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**2016 AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
PGA WEST FAIRWAYS**

NOTICE
(Gov. Code §12956.1)

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital 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 on familial status.

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**2016 AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
PGA WEST FAIRWAYS
RIVERSIDE COUNTY, CALIFORNIA**

THIS 2016 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made on the day and year hereinafter written, by PGA WEST Fairways Association, a California nonprofit mutual benefit corporation ("Association"), with reference to the following Recitals.

R E C I T A L S

- A. Association is a corporation whose Members are the Owners ("Owners") of the residential Lots or Condominiums within the real property in the City of La Quinta, County of Riverside, State of California ("Community") described more particularly in Exhibit "A," attached hereto and incorporated herein by reference.
- B. The Community was developed as a master planned community containing residential Lots and Condominium Units.
- C. Additional property may be annexed into the Community by the recordation of a Supplementary Declaration.
- D. The Community is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the following documents:
 - 1. The Declaration of Covenants, Conditions and Restrictions for PGA WEST Fairways, recorded on February 11, 1999, as Document No. 056440;
 - 2. The Amendment of Declaration of Covenants, Conditions and Restrictions for PGA WEST Fairways, recorded on October 13, 1999, as Document No. 1999-453346;
 - 3. The 2009 Amendment to The Declaration Of Covenants, Conditions, And Restrictions For PGA WEST Fairways recorded on July 21, 2009, as Document No. 2009-0375586; and

4. All other amendments, Notices of Additional Territory, Supplementary Declarations, annexations or similar documents containing restrictions applicable to the Community that appear or may appear of record;

all in the Official Records of the County Recorder of Riverside County. The Declaration and amendments listed in 1 through 4 above are hereinafter referred to together as "Original Declaration," unless the context clearly indicates otherwise.

- E. The Association now desires to amend and restate the Original Declaration and replace it in its entirety with this Restated Declaration. The Association further desires that, upon recordation of this Restated Declaration, the Community shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges contained herein, and that this Restated Declaration take the place of the recording of the Original Declaration.
- F. The Original Declaration, Article XVII, Section 17.1(b), provides that it may be amended by the vote or written assent of a majority of the total Voting Power of the Class B membership and the Class A membership. The undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required percentage of the Class A and Class B Voting Power has been obtained.
- G. The undersigned President and Secretary of the Association certify that the Declarant consented to this Restated Declaration.
- H. Under California Civil Code section 4270, an amendment is effective after (1) approval of the percentage of Owners required by the Governing Documents has been given, (2) that fact has been certified in a writing executed and acknowledged by the Association President if no Officer has been designated in the Original Declaration for such purpose, and (3) the writing has been recorded in the County in which the Community is located.

NOW, THEREFORE, The Association hereby declares that all of the Community is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Restated Declaration, and as may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Community. All provisions of this Restated Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Community, and shall be binding on and for the benefit of all of the Community and all parties having or acquiring any right, title, or interest in all or any part of the Community, including the heirs, executors,

administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of any Separate Interest.

DECLARATION

ARTICLE 1 - DEFINITIONS

1.1 ***In General*** Unless otherwise defined herein, capitalized terms or words used in this Restated Declaration shall have the definitions in this Article, or in the Davis-Stirling Common Interest Development Act (California Civil Code section 4000 et seq., hereafter "Act") or in the California Nonprofit Corporation Law (California Corporations Code section 5002 et seq.). Words not defined in this Restated Declaration, the Act or in the Corporations Code shall be understood in their ordinary and popular sense, as determined by the context in which they are used, unless the context indicates that the term or word is a defined term which was inadvertently not capitalized.

1.2 ***"Annexation Property"*** means the real property described in the attached Exhibit "B" as the "Development."

1.3 ***"Annexed Property"*** means any property that is described in a recorded Supplementary Declaration making the property part of the Community.

1.4 ***"Annual Budget Report"*** [Civ. Code § 5300] means the report to be distributed annually which contains the operating budget and other financial information as more fully described in Applicable Law.

1.5 ***"Annual Policy Statement"*** [Civ. Code § 5310] means the information about Association policies to be distributed annually as more fully described in Applicable Law.

1.6 ***"Applicable Law"*** means statutes, public laws, ordinances, regulations and rulings of administrative agencies, court rulings having value as precedent and any other requirements having the force of law that are in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the Governing Documents provision in question. Statutes and ordinances specifically referenced in the Governing Documents are "Applicable Law" on the date of the Governing Document, and are not intended to apply to the Community if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more statutes or ordinances.

1.7 ***"Architectural Committee"*** means the committee provided for in Article 9 entitled "Architectural Control."

1.8 ***"Architectural Guidelines"*** means the Rules regulating modifications and alterations to the Community.

1.9 **"Articles"** [Corp. Code § 5035] mean the Articles of Incorporation of PGA WEST Fairways Association, filed in the Office of the Secretary of State of the State of California on October 15, 1998, as File No. 2123313, and any amendments thereto now existing or hereafter adopted.

1.10 **"Assessment" or "Assessments"** means one or all of the Regular, Special, Reimbursement, Monetary Penalty Assessments, and Special Benefits Assessment described herein.

1.11 **"Association"** [Civ. Code § 4080] means PGA WEST Fairways Association, a California nonprofit mutual benefit corporation created for the purpose of managing a common interest development.

1.12 **"Association Maintenance Areas"** means those areas on the Separate Interests which are the responsibility of the Association pursuant to Article 7 entitled "Repair and Maintenance."

1.13 **"Association Property"** means the real property and the Improvements thereon owned by the Association in fee, by easement or lease.

1.14 **"Board"** [Civ. Code § 4085] means the Board of Directors of the Association. One or more members of the Board of Directors may be referred to as a "Director" or "Directors."

1.15 **"Budgeted Gross Expenses"** means all expenses identified in the Annual Budget Report for the fiscal year, including all operating expenses and amounts to be deposited into the reserve accounts, but excluding any amounts budgeted to be expended from the reserve accounts for that fiscal year.

1.16 **"Bylaws"** [Corp. Code § 5037] means the Bylaws of the Association and any amendments thereto.

1.17 **"CalBRE"** means the Bureau of Real Estate of the California Department of Consumer Affairs and its successors.

1.18 **"Capital Improvement"** means the use of Association funds to construct or build an addition to the Community which is optional; and is not required by the Governing Documents or Applicable Law. Maintenance, repair or replacement of Improvements which the Association is obligated to maintain is not a Capital Improvement, when using materials of similar kind or different materials which are needed due to changes in Applicable Law or due to unavailability, or using materials that have substantially similar cost over the useful life of the material.

1.19 **"City"** means the City of La Quinta, State of California, and its various departments, divisions, employees and representatives.

1.20 **"Close of Escrow"** means the date on which a deed is recorded conveying a Separate Interest pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the CalBRE.

1.21 **"Common Area"** [Civ. Code § 4095] means the entire Community, except the Separate Interests, and all Improvements thereon and any Association Property.

1.22 **"Common Expenses"** means and includes the actual and estimated expenses of operating the Community, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated Common Expenses by or pursuant to the Governing Documents.

1.23 **"Community"** means the entire common interest development described in Exhibit "A" herein, including all Improvements thereon and any property annexed in the future.

1.24 **"Company"** means:

1.24.1 LQR Golf LLC, a Delaware Limited Liability Company its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and

1.24.2 Any person or entity, his or its successors and assigns, to which Declarant has assigned any or all of the rights and obligations of Declarant set forth in the Governing Documents by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

1.25 **"Condominium"** means an estate in real property as defined in section 4125 of the California Civil Code and consists of a fractional undivided interest in common in certain Condominium Common Area together with a separate interest in space called a Unit, and all right, title and interest appurtenant thereto. The fractional undivided interest and the Condominium Common Area will be more particularly described in the Supplementary Declaration encumbering the Condominium Project.

1.26 **"Condominium Common Area"** means that portion of the Community developed as a Condominium Project that is owned in common by the Owners of the Condominiums therein as more particularly described in the Supplementary Declaration encumbering such Condominium Project.

1.27 **"Condominium Plan"** means a plan as more particularly defined in section 4120 of the California Civil Code recorded against a portion of the Community for purposes of creating a Condominium Project.

1.28 **"Condominium Project"** means a portion of the Community that is divided into Condominiums and Condominium Common Area.

1.29 **"Declarant"** means:

1.29.1 LQR Golf LLC, a Delaware Limited Liability Company, its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and

1.29.2 Any person or entity, his or its successors and assigns, to which Declarant has assigned any or all of the rights and obligations of Declarant set forth in the Governing Documents by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

1.30 **"Delegate"** means the person appointed by the Board or the Declarant to represent an SBA or Sub-Association.

1.31 **"Developer"** means Monterra Properties, LLC, RREF II-CWC LAQ, LLC and any other entity approved by the Association to develop any portion of the Annexable Property who is not a Participating Builder, either collectively or individually depending on the context.

1.32 **"Director" or "Directors"** [Civ. Code § 4140] means one or more members of the Board of Directors.

1.33 **" Dwelling "** means a residential structure or structures, including any enclosed yard, balconies, patio areas and garages located on a Lot or a Condominium Unit.

1.34 **"Electronic Transmission"** [Corp. Code §§ 20 & 21] means a communication delivered by facsimile, electronic mail or other means of electronic communication as more fully described in California Corporations Code sections 20 and 21.

1.35 **"Eligible Lender"** means a holder, insurer or guarantor of a First Mortgage that provides a written request to the Association stating the name and address of such holder, insurer or guarantor and the Lot or Condominium Unit number, and requesting notice to which such Eligible Lender is due under the Governing Documents.

1.36 **"Entry Monument Improvements"** means entry monuments and signs for an SBA or portion of an SBA, and any support structures, lighting, landscaping, and aesthetic improvements, including but not limited to, boulders, curbing, water features and supporting utility facilities.

1.37 **"Exclusive Use Association Property"** means those portions of the Association Property over which exclusive easements are reserved for the benefit of specified Owners in accordance with California Civil Code section 4145, as shown on any Condominium Plan, by deed or in a Supplementary Declaration.

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

1.39 **"FHA/VA Requirements"** means the requirements applicable to the Community set forth in (a) HUD Condominium Regulations (see Title 24 CFR 234), as amended, restated or replaced, and (b) HUD Revised Legal Policy attached to Appendix 24 of HUD Handbook 4265.1, entitled Home Mortgage Insurance Condominium Units Section 234(c), as amended, restated or replaced.

1.40 **"FHLMC"** means the Federal Home Loan Mortgage Corporation created by Title II of the Emergency Home Finance Act of 1970, and its successors.

1.41 **"Final Subdivision Public Report"** means a final subdivision public report issued by CalBRE for a Phase of the Community.

1.42 **"Golf Cart Paths"** means the areas within the Community that are subject to easements appurtenant to the Golf Course Property in favor of the Golf Course Owner for pedestrian, golf cart and other vehicular ingress and egress for golfing, golf course maintenance, and other golf-related purposes as more particularly set forth in any Golf Course Easement Agreements and shall also mean and include any golf cart paths within the Golf Course Property described and/or depicted on any Subdivision Map.

1.43 **"Golf Course Easement Agreements"** means any agreements, and any amendments or supplements thereto, described in this Declaration or in any Supplementary Declaration, that convey easements and rights over the Golf Course Property that are being conveyed to the Association or to any Owner or Owners in gross or that are appurtenant to the Association Property or Separate Interests, or over the Community that are being conveyed to the Golf Course Owner in gross or that are appurtenant to the Golf Course Property.

1.44 **"Golf Course Hazards"** means (a) the stray golf balls, motorized golf carts, golfers and other traffic or events inherent to the activities on the Golf Course Property, (b) additional trees, shrubs and other landscaping, or the growth of existing trees, shrubs and other landscaping on the Golf Course Property, (c) irrigation and overspray from irrigation facilities and the use of reclaimed water on the Golf Course Property, (d) construction or installation of fencing and other improvements, (e) over-seeding with Winter Rye in the Fall and the heavy use of fertilizers, pesticides and other chemicals that may be applied to the Golf Course Property, (f) changes to the Golf Course Property, including, without limitation, changes in grade, changes in the

location, configuration, size and elevation of fences, trees, bunkers, fairways and greens, (g) disturbances, traffic and other noise from the clubhouse, golf course, parking areas, driving range, or any other portions of the Golf Course Property and the Golf Cart Paths, caused by activities inherent to recreation, golf course and clubhouse properties such as mowing of putting greens, fairways, roughs and around trees, the use of blowers, aerifiers, mulchers, tractors, utility vehicles and other equipment, circulation pumps, compressors and wells for water features, (h) early morning and late night play or maintenance activities, (i) loss of privacy of Separate Interests that are in near proximity to the golf course or the golf cart paths, (j) the visibility of lights used in connection with any driving range, clubhouse, or from any other golfing, or golf-related activities, and (k) the presence of rodents, pests or other wildlife, including but not limited to snakes, bobcats, coyotes, mountain lions, bighorn sheep and other feral animals, or the existence of rodent, pest, or wildlife control activities upon the Golf Course Property.

1.45 **"Golf Course Owner"** means LQR Golf LLC, a Delaware Limited Liability Company, in its capacity as owner and operator of the Golf Course Property, and any successor in title to the Golf Course Property.

1.46 **"Golf Course Property"** means the real property adjacent to, or in near proximity of, the Community that has been, or will be, developed as a golf course or golf-related uses and other recreational uses. "Golf Course Property" shall also include additional real property, if any, in near proximity to the Community developed by Golf Course Owner, or by an affiliate of Golf Course Owner or Declarant for golf course and/or clubhouse purposes

1.47 **"Governing Documents"** [Civ. Code § 4150] means this Restated Declaration, Supplementary Declarations and any other documents such as the Articles, Bylaws, Rules, or Architectural Guidelines which govern the operation of the Association and use of the Community.

1.48 **"Improvement"** means the following:

1.48.1 Structures and appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, pipes and lines, garages, gazebos, swimming pools and other recreational facilities, roads, driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, exterior surfaces of any visible structure and the paint or finish on such surfaces, trees and shrubs, poles, signs, solar or wind powered energy systems or equipment, and water softener or heating or air conditioning fixtures or equipment;

1.48.2 The demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind;

- 1.48.3 The grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;
- 1.48.4 Landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants;
- 1.48.5 Any change or alteration of any Improvement including any change of material, exterior appearance, color or texture; and
- 1.48.6 The processing and recordation of any lot line adjustment.

1.49 **"Lender"** means a person or organization that lends money to an Owner and accepts the Separate Interest as collateral. Lender includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Lender" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA) that guarantees mortgage loans. "First Lender" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Separate Interest or other portions of the Community. The term "Beneficiary" shall be synonymous with the term "Lender."

1.50 **"Lot"** [Civ. Code § 4185] means all the residential Lots within the Community, including all Improvements now or hereafter thereon. Lot does not mean the Common Area. The use of the term "Lot" includes Condominium Units unless the context clearly indicates otherwise.

1.51 **"Member"** [Civ. Code § 4160] means every person or entity entitled to membership in the Association as provided in this Restated Declaration and the Bylaws.

- 1.51.1 "Class A Members" shall mean all Owners with the exception of Declarant until the Class B membership has been converted to Class A membership and after such conversion, all Owners shall be Class A Members.
- 1.51.2 "Class B Member" shall mean Declarant until such time as the Class B membership terminates and is converted to Class A membership.
- 1.51.3 "Class C Member" shall mean Declarant until such time as the Class C membership terminates pursuant to Section 4.6 herein.

1.52 **"Mortgage"** means a mortgage or deed of trust encumbering a Separate Interest or any other portion of the Community. **"First Mortgage"** means a mortgage that has priority over all other mortgages encumbering the same Separate Interest or other portions of the Community.

1.53 **"Notice and Hearing"** [Civ. Code § 5855] means notice to an Owner and an opportunity for the Owner to be heard, prior to the imposition of any fine, penalty or other disciplinary measure, in the manner set forth in the Bylaws or other Governing Documents and in compliance with any Applicable Law.

1.54 **"Officers"** means the Officers of Association appointed by the Board of Directors pursuant to the Bylaws.

1.55 **"Owner"** means any natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Separate Interest, as shown on the most recent deed for the Separate Interest recorded in the Office of the Riverside County Recorder, including the Association, and any contract sellers under recorded contracts of sale.

1.55.1 "Owner" shall not include any persons or entities that hold an interest in a Separate Interest merely as security for performance of an obligation.

1.55.2 For purposes of exercising membership rights, including the right to serve as a Director, and incurring membership obligations when an Owner is a corporation, firm, limited liability company or other legal entity, any Director, Officer, employee or agent designated in writing by the Owner may exercise the membership rights attributable to the Owner. Any designation shall be in effect until a subsequent written notification is received by the Association.

1.55.3 When an Owner is a trust, the trustee may exercise the membership rights attributable to the trust.

1.55.4 A person or entity is not an Owner due to: (i) community property or other marital rights where the person asserting such rights is not shown on the recorded title as an owner; (ii) rights of adverse possession not adjudicated and shown on the recorded title as an Owner; or (iii) other equitable rights where the person asserting such rights is not shown on the recorded title as an Owner.

1.56 **"Participating Builder"** means any person or entity designated as such in this Declaration or in any Supplementary Declaration which has or will acquire from Declarant a portion of the Community for the purpose of improving such property in accordance with the master plan developed by Declarant for the Community.

1.57 **"PGA WEST Master Association"** means PGA WEST Master Association, Inc., the California nonprofit mutual benefit corporation named in the PGA WEST Master Declaration and any successors and assigns.

1.58 **"PGA WEST Master Association Assessments"** means the assessments levied against the Owners pursuant to the provisions of the PGA WEST Master Declaration which, as provided in the PGA WEST Master Declaration, shall consist of regular assessments and special assessments levied against each Owner and such Owner's Separate Interest to cover such Owner's Residential Entry Share and Percentage Share (as such terms are defined in the PGA WEST Master Declaration) of the gross budget of the PGA WEST Master Association. The PGA WEST Master Association Assessments are a Common Expense.

1.59 **"PGA WEST Master Association Board"** means the board of directors of the PGA WEST Master Association.

1.60 **"PGA WEST Master Association Property"** means all of the real property, and the improvements thereon, acquired by the PGA WEST Master Association in fee, by easement or lease for the common use and enjoyment of its members, which includes, without limitation, any Residential Entry that provides access to the Community.

1.61 **"PGA WEST Master Management Documents"** means the governing documents of the PGA WEST Master Association.

1.62 **"Peninsula Park"** means The Peninsula at PGA WEST Fairways created as a planned development.

1.63 **"Phase"** means each increment of the Community that is covered by a Final Subdivision Public Report.

1.64 **"Reciprocal Easement Agreements"** means (a) each Grant of Easement executed by Declarant in favor of a Participating Builder which grants to such Participating Builder nonexclusive easements appurtenant to, and for the benefit of, each Separate Interest acquired by such Participating Builder from Declarant that were reserved to Declarant over any Association Property and Street Access Easement Areas described in a Supplementary Declaration that were conveyed to another Participating Builder, and (b) the Declaration of Establishment of Easements recorded by Declarant which contains the terms and conditions of the easements that were granted.

1.65 **"Residence Club"** means The Residence Club at PGA WEST consisting of fractional ownership interests.

1.66 **"Restated Declaration"** [Civ. Code § 4135] means this Amended and Restated Declaration of Restrictions and any amendments hereto.

1.67 **"Rules"** [Civ. Code § 4340] means any Rules adopted by the Board for the Association regulating the use of the Separate Interests, the Common Areas, the Community and any facilities located thereon, including the Architectural Guidelines.

1.68 **"Separate Interest"** means a Condominium Unit or a residential Lot. In the Residence Club each Lot, rather than each "ownership interest" as defined in the Residence Club governing documents, shall be a Separate Interest for purposes of voting rights and the obligation to pay Assessments.

1.69 **"Special Benefit Area" or "SBA"** means those portions of the Community identified in Exhibit "A" for which the Association incurs expenses which are attributable to only those Owners whose Separate Interests are within the Special Benefits Area. The expenses may include maintenance, repair, replacement and reconstruction of Improvements within the Special Benefits Common Area and/or for providing Special Benefits Services designated for such Special Benefits Area. Annexed Property, or portions thereof, described in any Supplementary Declaration may be annexed to such Special Benefits Area if so provided in such Supplementary Declaration.

1.70 **"Special Benefits Area Maintenance List"** means each and every maintenance list attached hereto as Exhibit "C" designating the assignment of responsibilities within each SBA and any additional maintenance lists added by a Supplementary Declaration.

1.71 **"Special Benefits Common Area"** means a portion of the Association Property or the Improvements therein, owned or managed by the Association for the common use and enjoyment of the Owners within the Special Benefits Area pursuant to the provisions of this Declaration or a Supplementary Declaration.

1.72 **"Special Benefits Expenses"** means the actual and estimated operating costs and expenses incurred by the Association for the exclusive benefit of Owners within a particular Special Benefits Area. The Special Benefits Expenses may include, without limitation, the cost of the following:

- 1.72.1 The cost of providing any Special Benefit Services;
- 1.72.2 The maintenance, repair, replacement and reconstruction of all Improvements assigned to the Association in the Special Benefits Area Maintenance List;
- 1.72.3 Unpaid Special Benefits Assessments levied against the Separate Interests within the Special Benefits Area;
- 1.72.4 To the extent not metered or billed to Owners, utilities, trash pickup and disposal, gardening and other services which generally benefit and enhance the value and desirability of the Special Benefits Area;

- 1.72.5 Premiums on any fire and casualty insurance policies maintained by the Association to cover Improvements within such Special Benefits Area;
- 1.72.6 Reserves to cover the future repair or replacement of, or additions to, all Improvements assigned to the Association in the Special Benefits Area Maintenance List, including reserves for replacements for any structural elements and mechanical equipment thereon or therein;
- 1.72.7 Other expenses incurred by the Association for any reason whatsoever in connection with the Special Benefits Services being provided by the Association for such Special Benefits Area pursuant to the provisions of this Declaration.

1.73 **"Special Benefits Services"** means, as to any Special Benefits Area, the particular services that are to be provided by the Association pursuant to the provisions of this Declaration or any Supplementary Declaration for the exclusive benefit of the Owners within such Special Benefits Area.

1.74 **"Street Access Easement Areas"** means the private streets within the Community that are subject to easements and appurtenant to, and for the benefit of the Community for ingress, egress, use and enjoyment of the Owners and their tenants, guests, agents, employees, licensees, and invitees; Participating Builders and Developers and their agents, employees, licensees or invitees.

1.75 **"Sub-Association"** means:

- 1.75.1 Peninsula Lane H.O.A., an association created for the purpose of managing The Peninsula at PGA WEST Fairways;
- 1.75.2 The Residence Club at PGA WEST Ownership Association created for the purpose of managing The Residence Club at PGA WEST; and
- 1.75.3 Any associations formed to manage a common interest development which may be added to the Community in the future.

1.76 **"Sub-Association Documents"** means the governing documents for a Sub-Association.

1.77 **"Supplementary Declaration"** means a writing annexing additional property and extending the plan of this Declaration to such additional property.

1.78 **"Telecommunication Services"** means technology such as internet, cable television, Wi-Fi, satellite, telephone lines, and any other means of allowing the

exchange of information between two entities which may be provided as a service by the Association to the Separate Interests.

1.79 **"Time-Share Estate" or "Time-Share Interest"** means, as defined in section 11003.5(b) of the California Business and Professions Code, the right to occupancy in a Time-Share Project which is coupled with an estate in real property. The ownership interest in a Time-Share Estate is a fractional ownership interest as more particularly described in the Supplementary Declaration for the Time-Share Project.

1.80 **"Time-Share Owner"** means one or more persons or entities within a Time-Share Project who alone or, collectively hold the particular Time-Share Estate or Interest described or defined in the Supplementary Declaration recorded for such Time-Share Project that is necessary to hold voting rights and to have the obligation to pay assessments to the Sub-Association named in the Supplementary Declaration recorded for such Time-Share Project.

1.81 **"Time-Share Project"** means, as defined in section 11003.5(a) of the California Business and Professions Code, a project in which a purchaser receives the right in perpetuity, for life or for a term of years, to the recurrent, exclusive use or occupancy of a Separate Interest annually or on some other periodic basis, for a period of time that will be allotted from the use or the occupancy periods into which the project has been divided as described in the Supplementary Declaration recorded against the portion of the Community that is within such Time-Share Project.

1.82 **"Time-Share Use"** means, as defined in section 11003.5(c) of the California Business and Professions Code, a license or contractual or membership right of occupancy in a Time-Share Project which is not coupled with an estate in real property

1.83 **"Voting Power"** [Corp. Code § 5078] means the total number of votes eligible to be cast in the Association, less the votes of any Separate Interest where voting rights have been suspended.

ARTICLE 2 - ANNEXATION

2.1 **Plan of Development.** The Annexation Property is to be developed sequentially on a phased basis; however, Declarant may elect not to develop all or any part of such real property, to annex such real property to this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order. Moreover, Declarant reserves the right to subject all or any Portion of the Annexation Property to the plan of this Declaration or one or more separate declarations of covenants, conditions and restrictions which subjects said property to the jurisdiction and powers of a homeowner association or other entity with powers and obligations similar to the Association and which is not subject to the provisions of this Declaration. Although Declarant shall have the ability to annex the Annexation Property as provided in this Article, Declarant shall not be obligated to

annex all or any portion of such property, and such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

2.2 Annexation Without Association Approval By Declarant. All or any part of the Annexation Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that the annexation is in substantial conformance with a detailed plan of phased development submitted to the CalBRE with the application for a Final Subdivision Public Report for the first phase of the Community. The plan for phased development through annexation referred to herein must include, but need not be limited to, the following:

- 2.2.1 Proof satisfactory to the CalBRE that no proposed annexation will result in overburden of the common facilities;
- 2.2.2 Proof satisfactory to the CalBRE that no proposed annexation will cause a substantial increase in Assessments against existing Owners which was not disclosed in Final Subdivision Public Reports under which pre-existing Owners purchased their interests;
- 2.2.3 Identification of the land proposed to be annexed and the total number of Separate Interests then contemplated by the subdivider for the overall Community; and
- 2.2.4 A written commitment by the subdivider to pay to the Association, concurrently with the closing of the escrow for the first sale of a Separate Interest in any annexed Phase, appropriate amounts for reserves for replacement or deferred maintenance of Common Area Improvements in the annexed Phase necessitated by or arising out of the use and occupancy of Separate Interests under a rental program conducted by the subdivider which has been in effect for a period of at least one year as of the date of the closing of escrow for the first sale of a residential unit in the annexed Phase.

2.3 Annexation Pursuant to Approval of Association. Notwithstanding the foregoing, any real property, may be annexed to and become subject to the provisions of this Declaration and subject to the jurisdiction of the Association by recordation of a Supplementary Declaration as follows:

- 2.3.1 By the Board of Directors. If the annexation will not raise the Regular Assessments or any Special Benefits Assessments by more than five percent in the fiscal year, the Board may annex the real property without approval of the Owners but must

provide at least thirty days' notice to the Owners of the proposed annexation.

2.3.2 By the Owners. Upon the approval of a majority of the Voting Power of the Association casting ballots, determined as follows:

(a) For as long as the Class B membership continues to exist, the approval of a majority of the Class B Voting Power casting ballots as well as the approval of the majority of the Class A Voting Power casting ballots; or

(b) After the Class B membership has been converted to Class A membership, the approval of a majority of the total Voting Power of the Association casting ballots as well as the approval of the total Voting Power of Members other than Declarant casting ballots.

2.4 ***Effectuation of Annexation.***

2.4.1 Upon the satisfaction of all of the conditions contained in this Article, the recordation of a Supplementary Declaration in the Official Records shall constitute and effectuate the annexation of the Annexed Property described therein, making said Annexed Property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said Annexed Property shall be part of the Community and all of the Owners of Separate Interests in said Annexed Property shall automatically be Members.

2.4.2 The Supplementary Declaration shall incorporate by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration, and may contain such complementary additions or modifications of the covenants, conditions and restrictions in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Property as are not inconsistent with the plan of this Declaration.

2.4.3 Except as otherwise permitted by this Declaration, in no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration or by any prior Supplementary Declaration with respect to property covered by this Declaration at the time of the recording of the Supplementary Declaration.

2.4.4 The Association Property within a Phase shall be conveyed to the Association prior to or concurrently with the first Close of Escrow to occur within such Phase. Declarant and Participating

Builders shall convey the Common Area to the Association free of all liens and encumbrances except current assessments (which assessments shall be prorated as of the date of conveyance), title exceptions of record and the covenants, conditions, reservations and restrictions contained in this Declaration and the instrument which conveys the Common Area to the Association.

- 2.4.5 The Association shall be deemed to have accepted the obligation to maintain the Improvements required to be maintained by the Association within any Phase (i) when such Improvements have been completed in substantial conformance with the plans and specifications therefor, and (ii) when a Close of Escrow has occurred within such Phase. The Association shall release Declarant and Participating Builders from the bond defined in the Section entitled "Enforcement of Bonded Obligations" of the Article entitled "Obligations of Declarant and Participating Builders" of this Declaration as to any Improvements accepted for maintenance as provided above..

2.5 **Mergers or Consolidations.** Upon a merger or consolidation of the Association with another association which merger or consolidation must be approved by a majority of the Voting Power of Members other than Declarant casting ballots, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association; or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Community, together with the covenants, conditions and restrictions established upon any other property as one plan.

2.6 **Deannexation.**

- 2.6.1 Deannexation by Declarant. Any portion of the real property that is encumbered by this Declaration may be deleted or deannexed from coverage of this Declaration provided that:

- (a) The document is recorded in the Official Records of the County deleting or deannexing such real property from the coverage of the Declaration. Any instrument deleting or deannexing any portion of the Community from the coverage of this Declaration must be executed by Declarant, and, if any portion of such Community is owned by a Participating Builder, also by such Participating Builder and must be recorded in the Official Records.

- (b) Regular Assessments have not commenced against the Separate Interests that are being deleted or deannexed from the coverage of this Declaration.
- (c) Voting rights have not commenced for the Separate Interests that are being deleted or deannexed.
- (d) No Close of Escrow has occurred in the Phase in which the Separate Interests that are being deleted or deannexed are located.
- (e) Declarant shall not have the right to unilaterally deannex any Association Property in a Phase in which a Close of Escrow has occurred.

2.6.2 Deannexation Without Consent of Owner. It is also the intention of Declarant to insure that sale of Separate Interests by Declarant or any of its Participating Builders shall not be inhibited because of the failure or inability of any Participating Builder and/or its Mortgagees to join in or approve any amendment to the Declaration or any Supplementary Declaration or the failure or inability of any such Mortgagee to subordinate the lien of its Mortgage to the Declaration or a Supplementary Declaration. Therefore, if any such consent or subordination is required and such Participating Builder and/or its Mortgagees are unable or unwilling to consent or subordinate as aforesaid, Declarant shall have the unilateral right to de-annex such Phase of the Community from the Declaration as long as there has been no prior conveyance of a Separate Interest that requires the delivery of a Final Subdivision Public Report within such Phase.

2.6.3 Deannexation To Accomplish Intent of Lot Line Adjustment. Notwithstanding the foregoing, in the event that a lot line adjustment is recorded in the Official Records that adjusts a common boundary line between a Separate Interest or Association Property and a contiguous lot or parcel that has not been annexed to the plan of this Declaration, any portion of such lot or parcel shown on said lot line adjustment that is being quitclaimed or conveyed by an Owner or by the Association to the owner of such contiguous lot or parcel may be deleted or deannexed from the plan of this Declaration by the recordation of a document in the Official Records executed by the owner of such contiguous lot or parcel and the Owner of such Separate Interest or the Association as to such Association Property that is being so adjusted. Any deannexation of any such portion of a Separate Interest shall not be effective until a copy of such lot

line adjustment and the recorded conveyance document have been delivered to the Association.

ARTICLE 3 - THE COMMUNITY

3.1 **Community Subject to Restated Declaration.** The entire Community shall be subject to this Restated Declaration.

3.2 **Establishment of SBAs.** All of the Community is divided into SBAs or Sub-Associations (Delegate Districts) as shown on Exhibit "A" attached hereto.

3.3 **Equitable Servitudes.** [Civ. Code § 5975] The covenants and restrictions set forth in this Restated Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Association or by both.

3.4 **Prohibition Against Deannexation.** Except as provided in Section 2.6 herein, there shall be no deannexation of any part of the Community without first obtaining the same approval of Owners as required by the Article entitled "Amendments" herein.

3.5 **Prohibition Against Severance of Elements.** [Civ. Code § 4650] Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Separate Interest shall include all interests and appurtenances as shown in the original deed of conveyance. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's membership interest in the Association. Any transfer that attempts to sever those component interests shall be void.

3.6 **Drainage Easements.** The Owner of a Lot shall permit free access by Owners of adjacent or adjoining Lots, or the Association and its agents, to slopes or drainageways located on his or her Lot, when such access is essential for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Lot on which the slopes or drainageways are located. The Owner of any Lot shall not in any way interfere with established slope ratios or create erosion or sliding problems. The Owner of any Lot shall not interfere with the established drainage pattern over his or her Lot from adjacent or adjoining Lots without prior Board approval and unless the Owner makes adequate provisions for continued drainage over his or her Lot from adjacent or adjoining Lots. For the purpose herein, "established drainage" is defined as the drainage which occurred at the time the Dwelling was first built on the Lot or as detailed on the tract map for the Lot.

3.7 **Association Easements Over Separate Interests.** The Association has an easement over each Separate Interest and Special Benefits Common Area, as the servient tenement, for the purpose of allowing the Association's agents to enter to perform such duties and exercise such powers as may be set forth by the Governing Documents.

3.8 Owner Easements Over Common Area.

- 3.8.1 Each Owner shall have a nonexclusive easement for use and enjoyment of the Common Area and for ingress, egress, and support over and through the Common Area.
- 3.8.2 These easements shall be appurtenant to, and shall pass with the title to each Separate Interest and shall be subordinate to any exclusive easements granted elsewhere in this Restated Declaration, as well as to the right of the Association pursuant to the Governing Documents to perform its obligations under this Restated Declaration, or otherwise regulate the Common Area as provided in the Governing Documents.
- 3.8.3 Each of the easements reserved or granted herein shall be covenants running with the land for the use and benefit of the Owners and their Separate Interests superior to all other encumbrances applied against or in favor of any portion of the Community.
- 3.8.4 Individual grant deeds to Separate Interests may, but shall not be required to, set forth the easements specified in this Article.

3.9 Association Grant of Easements. Association may grant to third parties easements in, on, and over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, or for any other purpose reasonably related to the operation and maintenance of the Community. No such easement may be granted, however, if it would interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his or her Separate Interest without the approval of the affected Owner.

3.10 Support, Settlement, and Encroachment Easements.

- 3.10.1 Each Separate Interest which is contiguous to another Separate Interest or Common Area shall have an appurtenant easement as the dominant tenement and the contiguous Separate Interest or Common Area shall be the servient tenement; and
- 3.10.2 Common Area which is contiguous to a Separate Interest shall have an appurtenant easement as the dominant tenement and the contiguous Separate Interest shall be the servient tenement.
- 3.10.3 These easements shall be for the purposes of:
 - (a) Encroachments caused by engineering errors, errors in construction, reconstruction and repair;
 - (b) Support and accommodation of the natural settlement or

shifting of any portion of the Improvements;

- (c) Minor encroachments by reason of a roof or eave overhang;
- (d) Encroachment of foundations, footings, utilities and other appurtenances or fixtures which, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, project beyond the external boundaries of a Separate Interest; and
- (e) Maintenance of all such Improvements by the Association, Owner or other entity who is required to perform such maintenance pursuant to the provisions of this Declaration or the grant of an easement for such purpose.

3.10.4 The easements shall extend for as long as the physical boundaries of the Improvements, after such construction, reconstruction, repairs, shifting, settlement, or other movement, are in substantial conformance with the description of such physical boundaries contained in the Declaration, and for whatever period the encroachment exists.

3.10.5 The rights and obligations of Owners of the dominant tenements, including the Association, shall not be altered in any way by said encroachments, settlement or shifting provided, however, that in no event shall an easement for encroachment be created in favor of an Owner of the dominant tenement if said encroachment occurred due to the willful misconduct of any such Owner.

3.10.6 In the event any portion of a structure on the Separate Interest is partially or totally destroyed and then repaired or rebuilt, each such Owner agrees that minor encroachments over adjoining Separate Interests or Common Area shall be easements for the maintenance of said encroachments as long as they shall exist.

3.11 Utility Easements. In the case where utility facilities are located on a Separate Interest or Separate Interests owned by other than the Owner of a Separate Interest served by the utility facilities, the Owners of any Separate Interests served by the utility facilities shall have the right of reasonable access for themselves or their agents to repair, replace and generally maintain the utility facilities as and when the same may be necessary. An Owner shall be entitled to reasonable access to the Common Area for the purpose of maintaining utility facilities servicing such Owner's Separate Interest. The access shall be subject to the consent of the Association, whose

approval shall not be unreasonably withheld, and which may include such conditions as the Board determines reasonable.

In the case of utility facilities which serve more than one Separate Interest, the Owner of each Separate Interest served by the utility facilities shall be entitled to the full use and enjoyment of such portions of the utility facilities as service his or her Separate Interest.

3.12 Easements Appurtenant to Golf Course Property. The Golf Course Property has easements over the Community as follows:

- 3.12.1 For the encroachment of golf balls resulting from golfing activities on the Golf Course Property; and
- 3.12.2 For pedestrian and vehicular ingress and egress over Golf Cart Paths and the private streets.
- 3.12.3 For the construction, installation, use, maintenance, repair, replacement and reconstruction of underground lines, temporary overhead lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, television and other purposes, storm water drains and pipes, water systems, irrigation lines or sprinkler systems, equalization lines, water heading and gas lines or pipes and any similar public or quasi-public improvements or facilities (i) on, over, under, through and across the Community including without limitation, those portions of the Community five (5) feet in width measured from and running parallel along the boundary of the Community that abuts any portion of the Golf Course Property (the "Five Foot Easement Area"), (ii) on, over, under, through and across those portions of the Community designated from time to time as lettered lots, as such lots may be modified, enlarged, replatted, or realigned from time to time, and any other portion of the Community now or hereafter designated as "common area" (as such term is defined in Section 4095 of the California Civil Code) (hereinafter the "Common Area");

3.13 Private Streets and Cross Easements for Use. PGA WEST Residential Association, Inc. ("Res I") and PGA WEST II Residential Association, Inc. ("Res II"), both California nonprofit mutual benefit corporations, are adjacent to the Community.

- 3.13.1 The Association and the Owners have easements for ingress and egress over the private streets within Res I and Res II and are entitled to the use and enjoyment of these private streets.
- 3.13.2 Res I, Res II and the owners within Res I and Res II are entitled to use the private streets within the Community.

ARTICLE 4 - THE ASSOCIATION

4.1 **Organization of the Association.** The Association is incorporated as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The Association is created for the purpose of managing the Community and is charged with the duties and invested with the powers prescribed by Applicable Law and set forth in the Governing Documents.

4.2 **Board of Directors.** The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Directors, as provided in the Bylaws.

4.3 **Membership.** Every Owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Separate Interest is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations as set forth in the Governing Documents. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Separate Interest. All memberships shall be appurtenant to the Separate Interest conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Separate Interest shall automatically transfer the appurtenant membership to the transferee.

4.4 **Membership Classes.** The Association shall initially have three (3) classes of voting membership, the Class A Members (Owners), Class B Members (Declarant) and the Class C Members (Declarant). Class A Members in a Time-Share Project shall have a fractional ownership as more particularly described in the Supplementary Declaration for the Time-Share Project.

4.5 **Termination of Class B Membership.** The Class B membership shall forever cease and be converted to Class A membership on the happening of any one of the following events, whichever occurs earlier:

- 4.5.1 When Close of Escrow has occurred for the sale of 2,250 Separate Interests in the Community;
- 4.5.2 On the tenth (10th) anniversary following the most recent conveyance to a Class A Member of the first Separate Interest in any Phase of the development of the Community in a transaction that requires the delivery of a Final Subdivision Public Report; or
- 4.5.3 On November 2, 2024, the twenty-fifth (25th) anniversary of the first conveyance of a Separate Interest in the development of the Community in a transaction requiring the delivery of a Final Subdivision Public Report.

4.6 **Termination of Class C Membership.** The Class C membership shall forever cease on the happening of any one of the following events, whichever occurs earlier:

- 4.6.1 When Close of Escrow has occurred for the sale of 2,250 Separate Interests in the Community;
- 4.6.2 On the tenth (10th) anniversary following the most recent conveyance to a Class A Member of the first Separate Interest in any Phase of the development of the Community in a transaction that requires the delivery of a Final Subdivision Public Report; or
- 4.6.3 On November 2, 2024, the twenty-fifth (25th) anniversary of the first conveyance of a Separate Interest in the development of the Community in a transaction requiring the delivery of a Final Subdivision Public report.

4.7 **Allocation of Voting Power.**

- 4.7.1 Owners Other than Time-Share Owners and Fractional Share Owners. Class A Members, other than Time-Share Owners and Fractional Share Owners, shall be entitled to one (1) vote for each Separate Interest owned and the Class B Members shall be entitled to three (3) votes for each Separate Interest owned, and triple the number of votes allocated to a Time-Share Interest for each Time-Share Interest owned.
- 4.7.2 Fractional Share Owners. The voting rights apportioned to the Class A Members in a fractional ownership project shall be a total of one (1) vote for each Separate Interest. The voting rights apportioned to a fractional ownership Owner shall be apportioned to such Owner in the proportion that his ownership interest bears to the total number of fractional ownership interests in the Separate Interest. For example, each Lot in the Residence Club currently has a maximum of nine fractional ownership interests which may be voted in fractions.
- 4.7.3 Time-Share Owners. The voting rights apportioned to the Class A Members in a Time-Share Project shall be the total of one (1) vote for each Time-Share Estate. The voting rights apportioned to a Time-Share Owner shall be apportioned to such Time-Share Owner in the proportion that his Time-Share Estate bears to the Time-Share Estates of all Time-Share Owners within the Time-Share Project.
- 4.7.4 Conversion to Time-Share Project. Notwithstanding the foregoing, the Voting Power for any Lot or Condominium that

has been converted by, or with the approval of Declarant or the Board upon the approval of the Owners in the Special Benefit Area to be converted, into one or more Time-Share Projects shall be allocated to the Owners within any such Time-Share Project in accordance with the provisions of the Article entitled "Time-Share Project" of this Declaration.

4.8 ***Vesting of Voting Rights.*** All voting rights shall be subject to the restrictions and limitations provided in the Association Governing Documents. A Member's right to vote shall vest immediately upon the date Regular Assessments are levied against the Separate Interest of such Member.

4.9 ***Approval of Members.***

4.9.1 Approval of All Members. Unless elsewhere otherwise specifically provided in the Governing Documents, any provision of the Governing Documents which requires the vote or written consent of either the Voting Power of the Association or of Members other than Declarant shall be deemed satisfied by the approval by a majority of the votes cast. The Voting and Approval Matrix attached to this Declaration as Exhibit "D" summarizes the approval requirements for many actions of the Members. In the event of a conflict between the Matrix and the terms of this Declaration or the Bylaws, the terms of the Bylaws or the Declaration shall prevail.

4.9.2 Special Benefits Area Approval. Notwithstanding any other provision of the Governing Documents, any action expressly for the benefit of a Special Benefits Area or the Owners of Separate Interests therein which requires a vote of the membership shall require the approval of the prescribed percentage of the class or classes of membership or of the Members other than Declarant within such Special Benefits Area.

4.9.3 Approval of Owners Other Than Declarant. Chapter 6, Section 2792.18(c) of the Regulations of Title 10 of the Administrative Code of the State of California provides further that, with the exception of Section 2792.4 of Chapter 6, Regulations of Title 10 of the Administrative Code of the State of California, no regulation which requires the approval of a prescribed majority of the Voting Power of Members other than the Declarant for action to be taken by the Association is intended to preclude the Declarant from casting votes attributable to Separate Interests which the Declarant owns. Therefore, any action that requires the approval of a prescribed majority of the Voting Power of Members other than the

Declarant pursuant to the provisions of any of the Governing Documents shall require:

- (a) For as long as the Class B voting membership continues to exist, the vote or written assent of a majority of the Class B Voting Power as well as the vote or written assent of the prescribed majority of the Class A Voting Power; and
- (b) After the Class B membership has been converted to Class A membership, the vote or written assent of a majority of the total Voting Power of the Association as well as the vote of a majority of the Voting Power other than Declarant.

4.10 General Powers and Authority. [Civ. Code § 4805] The Association shall have all the powers of a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in the Governing Documents. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it. Its powers shall include, but are not limited to:

4.10.1 The power to establish, fix, levy, collect, and enforce the payment of Assessments against the Owners in accordance with the procedures set forth herein.

4.10.2 [Civ. Code § 4360] The power to adopt reasonable Rules governing the use of the Separate Interests, Dwellings, Common Area, any common facilities and Association Property, and the conduct at Board and Members' meetings, in accordance with the following:

- (a) The Rules may include, but are not limited to:
 - (i) Reasonable restrictions on use of the Common Area, Separate Interests and Dwellings by the Owners and their families, guests, employees, tenants and invitees.
 - (ii) Reasonable restrictions on the conduct of Owners and their families, guests, employees, tenants and invitees as to activities on the Common Area, Separate Interests and Dwellings.
 - (iii) The establishment of Notice and Hearing procedures and a schedule of Monetary Penalty Assessments and other disciplinary measures

which may be imposed for violations of any provisions of the Governing Documents.

- (iv) Campaign, election and voting information for membership votes.
 - (b) [Civ. Code § 4340 et seq.] The Board must comply with any Applicable Law when adopting any Rules.
 - (c) A copy of any modifications of the Rules shall be given to each Owner within fifteen days of adoption by the Board.
 - (d) If any provision of the Rules conflicts with any provision of this Restated Declaration, the Articles, or the Bylaws, the Restated Declaration, Articles, or Bylaws shall control to the extent of the inconsistency.
 - (e) The Rules shall have the same force and effect as if they were set forth in and were part of this Restated Declaration and shall be binding on the Owners and their successors in interest whether or not actually received by them.
- 4.10.3 [Civ. Code § 5980] 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, as provided in any Applicable Law.
- 4.10.4 Subject to Notice and Hearing requirements, the right to discipline a Member for violation of any of the provisions of the Governing Documents or the PGA WEST Master Association Management Documents by (1) suspending the Member's membership rights, including the Member's voting rights, the right to be a candidate for election to the Board of Directors, and the rights and privileges to use the Common Area recreational facilities, (2) imposing monetary fines, and (3) recording a notice of noncompliance in the Office of the County Recorder of Riverside County encumbering the Separate Interest of the Owner, if allowed by Applicable Law.
- 4.10.5 The right for its agents and employees to enter any Separate Interest when necessary in connection with any maintenance, landscaping, or construction work for which the Association is or may be responsible or to reduce the likelihood of or prevent damage to the Common Areas or another Separate Interest. This entry shall be made only upon reasonable notice to the Owner (except in the case of an emergency) and with as little

inconvenience to the Owner as is practicable. Any entry by the Association to investigate a reported or suspected water intrusion shall be deemed an emergency. Such person shall not be deemed guilty of trespass by reason of such entry.

4.11 **Specific Powers.** Such powers of the Association shall include, without limitation, the following:

4.11.1 The right to join with Declarant or a Participating Builder in the Community in the execution of any lot line adjustment, execute and deliver any quitclaim deed, and accept title to additional property as necessary for the following purposes:

(a) Eliminating encroachments due to engineering errors or errors in construction of any Improvements upon any of the affected property,

(b) Permitting changes in the development plan in circumstances where such changes are the result of topography, obstruction, hardship, aesthetic or other environmental conditions, are the requirement of a regulatory agency, do not have a significant negative impact upon the Association or the Owners, or

(c) Transferring the burden of management and maintenance of any Association Property which in the reasonable judgment of the Board is generally inaccessible or is not likely to be of any particular use or benefit to the Owners.

4.11.2 The power to negotiate and enter into agreements with Owners to provide for the performance of the maintenance, repair, replacement, restoration and reconstruction of Improvements within the Separate Interests or to provide services to an Owner or the Separate Interest of an Owner.

4.11.3 The power to negotiate and enter into agreements with the PGA WEST Master Association, or any amendments thereto, except that any increase in Assessments caused by any such agreement or amendment is subject to approval by the Members if such increase exceeds the percentage increase set forth in Section 5.6.

4.11.4 The power to negotiate and enter into agreements with the Res I Association or the Res II Association, or any amendments to any agreements except that any increase in Assessments caused by any such agreement or amendment is subject to

approval by the Members if such increase exceeds the percentage increase set forth in Section 5.6.

- 4.11.5 The power to appoint advisory committees for each Special Benefits Area comprised of Owners who reside in such Special Benefits Area for any purpose the Board deems appropriate for the management and operation of each such Special Benefits Area.

4.12 ***Duties of Association.*** In addition to the duties of the Association, its agents and employees set forth elsewhere in the Governing Documents, the Association shall be responsible for the following:

- 4.12.1 The Association, acting through the Board, shall operate, maintain, repair, and replace those components assigned to the Association by the Governing Documents or contract for the performance of that work, subject to the provisions of the Governing Documents.
- 4.12.2 The Association shall use the general operating fund to, among other things, acquire and pay for goods and services for the Community.

4.13 ***Expending Reserve Funds.*** [Civ. Code § 5510]

- 4.13.1 The Board may not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement or maintenance of, or litigation involving the repair, restoration, replacement or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established except as allowed by Applicable Law.
- 4.13.2 The signatures of at least two persons, who shall both be Directors, or a Treasurer who is not a Director and one Director, shall be required for the withdrawal of monies from the reserve accounts. In the event of any electronic transfers or withdrawals, at least two Directors must approve the transfer or withdrawal.

ARTICLE 5 - ASSESSMENTS AND COLLECTION PROCEDURES

5.1 ***Covenant to Pay.*** [Civ. Code § 5650]

- 5.1.1 Each Owner by acceptance of the deed to the Owner's Separate Interest is deemed to covenant and agrees to pay to the Association all Assessments described in this Article and all

other charges duly levied by the Association pursuant to the provisions of this Restated Declaration.

- 5.1.2 An Assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall also be a personal debt of each Owner of the Separate Interest at the time the Assessment or other sums are levied.
- 5.1.3 Co-Owners of a Separate Interest shall be jointly and severally liable for all charges levied by the Association on that Separate Interest.
- 5.1.4 No Owner may waive or otherwise escape liability for these Assessments by non-use of the Common Area or abandonment of the Owner's Separate Interest.

5.2 Purpose of Assessments. [Civ. Code § 5600] Except as provided herein, the Association shall levy Assessments sufficient to perform its obligations. The Assessments levied by the Association shall be used exclusively to promote the recreation and welfare of the Owners, for the operation, replacement, improvement, and maintenance of the Community, and to discharge any other obligations of the Association under this Restated Declaration. All Assessment payments shall be put into general operating and reserve funds to be used for the foregoing purposes.

5.3 Regular Assessments. [Civ. Code § 5600 et seq.]

- 5.3.1 Concurrently with preparation of the financial documents and budget for each fiscal year, the Board shall estimate the net charges to be paid during that next fiscal year, including a reasonable provision for contingencies, replacements and reserves, with adjustments made for any expected income and surplus from the prior year's fund. The resulting amount shall constitute the Regular Assessments for the budgeted year.
- 5.3.2 In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments against each Member, and the date or dates when due.
- 5.3.3 Failure of the Board to estimate the net charges within the time period stated herein shall not void any Assessment imposed by the Board. Regular Assessments for fractions of any month shall be prorated.

- 5.3.4 Each Owner is obligated to pay Assessments to the Association in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment.
- 5.3.5 Regular Assessments shall be divided equally among the Separate Interests. In the Residence Club, each Lot shall be a Separate Interest.

5.4 ***Special Assessments.***

- 5.4.1 If the Board determines that the amount to be collected from Regular Assessments will be inadequate to defray the Common Expenses for the year due to the cost of any construction, unexpected repairs or replacements of Capital Improvements upon the Common Area, or any other reason, it shall make a Special Assessment for the additional amount needed, subject to any limitations imposed by Applicable Law or the Governing Documents.
- 5.4.2 Special Assessments shall be levied equally against each Lot and collected in the same manner as Regular Assessments.
- 5.4.3 The Board may levy a Special Assessment in one lump sum or in installments over a period of time the Board determines appropriate.

5.5 ***Special Benefits Assessments.***

- 5.5.1 Concurrently with preparation of the financial documents and budget for each fiscal year, the Board shall estimate the net Special Benefit Expenses for each SBA to be paid during that next fiscal year, including a reasonable provision for contingencies, replacements and reserves, with adjustments made for any expected income and surplus from the prior year's SBA fund. The resulting amount shall constitute the Special Benefit Assessments for the budgeted year for the SBA.
- 5.5.2 In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Special Benefit Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Special Benefit Expenses and determine the revised amount of Special Benefit Assessments against each Member of the SBA, and the date or dates when due. This Assessment may be treated as an increase in the monthly Special Benefit Assessment or in the same manner as a Special Assessment.

- 5.5.3 Failure of the Board to estimate the net charges within the time period stated herein shall not void any Assessment imposed by the Board.
- 5.5.4 Each Owner is obligated to pay Special Benefit Assessments to the Association in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment. Special Benefit Assessments for fractions of any month shall be prorated.
- 5.5.5 Special Benefit Assessments shall be levied equally against each Lot within an SBA and collected in the same manner as Regular Assessments.

5.6 *Limitations on Regular, Special and Special Benefit Assessments.*
[Civ. Code § 5605]

- 5.6.1 Except in emergency situations, the Board may not, without the approval of Members constituting a majority of the votes when a quorum of the Owners is established, impose a Regular or Special Benefit Assessment per Lot that is more than twenty percent greater than the Regular or Special Benefit Assessment for the preceding fiscal year, or levy Special or Special Benefit Assessments that in the aggregate exceed five percent of the Budgeted Gross Expenses of the Association for that fiscal year. For purposes of this Section, a "quorum" means more than fifty percent of the Owners of the Association.
- 5.6.2 These limitations shall not apply to Assessment increases that are necessary for emergency situations. An emergency situation is an extraordinary expense defined by Applicable Law.

5.7 *Owner Notice of Regular, Special and Special Benefit Assessments.*
[Civ. Code § 5615] The Association shall provide notice to the Owners of any increase in the Regular or Special Benefit Assessments or the imposition of a Special Assessment not less than thirty nor more than sixty days prior to the increase in the Regular Assessment or Special Assessment becoming due.

5.8 *Date of Commencement.*

- 5.8.1 Regular Assessments. Regular Assessments shall commence with respect to all Separate Interests within a Phase on the first day of the month following the first Close of Escrow to occur within such Phase.
- 5.8.2 Special Benefits Assessments. Special Benefits Assessments shall commence with respect to all Separate Interests within a

Special Benefits Area on the date that Regular Assessments commence against such Separate Interests.

5.8.3 Other Assessments. All other Assessments may be levied against an Owner at any time after a Close of Escrow has occurred within the Phase in which the Separate Interest of such Owner is located and shall commence or be due on the date determined by the Board.

5.9 ***Reimbursement Assessments.***

5.9.1 Subject to the limitations of the Governing Documents and in addition to Regular and Special Assessments, the Board may levy Reimbursement Assessments against Owners and Lots whenever the Association (1) performs any service or accomplishes any item of repair or maintenance which is the duty of any Owner to accomplish, but which has not been accomplished by such Owner, or (2) incurs any costs which by Applicable Law or as required by the Governing Documents must be reimbursed by an Owner.

5.9.2 Such Reimbursement Assessment shall include the cost thereof, together with any financing costs and administrative costs incurred by the Association.

5.9.3 Prior to levying a Reimbursement Assessment, the Board shall provide the Owner with a Notice and Hearing. The Notice and Hearing regarding the levy of a Reimbursement Assessment may be combined with the Notice and Hearing regarding any underlying violation.

5.9.4 Duly levied Reimbursement Assessments shall be subject to the provisions in the Governing Documents regarding costs, late charges and interest for delinquent payment, and may become a lien on the Lot, in the same manner as Regular and Special Assessments.

5.10 ***Utility Assessments.***

5.10.1 In addition to any other Assessment levied against a Separate Interest, the Association may impose a Utilities Assessment for any utilities that are not separately metered and charged to the Separate Interest by the utility company.

5.10.2 If any such Utility Assessment is imposed by the Association, each Owner shall be obligated to pay to the Association, or its agent, a Utilities Assessment comprising the costs for those

utilities used by each Separate Interest as determined by the Board in its discretion.

- 5.10.3 The amount of the Utilities Assessment levied by the Association against a Separate Interest shall be based upon each Separate Interest Owner's and/or tenant's actual use of the utility and may vary from month to month based upon such actual usage. The rate charged to each Separate Interest shall be based upon the utility company's highest invoiced rate for residential dwellings or an equivalent designation established by the utility company. The Utility Assessment may include a nominal fee charged by a person or firm to read any submeter and administer the Utility Assessment.
- 5.10.4 Anything in this Restated Declaration to the contrary notwithstanding, the Utilities Assessment shall be separate from, and not considered a part of either Regular, Special Assessments, or Special Benefits Assessments with respect to the limitations on the increases or decreases thereof contained in this Restated Declaration or in section 5615 of the California Civil Code or any successor statute or law.
- 5.10.5 Duly levied Utility Assessments shall be subject to costs, late charges and interest for delinquent payment, and may become a lien on the Separate Interest, in the same manner as Regular, Special and Special Benefits Assessments.

5.11 ***Monetary Penalty Assessments.*** [Civ. Code §§ 5650 & 5725]

- 5.11.1 The Board of Directors may levy, subject to the limitations of the Governing Documents, Monetary Penalty Assessments (fines) against an Owner and his or her Separate Interest.
- 5.11.2 In the event the Board of Directors imposes a Monetary Penalty Assessment, that Monetary Penalty Assessment shall be subject to costs, late charges and interest as described in this Article for delinquent payment, and may become a lien on the Separate Interest, collectible by the Association through judicial foreclosure as allowed in this Article.
- 5.11.3 In no event may the Association collect a Monetary Penalty Assessment through nonjudicial foreclosure.

5.12 ***Costs, Late Charges and Interest.*** [Civ. Code § 5650] Late charges may be levied by the Association against an Owner for the delinquent payment of Assessments, including Monetary Penalty Assessments. An Assessment, including any installment payment, is delinquent fifteen days after its due date. If an Assessment is delinquent, the Association may recover all of the following from the Owner:

- 5.12.1 Reasonable costs incurred in collecting the delinquent Assessment, including actual attorneys' fees.
- 5.12.2 A late charge not exceeding ten percent of the delinquent Assessment or ten dollars, whichever is greater, or the maximum amount allowed by Applicable Law.
- 5.12.3 Interest on the foregoing sums, at an annual percentage rate of twelve percent commencing thirty days after the Assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The amounts delinquent, including the entire unpaid balance and any related costs described herein, may be collected by the Association as provided in this Article.

5.13 **Priority of Payments.** The Board, in its sole discretion, may enact policies, in compliance with Applicable Law, including Civil Code section 5655, regarding how payments received from Owners will be applied to any outstanding balances due the Association from that Owner.

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

5.15 **Enforcement of Assessments and Late Charges.** [Civ. Code §§ 5650 et seq., 5700 et seq. & 2924b] A delinquent Assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), and interest assessed in accordance with this Article, shall become a lien upon the Separate Interest when a Notice of Assessment Lien is duly recorded as provided in Applicable Law.

- 5.15.1 Unless otherwise provided by statute, the Notice of Assessment Lien shall describe the amount of the delinquent Assessment or installment, the related charges authorized by this Restated Declaration, the legal description of the Separate Interest, the name of the purported Owner, and, if the lien is to be enforced by power of sale under nonjudicial foreclosure proceedings, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice may be signed by any Officer or Director of the Association, or any employee or agent of the Association authorized to do so by the Board. The Notice shall be mailed by certified mail to every person whose name is shown as an Owner of the Separate Interest in the Association's records, and the notice shall be mailed no later than 10 calendar days after recordation.

- 5.15.2 Unless otherwise allowed by Applicable Law, the Notice of Assessment Lien may not be recorded until after the Association has mailed, via certified mail, a written demand for payment to the delinquent Owner. The written demand shall comply with the requirements of Applicable Law.
- 5.15.3 If not paid in full within thirty days after recordation of the Notice of Assessment Lien, any lien described herein may be enforced in any manner permitted by Applicable Law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice or by a trustee substituted pursuant to Applicable Law.
- 5.15.4 If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or nonjudicial foreclosure, the Association shall (1) record a notice of satisfaction and release of lien, and (2) upon receipt of a written request by the Owner, shall also record a notice of rescission of any recorded notice of default and demand for sale.
- 5.15.5 The Notice of Assessment Lien is not required to be amended by the Association or Trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien. The Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments.
- 5.15.6 Notwithstanding any other provision herein, a Monetary Penalty Assessment may not become a lien on a Separate Interest enforceable by the sale of the Separate Interest through nonjudicial foreclosure. Any Notice of Assessment Lien recorded to enforce a Monetary Penalty Assessment must specifically state that such lien may not be enforceable by sale of the Separate Interest through nonjudicial foreclosure.

5.16 *Suspending Telecommunication Services and Access Devices.*

- 5.16.1 In addition to any other remedies herein, if the Association provides Telecommunications Services through a bulk agreement, the Association may suspend Telecommunications Services to a Separate Interest as provided herein. The Association may also suspend access devices and require entry through a manned gate.

- 5.16.2 When the Owner is more than thirty days delinquent in the payment of any Assessment due to the Association, the Association may, after Notice and Hearing, suspend Telecommunications Services to the Owner's Separate Interest and use of access devices to gain entry to the Community.
- 5.16.3 The Association shall allow reconnection of the Telecommunication Services to the Owner's Separate Interest and reinstatement of access devices at such time as the Owner becomes current in the payment of Assessments. The Owner shall be solely responsible for the payment of any fee to connect, disconnect or reconnect the Telecommunications Services or to reactivate access devices.

5.17 Assignment of Rent. [Civ. Code § 2938] This assignment is for the purpose of collecting all Assessments, late charges, interest, fines, monetary penalties, and costs of collection, including attorneys' fees due to the Association pursuant to this Restated Declaration which are in default. This assignment applies to any lease or rental agreement now existing or hereinafter made.

- 5.17.1 Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or rental agreement or otherwise for the use or occupation of any or all parts of any Separate Interest owned by the Owner.
- 5.17.2 The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or rental agreement as they become due and payable, provided that the Association, at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessments due. Upon revocation of such authority, the Association may collect and retain such rental monies, whether past due and unpaid or current.
- 5.17.3 The Association's rights under this Section are in addition to and not in place of, the rights described above to file a lien and foreclose upon a lien. The Association's rights shall be subordinate to the rights of any First Lender.
- 5.17.4 The Association shall only exercise its rights to collect rental monies in compliance with California Civil Code section 2938, as amended from time to time, or any successor statute. Further, the Association shall only exercise this right after filing the lien described above and after providing the Owner with

Notice and a Hearing pursuant to any Applicable Laws and the Bylaws.

- 5.17.5 By recordation of this Restated Declaration, each Owner expressly consents to and is bound by this assignment of rents to the Association.

5.18 *Priority of Assessment Lien.* [Civ. Code § 5680] As set forth herein below, the Assessment lien referred to in this Article shall be superior to all other liens, except (1) all taxes, bonds and governmental Assessments which, by Applicable Law, would be superior thereto, and (2) the lien or charge of any First Mortgage of record and the Department of Veterans Affairs of the State of California as the vendor under its Cal-Vet loan contracts. Notwithstanding any other provision to the contrary, the following provisions shall govern the priority and obligation for payment of the Assessment lien:

- 5.18.1 Only the judicial or nonjudicial foreclosure of the First Mortgage shall operate to transfer title free of the Assessment lien or obligation for any Assessment lien, and then only as to payments which became due prior to the date of sale, and excluding those Assessment liens recorded prior to the recording of the First Mortgage.
- 5.18.2 Neither the transfer of a Separate Interest pursuant to a foreclosure of any Mortgage, nor an election by the Association to proceed against any new Owner for payment, shall serve to cancel the personal obligation of the prior Owner for payment of the delinquent Assessments and charges which accrued during such Owner's period of ownership.
- 5.18.3 No sale or transfer of any Separate Interest shall relieve such Separate Interest or its new Owner from liability for any future Assessments which accrue during such Owner's period of ownership.
- 5.18.4 The personal obligation of any Owner for payment of delinquent Assessments and charges may be satisfied, and therefore discharged, only by payment of the entire amount of the delinquent Assessments and charges, whether or not such Owner remains in possession of his or her Separate Interest.
- 5.18.5 To the extent permitted by Applicable Law, each Owner hereby waives the benefit of any homestead or exemption laws of the State of California now in effect, or in effect from time to time hereafter, to the extent of any liens created pursuant to the Governing Documents, whether such liens are now in existence or are created at any time in the future.

5.19 **Statement of Delinquent Assessment.** [Civ. Code § 4525] The Association shall provide any Owner, upon written request, with a statement specifying the amounts of any delinquent Assessments and related late charges, interest, and costs levied against the Owner's Separate Interest.

ARTICLE 6 - USE RESTRICTIONS AND COVENANTS

6.1 **General.** [Civ. Code § 5975] The use and enjoyment of the Community by Owners and their tenants, guests, invitees or any other person deriving rights from such Owner, shall be subject to the covenants and restrictions contained in the Governing Documents. Each such person shall comply with the provisions in the Governing Documents and be subject to any enforcement actions in the event of violations. As more fully set forth in this Restated Declaration, both the Association, through the Board of Directors, and each Owner shall be entitled to enforce the Governing Documents.

6.2 **Affecting Association Insurance.** No one may perform any act or keep anything on or in any Separate Interest or in the Common Area that will increase the rate of insurance on the Common Area without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept on his or her Separate Interest or in the Common Area that would result in the cancellation of insurance on any Separate Interest or on any part of the Common Area or that would violate any law.

6.3 **Alter Common Area.** No one may alter, attach, construct, or remove anything on or from the Common Area, except upon the written consent of the Board.

6.4 **Antennas and Satellite Dishes.** [Federal Telecommunications Act]

6.4.1 Exterior antennas and satellite dishes, not exceeding one meter (39.37") in diameter, are permitted, but only in strict compliance with Applicable Laws and not on any portion of the Common Area. Except as permitted by Applicable Law, there shall be no outside television or radio antennae, satellite dishes, masts, poles or flag poles constructed, installed or maintained in the Community for any purpose whatsoever without the prior written consent of the Board.

6.4.2 The Board may adopt Rules restricting the construction, installation, maintenance or replacement of any such equipment as long as such restrictions do not conflict with Applicable Law.

6.5 **Brush, Weeds and Debris.** No one may allow brush, weeds, undergrowth or debris to accumulate upon any Separate Interest so as to render the Separate Interest or any portion of it a fire hazard, unsightly, or detrimental to other Separate Interests or the Common Area.

6.6 **Common Area Use.** The following provisions govern the use and enjoyment of the Common Area:

- 6.6.1 Owners may use the Common Area subject to the provisions of this Restated Declaration.
- 6.6.2 An Owner who has sold his or her Separate Interest to a contract purchaser or who has leased or rented the Separate Interest shall be deemed to have delegated his or her rights to use and enjoy the Common Area to such contract purchaser or tenant, subject to reasonable regulation by the Board. If the Owner is deemed to have delegated such rights, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for so long as the delegation remains effective. The rights of a contract purchaser or tenant shall be subject to the same restrictions and regulations in the Governing Documents as are applicable to Owners.
- 6.6.3 The Board may:
- (a) Adopt and enforce reasonable Rules for the use of the Common Area.
 - (b) Reasonably limit the number of guests and tenants using all or any portion of the Common Area.
 - (c) Charge a fee or deposits for any private parties, special or extraordinary use of any Common Area recreational facilities and Improvements.
 - (d) Set fees and deposits for supplying and replacing access devices to Common Areas, including charges calculated to limit distribution and deter loss of access devices.
 - (e) Establish speed limits and other traffic regulations within the Community.
 - (f) Establish fire lanes within the Common Area.
 - (g) Assign, rent, lease or otherwise control the use of any unassigned parking spaces within the Common Area.
 - (h) Require the use of parking passes or decals and access devices.
 - (i) Remove any vehicle within the Community parked in violation of this Restated Declaration or the Rules of the Board in accordance with the provisions of any Applicable Law.

- (j) Suspend the right of any Owner, and the persons deriving rights from any Owner, to use and enjoy the Common Area recreational facilities for any period during which the Owner is delinquent in the payment of any Assessment, is in violation of the Governing Documents, or as otherwise provided in the Governing Documents.
- (k) Cause the construction of additional Improvements in the Common Area, or cause the alteration or removal of existing Improvements on the Common Area, subject to any applicable limitations on the Board's powers.
- (l) Dedicate, grant, or join in the grant or conveyance of permits, easements, licenses or rights-of-way in, on and over the Common Area as may be determined by the Board to be in the best interests of the Association; provided that no such permit, easement, license or right-of-way may be granted if it would unreasonably interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of the Owner's Separate Interest without the approval of the affected Owner.
- (m) Approve any proposed alteration of or modification to the Common Area, subject to any applicable limitations of the Board's powers.

6.6.4 [Civ. Code § 4600] Notwithstanding any nonexclusive easement rights to the Common Area granted herein or by any deed or other conveyance, the right to allow one or more Owners to exclusively use portions of the Common Area, provided that such portions of the Common Area are nominal in area and adjacent to the Owner's Separate Interest, and, provided further, that such use does not unreasonably interfere with any other Owner's use or enjoyment of the Community unless that Owner consents to the use.

6.7 **Damage Liability.** Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property, including any access control systems, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installation, repair, or maintenance of any Improvement by the Owner or the Owner's family, guests, tenants, contract purchasers, or invitees. The Association may repair the damage and assess the cost of the work to the Owner as a Reimbursement Assessment. In the case of joint ownership of a Separate Interest, the liability of the co-owners shall be joint and several, unless the co-owners and the Association have agreed in writing to an alternative allocation of liability.

6.8 **Discharge into Streets or Gutters.** No one may discharge anything other than water and residue allowed by applicable water quality ordinances into the streets, gutters and drains of the Association or into the Common Area.

6.9 **Emissions into the Air.** No one may discharge or cause the emission of any dust, sweepings, dirt, cinders, odors, gases, mold spores, or other substances into the atmosphere other than those caused by normal residential use.

6.10 **Garages.** No one may convert or use any garage for purposes other than parking of the number of vehicles such garage was designed to contain and storage of reasonable amounts of household goods that do not interfere with the ability to park the number of vehicles such garage was designed to accommodate or create a fire or safety hazard.

6.11 **Golf Course Property - No Special Right to Use.** Each Owner, by acceptance of a deed or other conveyance to his or her Separate Interest, acknowledges and agrees that the Golf Course Property is separate from the PGA WEST Fairways Community and does not comprise Association Property or Common Area and that no Owner shall have any special right or privilege to enter upon or use the Golf Course Property or the golf course facilities which may be developed thereon, other than pursuant to the terms and provisions of any Golf Course Easement Agreements and such terms and conditions as are offered to members of the general public from time to time.

6.12 **Golfing Indemnity.** By accepting a deed to a Separate Interest or Association Property, each Owner, for himself or herself, and the Association, for itself: and for their respective invitees, personal representatives, assigns, heirs and next of kin, agents, employees (collectively, the "Related Parties") hereby:

6.12.1 Acknowledge (i) the potential effect on a Separate Interest or on Association Property of the Golf Course Hazards, (ii) the impairment of any existing views; (iii) the potential for personal injury, death or damage to personal property; (iv) the potential for damage to any Improvements, including, without limitation, stucco, tile roofs and windows of any structure, attributable to Golf Course Hazards; (v) the potential for any adverse effect on any landscaping installed by an Owner within such Owner's Separate Interest or by the Association within the Association Property arising from or attributable to the use of reclaimed water on such Golf Course Property by the owner thereof, and (vi) the potential for nuisances created by or arising from the Golf Course Property, including, without limitation, landscaping and maintenance of the Golf Course Property and early morning and late night play or maintenance activities and visibility of lights used in connection with any driving range or clubhouse, if any, installed by the owner of the Golf Course Property;

- 6.12.2 Assume the risk of any property damage, personal injury or death and/or creation or maintenance. of a trespass or nuisance created by or arising in connection with Golf Course Hazards or any matters described above (collectively, "Assumed Risks");
- 6.12.3 Release, waive, discharge, and covenant not to sue, and agree to indemnify and to hold harmless Declarant, any Participating Builder, Golf Course Owner, their directors, shareholders, affiliates, agents and employees, and the City (collectively, the "Released Parties"), and each of them, from any and all liability to the Related Parties for any losses, costs (including, without limitation, attorneys' fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Related Parties or otherwise;
- 6.12.4 Acknowledge that any Participating Builder and the Association have no obligation or right to regulate or control the Golf Course Property or any activities thereon, in any way or manner except as specifically set forth in this Declaration and any Golf Course Easement Agreements in connection with the maintenance of Association walls and fences, Golf Cart Paths and drainage improvements located upon the Golf Course Property and the Community as provided in any Golf Course Easement Agreements. Golf Course Owner has the unilateral right to install any trees or other landscaping or construct any Improvements at any location within the Golf Course Property approved by the City, which could be in near proximity to any Separate Interest adjoining the Golf Course Property;
- 6.12.5 Acknowledge and agree that neither the Association, the Declarant nor any Participating Builder nor any Developer makes any warranties or representations that a golf course adjacent to the Covered Property will continue to be maintained and operated in the manner that existed or was contemplated at the time of the recordation of the Original Declaration.

6.13 ***Harassment.***

- 6.13.1 No one may engage in any type of harassment, illegal, noxious or offensive activity toward any Owners, residents, Association representatives, management representatives, Board members and/or vendors working in the Community.
- 6.13.2 No person shall attempt to engage Association or management representatives or vendors on any private business of such person, or to otherwise direct, supervise or in any manner

attempt to assert control over such Association or management representative or vendor during the hours that such Association or management representative or vendor is working on behalf of the Association.

6.14 Hazardous Materials. No one may store any of the following upon a Separate Interest or in the Common Area: any substance, material or waste which is or becomes: (1) regulated by any local or regional governmental authority of the State of California or the United States Government as a hazardous waste; (2) is defined as a “solid waste,” “sludge,” “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “non-RCRA hazardous waste,” “RCRA hazardous waste,” or “recyclable material,” under any federal, state or local statute, regulation, or ordinance, including, without limitation, sections 25115, 25117, 25117.9, 25120.2, 25120.5 or 25122.7, 25140, 25141 of the California Health and Safety Code; (3) defined as a “Hazardous Substance” under section 25316 of the California Health and Safety Code; (4) defined as a “Hazardous Material,” “Hazardous Substance” or “Hazardous Waste” under section 25501 of the California Health and Safety Code; (5) defined as a “Hazardous Substance” under section 25281 of the California Health and Safety Code; (6) asbestos; (7) petroleum products, including, without limitation, petroleum, gasoline, used oil, crude oil, waste oil, and any fraction thereof, natural gas, natural gas liquefied, methane gas, or synthetic fuels; (8) materials defined as hazardous or extremely hazardous pursuant to the California Code of Regulations; (9) pesticides, herbicides and fungicides; (10) polychlorinated biphenyls; (11) defined as a “Hazardous Substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.); (12) defined as a “Hazardous Waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (13) defined as a “Hazardous Substance” or “Mixed Waste” pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., and regulations promulgated thereunder; (14) defined as a “Hazardous Substance” pursuant to Section 401.15 of the Clean Water Act, 40 C.F.R. 116; (15) defined as an “Extremely Hazardous Substance” pursuant to Section 302 of the Superfund Amendments and Reauthorizations Act of 1986, 42 U.S.C. Section 11002 et seq.; or (16) defined as “medical waste” pursuant to Section 25023.2 of the California Health and Safety Code, Chapter 6.1 (Medical Waste Management Act).

6.15 Installation of Electric Vehicle Charging Stations. [Civ. Code § 4745]

6.15.1 No electric vehicle charging station shall be installed by any person in any part of the Community without the prior written approval of the Board.

6.15.2 All electric vehicle charging stations shall be installed, maintained, repaired, replaced and removed in strict accordance with all Association Rules and Applicable Law.

- 6.15.3 Owners who install an electric vehicle charging station shall be solely responsible for all costs associated with the installation, existence, use, maintenance, repair, replacement and removal of the station, as well as any damage caused to any other property as a result of the installation, use, existence, maintenance, repair, replacement or removal of that station.
- 6.15.4 Owners with an electric vehicle charging station shall maintain an umbrella liability coverage policy in the amount of \$1 million covering the obligations of the Owner for the station unless the station is an existing National Electrical Manufacturers Association standard alternating current power plug. The Association shall be named as an additional insured under this policy with a right to notice of cancellation.

6.16 ***Leasing or Renting Separate Interest.*** Leasing and renting a Separate Interest must comply with the following:

- 6.16.1 Renting and leasing must comply with the Governing Documents and any Applicable Laws. Any short-term rentals must comply with Applicable Laws, including the municipal code and including payment of any transient occupancy tax.
- 6.16.2 A Supplementary Declaration for an SBA may impose more restrictive limitations on leasing and renting than the restrictions in this Declaration and any such more restrictive limitations shall prevail in any inconsistency with this Declaration.
- 6.16.3 Each Owner-lessor shall be responsible for compliance by the tenant or lessee with all of the provisions of the Governing Documents during the tenant's/lessee's occupancy and use of the Separate Interest.
- 6.16.4 If any tenant or lessee fails to honor the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances to preserve the quiet enjoyment of other Owners and residents of the Community. Without limitation, the Association's actions in response to a tenant's violation of the Governing Documents may include the imposition of fines and penalties against the Owner-lessor of the Separate Interest.
- 6.16.5 In the event a tenant or lessee of a Separate Interest fails to comply with the provisions of the Governing Documents then, in addition to all other remedies which it may have, the Association may notify the Owner of such violation(s) and demand that it be

remedied through the Owner's efforts within thirty days of such notice. If such violation(s) is not remedied within that thirty day period, then the Owner shall immediately, at his or her own cost and expense, institute and diligently prosecute an eviction action (unlawful detainer) against his tenant or lessee on account of such violation(s). Such eviction action shall not be compromised or settled without the prior written consent of the Association. In the event the Owner fails to commence the foregoing obligation within fifteen days of being required to do so, or commences the action but fails to diligently prosecute the action, then the Board shall have the right, but not the duty, to notify the Owner that the Association will prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Upon notification to Owner of the Association's intent to prosecute the action, the right to possession of Owner's Separate Interest shall pass to the Association until such time as the tenant or lessee has vacated the Separate Interest. The Owner shall cooperate with the Association in the prosecution of the eviction action. All costs and attorneys' fees not collected from the tenant or lessee shall be paid by the Owner and failure to pay may be the basis for imposing a Reimbursement Assessment for the fees and costs.

6.17 *Mechanic's Lien.* [Civ. Code § 4615] No labor performed or services or materials furnished with the consent of, or at the request of, an Owner, the Owner's agents or contractors shall be the basis for the filing of a lien against any other Separate Interest or Common Area or any other Owner in the Community unless that other Owner has expressly consented to or requested the performance of the labor or furnishings of the materials or services. However, express consent shall be deemed to have been given by the Owner of any Separate Interest in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Common Areas, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner of any Separate Interest may remove his or her Separate Interest from a lien against two or more Separate Interests or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by the lien which is attributable to the Owner's Separate Interest.

6.18 *Number of Persons.* The total number of persons allowed to reside in each Dwelling shall not exceed the number determined by multiplying the number of bedrooms in each Dwelling by two and adding one. Therefore, in each one bedroom Dwelling, a maximum of three people may reside in such Dwelling, in each two bedroom Dwelling, a maximum of five people may reside in such Dwelling, and in each three-bedroom Dwelling, a maximum of seven may reside in such Dwelling. This Section shall not prevent temporary guests of an Owner to stay in such Dwelling, however, any person occupying a Dwelling for longer than fourteen days each year shall conclusively be deemed to reside in such Dwelling.

6.19 **Offensive Activity.** [Civ. Code § 3479] No one may engage in any illegal, noxious or offensive activity in any part of the Community, or do any act which unreasonably threatens the health, safety and welfare of other residents of the Community.

6.20 **Owner Responsibility.** Owners shall be responsible for their family members, guests, tenants, contract purchasers, and invitees while in the Community and may be held responsible for any violations of the Governing Documents committed by such persons.

6.21 **Pets.** [Civ. Code § 4715] No one may keep pets or other animals in violation of the following:

- 6.21.1 Owners or residents of the Community may keep usual and ordinary domestic pets on the Separate Interest subject to the limitations and provisions of the Rules; provided, however, that no Owner or other occupant of a Separate Interest may keep any pet which interferes with, or has a reasonable likelihood of interfering with, the rights of any Owner or other occupant of a Separate Interest to the peaceful and quiet enjoyment of the Separate Interest. In the event the Board determines that any pet or other animal creates an unreasonable annoyance or nuisance to any Owner or other occupant of a Separate Interest, the keeping thereof shall be discontinued within a reasonable time after such determination.
- 6.21.2 Snakes may not be kept as pets.
- 6.21.3 No pets or other animals shall be permitted in the Common Area except as specifically permitted by the Rules.
- 6.21.4 Association, its Board, Officers, employees and agents shall have no liability to any Owner, their family members, guests, invitees, tenants and contract purchasers, or any other person in the Community, for any damage or injury to persons or property caused by any pet, absent any willful or wanton negligence on the part of Association, or its Board, Officers, employees and agents.

6.22 **Post Tension Slabs.** Building structures within the Community may have been constructed using post tension concrete slabs (defined to mean concrete slabs that contain a grid of steel cables under high tension). Each Owner, by acceptance of a deed to his Separate Interest, acknowledges that modification or alteration of concrete slab floors contained within his Separate Interest could damage the integrity of such post tension slabs and could cause serious personal injury or property damage. Each Owner and/or the Association agree to hold Association, Declarant, any Participating Builder and all partners, subsidiaries and affiliated companies of Declarant, any Participating Builder, and all of the officers, employees, directors and agents of any of

them, free of liability from such damages, costs, expenses or charges incurred in connection therewith, such as, but not limited to, attorneys' fees and court costs and costs incurred by reason of injury to property or injury to persons caused by any modification or alteration of such post tension slabs.

6.23 Residential Use of Unit. Separate Interests shall be used for residential purposes only. Business use is not allowed except for in-home professional or administrative occupations or similar home office use so long as only minimal external evidence is observable, and if: (1) such occupations are merely incidental to the use of the Separate Interest as a residence, (2) employees or business invitees do not regularly visit or conduct business in the Community, and (3) the occupation is conducted in conformity with any Applicable Law and the Rules.

6.24 Signs. [Civ. Code §§ 712, 713 & 4710] No one may erect or display any sign on or from any Separate Interest except as allowed by Applicable Law and the Rules. No signs may be erected or displayed on the Common Area without the prior written approval of the Board.

6.25 Solar Energy Systems. Solar energy systems may be installed within a Separate Interest after prior Architectural Committee approval and in compliance with the Architectural Guidelines.

6.26 Storage in Common Area. No one may permit anything to obstruct the Common Area or store anything on the Common Area without the prior written consent of the Board, except as otherwise provided in the Governing Documents.

6.27 Storage of Flammable or Hazardous Materials. No one may store gasoline, kerosene, cleaning solvents, or other flammable liquids or substances, or any toxic or hazardous materials on the Common Area or in any Separate Interest; provided, however, that amounts of these liquids, substances or materials which are reasonable for household use may be placed in appropriate containers and properly stored.

6.28 Sub-Association Use Restrictions. Nothing herein shall prevent a Sub-Association from adopting use restrictions for its portion of the Community which are more restrictive than those set forth herein, provided that such restrictions shall in no way modify the provisions hereof.

6.29 Subdividing Lot. No one may attempt to further subdivide a Lot.

6.30 Telecommunications Services. No one may alter or modify any Telecommunications Services except upon the written consent of the Board.

6.31 Trash. No one may allow rubbish, trash, and garbage to accumulate within the Separate Interest or Common Area.

6.32 Vacating Dwelling; Costs. [Civ. Code § 4775] The Association shall have the power to temporarily remove any Dwelling resident for such periods and at

such times as may be necessary in connection with any maintenance or repair work performed by the Association. The Owner shall provide the Association access as needed for maintenance or repair work by the Association. The costs of any temporary relocation, including loss of rental income, during such maintenance or repair work shall be paid by the Dwelling Owner affected unless another Owner is responsible for the damages pursuant to the Governing Documents. If another Owner is responsible for the damages, the responsible Owner shall pay the relocation costs. Except in case of emergency, the Association shall give notice of the need to temporarily vacate a Dwelling to the Owners and occupants not less than fifteen days or more than thirty days prior to the date of the temporary relocation. The notice shall state the reason for the relocation, the date and time of the beginning of work, the anticipated date and time of termination of work and that the occupants will be responsible for all necessary accommodations during the relocation.

6.33 Vehicle Maintenance. Except for minor maintenance and repair, no one may perform any vehicle overhaul, repair, or non-emergency maintenance within the Community.

6.34 Vehicle Use and Parking. Parking in the Community is limited and all Owners and residents shall park vehicles within their garage and driveway. Guest parking in the streets is subject to the Rules. The Board, in its discretion, may adopt reasonable Rules in compliance with this Section governing the operation, maintenance, storage and parking of any vehicle, including trucks, campers, trailers, boats or commercial vehicles in the Community, including the streets, garages, driveways, and Common Area.

6.35 View.

- 6.35.1 Each Owner by acceptance of a deed or other conveyance of a Separate Interest acknowledges that any construction or Improvement by Declarant, Participating Builder, the Association or any other Owner, or any owner of any other property may change, impair, obstruct or otherwise affect any view that such Owner may have enjoyed at the time of the purchase of his Separate Interest.
- 6.35.2 The Association Governing Documents do not contain any provisions intended to protect any view or to guarantee that any views that an Owner may have enjoyed will not be impaired or obstructed in the future by changes to other property.
- 6.35.3 Each Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Association, Golf Course Owner, Declarant, a Participating Builder, or their officers, employees, partners, subsidiaries,

affiliated companies, or directors and agents of any of them in connection with the preservation of views and each Owner and/or the Association agree to hold the Association, Golf Course Owner, Declarant, Participating Builder, and all of such officers, employees, partners, subsidiaries, affiliated companies, and directors and agents of any of them free of liability from such damages, costs, expenses or charges incurred in connection therewith, such as, but not limited to, attorneys' fees and court costs and costs arising from any changes, obstruction or impairment of the view from such Owner's Separate Interest.

- 6.35.4 No salesperson, employee or agent of the Association, Declarant or a Participating Builder has the authority to make any representations which contradict or modify the foregoing statements. Each Owner, by the acceptance of the conveyance of a Separate Interest, acknowledges that Owner has not relied on any representations made by any such person or by anyone in the purchase of a Separate Interest.

6.36 **Water Discharge.** No one may discharge anything other than water and residue allowed by applicable water quality ordinances into the streets, gutters and drains of the Association or into the Common Area. Swimming pool or spa drainage must be directed to the street, not the Golf Course Property or the sewer system.

ARTICLE 7 - REPAIR AND MAINTENANCE

7.1 **General; Standards of Maintenance.** [Civ. Code § 4775] The Association and all Owners are required to fulfill the maintenance requirements imposed by the Governing Documents. For purposes of this Article, "maintenance" shall include, without limitation, painting, weatherproofing and cleaning to keep Improvements in a clean, safe, properly ventilated, watertight, dry and sanitary condition necessary to preserve the attractive appearance of the Separate Interests, Dwellings, and the Community, and protect the values thereof. The Dwellings and Improvements on the Separate Interests shall be kept in good condition and repair and landscaping shall be neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. The Board shall have the power to determine the standards of such maintenance.

7.2 **Division of Responsibility for Maintenance, Repair and Replacement.**

- 7.2.1 The Association has no responsibility for maintenance, repair and replacement within a Sub-Association.
- 7.2.2 Attached hereto as Exhibit "C," and incorporated herein by reference, is a listing of the allocation of responsibility for maintenance, repair and replacement for various components in the Community and the Special Benefits Areas. There is a

separate section of Exhibit "C" for each Special Benefits Area. There is no Exhibit "C" for the Sub-Associations since the Association has no responsibility for maintenance, repair and replacement within a Sub-Association.

7.2.3 Each Owner within a Special Benefits Area shall be responsible for the maintenance, repair and replacement of his or her Separate Interest unless a responsibility has been specifically assigned to the Association on Exhibit "C." The Association shall be responsible for the maintenance, repair and replacement of the Common Area and any portion of the Separate Interest specifically assigned to the Association on Exhibit "C." In the event of any inconsistency between the above general provisions and the specific provisions of Exhibit "C," the provisions of Exhibit "C" shall prevail. In the event of any inconsistency among the provisions of Exhibit "C," the most specific provision shall prevail. Provided any item is not listed in Exhibit "C," the responsibility for its maintenance shall be determined in accordance with the above general provisions or as otherwise provided by Applicable Law. In the event of any inconsistency between the provisions of Exhibit "C" and the provisions of a Supplementary Declaration, the provisions of Exhibit "C" shall prevail.

7.2.4 Except as otherwise provided in the Governing Documents, the costs of maintenance, repair and replacement shall be borne by the party responsible for the maintenance, repair and replacement. Exhibit "C" designates which costs are paid by the Association through Regular or Special Assessments and which are paid through Special Benefits Assessments.

7.3 **Owner Improvements.** Each Owner shall be responsible for the maintenance, repair, and replacement of any Improvements installed or planted anywhere within the Community by the Owner, any resident in the Owner's Dwelling, or the Owner's predecessor in interest. The Owner is also responsible for any damages to the Common Area caused by such installation, maintenance, use, or repair. Installation of any Improvement within the Community is subject to the architectural review provisions herein. Any unauthorized Improvement in the Common Area shall be considered a trespass on the Common Area and shall give the Board the right to remove the unauthorized Improvement summarily and without compensation to the party who installed it.

7.4 **Access over Common Area.** The Owner of the Separate Interest shall be entitled to reasonable access over and through the Common Area, subject to the consent of the Association and to any other conditions reasonably imposed by the Association, for the purposes of performing any maintenance, repairs or replacement as

required by the Governing Documents. The Association's consent shall not be unreasonably withheld.

7.5 Failure to Maintain.

7.5.1 If an Owner fails to maintain, repair or replace the areas described herein pursuant to the standards set by the Board, the Board may notify the Owner of the work required and request that the same be done within a reasonable time from the giving of such notice. If the Owner fails to complete such maintenance within said time period, the Board may, following a Notice and Hearing, cause such work to be done and the cost thereof shall immediately be paid by such Owner to the Association and until paid shall bear interest at the rate of twelve percent per annum (but no greater than the maximum rate authorized by Applicable Law). The Association shall have an easement over the Separate Interests pursuant to Section 3.7 herein for the purpose of performing the work described herein.

7.5.2 In the event that a Sub-Association fails to accomplish any maintenance, repair, restoration or replacement of Improvements needed to maintain an attractive and operable condition, the Association shall have the right, but not the obligation, to perform any of the corrective work required (i) if the Sub-Association fails to commence the correction of the deficiency within thirty (30) days after the delivery of a written notice thereof from the Association, and (ii) if, upon commencement, the Sub-Association fails to diligently prosecute the correction of such deficiency to an acceptable conclusion. In the event the full cost of performing any such activity has not been reimbursed to the Association within thirty (30) days after the delivery to the Sub-Association of a statement therefor, the Sub-Association property, Association Property or other property on which such corrective work was performed shall be deemed to be Special Benefits Common Area, the costs incurred in effecting the correction of the deficiency shall be Special Benefits Expenses and Special Benefits Assessments shall be levied against Owners who constitute all of the members of such Sub-Association for the payment of such Special Benefits Expenses.

7.6 Termite Control. [Civ. Code § 4780] The responsibility for control of wood destroying pests or organisms is set forth on the attached Exhibit "C." If responsibility is assigned to the Association, the Board shall determine the method and timing of any treatment in its sole discretion. Neither the Association, the Board, Officers, agents nor employees shall have any liability, absent willful or wanton

negligence, to any Owner, family member, guest, invitee or tenant for any damage caused by the treatment.

7.7 *Damage Caused by Owner.* [Civ. Code § 5725]

7.7.1 Should any damage to the Common Area or any Separate Interest result from the willful or negligent act or neglect of any Owner, or such Owner's tenants, guests, invitees, pets or other person or entity deriving any interest through such Owner, the cost of all repairs shall be borne solely by the responsible Owner.

7.7.2 The Association shall be responsible for performing the repair of any damage to the Common Area or Improvements over which the Association has control at the responsible Owner's expense. The responsible Owner shall perform the repair of any damage to his or her own property. The Owner of any other property which sustained damage shall perform the repair of any such damage, and may charge the cost of repairs and any relocation costs to the responsible Owner.

7.7.3 If the responsible Owner disputes or refuses to pay any repair costs incurred by the Association or the Owner of any other property which sustained damage, the Association, after Notice and Hearing, may charge the cost of those repairs to such Owner as a Reimbursement Assessment, with the full authority to lien on such amount in the event of non-payment. If the damage is such as may be covered by any insurance carried by the Association, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. Provided the submitted claim is covered by the Association's insurance, the responsible Owner shall pay the cost of any deductible applicable to the covered claim. If the submitted claim is not covered by the Association's insurance, or the Board elects not to submit the claim, the responsible Owner shall be responsible for the total cost of repair.

7.7.4 All repairs performed to correct any damage shall be sufficient to return the damaged property only to its condition prior to the damage, with upgrades as may be required to conform to any applicable building codes in effect at the time the damage is repaired.

7.8 *Limitation of Liability.* The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any property, or the cost of repair or replacement of any damaged property or portions of such Owner's Separate

Interest unless such damage is caused by the gross negligence of the Association, its Board, Officers, agents or employees.

7.9 Damages to Separate Interest; Water Intrusion Damage.

- 7.9.1 Each Owner shall be solely responsible for the repair of any damage to his or her Separate Interest, and other real personal property, and the cost thereof, caused by any Common Area component or Improvement or any other component or Improvement maintained by Association, including water intrusion from any Common Area source.
- 7.9.2 An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property, or the cost of repair or replacement of damaged Improvements for which such Owner is responsible. The Association shall not be liable for damage to property in the Separate Interest resulting from water which may leak or flow from outside of any Separate Interest, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the negligence of the Association, its Board, Officers, agents or employees.
- 7.9.3 Owners shall cause notice to be given to the Association of any water within, or water intrusion into, their Separate Interest immediately upon discovery of such leak or water intrusion. Within twenty-four hours or sooner of the discovery of a leak or water intrusion, Owner shall cause all water to be extracted, and the Separate Interest cleaned. If Owner has not had water extraction and cleaning performed within forty-eight hours of discovery of the leak or water intrusion, the Association may cause such work to be done and assess the cost of the work to the Owner as a Reimbursement Assessment. The Association is authorized to enter the Separate Interest to perform water extraction and related repairs on an emergency basis.
- 7.9.4 If repairs are required to a Separate Interest following a leak or water intrusion, Owner shall cause all work to be performed by a licensed contractor experienced in water extraction and mold remediation. Containment procedures designed to prevent contamination of the affected Separate Interests, other Separate Interests and the Common Areas shall be utilized.
- 7.9.5 Owner and his or her tenants, guests, invitees, agents and employees shall hold the Association harmless for any claim for property damage or personal injury alleged to arise from the presence of mold or fungi in his or her Separate Interest unless

the damages or injuries were caused by the negligence of the Association, its Board, Officers, agents or employees.

7.10 **Owner Notification to the Association.** If, at any time, an Owner discovers or otherwise becomes aware of any condition within the Common Area or on any Separate Interest, including, but not limited to, water entry, water damage or mold, that may constitute a risk to the health, safety or welfare of the Owners, their family members, tenants, and any other persons entering the Community, the Owner shall notify Association representatives of the condition as soon as possible.

ARTICLE 8 - COMMON WALLS AND FENCES

8.1 **Party Walls.** Each wall and fence which is built as a part of the original construction of the Dwellings and placed on the dividing line between the Lots shall constitute a Party Wall (thus the term "Party Walls" refers to both shared walls and fences). To the extent not inconsistent with the provisions of this Article, the general rules of Applicable Law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

8.2 **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 Party Wall in equal proportion to such use.

8.3 **Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the Party Wall may restore it. If an Owner restores the Party Wall, the other Owners with Lots abutting the Party Wall shall contribute to the cost of restoration thereof in equal proportion without prejudice, however, 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.

8.4 **Weatherproofing.** Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.5 **Party Wall Easements.** In all cases where a structural Party Wall constituting a portion of a single Dwelling, or a structural Party Wall constituting a common wall or fence for two Dwellings, is located upon the dividing line between adjacent Lots, the Owners of said adjoining Lots shall have reciprocal mutual nonexclusive easements for the maintenance of the Party Wall, the reconstruction of the Party Wall in the event of the partial or total destruction of the same, drainage associated with the Party Wall or the Dwelling of which the Party Wall is a part, and an easement to accommodate the foundation and/or roof or eaves encroachment as depicted in the original design, plans and specifications which were the basis for the

original construction of the Dwelling or Dwellings on said Lot or Lots. The Owner of a Lot having a structural Party Wall situated on the boundary line between his or her Lot and the adjoining Lot shall not attach anything to the outside of the Party Wall which shall protrude across the boundary line into the adjoining Lot, and the Owner of the adjoining Lot upon which such Party Wall is situated shall not attach anything to the outside of the Party Wall without the consent and permission of the Owner of the adjoining Lot upon which the Dwelling of which the Party Wall is a part is situated.

8.6 **Rights of Contribution Are Appurtenant.** 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.

8.7 **Dispute Resolution.** In the event of any dispute between Owners concerning a Party Wall, or sharing the cost of repair or replacement of any Party Wall, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Association's Board of Directors who shall be empowered to decide the dispute. The Board's decision on the matter shall be conclusive and binding on the parties.

ARTICLE 9 - ARCHITECTURAL CONTROL

9.1 **General.** [Civ. Code § 4760] Any change or Improvement to the exterior of a Dwelling or a Lot shall be governed by this Article. Changes or Improvements to the Common Area by the Association do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by, the Architectural Committee. Sub-Associations are exempt from this Article.

9.2 **Architectural Committee.** The Architectural Committee shall consist of at least three and no more than five members, formed as follows:

- 9.2.1 The Board shall have the right to appoint all of the members of the committee.
- 9.2.2 Members appointed to the committee by the Board need not be Members of the Association. At least one committee member must be a Board member.
- 9.2.3 Members shall be appointed for terms as prescribed by the Board. All members of the committee may be removed by the Board at any time with or without cause.
- 9.2.4 The committee shall meet as often as it deems necessary to properly carry out the obligations imposed upon it, unless otherwise directed by the Board.
- 9.2.5 The vote or written consent of the majority of the committee shall be required for any approval.

9.3 **General Modifications Requiring Prior Approval.** Nothing may be erected, placed or planted on the exterior of any Dwelling or Lot, or on the Common Area by any Owner, nor may any excavation or demolition commence without the prior written approval of the Architectural Committee in accordance with this Article and the Architectural Guidelines. Additionally, prior written Architectural Committee approval shall be required for any alteration, modification, painting or other change, addition or deletion to any existing Improvement or landscaping.

9.4 **Architectural Guidelines.** [Civ. Code § 4360]

- 9.4.1 The Board may, in its sole discretion, adopt, amend and repeal, as it deems necessary, Architectural Guidelines.
- 9.4.2 The Architectural Guidelines shall interpret and implement the provisions of this Article by setting forth the standards for review by the Board and Architectural Committee and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community; provided, however, that said Architectural Guidelines shall not be in violation of the standards required by this Restated Declaration.
- 9.4.3 The Architectural Guidelines may also address the information which is required to be presented in connection with an architectural submittal.
- 9.4.4 Unless any such Architectural Guidelines are complied with, an Owner's plans and specifications shall be deemed incomplete and not submitted.

9.5 **Specific Modifications.** The following provisions govern the specific changes and modifications outlined below and requirements for prior written approval of the Architectural Committee:

- 9.5.1 Modifications or alterations of the exterior of any Dwelling or other portion of the Lot or Common Area to facilitate handicapped access as provided by Applicable Law must have the prior written approval consent. Any approval of such handicapped access modification to the Common Area may be conditioned on such modification's removal by the Owner at his or her sole expense once the handicapped access is no longer necessary for the Lot.
- 9.5.2 Installation of any landscaping, either "hard-scape" or "soft-scape," must have prior written approval. Replacement of such landscaping will require approval only if it differs from the landscaping being replaced (e.g., replacing stone walkway with concrete, or annual flowers with shrubs).

- 9.5.3 Any pools, spas and similar Improvements must be installed to drain to the gutters in the street and may not drain toward other Separate Interests or the golf course.
- 9.5.4 Any changes to the grade or drainage on a Lot require certification by a licensed professional at the Owner's expense.
- 9.5.5 No Owner may enclose any patio, balcony, or deck without the prior written approval.
- 9.5.6 Maintenance of the landscaping, Lot and Dwelling (e.g., pruning trees, trimming shrubs, replacing annual flowers, etc.) shall not be considered a modification for purposes of this Article.
- 9.5.7 Interior shutters, blinds, curtains, drapes or other appurtenances in or on any window or door do not need prior approval but must be in conformance with any Rules established by the Board. Owners shall be responsible for correcting any nonconforming appurtenances.
- 9.5.8 Except as provided by the Governing Documents, Owners shall not have the right to paint, decorate, remodel or alter the Common Area without the prior written approval of the Board.

9.6 ***Procedure for Obtaining Approval of Architectural Changes.*** The procedure for obtaining approval of any architectural change shall be as follows:

- 9.6.1 Complete plans and specifications showing the nature, kind, shape, color, size, height, materials to be used and location of any proposed Improvements, alterations or landscaping, as well as the proposed contractor and any other information as required by the Architectural Guidelines, shall be prepared by the requesting Owner and submitted to the Architectural Committee along with any fee or deposit established in the Architectural Guidelines. The Architectural Guidelines may establish a construction deposit and require that it be paid with the plans and specifications.
- 9.6.2 The Architectural Committee shall review the submission and within thirty days of its receipt and provide a written response to the requesting Owner, including an explanation of the reasons for any disapproval.
- 9.6.3 In the event the Architectural Committee disapproves the submission, the Owner may appeal to the Board following the procedures set forth in the Architectural Guidelines.

9.6.4 In the event the Architectural Committee fails to provide a written response to the requesting Owner within thirty days after receipt of the request from the Owner, the Owner may notify the Board in writing that a response has not been received. If the Board fails to respond within thirty days of the receipt of the notice, approval will not be required and the related covenants shall be deemed to have been fully satisfied, so long as the proposed Improvement does not violate any requirements of the Governing Documents or Applicable Law.

9.6.5 Once an Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time.

9.7 **Standard of Architectural Review.** An architectural submittal made by an Owner shall be reviewed for conformity with the Architectural Guidelines. Additional factors to be considered include, but are not limited to, the quality of proposed workmanship, the design and harmony of the Improvement with existing structures, the location of the Improvement in relation to surrounding structures, topography, and finish grade elevation, Owner and contractor insurance coverage, compliance with governmental permit requirements and contractor license status.

9.8 **Fee for Review.** The Board shall have the right to establish a fee for the review and approval of plans and specifications which must be submitted to the Association pursuant to the provisions of this Article, which shall be reasonably related to the duties performed. Owners shall be responsible for the Association's costs incurred for review of their plans.

9.9 **Compensation.** The members of the Board and Architectural Committee shall receive no compensation for services rendered, other than reimbursement by the Association for pre-approved expenses incurred by them in the performance of their duties hereunder. However, the Board may hire an architect or other professional to consult with the committee and Board, and the Association may compensate the architect or professional for services rendered to the Association. The Association's costs for any professional services needed to review an Owner's submittal must be paid in advance and may be imposed as a Reimbursement Assessment.

9.10 **Liability.** Neither the Board, the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (1) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (3) the development of any property within the neighborhood; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him or her.

9.11 **Enforcement.** In addition to other enforcement remedies set forth in this Restated Declaration, the Board shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section.

- 9.11.1 No work shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.
- 9.11.2 The Board may order work to stop to the extent that it has not been approved by the Association, or if it does not conform to the plans and specifications submitted to the Association.
- 9.11.3 The Board or Architectural Committee may periodically enter any Separate Interest to ensure that construction is proceeding according to any approved plans.
- 9.11.4 If the Owner fails to remedy any noticed noncompliance within the time specified by the Board, the Board shall provide Notice and Hearing regarding the alleged noncompliance.
- 9.11.5 At the hearing, the Owner, any representative(s) of the Architectural Committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance.
- 9.11.6 If a noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant.
- 9.11.7 If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board at its option, may pursue all legal and equitable remedies available to remedy or remove the non-complying Improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, the Board may recover such expenses through the levy of a Reimbursement Assessment against such Owner.
- 9.11.8 The approval by the Association of any plans, drawings or specifications for any work or Improvement done or proposed, or for any other matter requiring approval under this Restated Declaration, or any waiver thereof, shall not be deemed to

constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for Improvements, the size of the structure, proximity to other Dwellings or the Common Area and other factors may be taken into consideration by the Board and Architectural Committee in reviewing a particular submittal.

- 9.11.9 Notwithstanding any other provisions herein, the Board of Directors shall have the authority to obtain a restraining order or injunction at any time after discovery that work is proceeding without approval of the Association or in a manner that is different than that approved by the Association, if the Board deems such action necessary to protect the Association's interests.

9.12 ***Noncompliance with Applicable Laws.*** Neither the Association, the Board, nor the Architectural Committee shall be responsible for any noncompliance with any Applicable Law of any Improvement erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications approved by the Architectural Committee or Board or any defect in any conditions or requirements they may have imposed with respect thereto.

9.13 ***Governmental Approval.*** Prior to commencing any alteration or Improvements approved by the Board, the Owner shall comply with all Applicable Laws. The Association shall not be obligated to enforce the provisions of this Section. Approval by the Association shall not be considered to satisfy any Applicable Law, nor shall the approval of any governmental entity be considered to satisfy the requirement of Association approval. An Owner's failure to comply with any Applicable Law may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Association, which penalties shall be the responsibility of such Owner. Each Owner, by accepting a deed to his or her Lot, agrees to reimburse the Association for any loss resulting from the violation of any Applicable Laws.

9.14 ***Conflicts Between Applicable Law and Association.*** In the event of any conflict between any Applicable Law and the Association's Governing Documents or other requirements, the more restrictive of such conditions shall be controlling. Further, nothing herein shall limit the Association from imposing conditions of approval of any proposed Improvements which are more restrictive than any Applicable Law.

9.15 ***Exemption of Declarant and Participating Builders.*** As provided elsewhere in the Governing Documents, Declarant is not subject to the Governing Documents pertaining to architectural control. Any Improvements constructed by Declarant shall automatically be in compliance with the Governing Documents, and shall not be subject to further architectural control until and unless there has been a change or alteration made by a successor in title to Declarant as to any Separate

Interest in the material, texture, color or appearance of any such Improvement upon such Separate Interest. Normal maintenance, repair, replacement, restoration or reconstruction by any successor in title to Declarant in the event of destruction, in substantial conformance with the Improvements constructed by Declarant shall not be deemed to be an Improvement that requires approval pursuant to the provisions of this Article.

ARTICLE 10 - INSURANCE

10.1 *Fire and Casualty Insurance.*

- 10.1.1 At a minimum, the Association shall obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement cost of the Improvements in the Common Area and for which the Association is responsible pursuant to the Governing Documents.
- 10.1.2 The Association may obtain, but is not required to obtain, insurance that will insure components that this Section does not require.
- 10.1.3 The Association shall have no obligation to insure the Separate Interest, Dwelling or any Improvements or fixtures such as cabinets, built-in appliances or floor or wall coverings, fences, walls or landscaping within the Separate Interest.
- 10.1.4 A Supplementary Declaration or Exhibit "C" may impose different insurance requirements than this Declaration. In that case, the Supplementary Declaration or Exhibit "C" shall prevail in any inconsistency. If a Supplementary Declaration and Exhibit "C" impose different insurance requirements, then Exhibit "C" shall prevail.
- 10.1.5 The amount of any deductible shall be determined by the Board.
- 10.1.6 This insurance shall be maintained for the benefit of the Association, the Owners, and their Lenders, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Restated Declaration.
- 10.1.7 If required by any First Lender who notifies the Association of its requirement, and if economically feasible and available, such policies shall contain an inflation guard endorsement and a construction code endorsement.

10.2 **General Liability Insurance.** [Civ. Code § 5805]

10.2.1 The Association shall obtain and maintain a policy or policies insuring the Association, its Officers, Directors, agents and employees, and the Owners against any liability for bodily injury, death, and property damage arising from the activities of the Association and its Members, with respect to the Common Area and any Lots owned by the Association.

10.2.2 Limits of liability under the insurance shall not be less than Three Million Dollars covering claims for wrongful death, bodily injury, and property damage arising out of a single occurrence. If the minimum amount necessary to comply with Civil Code section 5805 or any successor statute is a larger amount, the statute shall control.

10.3 **Directors and Officers Liability Insurance.** [Civ. Code § 5800]

10.3.1 The Association shall obtain and maintain one or more policies of insurance which include coverage for individual liability of Officers, Directors and committee members of the Association for negligent acts or omissions of those persons acting in their capacity as Officers, Directors and committee members or at the direction of Officers and Directors.

10.3.2 Limits of liability under this insurance shall be determined by the Board at its sole discretion. If the minimum amount necessary to comply with Civil Code section 5800 or any successor statute is a larger amount, the statute shall control.

10.4 **Fidelity Coverage.**

10.4.1 The Association shall purchase and maintain fidelity coverage for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services.

10.4.2 If an agent handles Association funds, such agent shall be covered by the Association's coverage, unless such agent provides similar coverage.

10.4.3 The Association's coverage may be in the form of a separate bond, a separate policy (e.g., crime policy), or may be added by endorsement to the general policies carried by the Association.

10.4.4 The Board shall have the discretion to determine the amount of coverage.

10.4.5 The fidelity coverage must contain a provision that it may not be cancelled or substantially modified without at least ten days' prior written notice to the Association.

10.5 **Other Association Insurance.** The Association shall purchase and maintain worker's compensation insurance to the extent necessary to comply with any Applicable Laws. The Association may purchase such other insurance that the Board considers necessary or advisable, including earthquake insurance coverage for the Common Area.

10.6 **Separation of Insureds.** Any liability policy obtained by the Association shall provide for a separation of insureds such that the insurance will apply as if each insured were the only insured.

10.7 **Waiver of Subrogation.** The Association and the Owners covenant and agree that all casualty insurance carried by the Association or the Owners shall contain provisions whereby the insurer waives rights of subrogation as to the Association, Directors, Officers and Owners and their respective family members, if commercially available.

10.8 **Review of Insurance; Notice of Cancellation or Modification.** The limits and coverage of insurance carried by the Association shall be reviewed at least annually by the Board and increased or decreased in its discretion. Such policies shall include a provision for at least ten days' prior written notice to the Association, and, if available, to each First Lender which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation or substantial modification by any party.

10.9 **Qualifications of Insurance Carriers.** The Association shall use generally acceptable insurance carriers from which to purchase and maintain the coverage required herein, preferably from carriers that are admitted to sell insurance in the State of California to the extent such insurance is available at a reasonable premium cost.

10.10 **Failure to Acquire Insurance.**

10.10.1 The Association, and its Directors and Officers, shall have no liability to any Owner or Lender if, after a good faith effort, it is unable to obtain any insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or Association Members fail to approve any Assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Member and any Lender entitled to notice that the specific insurance will not be obtained or renewed.

10.10.2 The Association, and its Directors and Officers, shall also have no liability to any Owner or Lender if it does not obtain any of the insurance referenced hereunder which is not required but may be obtained at the discretion of the Association. The Board may, in good faith in its sole discretion, determine that obtaining any of the discretionary insurance is unreasonable or unnecessary under the circumstances. In making a determination as to whether to acquire any such discretionary insurance, the Board may, but is not required to, base its decision upon, among other things, a vote of the Owners.

10.11 **Trustee for Policies.** Association, acting through its Board, is appointed and shall be deemed trustee of the interests of all named insureds under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.

10.12 **Insurance Premiums.** Insurance premiums for any insurance coverage obtained by the Association shall be a Common Expense.

10.13 **Insurance Policy Deductibles.** [Civ. Code § 5300] The Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a covered claim under the Association's property policy, the responsibility for payment of any deductible shall be as follows:

10.13.1 Owners shall be responsible for the deductible, if the covered loss occurs only to the Owners' real or personal property, or other property the Owner is responsible for repairing or replacing ("Owner Property").

10.13.2 The Association shall be responsible for the deductible if the covered loss occurs only to any real or personal property owned by Association, or other property the Association is responsible for repairing or replacing ("Association Property"). If the covered loss occurs to any real or personal property within a Special Benefits Area ("SBA Property"), then the deductible shall be paid by the SBA.

10.13.3 If the covered loss occurs to any Owner Property and any Association Property or SBA Property, or to more than one Owner's Property, the responsibility for the payment of any deductible shall be apportioned among the affected parties on

the basis of the ratio of each party's insured loss to the total insured loss under that policy.

- 10.13.4 The foregoing notwithstanding, if the Board determines the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner or is the Owner's responsibility pursuant to Section 7.7 herein, such Owner shall be liable for the full amount of the deductible.
- 10.13.5 If an Owner fails to pay any deductible assigned to the Owner by this Section, the Board may impose the deductible as a Reimbursement Assessment.

10.14 **Owner Notification of Insurance.** [Civ. Code §§ 5300 & 5810] The Association shall disclose such information regarding insurance coverage as and when required by any Applicable Law. Failure to disclose such information shall not impose any liability upon the Association or Board other than that provided for in such Applicable Law.

10.15 **Individual Property Insurance.** All Owners shall obtain and maintain insurance, at their sole expense, to protect against any damage to, or loss of the Owner's real or personal property, unless otherwise provided in Exhibit "C" attached hereto or a Supplementary Declaration. Owner and his or her tenants, guests, invitees, agents and employees shall hold the Association, its Officers, Directors, agents and employees harmless for any claim for property damage or personal injury alleged to arise from the failure of the Association, its Officers, Directors, agents or employees to verify and ensure that every Owner has complied with this requirement to obtain and maintain insurance.

10.16 **Individual Liability Insurance.** An Owner may carry whatever personal liability and property damage liability insurance with respect to his or her ownership of a Separate Interest that he or she desires.

10.17 **Sub-Associations.** The Association shall have no obligation to provide insurance for a Sub-Association. Any policies, coverages or endorsements covering Sub-Associations shall be obtained by the Sub-Association.

ARTICLE 11 - DAMAGE OR DESTRUCTION

11.1 **Duty to Restore Dwellings and Separate Interests.** [Civ. Code § 4775] Unless Exhibit "C" or a Supplementary Declaration provides otherwise, if all or any portion of any Dwelling or Separate Interest is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Dwelling or Separate Interest to rebuild, repair or reconstruct the Dwelling and Separate Interest in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty or as otherwise approved by the Board. The Owner of any damaged Dwelling or Separate Interest and the Board shall be obligated to proceed with all due diligence hereunder, and such Owner shall mitigate any danger presented by such damage or

destruction and thereafter cause reconstruction to commence within three months after the damage occurs and be completed within one year after damage occurs, unless prevented by causes beyond his or her reasonable control.

11.2 ***Duty to Restore Common Area.*** If all or any portion of the Common Area is damaged or destroyed, it must be repaired or replaced promptly by the Association unless:

- 11.2.1 The Community is terminated.
- 11.2.2 Repair or replacement would be illegal under an Applicable Law.
- 11.2.3 The damaged or destroyed portion of the Community is deannexed.

11.3 ***Special Benefit Areas.*** If the damage or destruction occurs to Improvements within a Special Benefits Area, including Condominium Common Area, then any Special Benefit Assessment, Owner approval requirements, and disbursements described in this Article shall apply only to the Owners within the Special Benefit Area.

11.4 ***Cost of Repair.*** Any cost of repair or replacement of the Common Area in excess of insurance proceeds and reserves shall be a Common Expense, levied against Separate Interests as a Special Assessment. If Owner approval is required by the Governing Documents or Applicable Law for the Special Assessment and the Owners do not approve the Special Assessment, the Association shall not be obligated to repair or replace the Common Area to its original condition and may instead make whatever repairs are possible with the funds available.

11.5 ***Repair Plans.*** Subject to Section 11.4 above, the Common Area must be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which have been approved in writing by the Board and a majority of Owners. Updates to conform to currently applicable building codes and current industry standards shall be deemed to be repairs and restoration in accordance with the original plans.

11.6 ***Insurance Proceeds.*** An insurance trustee appointed by the Board or insurance company, or if there is no trustee, then the Board, acting as provided in Section 10.11, shall hold any insurance proceeds from Association insurance policies in trust for the Association, Owners and Lenders. Subject to the provisions of this Restated Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property. The Association shall receive any excess proceeds left after restoration or repair of the damaged property. The Owners and Lenders are not entitled to receive payment of any portion of the excess proceeds unless the Community is terminated.

11.7 **Disbursements to Owners and Lenders for Damages to Separate Interests.** In the event of damage to or destruction of the Improvements on more than one Separate Interest, any insurance proceeds from an Association insurance policy shall be distributed to Owners and Lenders proportionately according to the ratio of the insured loss on each Separate Interest to the total insured loss to all Separate Interests at the time of the destruction as determined by the insurance carrier adjusting the loss. Any insurance proceeds shall be used for repair and restoration of the damaged Separate Interests and Dwellings.

11.8 **Disbursements to Owners and Lenders if Community is Terminated.** If the Community is terminated, any insurance proceeds distributed to Owners and Lenders shall be distributed in proportion to the amount of the insured loss on each Owner's Separate Interest as determined by an independent insurance adjuster. That determination shall be performed by an independent insurance adjuster who shall be selected by the Board and who shall either be a member of, and apply the standards of, a nationally recognized insurance adjusting organization or shall have at least fifteen years of experience in adjusting residential insurance claims.

11.9 **Certificates By Board.** The trustee, if any, may rely on the following certifications in writing made by the Board:

- 11.9.1 Whether or not damaged or destroyed property is to be repaired or restored; and
- 11.9.2 The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

11.10 **Certificates by Attorneys or Title Insurance Companies.** If payments are to be made to Owners or Lenders, then the Board and the trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the Official Records of the County Recorder, stating the names of the Owners and the Lenders.

ARTICLE 12 - EMINENT DOMAIN

12.1 **Association as Trustee for Owners.** If all or part of the Common Area is threatened to be, or shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Separate Interests, shall be payable to the Association as trustee for all Owners and Lenders according to the loss or damages to their respective interests in the Common Area. Association, acting through the Board, shall have the right to act on behalf of the Owners with respect to the negotiation, settlement and litigation of the issues with respect to the taking and compensation affecting the Common Area. Each Owner hereby designates and appoints the Association as his or her attorney in fact for such purposes.

12.2 **Condemnation of a Separate Interest.** If all or any part of a Separate Interest is taken by eminent domain, the award shall be disbursed to the Owner of the Separate Interest subject to the rights of the Owner's Lenders. If the taking renders the Separate Interest uninhabitable, the Owner shall be divested of any further interest in the Community, including membership in the Association, and the interest of the remaining Owners shall be adjusted accordingly.

ARTICLE 13 - RIGHTS OF LENDERS

13.1 **General.** No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any First Lender on any Separate Interest made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

13.2 **No Right of First Refusal.** This Restated Declaration neither contains nor shall be amended to contain any provision creating a "right of first refusal" to the Association before a Separate Interest can be sold. Should any such rights nevertheless be created in the future, such rights shall not impair the rights of any First Lender to: (1) foreclose or take title to a Separate Interest pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a Borrower, or (3) sell or lease a Separate Interest acquired by the Lender.

13.3 **Unpaid Dues or Charges.** Where the Lender of a First Mortgage of record or other purchaser of a Separate Interest obtains title to the same pursuant to the remedies in the Mortgage or as a result of foreclosure, such acquirer of title, his or her successors and assigns, shall not be liable for the share of the Common Expenses or Assessments made by the Association chargeable to such Separate Interest which became due prior to the acquisition of title to such Separate Interest by such acquirer. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Separate Interests, including such acquirer, his or her successors and assigns.

13.4 **Action Requiring Lender Approval.** Except as provided by statute in case of condemnation or substantial loss to the Separate Interests and Common Area, approval by at least fifty-one percent of the Eligible Lenders (based upon one vote for each Mortgage owned), is needed to:

- 13.4.1 Abandon or terminate the Community (except for abandonment or termination provided by Applicable Law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain).
- 13.4.2 Change the pro rata interest or obligations of any individual Separate Interest for the purpose of (1) levying Assessments or

charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Separate Interest in the Common Area, provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner.

- 13.4.3 Partition or subdivide any Separate Interest.
- 13.4.4 Abandon, partition, subdivide, encumber, sell or transfer the Common Area, or any property owned, directly or indirectly, by Association. (The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association is not a transfer in the meaning of this clause.)
- 13.4.5 Use hazard insurance proceeds for losses to any of the Community (whether to Separate Interests or to Common Area) for other than the repair, replacement or reconstruction of such property.

13.5 Payment of Taxes and Insurance. First Lenders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area property. First Lenders making such payments shall be owed immediate reimbursement from the Association.

13.6 Priority of Distribution of Proceeds or Awards. Any other provision herein contained to the contrary notwithstanding, no provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the First Lender pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.7 Notification of Lender. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Separate Interest number or address, any Eligible Lender will be entitled to timely written notice of:

- 13.7.1 Any condemnation loss or any casualty loss which affects a material portion of the Community or the Separate Interest insured or guaranteed by such Eligible Lender;
- 13.7.2 Any default in the performance by an Owner of any obligation under the Governing Documents not cured within sixty days;
- 13.7.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

13.7.4 Any proposed action which would require the consent of a specified percentage of Eligible Lenders as required by the Governing Documents.

13.8 **Termination of Professional Management.** Provided professional management has previously been required by any Eligible Lender, any decision to establish self-management by the Association shall require the consent of at least sixty-seven percent of the Voting Power of the Association and at least fifty-one percent of Eligible Lenders; provided that so long as any Mortgage which is a lien on a Separate Interest is insured or guaranteed by the Federal Housing Administration, any termination and failure to replace professional management shall require the prior written approval of the Federal Housing Administration.

13.9 **Inspection of Documents, Books and Records.** The Association shall make available to Eligible Lenders, current copies of the Governing Documents and the accounting books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

13.10 **Non-Curable Breach.** Any Lender who acquires title to a Separate Interest by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure any breach of this Restated Declaration that is non-curable or of a type that is not practical or feasible to cure.

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

13.12 **Lenders Furnishing Information.** Any Lender shall be entitled and authorized to furnish information to the Board concerning the status of any Mortgage.

13.13 **Financial Statement.** Any First Lender shall be entitled, on written request therefor, to have the Association provide a review of the financial statement for the immediately preceding fiscal year, which statement shall be furnished within a reasonable time following such request.

13.14 **Termination without Substantial Destruction.** Except as provided by statute or by other provision of the Governing Documents in case of substantial destruction or condemnation of the Community, the consent of at least sixty-seven percent of the Voting Power and the approval of fifty-one percent of Eligible Lenders shall be required to terminate the Community; provided that if termination is for reasons other than substantial destruction or condemnation, the agreement of sixty-seven percent of Eligible Lenders is required.

ARTICLE 14 - ENFORCEMENT

14.1 **Right to Enforce; Remedies.** [Civ. Code §§ 5850 et seq., 5900 et seq., 5925 et seq.; Corp. Code § 7231] The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Documents. Each remedy provided in this Article, this Restated Declaration and under Applicable Law shall be considered cumulative and not exclusive.

14.2 **Board Discretion Whether to Enforce.** [Corp. Code § 7231] In deciding whether to take any action to enforce the restrictions, conditions, covenants, reservations, liens and changes in the Governing Documents, the Board may exercise its discretion using the business judgment rule of Corporations Code section 7231.

14.3 **Nuisance.** [Civ. Code § 3479] The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in the Governing Documents is violated in whole or in part, is declared to be and constitute a nuisance, and every remedy allowed by Applicable Law or equity against a nuisance, either public or private, shall be applicable against every act or omission or incident resulting in a nuisance and may be exercised by any Owner and the Association.

14.4 **Failure to Enforce.** Failure by the Association or any Owner to enforce any provisions of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

14.5 **Nonwaiver of Remedies.** Each remedy provided for in this Restated Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

14.6 **Violation of Applicable Law.** Any violation of any Applicable Law pertaining to the ownership, occupancy or use of any Separate Interest within the Community is declared to be a violation of this Restated Declaration and subject to any or all of the enforcement procedures herein set forth.

14.7 **Compliance with Applicable Law.** [Civ. Code §§ 5850 et seq., 5900 et seq., 5925 et seq. & 5975; Corp. Code § 7231] All activities to enforce the provisions of the Governing Documents shall be conducted in accordance with all Applicable Laws. This Section shall apply to both the Association and to all Owners.

14.8 **Attorneys' Fees.** [Civ. Code § 5975] In the event an attorney is engaged by the Board to enforce the Governing Documents, the Association shall be entitled to recover from the adverse party to the controversy its attorneys' fees and costs so incurred, whether or not such controversy proceeds to litigation. In the event litigation is commenced to enforce the Governing Documents, the prevailing party shall be entitled to its attorneys' fees and costs. Said costs and attorneys' fees shall constitute a lien on the Separate Interest which is enforceable as an Assessment pursuant to the Governing

Documents. This Section shall also apply to attorneys' fees incurred to collect any post-judgment costs.

ARTICLE 15 - AMENDMENTS

15.1 ***Owner Approval of Amendments.*** [Civ. Code §§ 4260, 4270, 4275 & 5100 et seq.] Subject to this Article, this Restated Declaration may be amended by the following procedure or as otherwise specified in Section 15.5 herein.

15.1.1 The approval of a majority of the Voting Power of the membership casting ballots, except as otherwise provided in Section 15.2 hereinbelow, as follows:

- (a) For as long as the Class B membership continues to exist, the approval of a majority of the Class B Voting Power casting ballots as well as the approval of a majority of the Class A Voting Power casting ballots; or
- (b) After the Class B membership has been converted to Class A Membership, the approval of a majority of the total Voting Power of the Association casting ballots as well as the approval of a majority of the total Voting Power of Members other than Declarant casting ballots.

15.1.2 An amendment becomes effective after:

- (a) The approval of the required percentage of Owners has been given,
- (b) That fact has been certified in the form of a written document executed and acknowledged by an Officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association and
- (c) The document has been recorded in Riverside County.

15.1.3 An amendment may change this Restated Declaration in any manner, including adding or deleting restrictions or increasing or decreasing the burdens on the Separate Interests as long as the amendment is approved as specified in this Article or pursuant to the Civil Code.

15.2 ***Amendments to Exhibit "C" and any Supplementary Declarations.***

15.2.1 Subject to Section 15.2.2 below, any amendments to or modifications of a portion of Exhibit "C" or a Supplementary Declaration only affecting provisions expressly for the benefit of

a Special Benefits Area, the Owners of Separate Interests therein, or the Special Benefits Services to be provided may be approved solely by the votes of the Members within the Special Benefits Area as follows:

- (a) For as long as the Class B membership continues to exist, the approval of a majority of the Class B Voting Power within the Special Benefits Area casting ballots as well as the approval of a majority of the Class A Voting Power within the Special Benefits Area casting ballots; or
- (b) After the Class B membership has been converted to Class A Membership, the approval of a majority of the Voting Power within the Special Benefits Area casting ballots as well as the approval of a majority of the Voting Power of Members within the Special Benefits Area other than Declarant casting ballots.

15.2.2 Any proposals to amend or modify a Supplementary Declaration to alter the Association's maintenance duties within a Special Benefits Area must be approved by the Board of Directors of the Association prior to submitting the proposal for a vote of the members of the Special Benefits Area.

15.3 **Eligible Lender Approval of Amendments.** In addition to the approval required by Section 15.1 above, the approval of fifty-one percent of Eligible Lenders shall be required to add or amend (1) any provision which is for the express benefit of holders or insurers of First Mortgages, or (2) any material provisions of this Restated Declaration which establish, provide for, govern or regulate:

- 15.3.1 Voting rights;
- 15.3.2 Increases in Assessments greater than twenty-five percent, Assessment liens or the priority of such liens;
- 15.3.3 Reductions in reserves for maintenance, repair and replacement of the Common Area;
- 15.3.4 Insurance or fidelity bonds;
- 15.3.5 Rights to use the Common Area;
- 15.3.6 Responsibility for maintenance and repair;
- 15.3.7 Expansion or contraction of the Community, or the addition to, annexation to, or withdrawal of property from the Community;

- 15.3.8 Restoration or repair of the Community after damage or partial condemnation, in a manner other than that specified in the Governing Documents;
- 15.3.9 Convertibility of Separate Interests into Common Area, or Common Area into Separate Interests;
- 15.3.10 Restrictions on leasing of Separate Interests;
- 15.3.11 Imposition of any restriction on the right of an Owner to sell, transfer or otherwise convey his or her Separate Interest; or
- 15.3.12 Any provisions that expressly benefit mortgage holders, insurers or guarantors.

15.4 **Eligible Lender Approval Response.** An Eligible Lender who receives a written request to approve additions or amendments by certified or registered mail, return receipt requested, addressed to the address provided by such Eligible Lender, who does not deliver or post to the requesting party a negative response within sixty days after the notice of the proposed addition or amendment, shall be deemed to have approved such request. No Lender may charge a fee in connection with reviewing a request for a response. Any response from a Lender which only requests a fee for review shall not be deemed a "negative response" for the purposes of determining Lender consent within the meaning of this Section.

15.5 **Amendment by Board.**

- 15.5.1 The Board of Directors shall have the power to amend this Restated Declaration, any Supplementary Declaration or the Bylaws, as the case may be, but only as this Section permits. By a majority vote of the full Board, the Board shall have the power to prepare and adopt or, in the case of the Restated Declaration or Supplementary Declaration, to record an amendment for the following purposes:
 - (a) To correct any printing or grammatical error or omission in this Restated Declaration or the Bylaws.
 - (b) To make any change in the Restated Declaration or Bylaws required by a change in any Applicable Law, including court decisions, which obligate Association, the Board or the Owners to conform their conduct to the terms of the Applicable Law.
 - (c) To make any change in the Restated Declaration, including but not limited to the insurance requirements, or Bylaws needed to comply with any requirements of an Institutional Lender.

- 15.5.2 If the Board approves an amendment using the procedure in this Section, the amendment shall not be recorded or filed until the following procedure is implemented. The Board shall first send notice of such action to the Owners, which notice shall include the text of the proposed amendment and an opinion from legal counsel that the proposed change in the Governing Documents falls within one of the purposes listed above.
- 15.5.3 An amendment shall be considered ratified, unless within thirty days after the date such notice is sent to the Owners, the Owners entitled to cast twenty percent of the votes in the Association sign a written petition to reconsider the Board's action and file it with the Board. If such a petition is filed, the Board shall call a special meeting of the Members to reconsider the Board's action. At the meeting, unless a majority of the Voting Power of the Association rejects the proposed amendment, the amendment shall be considered ratified, whether or not a quorum is present at the special meeting.
- 15.5.4 This Section shall not restrict the powers of the Owners to amend this Restated Declaration, any Supplementary Declaration or the Bylaws by any other method, but is intended to authorize a simple process for amendment where the property rights of Owners are not materially or adversely affected.

15.6 ***Statute of Limitations to Challenge Amendments.*** No action to challenge the terms or validity of any amendment to this Restated Declaration, a Supplementary Declaration or to the Bylaws may be made more than one year after the recording date in the case of an amendment to the Restated Declaration, or more than one year after the official tally of the vote in the case of an amendment to the Bylaws.

ARTICLE 16 - RIGHTS OF DECLARANT, PARTICIPATING BUILDERS AND DEVELOPERS

16.1 ***Easements for Construction and Marketing Activities.*** There is hereby reserved to Declarant, as to any portion of the Community encumbered with such easement that is conveyed by Declarant, together with the right to grant and transfer same, or there is hereby reserved to a Participating Builder, as to any portion of the Community encumbered by such easement that is conveyed by such Participating Builder, together with the right to grant and transfer same:

- 16.1.1 **Improvements.** Easements (i) over the Common Area for the purpose of installing, constructing, erecting, operating and maintaining thereon, therein or thereunder roads, streets, walks, driveways, parkways and park areas, and (ii) over the Community for the purpose of installing, constructing, erecting,

operating, maintaining, repairing, replacing, restoring and reconstructing electric, telephone, cable television, telecommunication services, water, gas, irrigation, sanitary sewer, drainage, and similar service facilities;

- 16.1.2 Telecommunication Services. The right to emplace on, under or across the Community transmission lines and other facilities for Telecommunication Services and the right to enter upon the Community to service, maintain, repair, reconstruct and replace said lines or facilities;
- 16.1.3 Construction and Sales. Easements for construction, display, maintenance, sales and exhibit purposes over the Common Area other than Exclusive Use Common Area in connection with the erection and sale or lease of Separate Interests within the Community provided, however, that the easement for such use shall not be for a period beyond the sale by Declarant and Participating Builders of all Separate Interests within the Community;
- 16.1.4 Easements Shown on Subdivision Map. Easements over the Community as shown and described on any Subdivision Map, which may include, but not be limited to, the following:
- (a) Public Trails. An easement for ingress and egress over any bicycle, pedestrian, equestrian or other trails. The reservation of this easement shall not imply any right of public use of the Community or Improvements.
 - (b) Utilities. Easements for the installation and maintenance of Telecommunication Services, electric, water, gas; sanitary sewer lines and drainage facilities; and
 - (c) Other Purposes. Easements for any other purposes as designated on the Subdivision Map, which may include, but not be limited to, easements for ingress, egress and drainage and the installation and construction, maintenance, repair, replacement, restoration and reconstruction of Improvements.
- 16.1.5 Completing Improvements. Easements over the Association Property and Association Maintenance Areas for the purpose of completing Improvements required to be made by Declarant and Participating Builders provided that access for such purpose is not otherwise reasonably available;

16.1.6 Repairs. Easements over and upon the Association Property and Association Maintenance Areas for the purpose of making repairs; and

16.1.7 Redesign Improvements.

- (a) Easement and right to redesign any portion of the Improvements which have been constructed, or are proposed to be constructed, to effect changes to Common Area and/or to adjust the location and/or the configuration of any Common Area Improvements, including without limitation, the location of any Exclusive Use Common Area.
- (b) In no event shall Declarant and Participating Builders redesign any portion of a Phase, or any Improvements thereon, in a manner that physically modifies, affects or changes any Separate Interests which, as of the date of such redesign, are the subject of a sale or are not owned by Declarant and Participating Builders unless the purchaser or Owner of such Separate Interest consents to such redesign in writing.

The easements reserved to Declarant and Participating Builders, or granted and conveyed by Declarant and Participating Builders pursuant to this Section shall not unreasonably interfere with the use and enjoyment by the Owners of the Community and any damage, repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Community for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

16.2 **Clustered Mailboxes.** There is hereby reserved to Declarant, together with the right to grant and transfer same, or there is hereby reserved to a Participating Builder, as to any portion of the Community encumbered by such easement that is conveyed by such Participating Builder, together with the right to grant and transfer same, easements over the Community to the extent necessary to comply with any requirements of the United States Postal Service and the appropriate public agency to cluster mailboxes for the delivery, deposit and pickup of United States Mail, for maintenance, repair and replacement of such mailboxes and for ingress and egress to and across that portion of the Community to the extent necessary for all such purposes. The easement rights and obligations of each Owner shall be limited to the mailbox that services such Owner and any appurtenances thereto and the portion of the Community on which such mailbox and appurtenances are located and to the extent necessary to access said mailbox for all of the foregoing purposes.

16.3 **Construction By Declarant.** Nothing in this Declaration shall limit the right of Declarant to alter any Separate Interests still owned by Declarant or the

Nonexclusive Use Common Area, or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Community. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Community such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Community caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchase from Declarant to establish on the Community additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Community. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Owners' rights to use and enjoy the Community.

16.4 **Special Rights.** Declarant shall not be subject to any provisions of the Association Governing Documents pertaining to architectural control and use restrictions. In addition, as long as Company, or any Declarant or Participating Builder continue to own Separate Interests within the Community or Company continues to have the right to annex the Annexation Property, or any portion thereof, without the approval of the Owners, the written approval of Company shall be required to (a) annex property other than the Annexation Property to the plan of this Declaration, (b) amend any provision of the Association Governing Documents, (c) levy an Assessment for the construction of additional Improvements within Nonexclusive Use Common Area or Association Common Area not contemplated for the Community by Declarant or a Special Assessment for any other act or undertaking of the Association, and (d) decrease the standard of maintenance or services being provided for the Common Area.

16.5 **Inapplicability to Government Property.** The provisions of this Declaration shall not be applicable to any portion of the Community owned by a public agency and held for a nonresidential public purpose, but shall apply to any Separate Interest owned by a public agency.

16.6 **Developers.** The rights of Developers shall be as set forth in any development agreement between Developer and the Association, as adopted and amended from time to time. Those agreements in effect at the time of the recordation of this Declaration are as follows:

- 16.6.1 The agreement between the Association and RREF II-CWC LAQ, LLC as evidenced by the Memorandum of Agreement recorded on September 30, 2015, as Document No. 2015-0432592 in the Office of the Riverside County Recorder.

- 16.6.2 The Annexation Agreement for Monterra recorded on October 3, 2014, as Document No. 2014-0378692 in the Office of the Riverside County Recorder.

ARTICLE 17 - OBLIGATIONS OF DECLARANT, PARTICIPATING BUILDERS, AND DEVELOPERS

17.1 ***Enforcement of Bonded Obligations.*** In the event that the Improvements to the Common Area have not been completed by Declarant or a Participating Builder prior to the issuance of a Final Subdivision Public Report covering such Phase and the Association is obligee under a bond or other arrangement (the "Bond") to secure performance of the commitment of Declarant and Participating Builders to complete such Improvements, the following provisions shall apply:

- 17.1.1 The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any Improvements for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for such Improvements in the planned construction statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area Improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of such extension.
- 17.1.2 In the event that the Board determines not to initiate action to enforce the obligations under the Bond; or in the event the Board fails to consider and vote on such question as provided above, Members representing not less than five percent (5%) of the total voting power of the Association may present a signed petition to the Board or to the president or secretary of the Association demanding a meeting for the purpose of voting to override such decision or such failure to act by the Board. Such meeting shall be called according to the provisions of the Bylaws dealing with meetings of the Members, but in any event such meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting.
- 17.1.3 The only Members entitled to vote at such meeting of Members shall be the Members other than Declarant and Participating Builders. A vote at such meeting of a majority of the voting power of such Members other than Declarant and Participating Builders to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the

Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

17.2 Subdivision Documents Provided by Declarant and Participating Builders. Declarant or Participating Builder has or shall deliver to the Board at the office of the Association, or at such other place as the Board shall prescribe, copies of any of the documents listed below commencing not later than ninety (90) days after the Close of Escrow of the first Separate Interest in the Community as to those documents that are readily obtainable as to the First Phase, and commencing not later than ninety (90) days after the annexation of each additional Phase, as to the documents that are readily obtainable after the annexation of each subsequent Phase:

- 17.2.1 Any recorded Subdivision Map;
- 17.2.2 Deeds and easements executed by Declarant or such Participating Builder conveying Common Area or other interests to the Association, to the extent applicable;
- 17.2.3 Recorded Association Governing Documents, which by definition, include the Articles of Incorporation, Bylaws, Declaration, Architectural Guidelines, Supplementary Declarations, Association Rules, and any amendments thereto;
- 17.2.4 Plans approved by the local Public Agency where the subdivision is located for the construction or improvements of facilities that the Association is obligated to maintain or repair, provided, however, that the plans need not be as-built plans and provided further that the plans may bear, appropriate restrictions on their commercial exploitation or use and may contain appropriate disclaimers regarding their accuracy;
- 17.2.5 Notice of completion certificates issued for Common Area Improvements;
- 17.2.6 Any bond or other security device in which the Association is the beneficiary;
- 17.2.7 Any written warranty being transferred to the Association for Common Area equipment, fixtures, or Improvements;
- 17.2.8 Any insurance policy procured for the benefit of the Association, its Board or the Common Area;
- 17.2.9 Any lease or contract to which the Association is a party;
- 17.2.10 Membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings

of the Members, of the Board and of committees of the Board;
and

- 17.2.11 Any instrument referred to in section 11018.6(d) of the California Business and Professions Code not described above which establishes or defines the common, mutual or reciprocal rights or responsibilities of Members.

The obligation to deliver the documents listed above shall apply to any documents obtained by Declarant and Participating Builders no matter when obtained, except that, notwithstanding the foregoing, such obligation shall terminate upon the earlier to occur of (i) the conveyance of the last Separate Interest covered by a Final Subdivision Public Report, or (ii) three years after the expiration of the most recent Final Subdivision Public Report issued for the Common Interest Development.

17.1 **Developers.** The obligations of Developers shall be as set forth in any development agreement between Developer and the Association, as adopted and amended from time to time.

ARTICLE 18 - GENERAL PROVISIONS

18.1 **Term.** The provisions of this Restated Declaration shall continue in effect for a term of fifty years from the date of recordation. Thereafter, it shall be automatically extended for successive periods of ten years, until the membership of Association decides to terminate it. This Section shall not preclude amending this Restated Declaration during the term of its existence.

18.2 **Severability.** The provisions of this Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision. If for any reason this Restated Declaration is declared completely invalid in its entirety, the Original Declaration shall be deemed to have survived and thereafter become effective without any further action.

18.3 **Binding.** This Restated Declaration, as well as any amendment thereto and any valid action or directive made pursuant to it, shall be binding on the Owners and their heirs, grantees, tenants, successors, and assigns.

18.4 **Interpretation.** [Civ. Code § 4215] The provisions of this Restated Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a common interest development. All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Board, and its decision shall be final, binding and conclusive on all of the parties affected.

18.5 **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Restated Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Separate

Interest but only with respect to obligations arising from and after the date of the divestment.

18.6 **Fair Housing.** [Gov. Code § 12956.1] Neither the Association nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Separate Interest to any person on the basis of on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry or any other classification prohibited by Applicable Law.

18.7 **Number and Headings.** As used in this Restated Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Restated Declaration, and shall not affect the interpretation of any provision.

18.8 **Variances.** The Board may authorize variances from compliance with any of the architectural or use provisions of this Restated Declaration as follows:

- 18.8.1 Variances may be granted, without limitation, to restrictions upon use, restrictions on repair and maintenance, and architectural restrictions, when circumstances such as topography, location, engineering, economy, hardship, aesthetic or environmental considerations warrant.
- 18.8.2 Variances shall be in writing and shall become effective upon final approval by the Board.
- 18.8.3 When a variance is granted, no violation of the Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Restated Declaration for any purpose except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all Applicable Laws affecting the use of the premises, including, but not limited to, zoning ordinances and Lot set back lines or requirements imposed by the County of Riverside or any other governmental authority.
- 18.8.4 Association may charge a reasonable fee to cover any costs associated with the variance approval process, or for issuance of a variance.
- 18.8.5 The Board may enact additional Rules regarding the variance approval process, the circumstances under which a variance may be granted, and may require the execution of indemnity or

other agreements by the Owner as a condition to issuance of a variance.

18.9 Governing Document Priorities. In the event of a conflict among the Governing Documents, or any provision thereof, the following documents shall take precedence in the order given: (1) this Restated Declaration, (2) the Articles, (3) the Bylaws, and (4) the Rules.

18.10 Conflict with Applicable Laws. Provided any Applicable Law is inconsistent with any provision or provisions of the Governing Documents, and compliance with that Applicable Law is mandatory, neither the Association, the Board, nor any member thereof shall have any liability for complying with the Applicable Law and not with the inconsistent provision or provisions of the Governing Documents.

18.11 References to Code Sections. Statutes or administrative regulations that are shown in brackets at the beginning of a section or paragraph in this Restated Declaration are intended to show that the respective section or paragraph is based on the particular statute or administrative regulation referred to in the brackets. Unless otherwise noted, all references are to statutes and administrative regulations of the State of California. Any issues not addressed expressly by the Governing Documents shall be controlled by relevant provisions of the Davis-Stirling Common Interest Development Act (Civil Code section 4000 et seq.) and the California Corporations Code and by judicial interpretations of these statutes, whether the Association is incorporated or not. In the event any of the Applicable Laws referenced herein are amended, modified, or otherwise changed, the references herein shall be deemed to refer to the Applicable Laws as amended, modified or otherwise changed. If an Applicable Law is deleted, any reference herein shall be deemed to refer to any successor Applicable Law.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration of Restrictions this 27 day of April, 2017.

ASSOCIATION:

PGA WEST FAIRWAYS ASSOCIATION
a California nonprofit mutual benefit corporation

By: 
President

By: 
Secretary

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

State of California

County of RIVERSIDE

On this 27 Day of APRIL 202017

On 4/27/2017 Before me, MARY E. WALKER
Date Here Insert Name and Title of Officer

Personally appeared DEBORAH BRILL
JENNIFER JENKINS
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature Mary E. Walker
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document of fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 2016 AMENDED & RESTATED CC & R'S

Document Date: April 27, 2017

Number of Pages: 146

Signer(s) Other Than Named Above: X

Capacity(ies) Claimed by Signer(s)

Signer's Name: DEBORAH BRILL

Signer's Name: JENNIFER JENKINS

- Corporate Officer-Title(s): PRESIDENT
- Partner Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other:

- Corporate Officer-Title(s): SECRETARY
- Partner Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other:

Signer is Representing: _____

Signer is Representing: _____

**EXHIBIT "A" - COMMUNITY LEGAL DESCRIPTION AS OF THE DATE OF
RECORDATION OF THIS DECLARATION**

All that real property located in the Riverside County, California, described as follows:

EAGLE BEND:

Instrument Numbers for Supplemental Declaration of Restrictions:

2002-404039 (Phase 1); 2003-037487 / 2002-720252 (Phase 2); 2003-092633 / 2002-720252 (Phase 3); 2003-401730 / 2002-720252 (Phase 4); 2003-401731 / 2002-720252 (Phase 5); 2003-401732 / 2002-720252 (Phase 6)

Assessor's Parcel Numbers: 775-290-002 through 775-290-011; 775-290-017; 775-300-001 through 775-300-014; 775-300-016; 775-300-020; 775-350-001 through 775-350-021; 775-350-023; 775-350-025; 775-360-001 through 775-360-029

PARCEL 1: Lots 2 to 22, inclusive, Letter Lots A through C, inclusive of Tract No. 28738 filed in Book 276, Pages 50 to 53, inclusive, of Maps, records of said County.

PARCEL 2: Parcel 1 as shown on Lot Line Adjustment No. 99-315, recorded on April 21, 2000, as Document No. 2000-149519 of the Official Records of said County.

PARCEL 3: Parcel B as shown on Lot Line Adjustment No. 2000-338 recorded on August 24, 2000, as Document No. 2000-3313712 of the Official Records of said County.

PARCEL 4: Lots 1 to 48, inclusive, Letter Lots A through G, inclusive of Tract No 28961 filed in Book 289, Pages 47 to 52, inclusive, of Maps, records of said County.

HERITAGE COLLECTION:

Instrument Numbers for Supplemental Declaration of Restrictions:

1999-061655 (Phase 1); 1999-225002 (Phase 2); 1999-0251203 / 1999-0251204 (Phase 3); 1999-349882 / 1999-349883 (Phase 4); 2012-0237336

Assessor's Parcel Numbers: 775-280-001 through 775-280-017; 775-280-043; 775-280-044; 775-280-046 through 775-280-065

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

PARCEL 1: Lots 1 to 17, inclusive, and Letter Lots A and B of Tract No. 28341-2 filed for record in Book 269, Pages 45 to 48, inclusive, of Maps, records of said County.

PARCEL 2: Lots 1 to 19, inclusive, and Letter Lot A of Tract No. 29003 filed for record in Book 275, Pages 37 to 40, inclusive, of Maps, records of said County.

PARCEL 3: Letter Lot A-1 of Tract No. 25500-3 filed for record in Book 231, Pages 69 to 72, inclusive, of Maps, records of said County.

HERMITAGE:

Instrument Numbers for Supplemental Declaration of Restrictions:

2000-020736 (Phase 1); 2000-057347 (Phase 2); 2000-402499 / 2000-402502 (Phase 3); 2001-077879 / 2001-077880 (Phase 4); 2012-0237335

Assessor's Parcel Numbers:

762-210-001 through 762-210-016; 762-210-019 through 762-210-039; 762-220-001 through 762-220-023

Lots 1 to 52, inclusive, and Letter Lots A to I, inclusive of Tract No. 28603-1 filed for record in Book 279, Pages 77 to 83 inclusive, of Maps, records of said County.

LA CALA:

Instrument Numbers for Supplemental Declaration of Restrictions:

2003-229322 (Phase 5); 2002-065259 / 2000-483321 (Phase 6); 2002-399183 (Phase 8); 2012-0237334

Assessor's Parcel Numbers: 762-280-017 through 762-280-020; 762-280-039, 762-280-040; 762-310-001 through 762-310-003; 762-390-001 through 762-390-008; 762-390-011 through 762-390-017; 762-390-020 through 762-390-024; 762-390-026 through 762-390-036; 762-400-001 through 762-400-014; 762-400-016; 762-400-017; 762-420-024;

Lots 22, 23 and 24, Lots 54 through 57, inclusive, and Lots 76 and 77 of Amended Tract No. 28838-1 filed in Book 285, Pages 51 to 57, inclusive, of Maps, records of said County.

Lot 24 of Tract No. 28838-4 filed in Book 297, Pages 27 to 31, inclusive, of Maps, records of said County.

Lots 1 through 35, inclusive, 37 through 42, inclusive and Letter Lots A, B, C, E and G of Tract No. 28838-2 filed in Book 293, Pages 50 to 55, inclusive of Maps, Official Records of said County; and

Lot A of that certain Lot Line Adjustment #2001-351 recorded March 8, 2001 as Instrument No. 094170 in the Official Records of Riverside County, described as follows: Lot 36 of Tract No. 28838-2 as filed in book 293, at Pages 50 through 55, inclusive of Maps, Records of Riverside County, California; together with that portion of Parcel P of Lot Line Adjustment no, 2000-325, recorded March 14, 2000 as instrument no. 2000-093304 of Official Records of Riverside County.

LEGENDS:

Instrument Numbers for Supplemental Declaration of Restrictions:

1999-403007 / 1999-403008 (Phase 1); 2000-108564 (Phase 2); 2000-108562 (Phase 3); 2001-055910 (Phase 4); 2002-081124 (Phase 7); 2012-0237330

Assessor's Parcel Numbers: 762-280-002 through 762-280-016; 762-280-021 through 762-280-038; 762-280-045; 762-280-047 through 762-280-049; 762-300-002 through 762-300-009; 762-300-011; 762-300-013 through 762-300-023; 762-300-025; 762-300-030 through 762-300-034; 762-310-004; 762-310-008; 762-310-009; 762-310-016 through 762-310-022; 762-400-015; 762-400-016

Lots 1 through 21, inclusive, 31 through 53, inclusive, and 58 through 75, inclusive, and Letter Lot C of Tract No. 28838-1 filed in Book 285, Pages 51 to 57, inclusive, of Maps, records of said County, as said Lot 38 was amended by that certain Lot Line Adjustment No. 2000-326 recorded March 10, 2000 as Instrument No. 2000-089786.

Lots 25 through 30, inclusive, A, H and K of Amended Tract Map No. 28838-1 as per Map filed for record in Book 285, Pages 51 to 57, inclusive, of Maps, records of the Riverside County, as said Lots 26 through 29, inclusive, were amended by that certain Lot Line Adjustment #2000-325 recorded March 14, 2000 as Instrument No. 2000-093304, and as said lots A, H and K were amended by that certain Lot Line Adjustment No. 2000-340 recorded August 28, 2000 as Instrument No. 2000-336419 in the official records of said County.

Letter Lots D, E, F, G, I, J, L and M of Amended Tract Map No. 28838-1 as per Map filed for record in Book 285, Pages 51 to 57, inclusive, of Maps, records of Riverside County, and Letter Lots D, G, I and J of said Amended Tract Map No. 28838-1 as said lots were amended by that certain Lot Line Adjustment No. 2000-340 recorded August 28, 2000 as instrument No. 2000-336419.

Parcels B and C of that certain Lot Line Adjustment #2000-340 recorded August 28, 2000 as Instrument No. 2000-336919 in the Official Records of Riverside County.

MASTERS:

Instrument Numbers for Supplemental Declaration of Restrictions:

1999-190846 / 1999-190847 (Phase 1); 1999-190848 / 1999-190849 (Phase 2); 1999-190850 / 1999-190851 (Phase 3); 1999-368460 / 1999-368461 (Phase 4); 1999-368462 / 1999-368463 (Phase 5); 1999-532931 / 1999-532932 (Phase 6); 2000-0432496 / 2000-432497 (Phase 7); 2000-434042 (Phase 8); 2012-0237333

Assessor's Parcel Numbers: 762-090-006 through 762-090-018; 762-090-020; 762-100-001 through 762-100-018; 762-160-001 through 762-160-021; 762-170-001 through 762-170-017; 762-170-020; 762-170-022; 762-170-023; 762-170-025; 762-170-026; 762-170-029 through 762-170-034; 762-170-036; 762-170-037

PARCEL 1: Lots 1 to 69, inclusive, and Lots E, J, O, M, N, P, T U and V of Tract No. 28444 filed in Book 271, Pages 57 to 62, inclusive, of Maps, records of said County.

PARCEL 2: Lots A, B, C, Q, R and S as shown on Lot Line Adjustment No. 99-302 recorded on January 26, 2000, as Instrument No. 2000-28598 of the Official Records of said County.

PARCEL 3: Lot E as shown on Lot Line Adjustment No. 2000-338 recorded on August 24, 2000, as Instrument No. 2000-331371 of the Official Records of said County.

MONTERRA:

Instrument Numbers for Supplemental Declaration of Restrictions:

2016 281052; 2016-0395909

Assessor's Parcel Numbers:

767-860-001 through 767-860-004, 767-860-027 through 767-860-33

PARCEL 1: Lots 1 through 4 and Lots 27 through 33, , inclusive, of Amended Tract No. 32742, in the City of La Quinta, County of Riverside, State of California, as per Map filed in Book 444, Pages 88 through 90, inclusive of Maps, in the Office of the County Recorder of said County.

MUIRFIELD:

Instrument Numbers for Supplemental Declaration of Restrictions:

2003-585678 (Phase 1); 2003-891595 (Phase 2); 2003-955923 (Phase 3); 2004 0372402 (Phase 4); 2004-0372403 (Phase 5); 2004-0372404 (Phase 6); 2005-0345151 (Phase 7); 2005-0345152 (Phase 8); 2005-0463074 (Phase 9)

Assessor's Parcel Numbers: 762-410-001 through 762-410-004; 762-410-007 through 762-410-042; 762-410-044; 762-410-051; 762-410-52; 762-420-001 through 762-420-020; 762-420-029 through 762-420-040; 762-420-043; 762-420-044; 762-310-10 through 762-310-015

PARCEL A: Lots 1, 2, 3, 4, 7 through 41, inclusive, Letter Lots A, B, C and E of Tract No. 28838-3, in the City of La Quinta, as shown by Map on file in Book 297, Pages 22 to 26, inclusive of Maps, in the Office of the County Recorder of Riverside County, California.

PARCEL B: Lot 5 and a portion of Lot I of Tract No. 28838-3, in the City of La Quinta, as shown by Map on file in Book 297, Pages 22 to 26 inclusive of Maps, in the Office of the County Recorder of Riverside County, California, described as follows:

Beginning at the Northwest corner of said Lot 5; thence along the Northerly line of said Lots 5 and I, North 89° 13' 22" East, 97.00 feet; thence leaving said Northerly line South 0° 46' 38" East, 143.00 feet to the Southerly line of said Lot I; thence along the Southerly line of said Lots I and 5, South 89° 13' 22" West, 97.00 feet to the Southwest corner of said Lot 5; thence along the Westerly line of said lot, North 0° 46' 38" West, 143.00 feet to the point of beginning.

As per Lot Line Adjustment No. 2001-358, as approved by the City of La Quinta.

PARCEL C: Lot 6 and a portion of Lot I shown as Lot "B" of Lot Line Adjustment 2001-358 of Tract No. 28838-3, in the City of La Quinta, as shown by Map on file in Book 297, Pages 22 to 26, inclusive of Maps, in the Office of the County Recorder of Riverside County, California, described as follows:

Beginning at the Northeast corner of said Lot 6; thence along the Easterly line of said lot, South 0° 46' 38" East, 143.00 feet to the Southeast corner of said lot; thence along the Southerly line of said Lots 6 and B, South 89° 13' 22" West, 93.00 feet to the Southwest corner of said Lot B; thence along the Westerly line of said Lot B, North 0° 46' 38" West, 143.00 feet to the Northwest corner of said Lot B; thence along the Northerly line of said Lots B and 6, North 89° 13' 22" East, 93.00 feet to the point of beginning.

As per Parcel Merger No. 2001-382, as approved by the City of La Quinta.

PARCEL D: Lots 1 through 23, inclusive and 25 through 40, inclusive, Letter Lots A through F, inclusive of Tract No. 28838-4, as shown by map on file in Book 297, Pages 27 to 31 of Maps, records of Riverside County, California.

NORMAN ESTATES:

Instrument Numbers for Supplemental Declaration of Restrictions:
2000-347430 (Phase 1); 2000-347432 (Phase 2); 2000-347434 / 2000-347435 (Phase 3);
2003-562804 / 2003-562805 (Phase 4); 2003-562806 / 2003-562807 (Phase 5);
2003-562808 / 2003-562809 (Phase 6); 2003-562810 / 2003-562811 (Phase 7);
2004-380516 (Phase 8); 2004-380517 (Phase 9); 2004-380518 (Phase 10)

Assessor's Parcel Numbers: 767-500-001 through 767-500-025; 767-510-001 through 767-510-020; 767-570-001 through 767-570-010; 767-570-012 through 767-570-015; 767-580-007; 767-580-008; 767-580-020; 767-580-022; 767-600-001 through 767-600-003; 767-600-009; 767-600-010

PARCEL 1: Lots 1 through 50, inclusive, Lots 53 through 57, inclusive, and Letter Lots A, B, C, D, E and F of Tract Map No. 29657, filed in Book 292, Pages 60 to 65, inclusive, of Maps, records of said County.

PARCEL 2: Lots 1, 3 and 4, and Letter Lots A and B of Tract No. 29800, as per map filed in Book 299, Pages 15 to 21, inclusive, of Maps of Records of said County.

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

PARCEL 3: Lot 28 of Tract Map. No. 29136, as per map filed in Book 285, Pages 4 to 16, inclusive, of Maps of Records of said County.

PASADERA:

Instrument Numbers for Supplemental Declaration of Restrictions:

2002-099514 (Phase 1); 2002-139040 (Phase 2); 2003-46453 (Phase 3); 2003-942918 (Phase 4); 2003-1002411 (Phase 5)

Assessor's Parcel Numbers: 762-320-002 through 762-320-017; 762-350-003 through 762-350-030; 762-350-032 through 762-350-037; 762-350-040 through 762-350-045; 762-370-020 through 762-370-033; 762-370-035; 762-370-038; 762-380-001 through 762-380-031; 762-380-036 through 762-380-039; 362-380-041; 762-380-042;

Lots 1 to 92, inclusive, and Letter Lots A through H, inclusive, K, L, M, N, and P through T, inclusive of Tract No. 29147-2 as shown on a map filed for record in Book 287, Pages 12 to 19, inclusive, of Maps, records of said County.

PENINSULA PARK:

Original Declaration of Restrictions: 1999-073557, 2002-721101, 2004-467704

Supplemental Declaration of Restrictions: 1999-073558 / 1999-073559

Assessor's Parcel Numbers: 762-150-004; 762-150-005; 762-150-008 through 762-150-017; 762-150-021 through 762-150-025; 762-150-036 through 762-150-044

Lots 1 to 18, inclusive, Lots A to H, inclusive, K and L of Tract No. 28522 filed for record in Book 274, Pages 42 to 44; inclusive, of Maps, records of said County.

RESIDENCE CLUB:

Original Declaration of Restrictions: 2005-672833 / 2005-0672834

Supplemental Declaration of Restrictions: 2006-0811252 / 2006-0811253

Assessor's Parcel Numbers: 775-380-058 through 775-380-086; 775-380-088 through 775-380-093; 775-390-025; 775-390-031 through 775-390-052

Lots 1 through 33, inclusive, and lettered lots A through X, inclusive, all of amended Tract 31627, on file in Book 392, Pages 48 through 57, inclusive, of Maps, Records of Riverside County, California.

SIGNATURE – ESTATES

Instrument Numbers for Supplemental Declaration of Restrictions:

2015-0407582, 2015-407585 (Phase 1)

Assessor's Parcel Numbers: 775-410-018 through 775-410-021

Lots 76 through 81, inclusive, of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, inclusive, official records of Riverside County, California.

Instrument Numbers for Supplemental Declaration of Restrictions:

2015-0532888, 2015-0532889 (Phase 2)

Assessor's Parcel Numbers: 775-410- 13 through 15; 775-410- 22 and 23

Lots 73 through 75, Inclusive and 82 through 83, Inclusive, of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, Inclusive, Official Records of Riverside County, California.

Instrument Numbers for Supplemental Declaration of Restrictions:

2015-0532892, 2015-0532893 (Phase 3)

Assessor's Parcel Numbers: 775-410-10 through 12; 775-410-24 through 26

Lots 70 through 72, Inclusive, and 84 through 86, Inclusive, of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, Inclusive, Official Records of Riverside County, California.

Instrument Numbers for Supplemental Declaration of Restrictions:

2017-0015581, 2017-0015582 (Phase 4)

Assessor's Parcel Numbers: 775-410-06 through 09; 775-410-27 and 28

Lots 66 through 69, inclusive, and 87 through 88, inclusive, of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, inclusive, official records of Riverside County, California.

Instrument Numbers for Supplemental Declaration of Restrictions:
2017-0021126, 2017-0021127 (Phase 5)

Assessor's Parcel Numbers: 775-410-03 through 05; 775-410-29 through 31

Lots 63 through 65, inclusive, and 89 through 91, inclusive, of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, inclusive, official records of Riverside County, California ("Tract 36537-1") and Lots G and H of Tract 36537-1.

Instrument Numbers for Supplemental Declaration of Restrictions:
2017-0015584, 2017-0015585 (Phase 6)

Assessor's Parcel Numbers: 775-410-01; 775-410-02; 775-410-32; 775-410-37; 775-420-16 through 775-420-18; 775-420-45

Lots 61, 62 and 92 of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, inclusive, official records of Riverside County, California ("Tract 36537-1"); and

Lots 16 through 18, inclusive, of Tract No. 36537-2 as per Map filed in Book 443 of Maps, Pages 38 through 43, inclusive, official records of Riverside County, California ("Tract 36537-2"); and

Lot X of Tract 36537-1 and Lot F of Tract 36537-2.

SIGNATURE – HACIENDAS

Instrument Numbers for Supplemental Declaration of Restrictions:
2015-0500338, 2015-0065232, 2015-0407586 (Phase 1)

Assessor's Parcel Numbers: 775-400-031 through 775-400-037

Lots 31 through 37, inclusive, of Tract No. 36537-1 as per map filed in Book 442 of Maps, Pages 55 through 63, inclusive, official records of Riverside County, California

Instrument Numbers for Supplemental Declaration of Restrictions:
2015-0532587, 2015-0532588 (Phase 2)

Assessor's Parcel Numbers: 775-400-28 through 30; 775-400-38 through 40

Lots 28 through 30, Inclusive, and 38 through 40, Inclusive, of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, Inclusive, Official Records of Riverside County, California.

Instrument Numbers for Supplemental Declaration of Restrictions:
2015-0532591, 2015-0532592 (Phase 3)

Assessor's Parcel Numbers: 775-400-24 through 27; 775-400-41 through 43

Lots 24 through 27, Inclusive, and 41 through 43, Inclusive, of Tract No. 36537-1 as per Map filed in Book 442 of Maps, Pages 55 through 63, Inclusive, Official Records of Riverside County, California.

SIGNATURE –VILLAS

Instrument Numbers for Supplemental Declaration of Restrictions:
2015-0402599, 2015-0407579, 2015-0536660 (Phase 1)

Assessor's Parcel Numbers: 775-400-063, 775-410-033

Phase 1 as designated on the Condominium Plan — Signature at PGA WEST (Villas) Phase 1, recorded on September 9, 2015 in the Official Records of Riverside County, California, as Document No. 2015-0402600, consisting of Units 48 through 57, inclusive, of **Lots 95 and 96** of Tract No. 36537-1, filed in Book 442, Pages 55 through 63, inclusive, of Miscellaneous Maps, records of said County.

Instrument Numbers for Supplemental Declaration of Restrictions:
2015-0538582, 2015-0540949, (Phase 2)

Assessor's Parcel Numbers: 775-410-033

Phase 2 as designated on the Condominium Plan — Signature at PGA WEST (Villas) Phase 2, recorded on December 11, 2015 in the Official Records of Riverside County, California, as Document No. 2015 0538583, consisting of Units 44 through 47, inclusive, and 58 through 60, inclusive,

of **Lot 96** of Tract No. 36537-1, filed in Book 442, Pages 55 through 63, inclusive, of Miscellaneous Maps, records of said County.

Instrument Numbers for Supplemental Declaration of Restrictions:
2015-0538585, 2015-0540950 (Phase 3)

Assessor's Parcel Numbers: 775-410-033

Phase 3 as designated on the Condominium Plan — Signature at PGA WEST (Villas) Phase 3, recorded on December 11, 2015 in the Official Records of Riverside County, California, as Document No. 2015 0538580, consisting of Units 36 through 43, inclusive, of **Lot 96** of Tract No. 36537-1, filed in Book 442, Pages 55 through 63, inclusive, of Miscellaneous Maps, records of said County.

SPANISH BAY (Columbine):

Instrument Numbers for Supplemental Declaration of Restrictions:
1999-464518 (Phase 1); 1999-534882 / 1999-534883 (Phase 2); 2000-349377 / 2000-349378 (Phase 3); 2000-349379 / 2000-349380 (Phase 4); 2001-013047 / 2001-013048 (Phase 5); 2001-016367 / 2001-016368 (Phase 6); 2001-227872 / 2001-227873 (Phase 7); 2012-0237332

Assessor's Parcel Numbers: 775-310-001 through 775-310-025; 775-310-030 through 775-310-040; 775-310-042; 775-310-044 through 775-310-048; 775-320-001 through 775-320-011 through 775-320-038

PARCEL 1: Lots 1 to 75, inclusive, Letter Lots A through G, inclusive of Tract No. 28960 as per map filed for record in Book 279, Pages 87 to 93, inclusive, of Maps, records of said County.

SUMMIT:

Instrument Numbers for Supplemental Declaration of Restrictions:
2001-046021 (Phase 1); 2001-046022 (Phase 2); 2001-046023 (Phase 3); 2003-414664 / 2003-414663 (Phase 4); 2004-227869 / 2003-414663 (Phase 5); 2004-227870 / 2003-414663 (Phase 6); 2004-0227871 / 2003-414663 (Phase 7); 2004-227872 / 2003-414663 (Phase 8); 2003-414663 (Phase 9)

Assessor's Parcel Numbers: 762-330-001 through 762-330-015; 762-330-018; 762-330-020; 762-330-021; 762-330-023; 762-330-025; 762-340-001 through

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762-340-016; 762-340-021 through 762-340-024; 762-340-026; 762-360-001 through 762-360-017; 762-360-019; 762-360-020; 762-360-023; 762-360-025; 762-360-026; 762-360-027; 762-370-001 through 762-370-008; 762-370-010 through 762-370-013; 762-370-017; 762-370-018; 762-370-039; 762-370-040

PARCEL 1: Lots 1 through 59; and lettered Lots B, C, D, F, G, H, I, J, K, L; N; O; Q; R, T, U, W, X, Y, AA; BB; CC; and DD of Tract No. 29147-1 recorded in Book 287, Pages 4 to 11, inclusive of Maps, in the County of Riverside, State of California.

PARCEL 2: Parcel A of Lot Line Adjustment No. LLA 2000-342 recorded January 4, 2001, as Instrument No. 004052, in the Official Records, Riverside County, State of California.

PARCEL 3: Parcel A as reflected by Lot Line Adjustment No. 2001-368, as approved by the City of La Quinta, and implemented by Grant Deed recorded on February 21, 2002, as Instrument No. 2002-090883, in the County of Riverside, State of California.

PARCEL 4: Lot 60 together with a portion of Lettered Lot "W" of Tract No. 29147-1, in the City of La Quinta, County of Riverside, State of California, as shown by map on file in Book 287, Pages 4 through 11, inclusive of maps, in the Office of the County Recorder of said County, shown as Parcel "A" on Lot Line Adjustment 2001-368.

TIBURON BY MARVIN HOMES:

Instrument Numbers for Supplemental Declaration of Restrictions: 2000-292750; 2000-292751 (Phase 1); 2000-292752; 2000-292753 (Phase 2)

Assessor's Parcel Numbers: 767-521-002 through 767-521-004; 767-521-006; 767-522-001 through 767-522-005; 767-523-011; 767-524-001 through 767-524-010; 767-580-002

Lots 1 through 9, inclusive and 11 through 19, inclusive of Tract 29348-1 as shown on a map filed for record in Book 285, Pages 65-66, of Maps, records of Riverside County, as said Lot 11 was amended by Lot Line Adjustment 2000-344 recorded November 2, 2000 as Instrument No. 2000-437000; and

Lot 10 of Tract Map No.29800 as per Book 299, Pages 15 to 21, inclusive, of Maps, records of said County.

Lot K of Tract 29136 filed in Book 285, Pages 4 to 16, inclusive, of Maps, records of said County.

TOLL BROTHERS:

Supplemental Declaration of Restrictions: 2000-393596 (Phase 1); 2000-500219 (Phase 2); 2000-500221 (Phase 3); 2001-264899 (Phase 4); 2001-264897 (Phase 5); 2001-425927 (Phase 6); 2001-425929 (Phase 7)

Assessor's Parcel Numbers: 767-490-001 through 767-490-034; 767-522-007; 767-522-008; 767-522-009; 767-523-001 through 767-523-004; 767-531-001 through 767-531-008; 767-531-010 through 767-531-016; 767-532-001 through 767-532-015; 767-580-001; 767-580-003

PARCEL 1: Lots 1 to 34, inclusive, of Tract No. 29349-1 as shown on a map filed for record in Book 285, Pages 69 and 70, of Maps, records of said County;

PARCEL 2: Lots 1 to 37, inclusive, of Tract No. 29348-2 as shown on a map filed for record in Book 285, Pages 67 and 68, of Maps, records of said County; and

PARCEL 3: Letter Lots D and F of Tract No. 29136 as shown on a map filed for record in Book 285, Pages 4 to 16, inclusive, of Maps, records of said County.

TURNBERRY:

Supplemental Declaration of Restrictions: 2001-046473 / 2002-486440 (Phase 1); 2001-193155 / 2002-486441 (Phase 2); 2001-228479 / 2002-486442 (Phase 3); 2001-600650 (Phase 4); 2012-0237331

Assessor's Parcel Numbers: 767-540-001 through 767-540-014; 767-540-017 through 767-540-020; 767-550-002 through 767-550-019; 767-560-001 through 767-560-005; 767-580-001; 767-580-029

PARCEL 1: Lots 1 to 39, inclusive, and Letter Lots C and D of Tract No. 29347 as per map filed for record in Book 285, Pages 60 to 64, inclusive, of Maps, records of said County.

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PARCEL 2: Lot 31 and Letter Lot M of Tract No. 29136 as per map recorded in Book 285, Pages 4 to 16, inclusive, of Maps, records of said County.

[NOTE: While PGA WEST Fairways Association has attempted to set forth the above legal description accurately, it is possible that some parcels were inadvertently included or excluded from the legal description above due to the large number of parcels of property currently encompassed by the development, the number of Phases annexed, the number of annexations, lot line adjustments and other recorded documents affecting the development, and the general complexity of the development. Thus in the event an error in the above legal description is discovered, the Board reserves the right, at any time in the future, to record an amendment, without an owner vote, to correct any such error. Should any references to any lots be inadvertently omitted and/or later included as a part of PGA WEST Fairways Association as a result of re-subdivision of those lots, those lots are considered referenced herein in full as though set forth herein.]

EXHIBIT "B" – ANNEXATION PROPERTY

All that certain real property located in the City of La Quinta, County of Riverside, California, more particularly described as:

SIGNATURE:

PARCEL 1: Lots 1 through 23, inclusive, Lots 44 through 60, inclusive, Lots 93, 94 and 97, inclusive, and Lots A through Y, inclusive, of Tract No. 36537-1, filed in Book 442, Pages 55 through 63, inclusive, of Miscellaneous Maps, records of said County; and

PARCEL 2: Lots 1 through 15, inclusive, Lots 19 through 39, inclusive, and Lots A through F, inclusive, of Tract No. 36537-2, filed in Book 443, Pages 38 through 43, inclusive, of Miscellaneous Maps, records of said County.

EXCEPTING THEREFROM those phases as already annexed herein under Signature-Estates, Signature-Hacienda, and Signature-Villas, and any real property of which all or any portion lies within a circle extending five statute miles from the Signature entry gatehouse on Platinum Way which shall be the radius point.

MONTERRA:

PARCEL 1: Lots 5 through 14, 16 through 26, and 34 through 40, inclusive, and Lots A through I, inclusive, of Amended Tract No. 32742, in the City of La Quinta, County of Riverside, State of California, as per Map filed in Book 444, Pages 88 through 90, inclusive of Maps, in the Office of the County Recorder of said County; and

PARCEL 2: Parcel "B" of Lot Line Adjustment 2014-103 filed with the City of La Quinta Planning Department, being Lot 15 of Amended Tract No. 32742, in the City of La Quinta, County of Riverside, State of California, as per Map filed in Book 444, Pages 88 through 90, inclusive of Maps, in the Office of the County Recorder of said County [formerly Lot 15];

EXCEPTING THEREFROM that portion described as follows:

Beginning at the Northeast corner of said Lot 15 of said Amended Tract No. 32742; thence south 02°03'13" East 165 feet; thence South 89°55'00" West a distance of 45.03 feet; thence north 02°03'13" East a distance of 165.00 feet to the Northerly line of said lot; thence along said Northerly line north 89°55'00" East a distance of 45.03 feet to the point of beginning.

EXHIBIT "C-1" – EAGLE BEND SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ¹ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

¹ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-2" – HERITAGE SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Doors – scheduled painting/staining of exterior surfaces of original front entry door, including door frame		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Garage door - scheduled painting/staining of exterior surfaces of original garage door, including door frame		X	
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front, rear, court and side yards on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front, rear, court and side yards on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	

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EXHIBIT "C-2" – HERITAGE SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures bulbs only –non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Stucco – scheduled painting, maintenance, repair and replacement including routine patching, i.e. filling of minor, cosmetic cracks or holes and excludes replacement of stucco material		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ² (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		
Wood trim and fascia – scheduled painting		X	

² Owners should contact Animal Control for wildlife removal

EXHIBIT "C-3" – HERMITAGE SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner’s responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner’s obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner’s duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front, rear, court and side yards on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front, rear, court, and side yards on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ³ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

³ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-4" – LA CALA SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Doors – scheduled painting/staining of exterior surfaces of original front entry door, including door frame		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Garage door - scheduled painting/staining of exterior surfaces of original garage door, including door frame		X	
Gates, wrought iron on courtyard/side yard – exterior surface		X	
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X

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EXHIBIT "C-4" – LA CALA SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Sidewall/front facing walls – exterior surfaces, including scheduled painting		X	
Walls, perimeter located within Lots E and G of Tract No. 28838-2 – exterior surfaces, including scheduled painting		X	
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Stucco – scheduled painting, maintenance, repair and replacement including routine patching, i.e. filling of minor, cosmetic cracks or holes and excludes replacement of stucco material		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ⁴ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		
Wood trim and fascia – scheduled painting		X	

⁴ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-5" – LEGENDS SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Doors – scheduled painting/staining of exterior surfaces of original front entry door, including door frame		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Garage door – scheduled painting/staining of exterior surfaces of original garage door, including door frame		X	
Gates, wrought iron on courtyard/side yard – exterior surface		X	
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	

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EXHIBIT "C-5" – LEGENDS SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Sidewall/front facing walls – exterior surfaces, including scheduled painting		X	
Walls, perimeter that separate Lots J and K, Lots L and M, Lots G and H, and Lots F and G of Amended Tract No. 28838-1		X	
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Stucco – scheduled painting, maintenance, repair and replacement including routine patching, i.e. filling of minor, cosmetic cracks or holes and excludes replacement of stucco material		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ⁵ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		
Wood trim and fascia – scheduled painting		X	

⁵ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-6" – MASTERS SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ⁶ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

⁶ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-7" - MONTERRA SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Common Area Improvements (SBA only) as defined in Article 1		X	
Detention Basin on Lot F in Phase 5		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – SBA Common Areas and front yard on Lot		X	
Landscaping Strip on Lots 1, 26, 27 & 33 in Phase 1 on the Exterior of the Side Wall Adjacent to the Street		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Retention basin and fencing surrounding retention basin		X	
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences, except for perimeter walls – Common Area			X
Walls – perimeter – between Lot and Master Association property – exterior surface of wall facing Dwelling	X		
Walls – perimeter – between Lot and Master Association property – structure of wall and exterior surface of wall facing Master Association property			MASTER
Walls – perimeter – between Lot and non-SBA Common Area – exterior surface of wall facing Dwelling	X		
Walls – perimeter – between Lot and non-SBA Common Area – structure of wall and exterior surface of wall facing Non-SBA Common Area			X
Walls – perimeter – between Lot and SBA Common Area – exterior surface of wall facing Dwelling	X		
Walls – perimeter – between Lot and SBA Common Area – structure of wall and exterior surface of wall facing SBA Common Area		X	

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EXHIBIT "C-7" – MONTERRA SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Walls – perimeter – between Lot and property owned by private third party	X ⁷		
Wildlife ⁸ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

⁷ Owner shall be solely responsible for all such maintenance, repair and replacement unless assigned to the Master Association or private third party or the Association is given an easement for access to the exterior portion of the perimeter wall by the applicable private third party whereby the Association shall have the responsibility to maintain, repair and replace the structure of the wall and the exterior of the wall not facing the Dwelling and the Owner shall be responsible to maintain the exterior surface of the wall facing the Dwelling.

⁸ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-8" – MUIRFIELD SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ⁹ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

⁹ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-9" – NORMAN ESTATES SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Common Area Improvements (SBA only) as defined in Article 1		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – SBA Common Areas and front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures, bulbs - non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Sidewalks		X	
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets – National and Medallist		X	
Streets – all within SBA except for National and Medallist			X
Vehicle entry and exits (private)		X	
Walls/fences – Common Area			X
Wildlife ¹⁰ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

¹⁰ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-10" – PASADERA SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		

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EXHIBIT "C-10" – PASADERA SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only - non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ¹¹ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

¹¹ Owners should contact Animal Control for wildlife removal

**EXHIBIT "C-11A" – SIGNATURE–HACIENDAS-ESTATES SPECIAL BENEFITS
AREA MAINTENANCE LIST**

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Doors – scheduled painting/staining of exterior surfaces of original front entry door, including door frame		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drainage swales – front yard		X	
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Exterior Dwelling surfaces – scheduled painting		X	
Fences/walls – Common Area			X
Garage door – scheduled painting/staining of exterior surfaces of original garage door, including door frame		X	
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X

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EXHIBIT "C-11A" – SIGNATURE-HACIENDA ESTATES SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – exterior garage, front door lighting fixtures, address lights and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Walls – block walls between Lot and Common Area – exterior of wall facing Dwelling – clean and maintain only	X		
Walls – block walls between Lot and Common Area – structure and exterior of wall – except for cleaning and maintaining wall exterior facing Dwelling		X	
Walls – block walls between Lot and Villas – half of wall structure facing Dwelling and exterior of wall facing Dwelling		X	
Walls – block walls between Lot and Villas – half of wall structure facing Villas and exterior of wall facing Villas		Villas	
Walls – perimeter - half of wall structure and the exterior of wall facing Dwelling	X		
Walls – perimeter - half of wall structure and the exterior of wall facing away from Dwelling		X	

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EXHIBIT "C-11A" – SIGNATURE-HACIENDA ESTATES SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Wildlife ¹² (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		
Wood trim and fascia – scheduled painting		X	

¹² Owners should contact Animal Control for wildlife removal

**EXHIBIT "C-11B" – SIGNATURE-VILLAS SPECIAL BENEFITS AREA
MAINTENANCE LIST**

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located within an Owner's Separate Interest unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is part of his or her Separate Interest, including the garage, and is not designated as the Association or SBA's responsibility.

COMPONENT(S)	OWNER	SBA	ASSOC.
Air conditioning system – servicing individual Unit and if located in Unit or Exclusive Use Association Property	X		
Appliances – built-in or free standing	X		
Association Property landscaping, irrigation, site lighting, drainage and exterior pest control		X	
Association Property open space parks in Phase I Condo Plan including fencing, walkways, landscape, irrigation, lighting, drainage, fountain, shade structure and bench			X
Bathtub waste and overflow	X		
Cabinets	X		
Carpeting	X		
Caulking – exterior		X	
Caulking – interior	X		
Ceilings – interior	X		
Common Area (non-SBA)			X
SBA Common Areas		X	
Courtyard – see “patio”	--	--	--

COMPONENT(S)	OWNER	SBA	ASSOC.
Deck/Balcony (Plans 3 & 4 only) ¹³ – sweep and keep free of debris and trash, paint, repair or replace deck components if caused by willful or negligent acts of Owners, family, tenants or guests	X		
Deck/Balcony (Plans 3 & 4 only) – periodic structural repair, resurfacing, sealing, caulking, replacement or painting of the fencing, floor and wall surfaces in Exclusive Use Area deck, maintain structural integrity and surface of any wall enclosing the deck or separating adjoining deck		X	
Doorbell	X		
Door, front entry – door, locks, hardware, weather stripping/waterproofing, interior surface including painting, and exterior painting touch ups with same color and material if necessary between SBA scheduled maintenance	X		
Doors, front entry – frame – scheduled maintenance only		X	
Doors, front entry – scheduled painting - exterior surface		X	
Doors, interior	X		
Doors, screen/storm/security	X		
Doors, sliding glass – door, glass, tracks, locks, weather stripping, rollers, screen	X		
Doors, sliding glass – frame – scheduled maintenance only		X	
Drains -- bathtubs, showers, sinks	X		
Drainage systems (e.g., ditches, catch basins, curbs) – SBA Common Areas		X	
Drainage systems – Non-SBA Common Areas			X
Drainage system and splash blocks – Exclusive Use Common Areas	X		
Driveway – concrete and/or asphalt surfaces		X	
Dryer vents, exiting through the side wall	X		

¹³ Modifications to the deck/balcony are prohibited.

COMPONENT(S)	OWNER	SBA	ASSOC.
Dryer vents, exiting through the roof		X	
Drywall, interior	X		
Electrical outlets – within Exclusive Use Common Area exclusively serving a Unit	X		
Electrical panel, circuit breakers – serving individual Unit wherever located	X		
Electrical panel, circuit breakers – serving more than one Unit		X	
Electrical switches, outlets, sockets, wall plates – interior	X		
Electrical wiring – serving individual Unit wherever located	X		
Electrical wiring – serving more than one Unit or Association Property		X	
Entry Monument Improvement, if any		X	
Exhaust fans, exiting through the side wall	X		
Exhaust fans, exiting through the roof		X	
Exterior building surfaces		X	
Exterior faucets, handles, washers		X	
Exterior lighting bulbs only – garage, front door and second story lighting fixtures on the front of the buildings			X
Exterior lighting – garage fixture, including electricity and photo cell; fixtures at front door, patio/courtyard, balcony/deck, and at second story on the front of the building		X	
Exterior lighting bulbs only – electricity for fixtures at front door, patio/courtyard, balcony/deck, and at second story on the front of the building	X		
Exterior lighting – courtyard/patio and balcony/ deck bulbs	X		
Fire sprinklers – sprinkler heads and other components solely serving the Unit	X		

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EXHIBIT "C-11B" – SIGNATURE VILLAS SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Fire sprinklers – pipes, valves, pressure gauges that serve more than one Unit, system maintenance and testing		X	
Floor, structural		X	
Floor coverings – carpet, vinyl, tile and wood	X		
Foundation		X	
Furnace – serving individual Unit and if located in Unit or Exclusive Use Association Property	X		
Garage door opener	X		
Garage door – hardware, weather stripping, clean surfaces, accidental damage not related to normal wear and tear	X		
Garage door – including garage door and scheduled exterior paint		X	
Garage floor	X		
Garbage disposal	X		
Gas stub – within Exclusive Use Common Area exclusively serving a Unit	X		
Gas lines – serving individual Unit and if not serviced by provider or SBA	X		
Gas lines – serving Association Property or more than one Unit		X	
Gates – Exclusive Use Common Areas – keep clean, replace locking mechanism on gates as needed	X		
Gates – Exclusive Use Common Areas – maintain structural integrity and surface for gates on any wall enclosing or separating courtyards and patios		X	
Glass, unit windows/doors	X		
Gutters and downspouts		X	
Handrails – not inside Units		X	
Hose bibs		X	
Insulation		X	
Insurance – Common Areas			X

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

EXHIBIT "C-11B" – SIGNATURE VILLAS SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Insurance – Separate Interest, including personal property and all other property and improvements within Unit (e.g. cabinets, fixtures, flooring, wall coverings, etc.)	X		
Insurance – Villas Buildings		X	
Landscaping – Common Area (non-SBA)			X
Landscaping – Common Area		X	
Landscaping – Exclusive Use Common Areas (courtyards, patios, porch, deck)	X		
Lighting fixtures – SBA Common Areas		X	
Lighting fixtures – Non-SBA Common Areas			X
Lighting fixtures – interior	X		
Mailbox key replacement or broken lock	X		
Mailboxes		X	
Painting - interior	X		
Plumbing fixtures, interior (toilets, tubs, sinks, faucets, etc.)	X		
Plumbing lines – serving individual Unit only wherever located ¹⁴	X		
Plumbing lines – serving more than one Unit wherever located		X	
Plumbing lines – serving Association Property		X	
Patio/courtyard/entry/porch ¹⁵ – sweep and keep free from debris and trash, paint, repair or replace components if caused by willful or negligent acts of Owners, family, tenants or guests	X		

¹⁴ Owner may plunge blocked drains, but may not use a snake in any pipe unless instructed to do so by the Association.

¹⁵ Modifications to porch and concrete slab are prohibited. Improvements to the courtyards and patios, such as installation of fountain and posts, require written approval from the Association.

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

EXHIBIT "C-11B" – SIGNATURE VILLAS SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Patio/courtyard/entry/porch – concrete and drainage within Exclusive Use Common Area patios, courtyards, entries and porches, scheduled structural repair, resurfacing, sealing, caulking, replacement or painting of the floor, concrete, drainage and wall surfaces; maintain structural integrity and surface of any wall enclosing the Exclusive Use Common Areas or separating Exclusive Use Common Areas		X	
Pest control – within Exclusive Use Common Areas and Separate Interests	X		
Pest control – Common Area		X	
Pressure regulators – serving individual Unit	X		
Roofs – decking, flashing, shingles/tiles, under-layments, vents and other roofing components		X	
Sewer lines and back-ups – serving individual Unit and if not serviced by provider or Association	X		
Sewer lines and back-ups – serving Association Property or more than one Unit		X	
Sidewalks		X	
Slab		X	
Smoke alarm or detector	X		
Stairways not inside Units		X	
Streets			X
Stucco scheduled painting/coloring, repair and replacement		X	
Termite treatment and inspection – Common Area		X	
Toilet – wax ring	X		
Trim, exterior, including painting		X	
Walls, bearing, studs, frames, tiedowns, other structural Items		X	
Walls, non-bearing	X		
Walls – common building walls – wallboard and surface finishes inside Unit	X		

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

EXHIBIT "C-11B" – SIGNATURE VILLAS SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Walls – common building walls – structural elements, including any fire assembly, noise mitigation measures and insulation		X	
Walls – block walls between Haciendas-Estates Lots and Villas – half of wall structure facing Haciendas-Estates Dwellings and exterior of wall facing Haciendas-Estates Dwellings		Haciendas - Estates	
Walls – block walls between Haciendas-Estates Lots and Villas - half of wall structure facing Villas and exterior of wall facing Villas		X	
Walls – Exclusive Use Common Area – keep clean	X		
Walls – Exclusive Use Common Area – structural integrity and surface of any wall enclosing or separating courtyards and patios		X	
Wallpaper/paneling	X		
Water heater	X		
Water softeners – serving individual Unit	X		
Windows – glass, flashing, weather stripping, locks, screens and all screen components, caulking	X		
Window – frames – scheduled maintenance only		X	
Wiring – cable TV	X		
Wiring – electrical – serving individual Unit and if not serviced by provider or Association	X		
Wiring – electrical – serving Association Property or more than one Unit		X	
Wiring – telephone	X		

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EXHIBIT "C-11B" – SIGNATURE VILLAS SPECIAL BENEFITS AREA MAINTENANCE LIST

EXHIBIT "C-12" – SPANISH BAY SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner’s responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner’s obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner’s duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Doors – scheduled painting/staining of exterior surfaces of original front entry door, including door frame		X	
Doors, courtyard – scheduled painting/staining of exterior surfaces of original courtyard door, including trim		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Garage door - scheduled painting/staining of exterior surfaces of original garage door, including door frame		X	
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures bulbs only – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures bulbs only – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures, bulbs – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Stucco – routine painting, maintenance, repair and replacement including routine patching, i.e. filling of minor, cosmetic cracks or holes and excludes replacement of stucco material, on timeframe as determined by the Board		X	
Streets			X
Walls/fences – Common Area and perimeter			X
Wildlife ¹⁶ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		
Wood trim and fascia – scheduled painting		X	

¹⁶ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-13" – THE SUMMIT SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Common Area Improvements (SBA only) - fountain		X	
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures, bulbs – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	

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EXHIBIT "C-13" – THE SUMMIT SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		
Lighting fixtures, bulbs - non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ¹⁷ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

¹⁷ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-14" – TIBURON SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation system – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping –front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures, bulbs – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

EXHIBIT "C-14" – TIBURON SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures, bulbs - non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ¹⁸ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

¹⁸ Owners should contact Animal Control for wildlife removal

EXHIBIT "C-15" – TOLL BROTHERS SPECIAL BENEFITS AREA MAINTENANCE LIST

The Owners of the Lots within the Toll Brothers SBA voted not to change the maintenance, repair and replacement assignments for the various components within the Toll Brothers SBA as are contained in the Declaration of Covenants, Conditions and Restrictions for PGA WEST Fairways, recorded on February 11, 1999, as Document No. 056440, the Amendment of Declaration of Covenants, Conditions and Restrictions for PGA WEST Fairways, recorded on October 13, 1999, as Document No. 1999-453346; the 2009 Amendment to The Declaration Of Covenants, Conditions, And Restrictions For PGA WEST Fairways recorded on July 21, 2009, as Document No. 2009-0375586; the Supplementary Declaration of Covenants, Conditions and Restrictions Phase No. 1 of Toll Brothers at PGA WEST recorded on October 5, 2000, as Document No. 2000-393596; the Supplementary Declaration of Covenants, Conditions and Restrictions Phase No. 2 of Toll Brothers at PGA WEST recorded on December 15, 2000, as Document No. 2000-500219; the Supplementary Declaration of Covenants, Conditions and Restrictions Phase No. 3 of Toll Brothers at PGA WEST recorded on December 15, 2000, as Document No. 2000-500221; the Supplementary Declaration of Covenants, Conditions and Restrictions Phase No. 4 of Toll Brothers at PGA WEST recorded on June 13, 2001, as Document No. 2001-264899; the Supplementary Declaration of Covenants, Conditions and Restrictions Phase No. 5 of Toll Brothers at PGA WEST recorded on June 13, 2001, as Document No. 2001-264897; the Supplementary Declaration of Covenants, Conditions and Restrictions Phase No. 6 of Toll Brothers at PGA WEST recorded on August 31, 2001, as Document No. 2001-425927; and the Supplementary Declaration of Covenants, Conditions and Restrictions Phase No. 7 of Toll Brothers at PGA WEST recorded on August 31, 2001, as Document No. 2001-425929, all of which have been recorded the Official Records of the County Recorder of Riverside County.

Consequently, the maintenance, repair and replacement obligations that are assigned to the Association, the Toll Brothers SBA, and the Owners in the Toll Brothers SBA in the above referenced documents will continue to apply despite anything to the contrary in this Restated Declaration unless and until the Owners in the Toll Brothers SBA amend this Restated Declaration to change the specific maintenance, repair and replacement obligations for Toll Brothers SBA or amend the Supplementary Declarations applicable to the Toll Brothers SBA.

The following matrix reflects the maintenance, repair and replacement obligations for the items within the Toll Brothers SBA for which the Association and the SBA are responsible in accordance with the above referenced documents.

COMPONENT(S)	OWNER	SBA	ASSOC.
Lot, Dwelling and all Improvements on the Lot, unless specifically assigned to SBA or Association	X		
Cable TV			X
Landscaping – front, side, and rear yards and courtyard on Lot, including trees		X	

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

EXHIBIT "C-15" – TOLL BROTHERS SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures – maintenance of bulbs for address and garage lighting fixture		X	
Lighting fixtures – repair and replacement of front tree floodlights		X	

EXHIBIT "C-16" – TURNBERRY SPECIAL BENEFITS AREA MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners, the Association, and the SBA are responsible in accordance with Section 7.2 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 9.3 of the Restated Declaration or any other similar provision in the Governing Documents. Each component listed is located on a Lot, within a Dwelling, or is part of a Dwelling unless noted otherwise. It is the Owner's duty to maintain, repair and replace any component that is not specifically listed and is located on a Lot, within a Dwelling or is part of a Dwelling.

COMPONENT(S)	OWNER	SBA	ASSOC.
Cable TV			X
Common Area Improvements as defined in Article 1			X
Drainage systems (e.g., ditches, catch basins, storm drains) – Common Area			X
Drains – on Lot and curb core	X		
Dwelling and Lot, except for component assigned to the Association or SBA	X		
Entry Monument Improvement, if any		X	
Fences/walls – Common Area			X
Insurance – Common Areas			X
Insurance – Lot and Dwelling	X		
Irrigation – front yard on Lot		X	
Landscaping – Common Areas (non-SBA)			X
Landscaping – front yard on Lot		X	
Lighting fixtures – Common Areas (non-SBA)			X
Lighting fixtures – in ground front yard lighting fixtures on Lot		X	
Lighting fixtures, bulbs – address and exterior garage lights, including the bulbs for any lighting fixtures installed on front of Dwelling and in ground front yard lighting fixtures on Lot		X	
Lighting fixtures – non-Developer installed in ground front yard lighting fixtures on Lot	X		

AMENDED AND RESTATED DECLARATION – PGA WEST FAIRWAYS

EXHIBIT "C-16" – TURNBERRY SPECIAL BENEFITS AREA MAINTENANCE LIST

COMPONENT(S)	OWNER	SBA	ASSOC.
Lighting fixtures, bulbs - non-Developer installed in ground front yard lighting fixtures on Lot	X		
Mailboxes		X	
Mailboxes – replace lost key or broken lock	X		
Party Walls (located on boundary lines separating two Lots) – shared by the Owners who make use of the Party Wall in equal proportion to such use	X		
Spraying for landscaping pests (bees, hornets, ants, etc.) – front yard		X	
Streets			X
Walls/fences – Common Area			X
Wildlife ¹⁹ (coyotes, skunks, etc.) and/or vermin – removal/extermination on Lot	X		

¹⁹ Owners should contact Animal Control for wildlife removal

EXHIBIT "D" – VOTING AND APPROVAL MATRIX

Item:	Requirement:	Source:	Voter:
Voting Rights			
Class A Owners Other than Time-Share or Fractional Owners	1 vote per each Separate interest	Declaration, Section 4.7	Members
Class B Members	3 votes per each Separate interest and triple the votes allocated to a Time-Share Interest for each Time-Share Interest owned.	Declaration, Section 4.7	Members
Eligible Lenders (when applicable).	1 vote per each Mortgage held	Declaration, 13.4	Eligible Lenders
Fractional Share Owners	1 vote for each Separate Interest. Each fractional interest will have a fractional vote apportioned to each owner in the same proportion that his fractional ownership interest bears to the total number of fractional ownership interests in the Separate Interest	Declaration, Section 4.7	Members
Time-Share Owners	1 vote per each Time-Share Estate. The voting rights apportioned to a Time-Share Owner shall be apportioned to such Time-Share Owner in the proportion that his Time-Share Estate bears to the Time-Share Estates of all Time-Share Owners within the Time-Share Project	Declaration, Section 4.7	Members

Item:	Requirement:	Source:	Voter:
Quorum Requirements for Membership Meetings or Actions without Meeting			
Membership Vote for Board Elections or Removals (Subject to Class C Member's Right of Appointment In Section 4.7 of the Bylaws.)	15% of the Voting Power of the Association	Bylaws, Section 2.7	Members
Increasing Regular or Special Assessment When an Owner Vote is Required	Majority of the votes once quorum established. Quorum for this provision means more than 50% of the Membership	Declaration, Section 5.6.1	Members
Increasing Special Benefit Assessments When an Owner Vote is Required	Majority of the votes in the Special Benefit Area once Quorum is Established. Quorum for this provision means more than 50% of the Membership	Declaration, Section 5.6.1	Members
Membership Vote on other Matters Unless otherwise Provided	No Minimum Quorum Requirement	Bylaws, Section 2.7	Members
Approving Board Actions Set Forth in Section 5.2 of the Bylaws	Majority of the Voting Power	Bylaws, Section 5.2	Members
Calling Special Meetings by Members Of Association	5% of the Voting Power of the Association	Bylaws, Section 2.3.1	Members
Merger or Consolidation with another Association	A majority of the Voting Power of the Members other than Declarant Who Cast Ballots.	Declaration, Section 2.5	Members other than Declarant
Annexation of Real			

Item:	Requirement:	Source:	Voter:
Property When Owner Approval is Required			
While Class B Membership Continues to Exist	Majority of Class A and class B voting power casting ballots	Declaration, Section 2.3.2	Class A and B Members
When Class B Membership has been Converted to Class A Membership	Majority of the voting power of the Association casting ballots and the majority of the total Voting Power of Members other than Declarant casting Ballots	Declaration, Section 2.3.2	Members and Declarant
Amendment to Bylaws and Declaration			
While Class B Membership Continues to Exist	Majority of Class A and class B voting power casting ballots	Bylaws, Article 10; Declaration Section 15.1	Class A and B Members
When Class B Membership has been Converted to Class A Membership	Majority of the voting power of the Association casting ballots and the majority of the total Voting Power of Members other than Declarant casting Ballots	Bylaws, Article 10; Declaration, Section 15.1	Members and Declarant
Amendments Solely to Any Portion of Exhibit “C” to the Declaration or a Supplementary Declaration solely for the Benefit of a Special Benefits Area or the Owners therein			
While Class B membership continues to exist	Majority of Class A and Class B voting power within the Special Benefits Area casting Ballots	Declaration, Section 15.2	Class A and B Members within the Special Benefits Area

Item:	Requirement:	Source:	Voter:
When Class B membership has been converted to Class A membership	Majority of the voting power within the Special Benefits Area casting ballots and the majority of the total Voting Power of Members within the Special Benefits Area other than Declarant casting Ballots	Declaration, Section 15.2	Members and Declarant within the Special Benefits Area