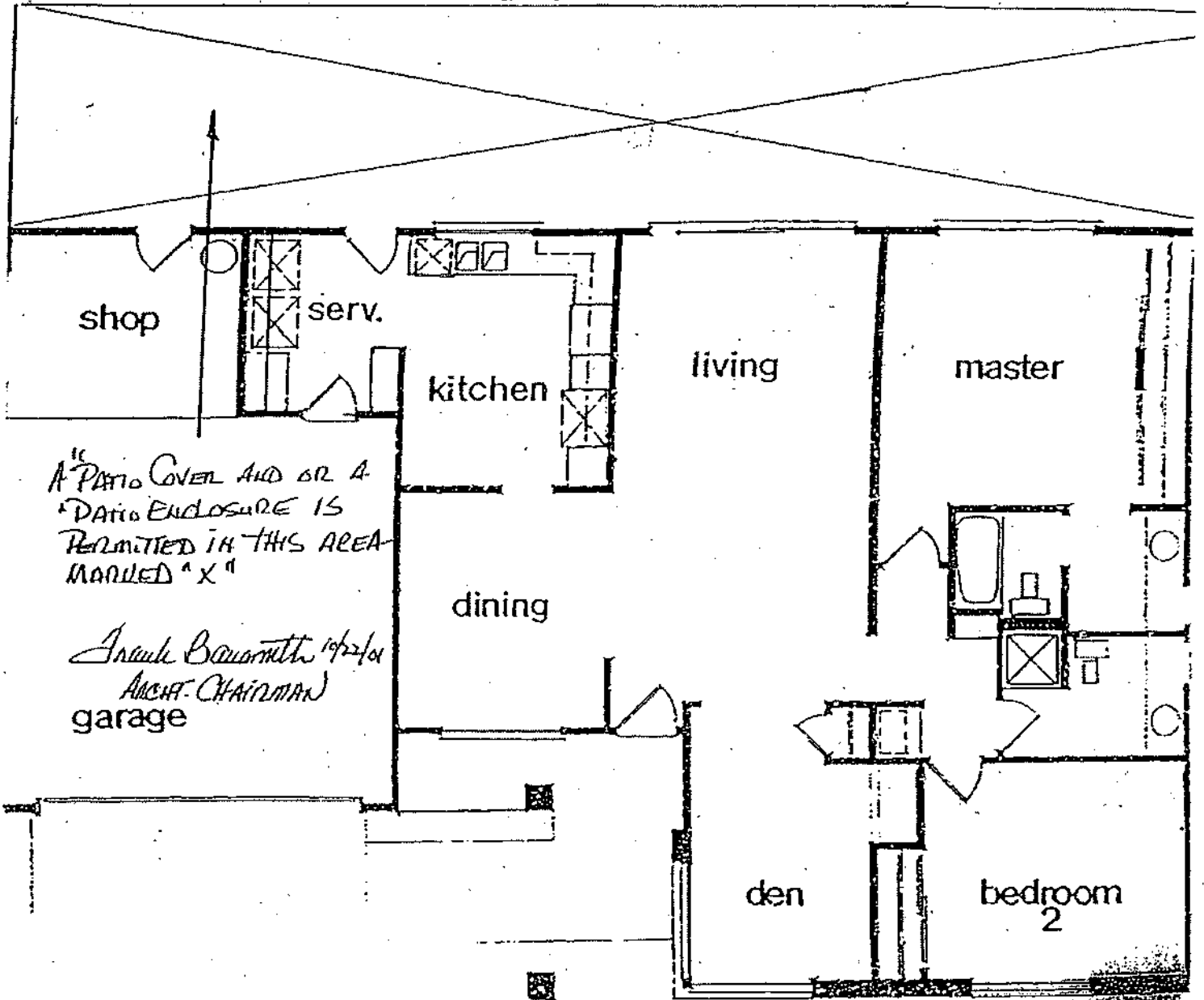
A "PATIO-COVER" AND "PATIO ENCLOSURE" IS
PERMITTED IN THIS AREA MARKED "X"

Frank Brusmitt 10/22/01
ARCHT. CHAIRMAN



Drawings not to scale

Leisure Village
The El Dorado (detached)



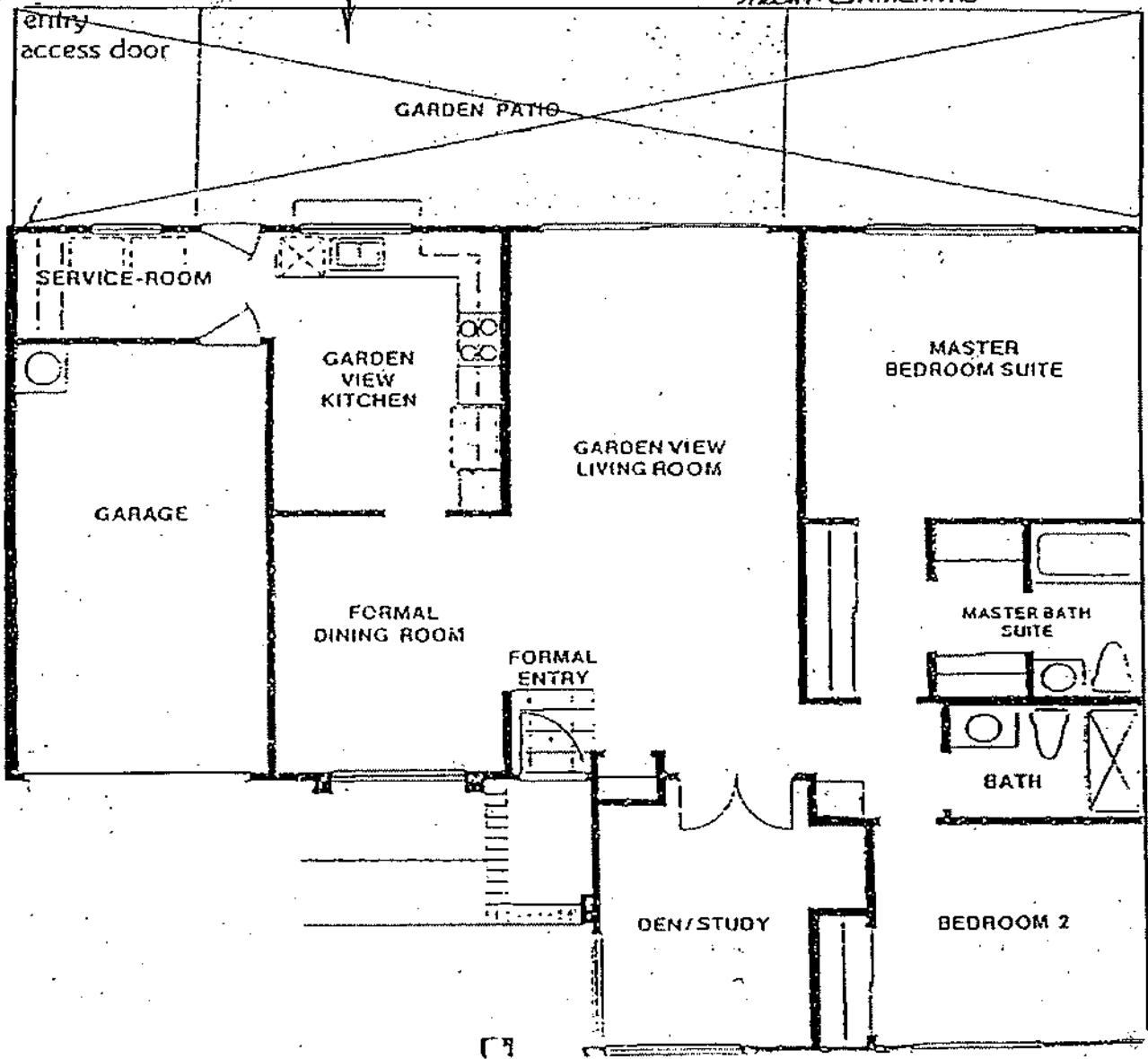
Drawings not to scale

Exhibit 8
D-33.18

Leisure Village
The Amalfi

A PATIO COVER AND OR A PATIO ENCLOSURE
IS PERMITTED IN THIS AREA MARKED "X"

Frank Bruner 10/22/01
ARCHT. CHAIRMAN

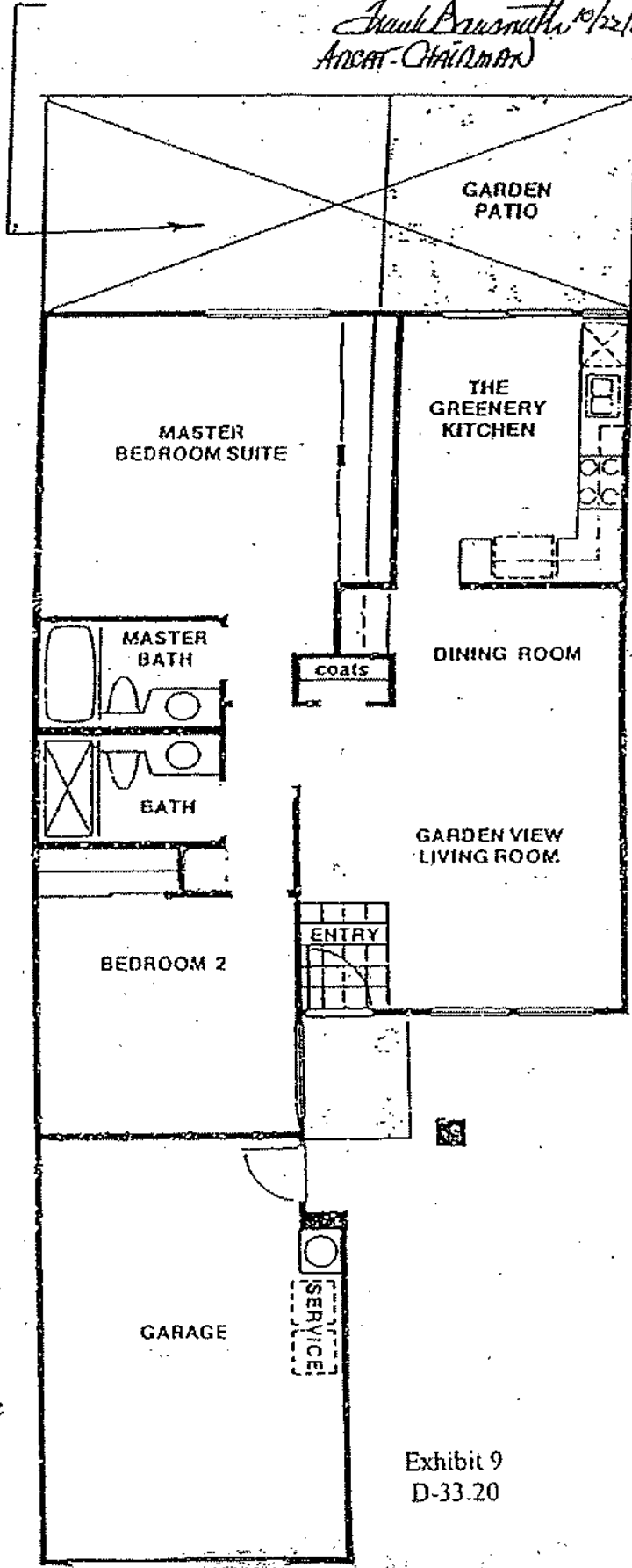


Drawings not to scale

Leisure Village
The Brentwood

"AND A PATIO COVER OR A PATIO ENCLOSURE"
IS PERMITTED IN THIS AREA MARKED "X"

Frank Brummitt 10/2/20
ANCA - CHAIRMAN



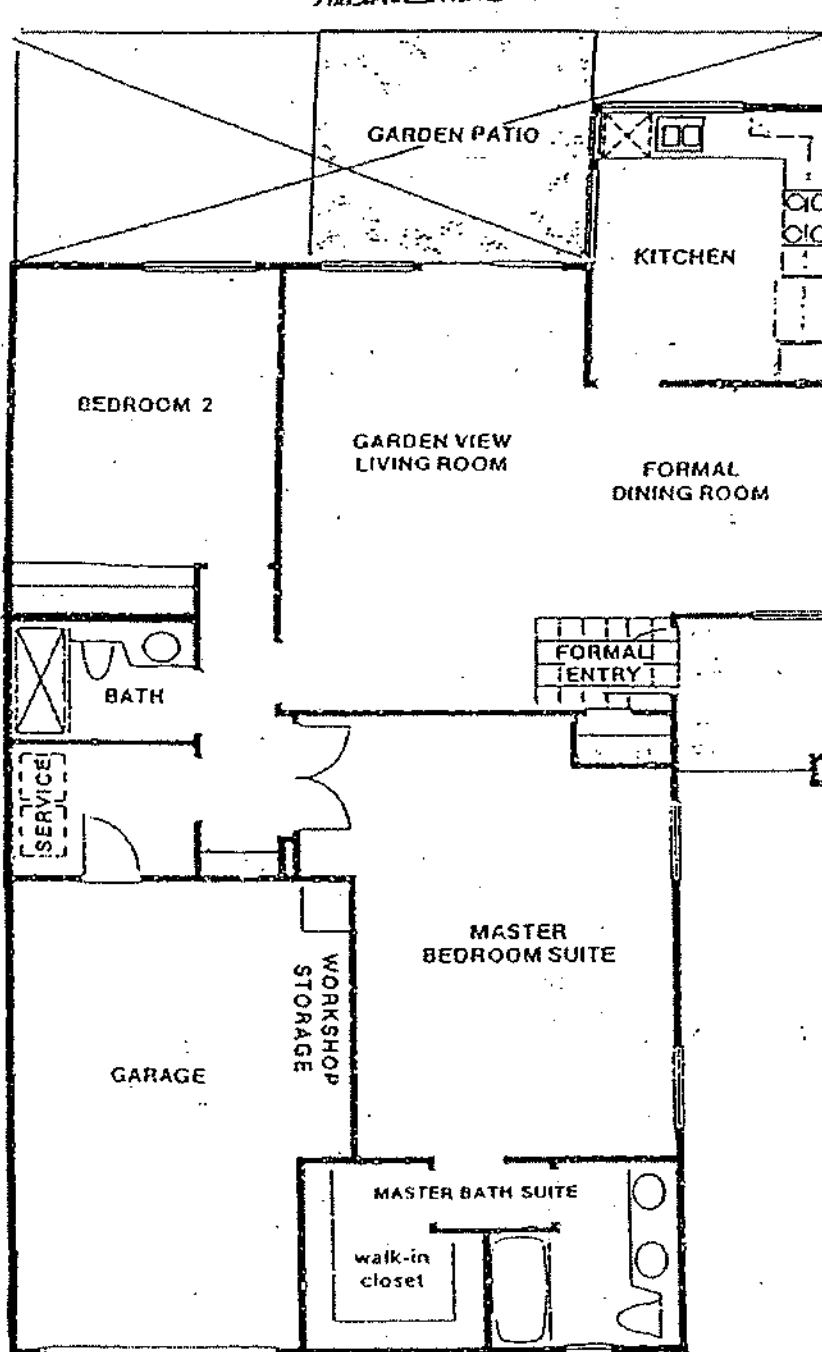
Drawings not to scale

Exhibit 9
D-33.20

Leisure Village
The Tolmby

A "PATIO COVER AND OR PATIO ENCLOSURE"
IS PERMITTED IN THIS AREA MARKED "X"

Annex Bausmith 10/22/01
ARCHT. CHAIRMAN



Drawings not to scale

THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT B

**SUBDIVISION MAP
OF THE 8919.787 ACRE PORTION OF THE
RANCHO CALLEGUAS
VENTURA COUNTY, CALIFORNIA**

AS RECORDED IN VENTURA COUNTY RECORDS, BOOK 22, PAGE 248; BOOK 49, PAGE 80; BOOK 50, PAGE 280.
CONTAINING 10881-07 ACRES
SUBDIVY PLAN-8971, 108, 109, MARCH 1928, BY GEORGE W. WALKER, JR.

SCALE 1"=500 FT.

WE the undersigned, Adolfo Camerillo, and Juan E. Camerillo, by Adolfo Camerillo, his attorney in fact, and Union Oil Company of California, a corporation, and National Oil Company, a corporation, organized under the laws of the State of Oregon, and The Pacific Telephone and Telegraph Company, a corporation, do hereby certify that we are the owners of or interested in, the land included within the colored border line on the annexed subdivision map entitled, "Subdivision Map of Rancho Calleguas, Ventura County, California," and that we are the only persons or corporations whose consents are necessary to pass a clear title to said land, and we, the said Adolfo Camerillo and Juan E. Camerillo, by Adolfo Camerillo his duly authorized attorney in fact, and Union Oil Company of California, a corporation, and National Oil Company, a corporation, and The Pacific Telephone and Telegraph Company, a corporation, do hereby consent to the making of said map and subdivision shown within said colored border line, and do hereby grant and dedicate to the public for public use all streets and highways shown on said map within said subdivisions, excepting and reserving from certain lots shown in said subdivisions and not including the same to public use, the following strips of land to-wit: a strip of land 100 feet in width, lying twenty-five feet on each side of and parallel with the lot line common to Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156,

See Sheet No. 4

LOT 5

LOT 1

OF

LOT 2
NOT

LOT 3

LOT 4

LOT 14

Abandon and
cancel station
Sheet 1942

LOT 18

PARCEL D

PARCEL E

PART

LOT 21

THIS

SUBDIVISION

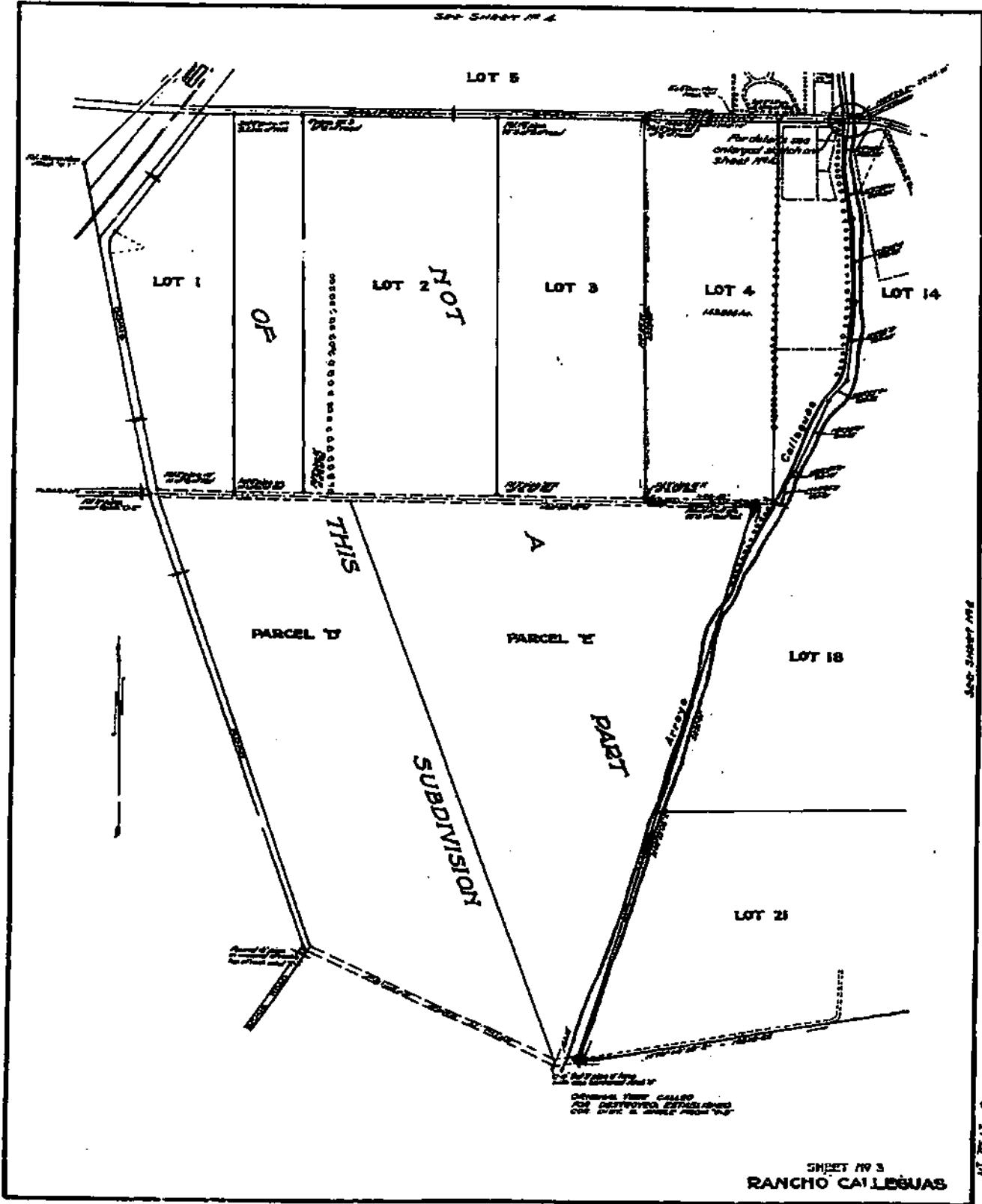
A

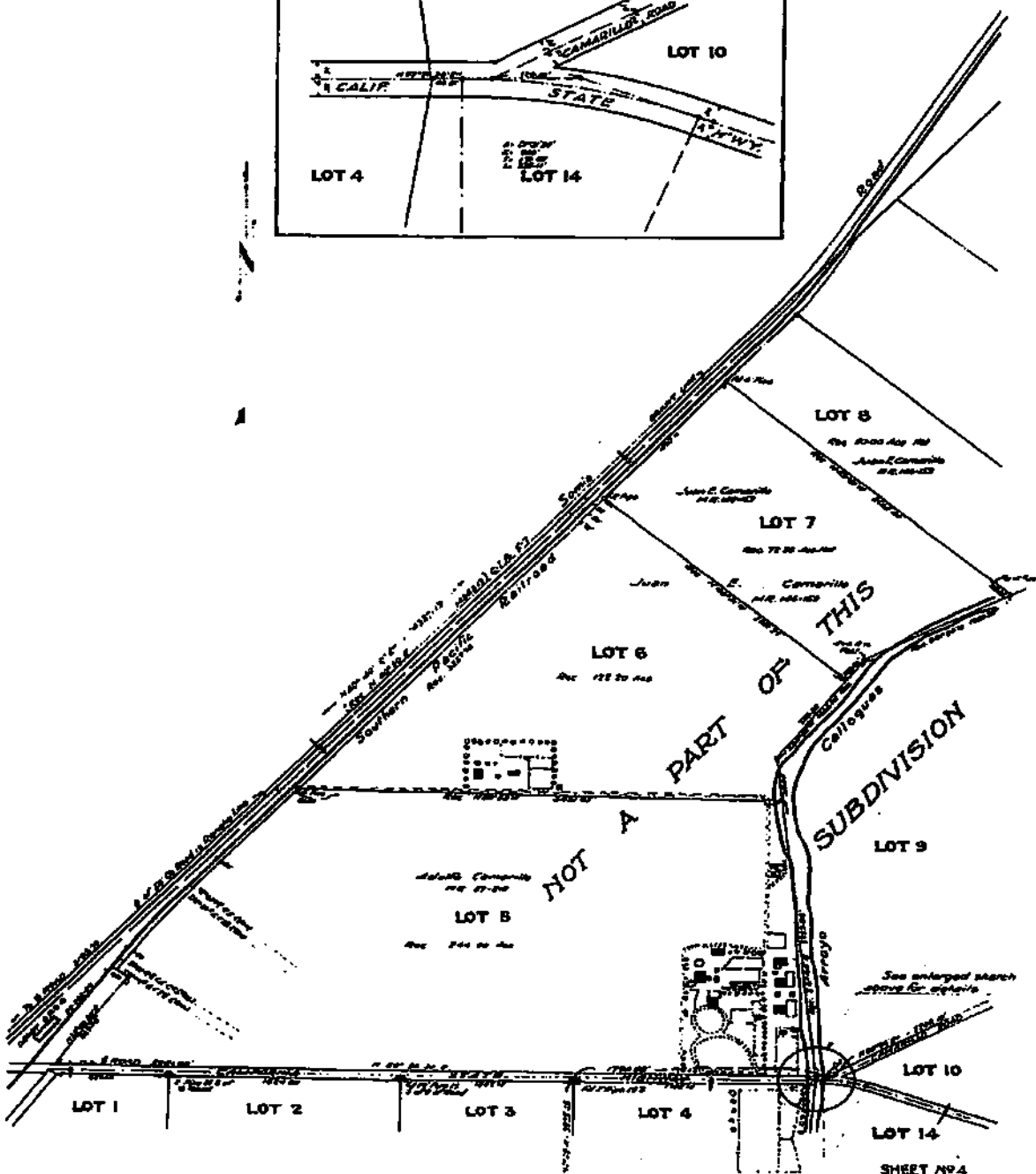
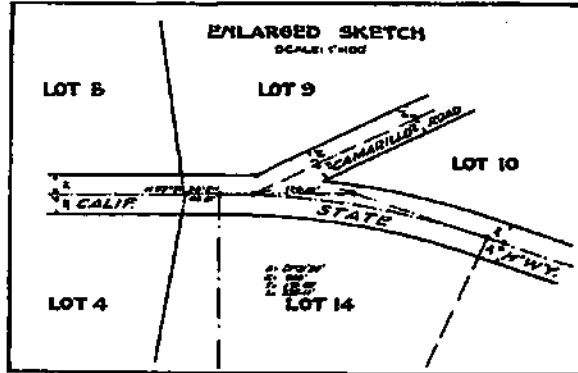
SHEET NO 3
RANCHO CALLEGUAS

See Sheet No. 2

17 of 19

ORIGINAL THIS CALLED
FOR DELETED ESTABLISHING
ON LOT 2 & 3 FROM 1942

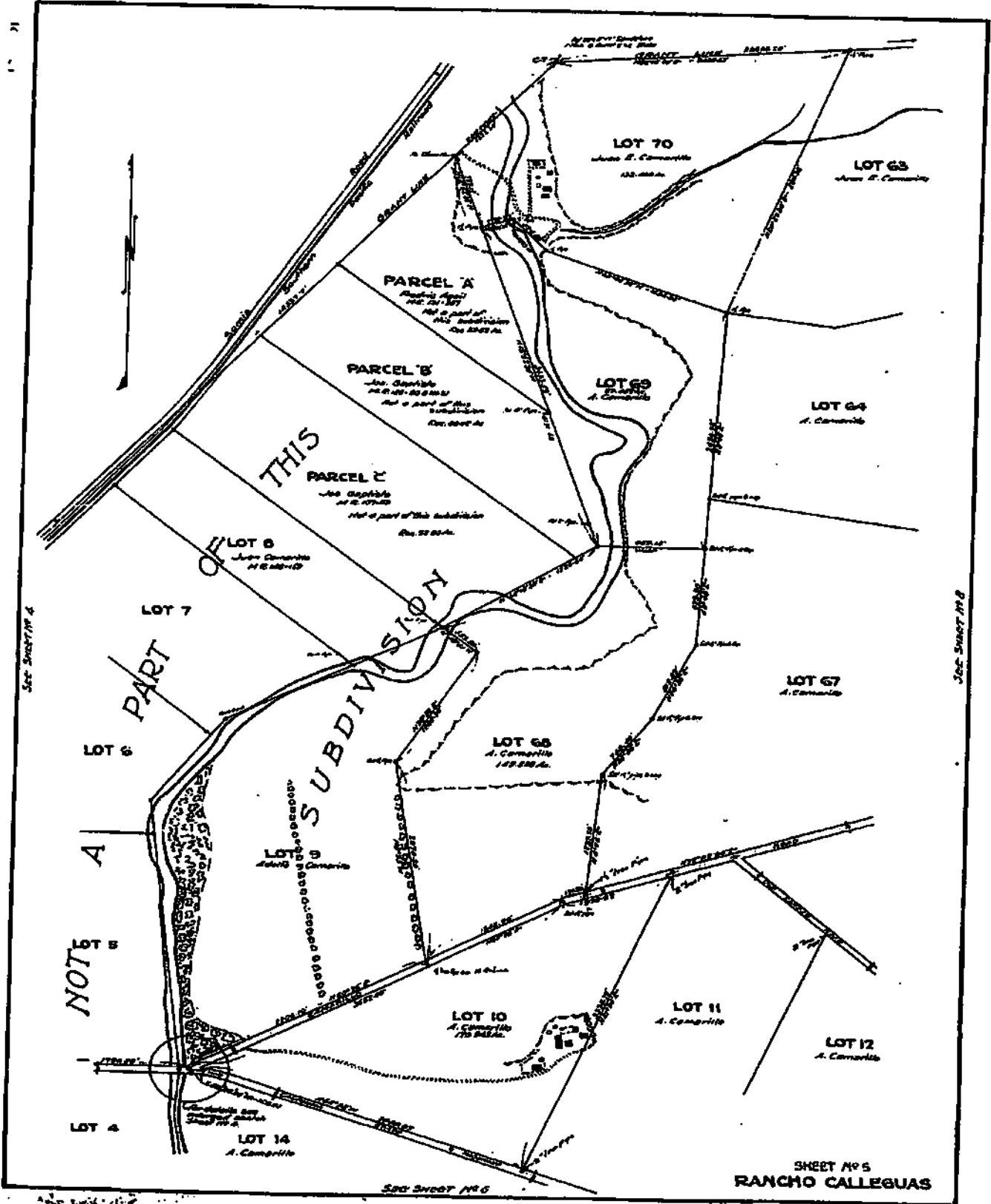


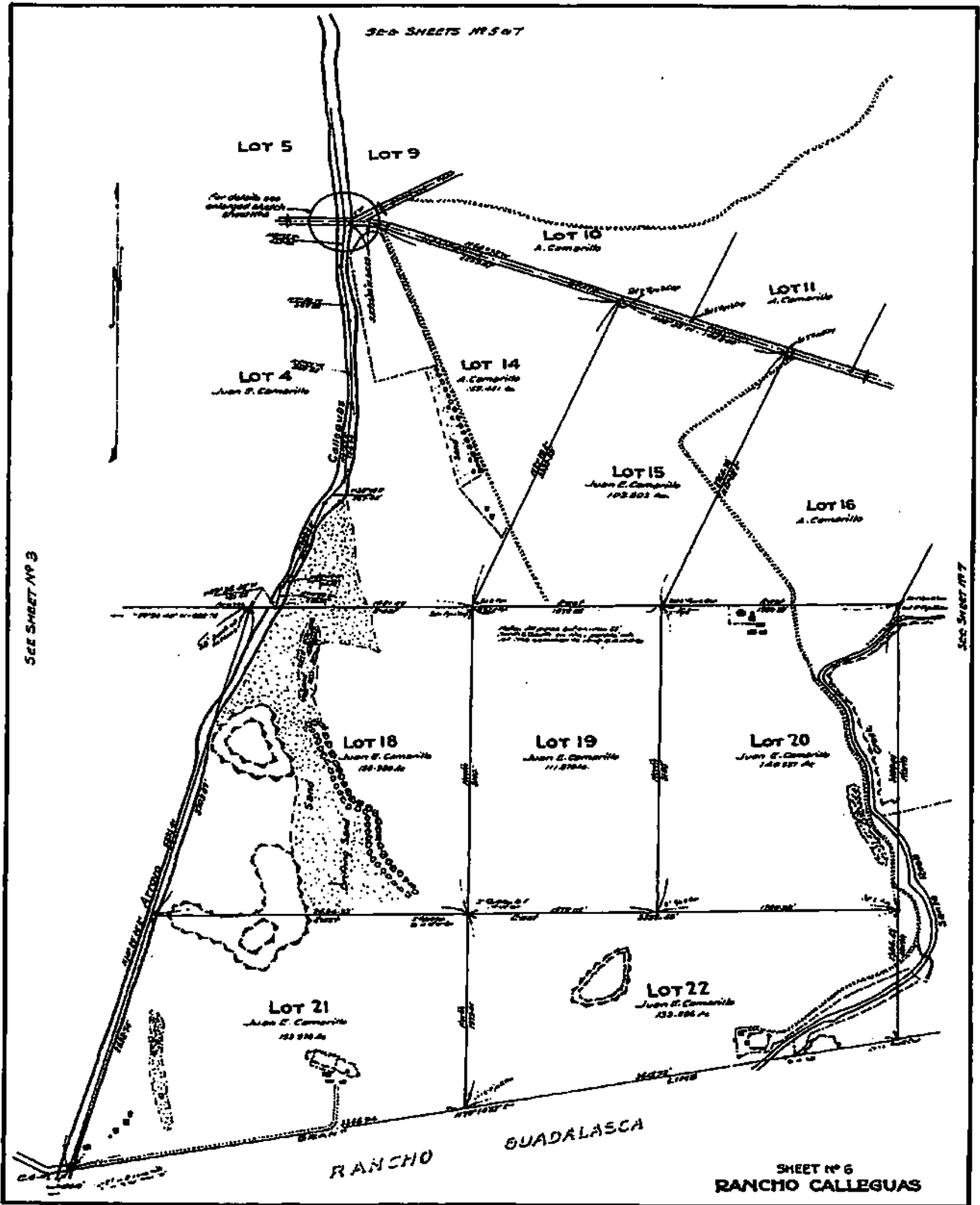


See Sheet No. 3

SHEET No. 4
RANCHO CALLEGUAS

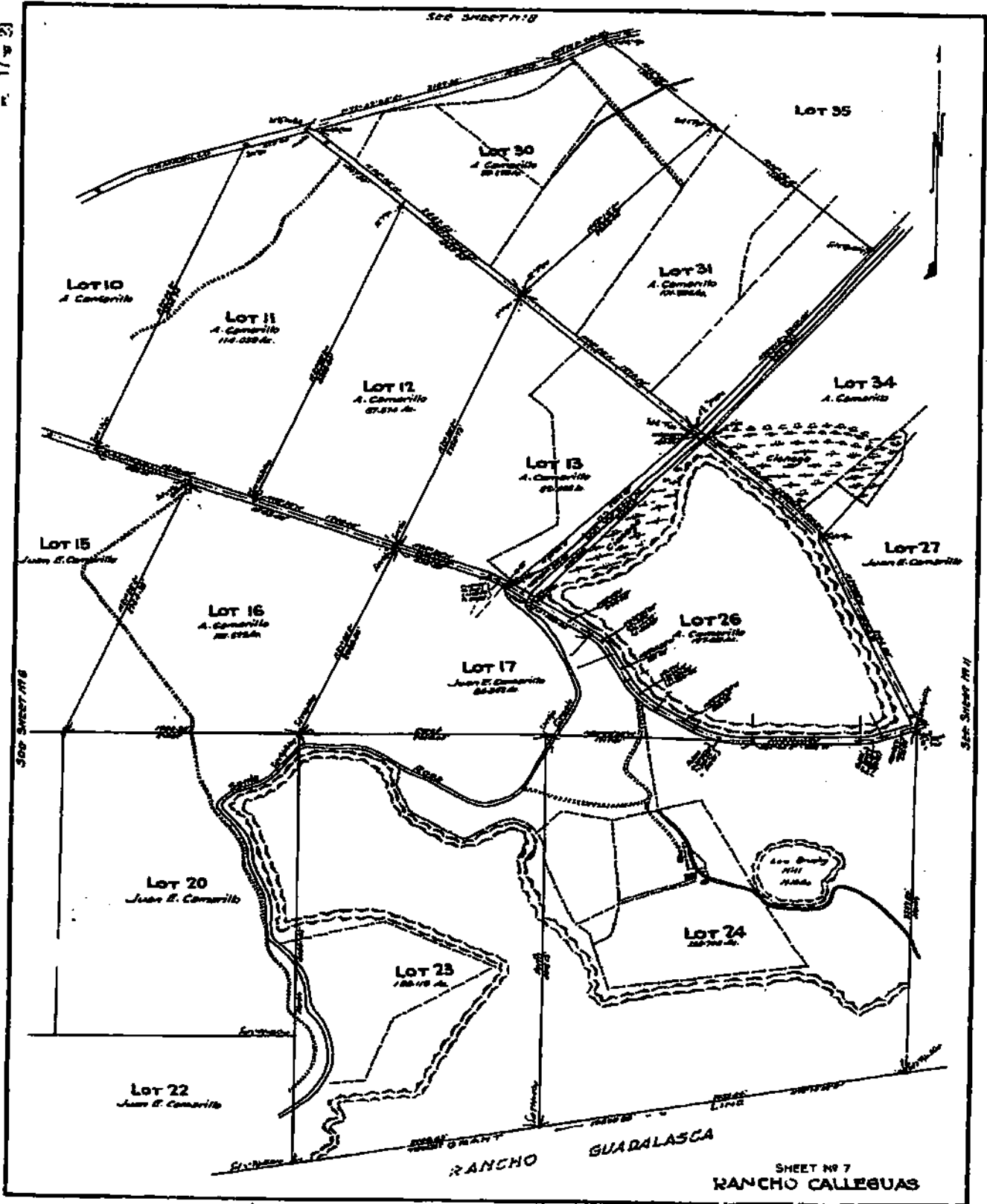
See Sheet No. 5

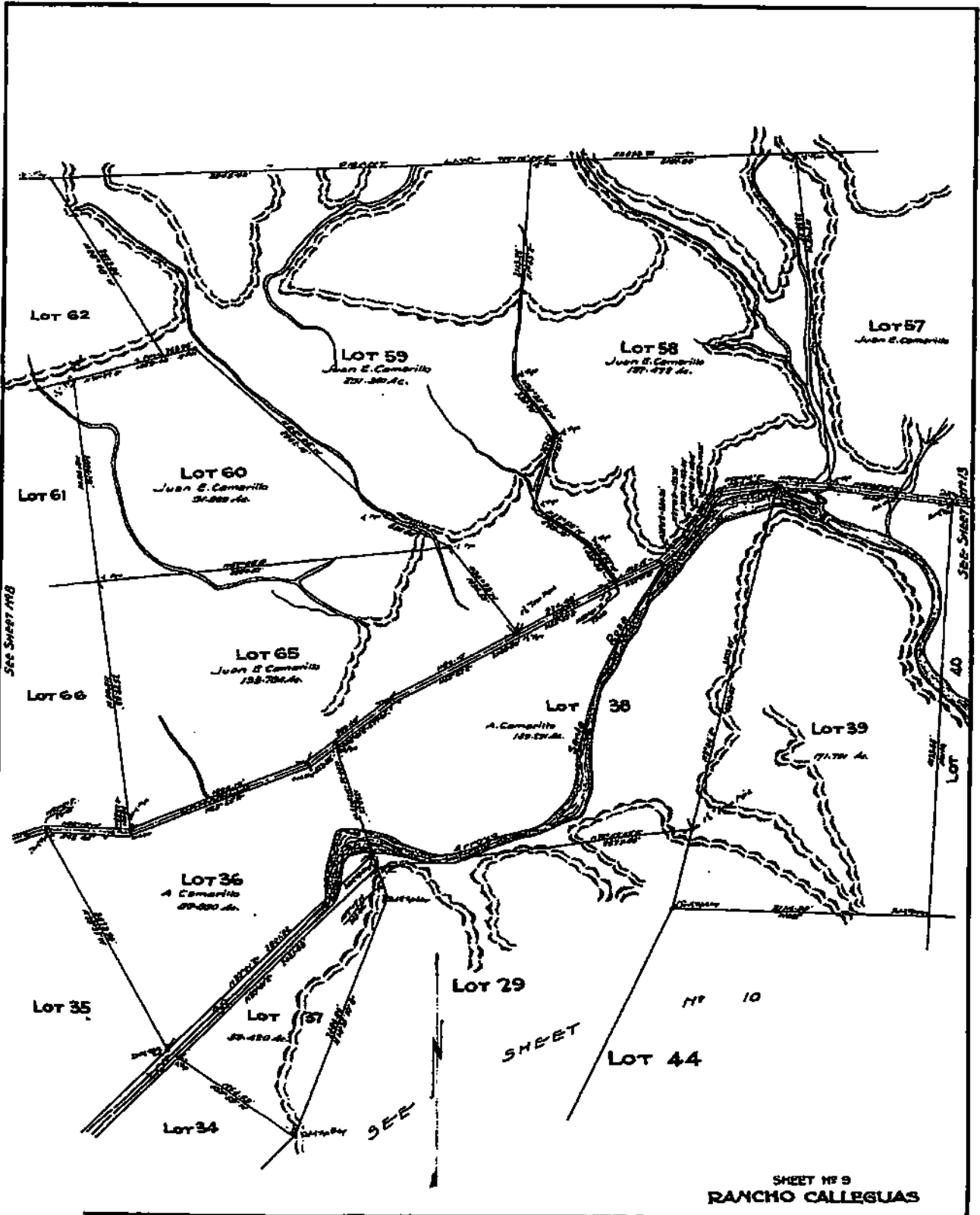




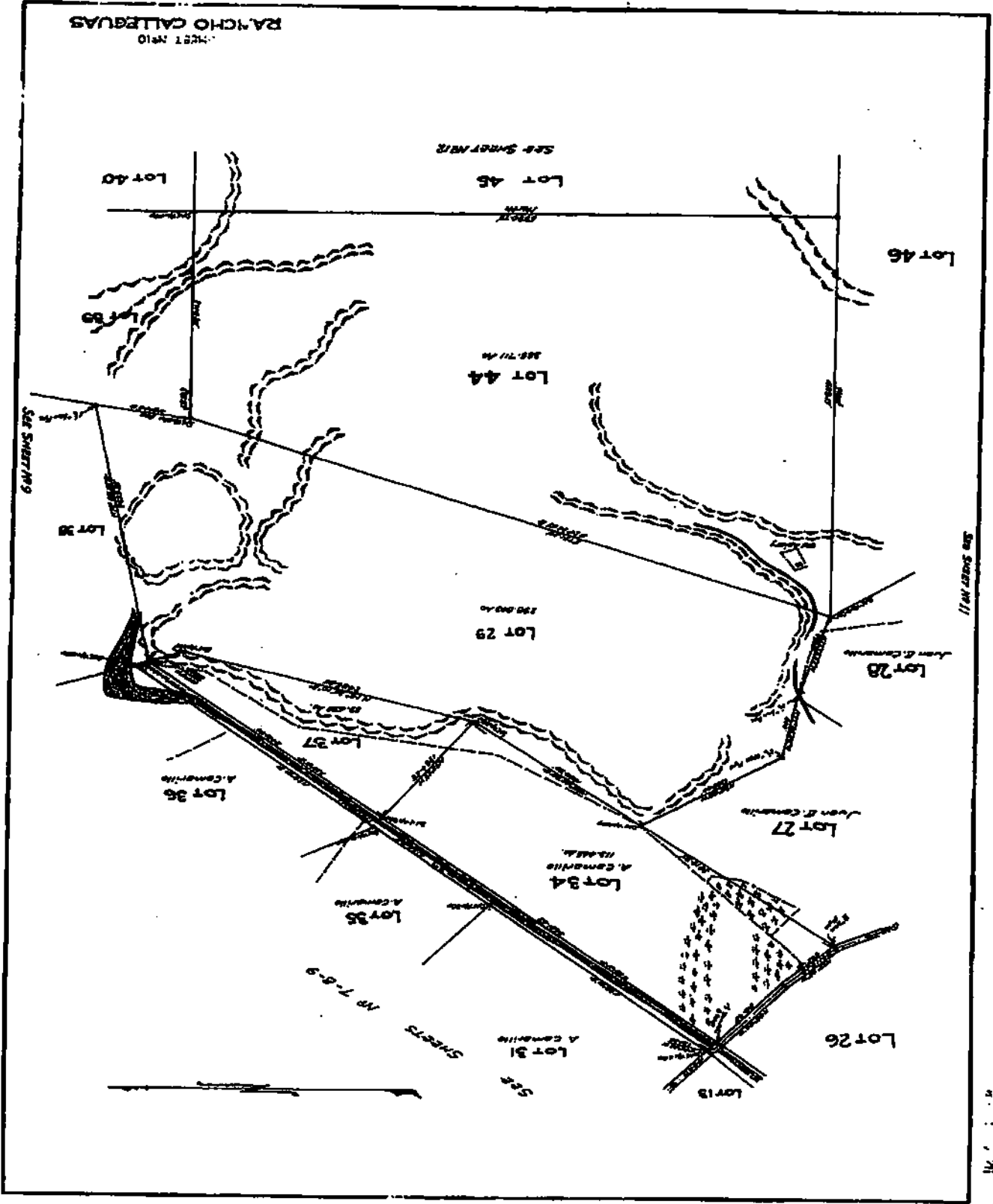
23

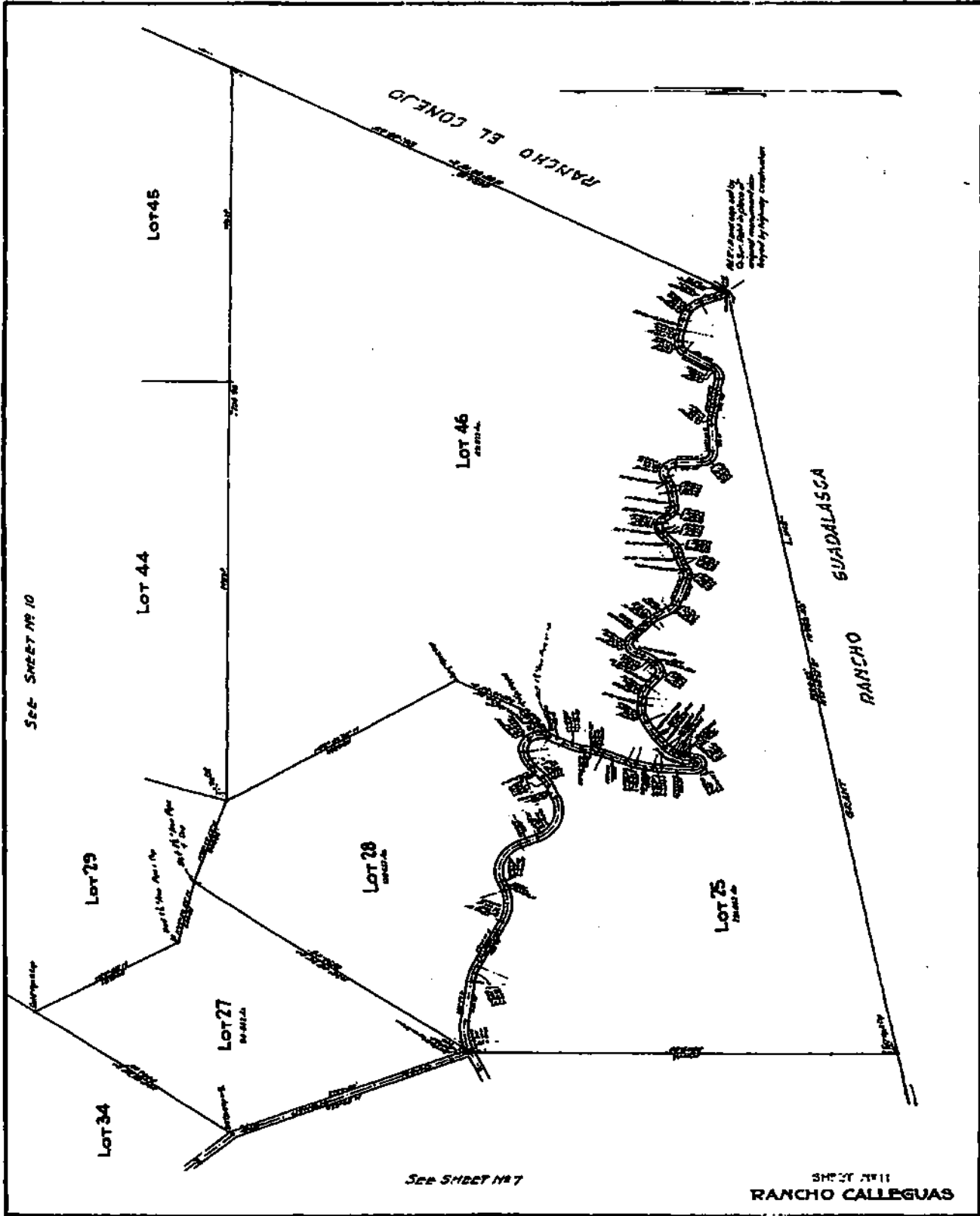
17-23





RANCHO CALLEBUAS
NEXT No 10





SEE SHEET NO 13

LOT 39

LOT 41

LOT 43

LOT 44

LOT 45

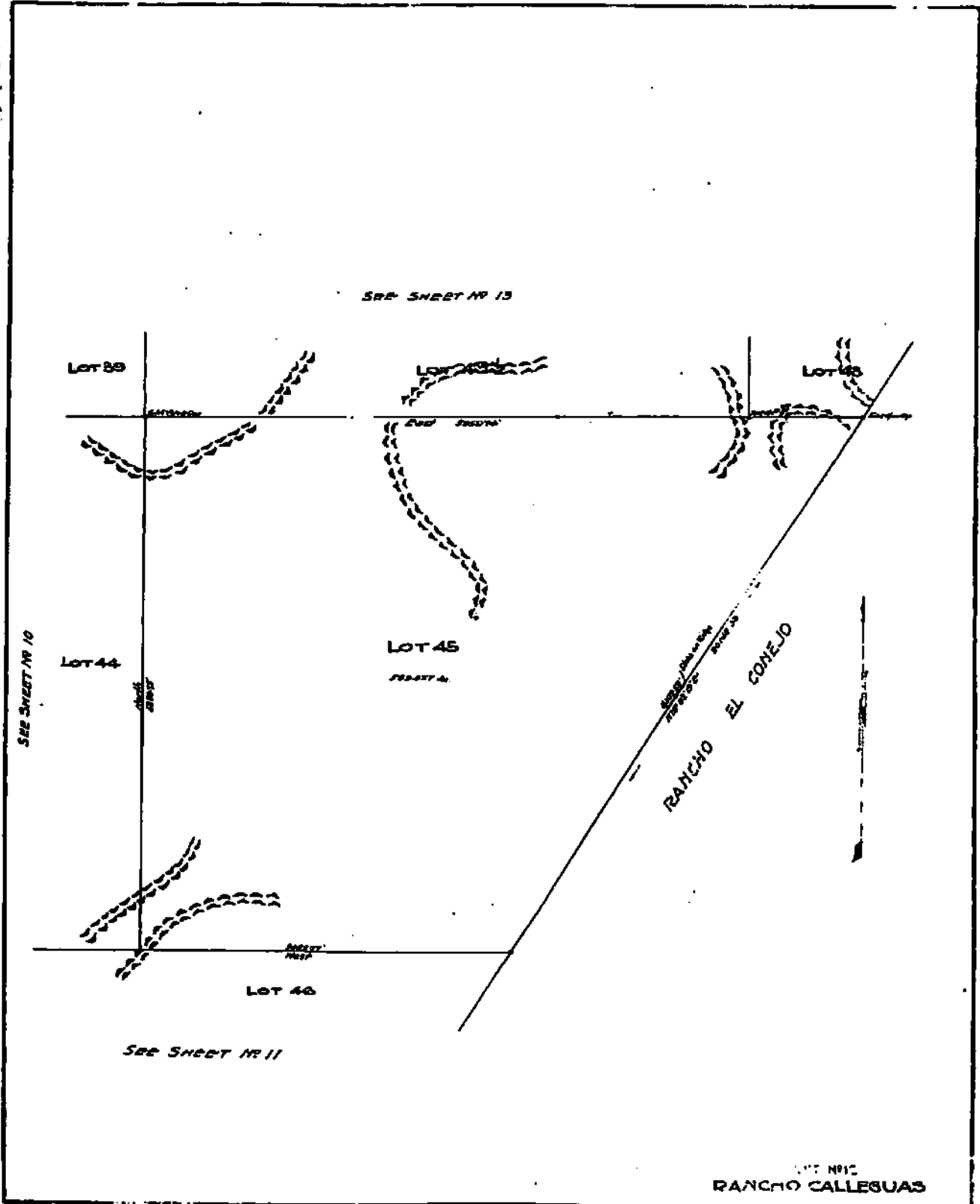
FRONT 4'

LOT 40

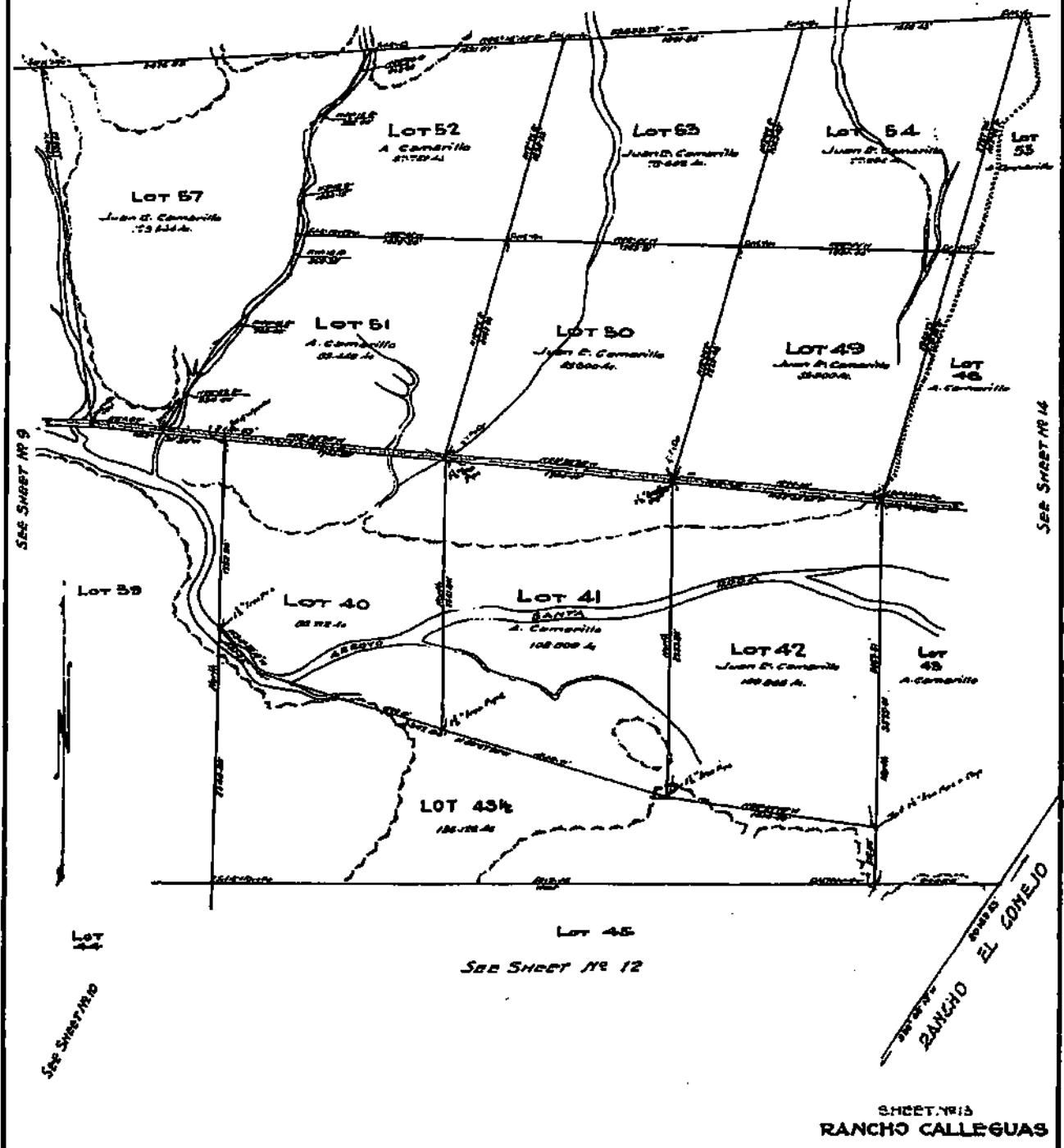
SEE SHEET NO 11

SEE SHEET NO 10
FRONT 20'
RANCHO EL CONEJO

SEE SHEET NO 12
RANCHO CALLESUAS



RANCHO LAS POSAS



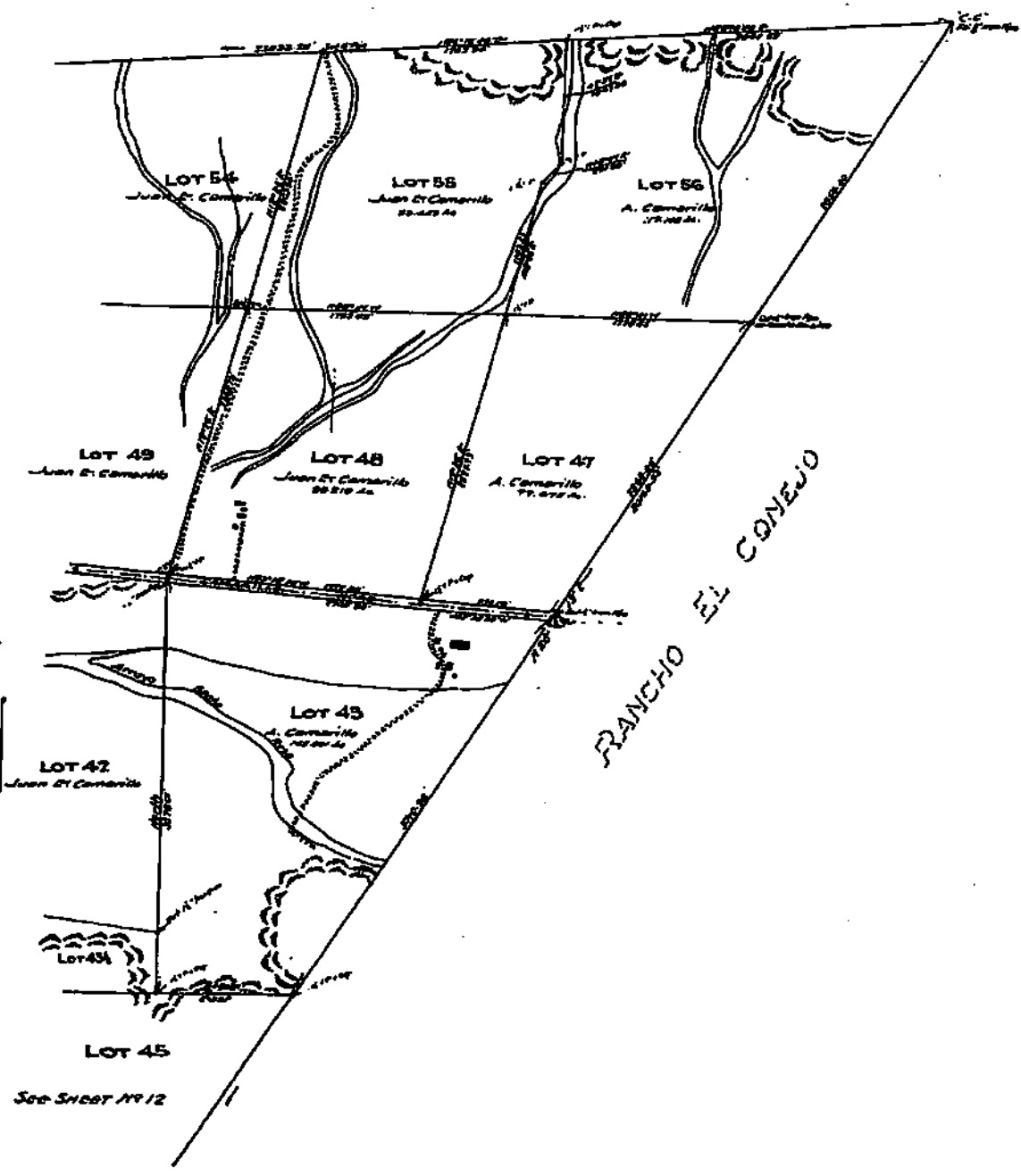
SHEET NO 13
RANCHO CALLEGUAS

30

17-31

RANCHO LAS POSAS

SEE SHEET NO 13



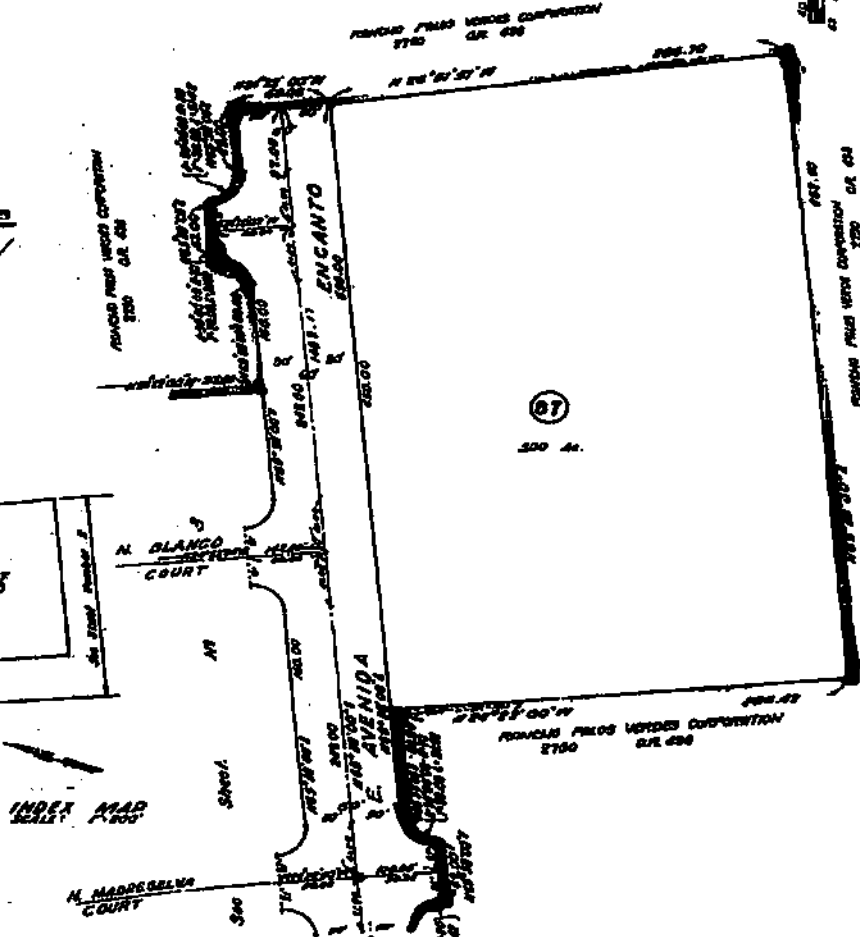
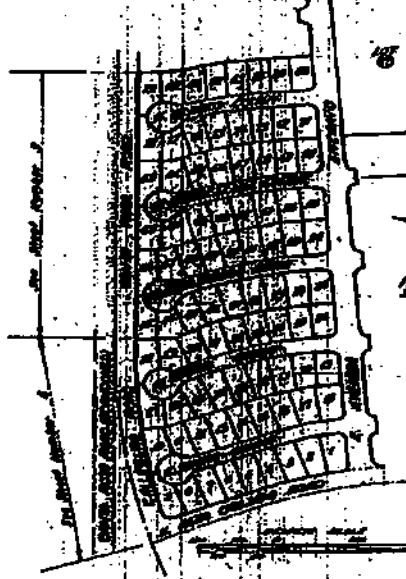
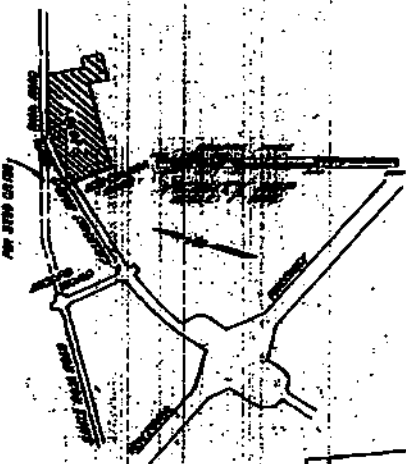
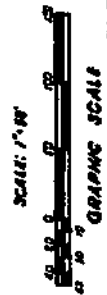
RANCHO EL CONEJO

SHEET NO 14
RANCHO CALLEGUAS

TRACT NO. 2035-1

IN UNINCORPORATED TERRITORY
SOUTH PORTION OF LOT 11 AND 30 OF RANCHO
SANTA ANA, AS SHOWN IN BOOK 0,
PAGE 10 OF THE COUNTY RECORDS IN THE
OFFICE OF THE COUNTY RECORDER,
VENTURA COUNTY, CALIFORNIA.
(JANUARY, 1961)

BEFORE OF ME,
The County Clerk of the County of Ventura, California, do hereby certify that the foregoing is a true and correct copy of the original map as filed in my office on this 15th day of August, 1960.

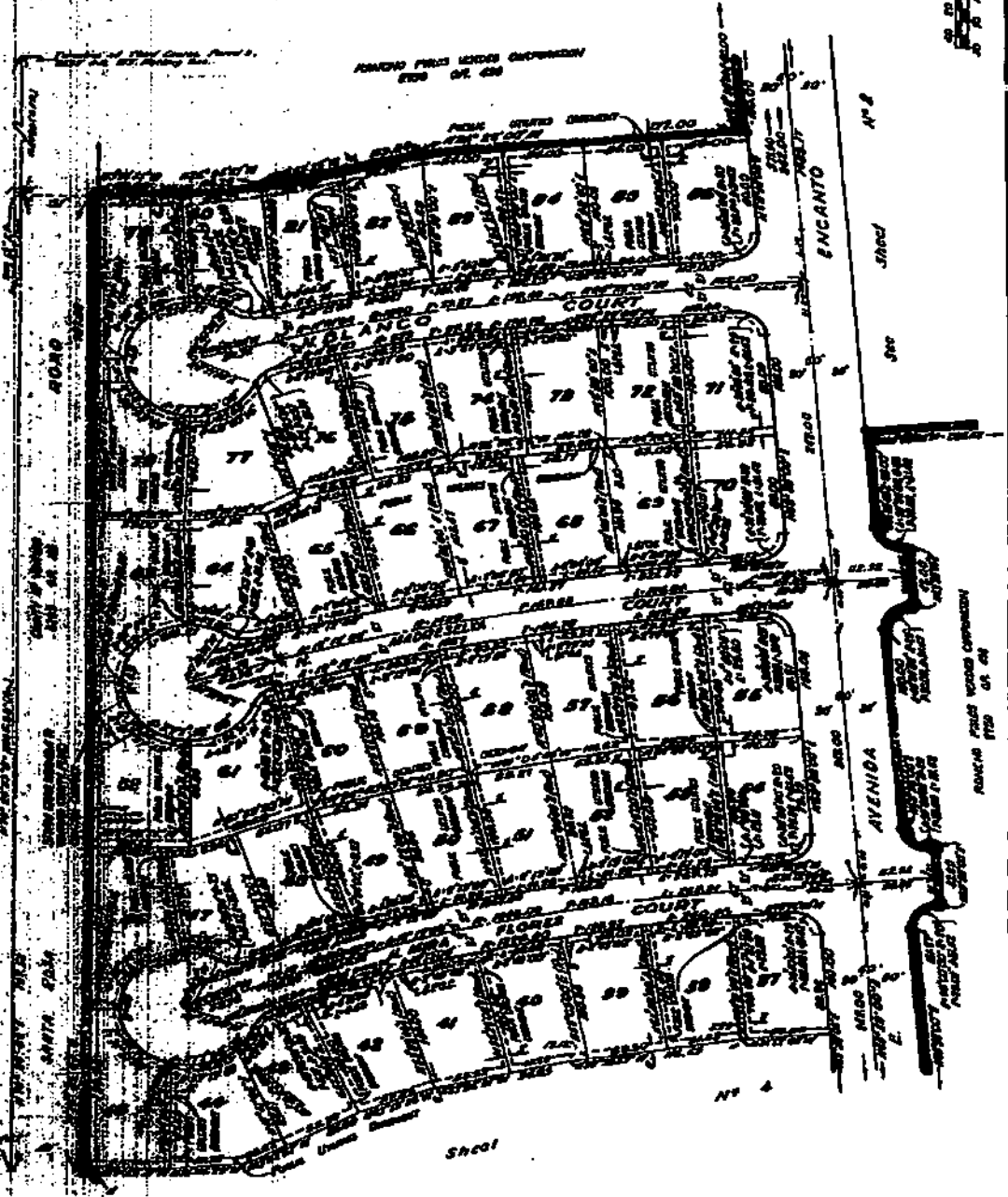
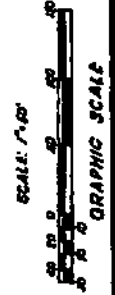


NOTE: FOR DOCUMENT AFFECTING INTERESTS IN THIS MAP SEE BOOK 2035 PAGE 235 RECORDED ON AUGUST 9, 1970

TRACT NO. 2035-1

IN UNINCORPORATED TERRITORY
BEING A PORTION OF LOTS 14 AND 20 OF RANCHO
CALLEJAS DE SAN JUAN, RECORDED IN BOOK
17, PAGE 10 OF MISCELLANEOUS RECORDS
IN THE OFFICE OF THE COUNTY RECORDER,
VENTURA COUNTY, CALIFORNIA
February, 1923

LIST OF ADJACENT
The portion of the Rancho Callejas de San Juan, recorded in Book 17, Page 10 of Miscellaneous Records, in the Office of the County Recorder, Ventura County, California, which is shown on this map as being adjacent to the Tract No. 2035-1, is as follows:
To the North, the Rancho of the State of California, recorded in Book 17, Page 10 of Miscellaneous Records, in the Office of the County Recorder, Ventura County, California.
To the South, the Rancho of the State of California, recorded in Book 17, Page 10 of Miscellaneous Records, in the Office of the County Recorder, Ventura County, California.
To the East, the Rancho of the State of California, recorded in Book 17, Page 10 of Miscellaneous Records, in the Office of the County Recorder, Ventura County, California.
To the West, the Rancho of the State of California, recorded in Book 17, Page 10 of Miscellaneous Records, in the Office of the County Recorder, Ventura County, California.



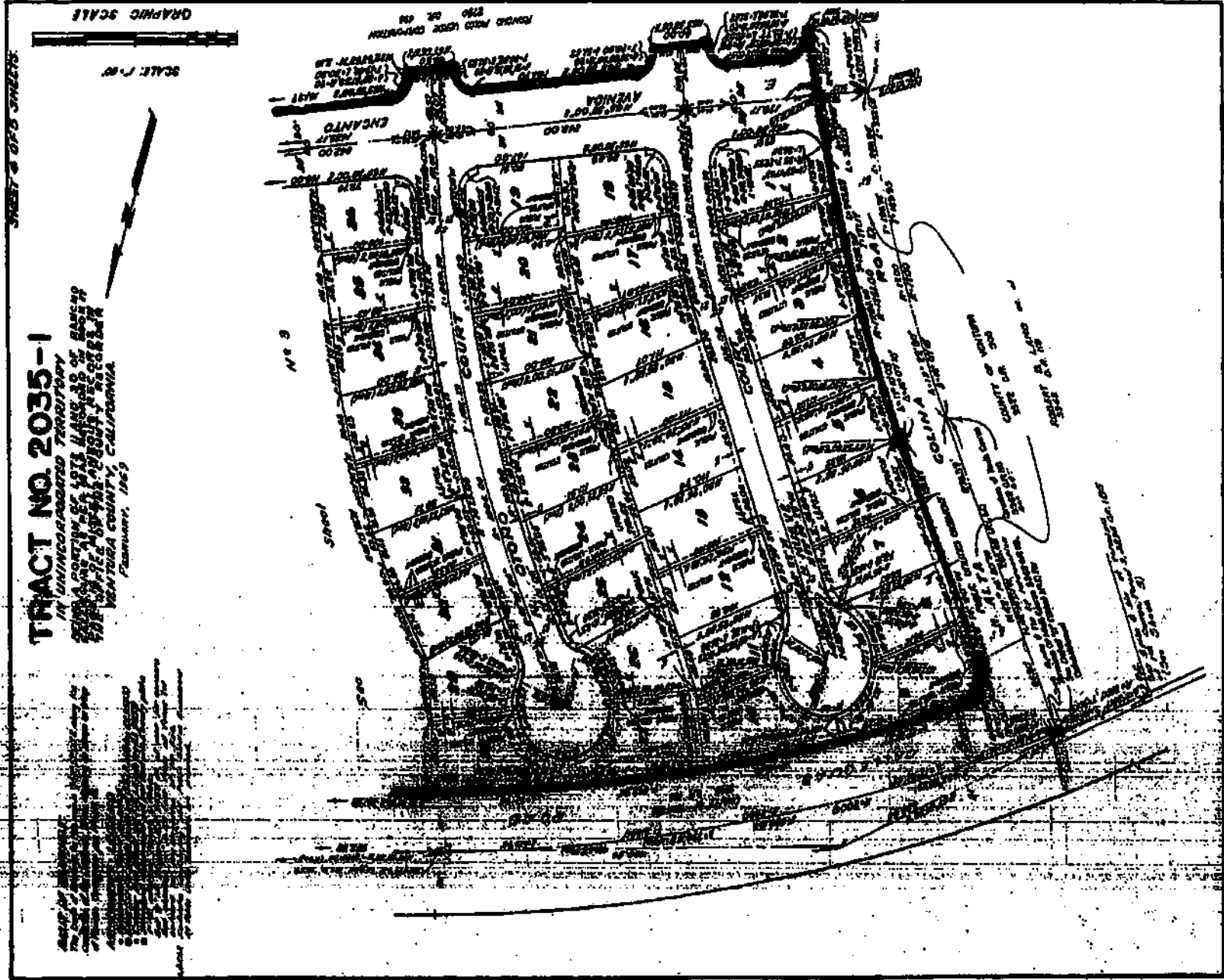
NOTE: FOR DOCUMENT AFFECTING INTERESTS IN THIS MAP SEE BOOK 1703 PAGE 133 RECORDED ON AUGUST 21, 1920

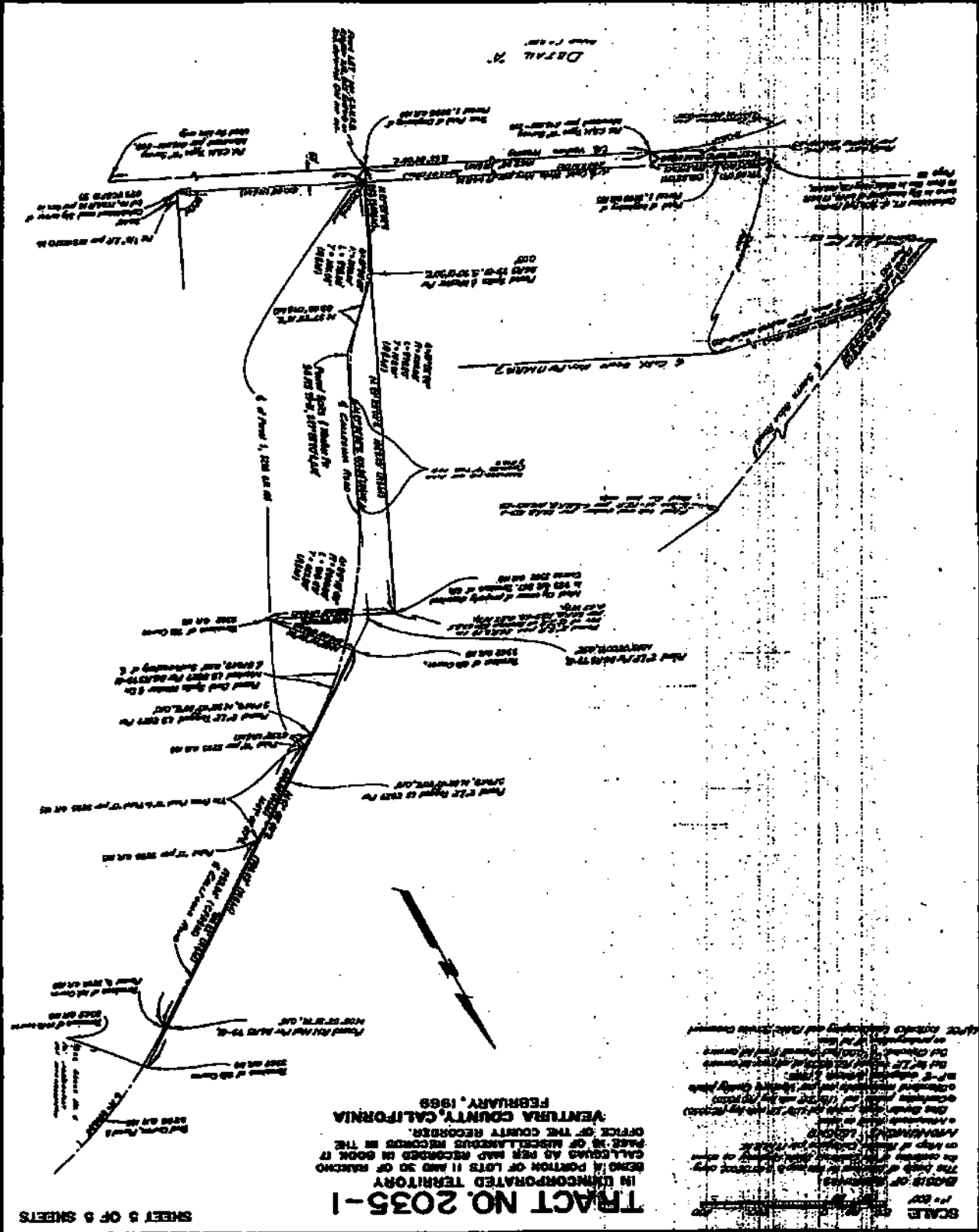
TRACT NO. 2035-1

IN UNINCORPORATED TERRITORY
OF THE COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA
AS SHOWN ON MAP NO. 1000
FILED IN THE OFFICE OF THE
COUNTY CLERK, SANTA CLARA
COUNTY, CALIFORNIA
February, 1965

ALL RIGHTS RESERVED
BY THE AUTHOR
NO PART OF THIS PUBLICATION
MAY BE REPRODUCED OR
TRANSMITTED IN ANY FORM
OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION
IN WRITING FROM THE
PUBLISHER.

53 MR 25





SHEET 5 OF 9 SHEETS

EXHIBIT C

LEISURE VILLAGE ASSOCIATION
Association/Owner
Maintenance Responsibility Matrix

I. LOT/RESIDENCE COMPONENTS	OWNER - Duty to Maintain, Repair and Replace	HOA* - Duty to Maintain, Repair and Replace
Address Numbers (HOA responsible for original metal numbers only)	x	
Air Conditioning and Heating System including Parts and Equipment	x	
Beams (Interior)	x	
Cable Television Service to Residence		x
Conduits	x	
Doors/Jambs & Hardware**	x	
Doorsteps	x	
Ducts	x	
Electrical wiring and components serving single Lot	x	
Exclusive Use Common Areas***	Repair & Maintain	Replace Only
Exterior surfaces - Wood trim (including planter ledges, fascia, eaves etc.) and stucco on original construction. If termites or wood destroying pest damage exists, it is owner's responsibility to repair or replace.		x
Exterior surfaces (Owner improvements)	x	
Floors (includes interior surfaces)	x	
Flues (Chimney)	x	
<p>***HOA" means "Leisure Village Association, Inc." **HOA paints front doors/jambs and all other entry doors except custom doors during HOA painting project</p> <p>***See Exhibit "B" in CC&R's</p>		

I. LOT/RESIDENCE COMPONENTS	OWNER - Duty to Maintain, Repair and Replace	HOA - Duty to Maintain, Repair and Replace
Foundations	x	
Furnishings	x	
Garage Doors including hardware****	x	
Glass Windows and Doors (including frames, screens, hardware and equipment)	x	
Gutters and Downspouts (Original Construction)		x
Gutters and Downspouts (installed or modified by Owner)	x	
Interior Fixtures (Lighting, etc)	x	
Kitchen Appliances	x	
Landscaping Around Residence (Full Maintenance)		x
Landscaping Around Residence (Red Staked)	x	
Landscaping Around Residence (Yellow Staked)	x (yellow staked plants only)	x
Mailboxes		x
Patio (includes, roofs, enclosures and covers)	x	
Patio Fences*****	x	
Pipes and plumbing (Interior)	x	
Roofs (shingles and underlayment)		x
Rubbish/Trash Liners	x	
Rubbish/Trash Vaults		x

****HOA paints wood and pre-painted metal doors only during HOA paint project

*****HOA paints outside of 3' wood fences and both sides of 6' wood fences only during HOA paint project

I. LOT/RESIDENCE COMPONENTS	OWNER - Duty to Maintain, Repair and Replace	HOA - Duty to Maintain, Repair and Replace
Screens (doors and windows)	x	
Sewer lateral from stucco of residence to sewer main, except stoppage caused by Owner		x
Slabs	x	
Skylights	x	
Solar Panels	x	
Solar Tubes	x	
Stoops (Unless modified by Owner)		x
Stucco (original installation)		x
Telephone Wires (internal and external serving single Residence)	x	
Termite/wood destroying pest eradication and resulting damage/all wood surfaces	x	
Utility Installations	x	
Walls	x	
Water Heaters	x	
Water line from meter box to shut off valve on back flow device in front of residence		x
Water line into residence from, and including, shut-off valve on back flow device	x	

II. COMMON AREA COMPONENTS	OWNER - Duty to Maintain, Repair and Replace	HOA - Duty to Maintain, Repair and Replace
Common Area Buildings (Recreation Center/Administration Building/Gate Houses)		x
Common Recreational Facilities		x
Common Area Landscaping		x
Common Area Plumbing, Electrical, Heating, and Lighting		x
Common Area Sewer Lines		x
Concrete surfaces, including driveways, sidewalks and walkways (Unless sidewalk to residence is modified)		x
Easements		x
Guest Parking Areas		x
Irrigation Systems		x
Signs (includes monument, street and other signage)		x
Slabs		x
Stairways		x
Storm Drains and Catch Basins		x
Street Lighting Systems (Private)		x
Street Maintenance		x
Swimming Pool and Spa		x
Swimming pool area, furniture and equipment		x
Termites and other wood destroying pests - treatment and eradication program		x
Water pipes (except those within lot boundaries)		x

EXHIBIT D

ventura superior court accepted through eDelivery submitted 03-27-2021 at 01:34:12 PM

RECEIVED

VENTURA SUPERIOR COURT
05/27/21

VENTURA
SUPERIOR COURT
FILED

JUN 04 2021

BRENDA L. McCORMICK
Executive Officer and Clerk
By: *[Signature]*, Deputy
AMT GATES

BEAUMONT TASHJIAN
Tara Radley, Bar No. 273350
21650 Oxnard Street, Suite 1620
Woodland Hills, CA 91367
Telephone: (818) 884-9998
Facsimile: (818) 884-1087
tradley@hoaattorneys.com

Attorneys for Petitioner
Leisure Village Association, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA - UNLIMITED JURISDICTION**

IN RE THE MATTER OF:

Leisure Village Association, Inc., a California
non-profit mutual benefit corporation,

Petitioner,

vs.

The Members of Leisure Village Association,
Inc.,

Respondents.

CASE NO.: 56-2021-00552646-CU-PT-VTA

Judge: Hon. Ronda J. McKaig
Dept: 41

~~[PROPOSED]~~ ORDER AFTER HEARING
ON PETITION TO AMEND DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS

[PURSUANT TO CIVIL CODE § 4275]

DATE: May 28, 2021
TIME: 8:20 a.m.
DEPT: 41

TO THE INTERESTED PARTIES:

The Petition to Amend the CC&Rs of Leisure Village Association, Inc. ("Association" or "Petitioner") came on for hearing on May 28, 2021 at 8:20 a.m. in Department 41 of the above-entitled Court, located at 800 S. Victoria Ave, Ventura, CA 93009, before the Honorable Ronda J. McKaig, Judge Presiding. Tara Radley, Esq. of Beaumont Tashjian appeared for the Petitioner.

attached to the April 1, 2021
index of exhibits (PN)

1 After considering the Petition and the Court's file, the Court GRANTED the
2 Association's Petition.

3 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Petitioner
4 complied with the requirements under Civil Code Section 4275. The CC&Rs are hereby
5 deemed approved by the Court and shall be effective upon: 1) this Court's order; 2)
6 recordation of the CC&Rs, attaching this Order, with the Ventura County Recorder's Office;
7 and 3) distribution of the recorded CC&Rs and this Order to all Members.

8 ~~**IT IS FURTHER ORDERED, ADJUDGED AND DECREED**~~ that Article IV, Section 4.1
9 of the CC&Rs is amended to establish a minimum lease term of thirty (30) days instead of
10 one (1) year. (PN)

11 **IT IS SO ORDERED.**

12
13 DATED: May 28, 2021

14 
15 JUDGE OF THE SUPERIOR COURT

VENTURA SUPERIOR COURT RECEIVED 11:00 AM 05/28/21 BY 01:04:12 PM