

## MEMBER DRAFT 9/26/2019

RECORDING REQUESTED BY  
AND  
WHEN RECORDED MAIL TO:

SUNRISE HOMEOWNERS  
ASSOCIATION  
c/o

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNRISE HOMEOWNERS ASSOCIATION

#### NOTICE

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 California 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.

---

SUNRISE HOMEOWNERS  
ASSOCIATION

MEMBER DRAFT 9/26/2019

AMENDED AND RESTATED  
DECLARATION

© 2019 Berding & Weil LLP • 2175 N California Blvd Suite 500 • Walnut Creek, California 94596 • 925/838-2090  
All rights reserved. No part of this document may be reproduced without prior written consent of Berding & Weil LLP, except for use by Sunrise Homeowners Association for Association purposes. All other uses are expressly prohibited.

**TABLE OF CONTENTS TO  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SUNRISE HOMEOWNERS ASSOCIATION**

	<b>Page Number</b>
<a href="#"><u>RECITALS OF BACKGROUND FACTS, DECLARATIONS</u></a> .....	1
ARTICLE 1 <a href="#"><u>DEFINITIONS</u></a> .....	2
1.1 <a href="#"><u>Additional Charges</u></a> .....	2
1.2 <a href="#"><u>Annual Assessment</u></a> .....	2
1.3 <a href="#"><u>Architectural Committee</u></a> .....	3
1.4 <a href="#"><u>Articles of Incorporation</u></a> .....	3
1.5 <a href="#"><u>Assessments</u></a> .....	3
1.6 <a href="#"><u>Association</u></a> .....	3
1.7 <a href="#"><u>Board of Directors</u></a> .....	3
1.8 <a href="#"><u>Bylaws</u></a> .....	3
1.9 <a href="#"><u>City</u></a> .....	3
1.10 <a href="#"><u>Civil Code</u></a> .....	3
1.11 <a href="#"><u>Common Area</u></a> .....	3
1.12 <a href="#"><u>Contract Purchaser / Contract Seller</u></a> .....	3
1.13 <a href="#"><u>Corporations Code</u></a> .....	3
1.14 <a href="#"><u>County</u></a> .....	3
1.15 <a href="#"><u>Declaration</u></a> .....	4
1.16 <a href="#"><u>Development</u></a> .....	4
1.17 <a href="#"><u>Dwelling</u></a> .....	4
1.18 <a href="#"><u>Enforcement Assessment</u></a> .....	4
1.19 <a href="#"><u>First Mortgage / First Mortgagee</u></a> .....	4
1.20 <a href="#"><u>Governing Documents</u></a> .....	4
1.21 <a href="#"><u>Individual Delivery / Individual Notice</u></a> .....	4
1.22 <a href="#"><u>Lot</u></a> .....	4
1.23 <a href="#"><u>Maintenance</u></a> .....	5
1.24 <a href="#"><u>Majority of a Quorum</u></a> .....	5
1.25 <a href="#"><u>Member</u></a> .....	5
1.26 <a href="#"><u>Member in Good Standing</u></a> .....	5
1.27 <a href="#"><u>Mortgage / Mortgagee</u></a> .....	5
1.28 <a href="#"><u>Owner</u></a> .....	5
1.29 <a href="#"><u>Party Fence</u></a> .....	5
1.30 <a href="#"><u>Prohibited Vehicle</u></a> .....	5
1.31 <a href="#"><u>Reimbursement Assessment</u></a> .....	5
1.32 <a href="#"><u>Repair</u></a> .....	5
1.33 <a href="#"><u>Replacement</u></a> .....	6

1.34	<a href="#">Resident</a>	6
1.35	<a href="#">Restricted Vehicle</a>	6
1.36	<a href="#">Rules</a>	6
1.37	<a href="#">Special Assessment</a>	6
1.38	<a href="#">Subdivision Map</a>	6
1.39	<a href="#">Total Voting Power</a>	6
ARTICLE 2	<a href="#">HOMEOWNERS ASSOCIATION</a>	6
2.1	<a href="#">Management and Operation; Bylaws</a>	6
2.2	<a href="#">Legal Standing</a>	7
2.3	<a href="#">Membership</a>	7
2.4	<a href="#">Voting</a>	7
2.5	<a href="#">Association Rules</a>	7
ARTICLE 3	<a href="#">PROPERTY SUBJECT TO THIS DECLARATION</a>	7
3.1	<a href="#">Legal Description</a>	7
3.2	<a href="#">Classification of Property</a>	8
3.3	<a href="#">Ownership Interest; No Separate Conveyance</a>	8
3.4	<a href="#">Undivided Interests Cannot Be Changed</a>	8
3.5	<a href="#">No Partition</a>	8
3.6	<a href="#">New Capital Improvements</a>	8
3.7	<a href="#">Dedication, Sell or Transfer Common Area to Public Agencies/Utilities/Other Person or Entity</a>	8
ARTICLE 4	<a href="#">MECHANIC'S LIENS; EASEMENTS</a>	9
4.1	<a href="#">Mechanic's Lien Against Common Area</a>	9
4.2	<a href="#">Easements in General</a>	9
4.3	<a href="#">Owner's Non-exclusive Easements of Enjoyment</a>	9
4.4	<a href="#">Utility Easements</a>	10
4.5	<a href="#">Easements, Licenses, Rights-of-Way in General</a>	11
4.6	<a href="#">Board's Power to Grant Easements and Licenses to Owners</a>	11
ARTICLE 5	<a href="#">USE RESTRICTIONS</a>	11
5.1	<a href="#">Use of Common Area Generally</a>	11
5.2	<a href="#">No Alteration of Common Area</a>	11
5.3	<a href="#">No Obstruction of Common Area</a>	11
5.4	<a href="#">No Smoking in Common Area</a>	12
5.5	<a href="#">Delegation of Use</a>	12
5.6	<a href="#">Residential Use</a>	12
5.7	<a href="#">Restriction on Businesses</a>	12
5.7.1	<a href="#">Types of Businesses Allowed</a>	12

5.7.2	<a href="#"><u>Indemnification Regarding Business Activity</u></a>	13
5.8	<a href="#"><u>Compliance with Laws</u></a>	13
5.9	<a href="#"><u>Unlawful Conduct, Nuisances, Noise</u></a>	13
5.10	<a href="#"><u>Conditions Affecting Insurance</u></a>	14
5.11	<a href="#"><u>Requirement of Architectural Approval</u></a>	14
5.12	<a href="#"><u>Animals</u></a>	14
5.12.1	<a href="#"><u>No Commercial Purposes</u></a>	14
5.12.2	<a href="#"><u>Number of Pets</u></a>	14
5.12.3	<a href="#"><u>No Pets in Common Area</u></a>	14
5.12.4	<a href="#"><u>No Outside Feeding of Animals</u></a>	14
5.12.5	<a href="#"><u>Responsibility for Animals</u></a>	14
5.12.6	<a href="#"><u>Indemnification Regarding Animals</u></a>	15
5.12.7	<a href="#"><u>Pet and Animal Rules</u></a>	15
5.13	<a href="#"><u>Trash Disposal</u></a>	15
5.14	<a href="#"><u>Construction Materials Construction Debris</u></a>	15
5.15	<a href="#"><u>Signs, Banners, Flags</u></a>	15
5.16	<a href="#"><u>Vehicles and Parking</u></a>	16
5.16.1	<a href="#"><u>Parking</u></a>	16
5.16.2	<a href="#"><u>Prohibited Vehicles</u></a>	17
5.16.3	<a href="#"><u>Restricted Vehicles</u></a>	17
5.16.4	<a href="#"><u>Permitted Vehicle Signs</u></a>	17
5.16.5	<a href="#"><u>Vehicle Repairs</u></a>	17
5.16.6	<a href="#"><u>Parking Enforcement</u></a>	17
5.17	<a href="#"><u>Garages</u></a>	18
5.18	<a href="#"><u>Conformance of Structures to Law</u></a>	18
5.19	<a href="#"><u>Residential Use of Incidental Structures</u></a>	18
ARTICLE 6	<a href="#"><u>RENTING OR LEASING</u></a>	18
6.1	<a href="#"><u>Requirements for Renting</u></a>	18
6.1.1	<a href="#"><u>Written Lease</u></a>	18
6.1.2	<a href="#"><u>No Subletting</u></a>	18
6.1.3	<a href="#"><u>Copy of Lease</u></a>	18
6.1.4	<a href="#"><u>Provide Governing Documents to Tenants</u></a>	19
6.1.5	<a href="#"><u>House Sitters</u></a>	19
6.1.6	<a href="#"><u>Owner's Contact Information</u></a>	19
6.2	<a href="#"><u>Notice of Non-Owner Occupants</u></a>	19
6.3	<a href="#"><u>No Transient Rentals</u></a>	19
6.4	<a href="#"><u>No Vacation Clubs; No Time Share Arrangements</u></a>	19

6.5	<a href="#">Implementation</a>	20
6.6	<a href="#">Indemnification Regarding Tenant’s Actions</a>	20
ARTICLE 7	<a href="#">ARCHITECTURAL APPROVAL</a>	20
7.1	<a href="#">Prior Architectural Approval Required</a>	20
7.2	<a href="#">Some Common Architectural Concerns</a>	20
7.2.1	<a href="#">Exterior Painting</a>	21
7.2.2	<a href="#">Satellite Dishes</a>	21
7.2.3	<a href="#">Masts, Poles, Towers, Other Projections</a>	21
7.2.4	<a href="#">Accessory Dwelling Units</a>	21
7.2.5	<a href="#">Temporary Structures</a>	21
7.3	<a href="#">Building Construction Requirements</a>	21
7.3.1	<a href="#">Residential Structures</a>	21
7.3.2	<a href="#">Setbacks</a>	21
7.3.3	<a href="#">Size of Residential Structures</a>	22
7.4	<a href="#">Architectural Rules</a>	22
7.4.1	<a href="#">In General</a>	22
7.4.2	<a href="#">Roofs</a>	22
7.5	<a href="#">Establishment and Composition of Architectural Committee</a>	22
7.6	<a href="#">Duties and Authority of Architectural Committee</a>	22
7.7	<a href="#">Meetings, Minutes, Reimbursement</a>	23
7.8	<a href="#">Preliminary Consultation with Architectural Committee Prior to Submitting Application</a>	23
7.9	<a href="#">Written Request for Architectural Committee’s Approval</a>	23
7.10	<a href="#">Fees; Professional Consultants</a>	23
7.11	<a href="#">Meetings</a>	24
7.12	<a href="#">Basis for Decisions; Good Faith</a>	24
7.13	<a href="#">Decisions in Writing; Timely Decision; Reasonable Conditions</a>	24
7.14	<a href="#">Disapproval by Architectural Committee Due to Variance Issue</a>	25
7.15	<a href="#">Consideration by Board</a>	25
7.16	<a href="#">Failure of Architectural Committee or Board to Make Timely Decision</a>	25
7.17	<a href="#">Failure to Obtain Required Approval</a>	25
7.18	<a href="#">Commencement of Approved Work</a>	26
7.19	<a href="#">Completion; Extension of Deadline</a>	26
7.20	<a href="#">Notice of Completion; Inspection of Completed Work</a>	26
7.21	<a href="#">Notice of Non-conformity</a>	27

7.22	<a href="#">Failure to Remedy Non-conformity</a>	27
7.23	<a href="#">Non-waiver</a>	27
7.24	<a href="#">Estoppel Certificate</a>	27
7.25	<a href="#">Disclaimer of Liability</a>	28
7.26	<a href="#">Compliance with Governmental Requirements</a>	28
ARTICLE 8	<a href="#">ASSESSMENTS AND LIENS</a>	29
8.1	<a href="#">Covenant of Owner</a>	29
8.1.1	<a href="#">Association's Power to Collect</a>	29
8.1.2	<a href="#">Assessments Are a Personal Obligation</a>	29
8.1.3	<a href="#">Obligation Runs with the Land</a>	29
8.1.4	<a href="#">Owner's Liability After Transfer</a>	29
8.2	<a href="#">Creation of Lien</a>	29
8.2.1	<a href="#">Lien Is Continuing</a>	30
8.2.2	<a href="#">Priority of Association's Assessment Liens</a>	30
8.3	<a href="#">Purpose of Assessments</a>	30
8.4	<a href="#">Funds to be Held in Association's Name</a>	30
8.5	<a href="#">Funds Held in Trust for Owners</a>	30
8.6	<a href="#">Authority of the Board to Levy Assessments</a>	31
8.7	<a href="#">Annual Assessment</a>	31
8.7.1	<a href="#">Calculation of Estimated Requirement</a>	31
8.7.2	<a href="#">Allocation of Annual Assessment</a>	31
8.7.3	<a href="#">Payment of Annual Assessment</a>	31
8.7.4	<a href="#">Notice of Annual Assessment</a>	31
8.7.5	<a href="#">Permitted Increase in Annual Assessment</a>	31
8.7.6	<a href="#">Revised Annual Assessment</a>	32
8.7.7	<a href="#">Failure to Fix Annual Assessment</a>	32
8.8	<a href="#">Special Assessments</a>	32
8.8.1	<a href="#">Purpose of Special Assessments</a>	32
8.8.2	<a href="#">Permitted Amount of Special Assessments</a>	33
8.8.3	<a href="#">Allocation of Special Assessments</a>	33
8.8.4	<a href="#">Notice of Special Assessment</a>	33
8.8.5	<a href="#">Payment of Special Assessments; Cost of Payment Plans</a>	33
8.9	<a href="#">Reimbursement Assessments</a>	33
8.10	<a href="#">Enforcement Assessments</a>	34
8.11	<a href="#">No Offsets</a>	34

8.12	<a href="#"><u>Bad Checks</u></a> .....	34
8.13	<a href="#"><u>Delinquent Assessments; Acceleration in the Event of Delinquency</u></a> .....	34
8.14	<a href="#"><u>Enforcement by Action at Law or Foreclosure</u></a> .....	35
8.14.1	<a href="#"><u>Pre-lien Notice</u></a> .....	35
8.14.2	<a href="#"><u>Prior to Recording a Lien</u></a> .....	35
8.14.3	<a href="#"><u>Owner's Right to Discuss Payment Plan</u></a> .....	35
8.14.4	<a href="#"><u>Notice of Delinquent Assessment</u></a> .....	36
8.14.5	<a href="#"><u>Delinquent Assessments of Less Than \$1,800</u></a> .....	36
8.14.6	<a href="#"><u>Initiating Foreclosure</u></a> .....	36
8.14.7	<a href="#"><u>Amount Due and Payable</u></a> .....	36
8.14.8	<a href="#"><u>Notice of Initiating Foreclosure</u></a> .....	36
8.15	<a href="#"><u>Power of Sale</u></a> .....	37
8.16	<a href="#"><u>Right of Redemption</u></a> .....	37
8.17	<a href="#"><u>Remedies Are Cumulative</u></a> .....	37
8.18	<a href="#"><u>Partial Payments</u></a> .....	37
8.19	<a href="#"><u>Certificate of Satisfaction and Release of Lien</u></a> .....	37
8.20	<a href="#"><u>Subordination to Lien of First Mortgage</u></a> .....	37
8.21	<a href="#"><u>Waiver of Exemptions</u></a> .....	38
8.22	<a href="#"><u>Property Exempt from Assessments</u></a> .....	38
ARTICLE 9	<a href="#"><u>MAINTENANCE OF PROPERTY</u></a> .....	38
9.1	<a href="#"><u>Association's Responsibility for Common Area Generally</u></a> .....	38
9.1.1	<a href="#"><u>Landscaping; Janitorial; Painting</u></a> .....	38
9.1.2	<a href="#"><u>Common Area Utilities and Services; Utility Laterals</u></a> .....	39
9.1.3	<a href="#"><u>Common Area Fences</u></a> .....	39
9.1.4	<a href="#"><u>Employees or Independent Contractors</u></a> .....	39
9.2	<a href="#"><u>Owner's Responsibility for Maintenance</u></a> .....	39
9.2.1	<a href="#"><u>Owner's Responsibility for Lots</u></a> .....	39
9.2.2	<a href="#"><u>Maintenance of Utility Easements</u></a> .....	39
9.2.3	<a href="#"><u>Owner's Responsibility for Party Fences</u></a> .....	39
9.2.4	<a href="#"><u>Utility Lateral Lines</u></a> .....	40
9.2.5	<a href="#"><u>Owner's Cooperation</u></a> .....	40
9.2.6	<a href="#"><u>Compliance with Architectural Provisions</u></a> .....	40
9.3	<a href="#"><u>Wood Destroying Organisms</u></a> .....	40
9.4	<a href="#"><u>Acceptance of Condition of Lot</u></a> .....	40
9.5	<a href="#"><u>Board's Discretion to Require Maintenance</u></a> .....	40
9.6	<a href="#"><u>Authority for Entry of Lot</u></a> .....	41

9.7	<a href="#"><u>Limitation of Association Liability</u></a>	41
9.8	<a href="#"><u>Owner’s Liability to Association for Negligent Damage</u></a>	41
ARTICLE 10	<a href="#"><u>PARTY FENCES</u></a>	41
10.1	<a href="#"><u>Party Fence Defined</u></a>	41
10.2	<a href="#"><u>General Rules of Law to Apply</u></a>	41
10.3	<a href="#"><u>Sharing of Maintenance, Repair, and Replacement Costs</u></a>	41
10.4	<a href="#"><u>Right to Contribution Runs with Land</u></a>	42
10.5	<a href="#"><u>Party Fence Disputes</u></a>	42
ARTICLE 11	<a href="#"><u>INSURANCE</u></a>	42
11.1	<a href="#"><u>Insurance Coverage to Be Maintained by Association</u></a>	42
11.2	<a href="#"><u>Common Area Hazard Insurance to Be Maintained by Association</u></a>	42
11.2.1	<a href="#"><u>Policy Endorsements</u></a>	42
11.3	<a href="#"><u>General Liability Insurance to Be Maintained by Association</u></a>	43
11.3.1	<a href="#"><u>Scope of Coverage</u></a>	43
11.3.2	<a href="#"><u>Other Provisions</u></a>	44
11.4	<a href="#"><u>Other Insurance to Be Maintained by Association</u></a>	45
11.4.1	<a href="#"><u>Directors’ and Officers’ Insurance</u></a>	45
11.4.2	<a href="#"><u>Workers’ Compensation Insurance</u></a>	45
11.4.3	<a href="#"><u>Fidelity Bond</u></a>	45
11.4.4	<a href="#"><u>Other Insurance</u></a>	45
11.5	<a href="#"><u>Insurance to Be Maintained by Owner</u></a>	45
11.5.1	<a href="#"><u>No Overlapping Coverage</u></a>	46
11.5.2	<a href="#"><u>Other Owner-maintained Insurance</u></a>	46
11.5.3	<a href="#"><u>Evidence of Insurance; No Obligation of Association</u></a>	46
11.6	<a href="#"><u>Insurance Proceeds</u></a>	47
11.7	<a href="#"><u>Responsibility for Payment of Deductible</u></a>	47
11.8	<a href="#"><u>Owner’s Liability for Conditions Affecting Insurance</u></a>	47
11.9	<a href="#"><u>Insurance Carriers</u></a>	47
11.10	<a href="#"><u>Annual Review of Policies</u></a>	47
11.11	<a href="#"><u>Coverage Not Available; Disclaimer</u></a>	47
11.12	<a href="#"><u>Copies of Policies</u></a>	48
11.13	<a href="#"><u>Adjustment of Losses</u></a>	48
11.14	<a href="#"><u>Premiums</u></a>	48

ARTICLE 12	<u>DAMAGE OR DESTRUCTION; CONDEMNATION</u>	48
12.1	<u>Emergency Repairs</u>	48
12.2	<u>Damage to Common Area</u>	48
12.2.1	<u>Amount of Insurance Proceeds</u>	49
12.2.2	<u>Bids</u>	49
12.2.3	<u>Sufficient Proceeds</u>	49
12.2.4	<u>Excess Insurance Proceeds</u>	49
12.2.5	<u>Insufficient Proceeds; Decision Not to Repair</u>	49
12.2.6	<u>Alternative Repair Plan</u>	49
12.3	<u>Rebuilding or Repair of Improvements on a Lot</u>	50
12.3.1	<u>Owner to Repair</u>	50
12.3.2	<u>Commencement and Completion of Repair</u>	50
12.3.3	<u>Insufficient Insurance Proceeds</u>	50
12.3.4	<u>Destruction; Failure to Timely Repair</u>	50
12.4	<u>Condemnation of Common Area</u>	50
12.4.1	<u>Association to Represent Owners</u>	50
12.4.2	<u>Condemnation Award</u>	50
12.5	<u>Condemnation of Lots</u>	51
12.5.1	<u>Total Condemnation of Lot</u>	51
12.5.2	<u>Partial Condemnation of Lot</u>	51
12.5.3	<u>Rights of Association</u>	51
12.6	<u>Revision of Documents</u>	51
ARTICLE 13	<u>ENFORCEMENT; NOTICE; HEARINGS</u>	51
13.1	<u>Violations as Nuisance</u>	51
13.2	<u>Violation of Law Is a Violation of the Declaration</u>	52
13.3	<u>Owner's Responsibility for Conduct and Damages</u>	52
13.4	<u>No Avoidance</u>	52
13.5	<u>Enforcement Rights Are Cumulative</u>	52
13.6	<u>Injunctions</u>	53
13.7	<u>Limitation on Association's Disciplinary Rights</u>	53
13.8	<u>Imposing Sanctions</u>	53
13.8.1	<u>Loss of Good Standing</u>	53
13.8.2	<u>Suspension of Other Rights</u>	53
13.8.3	<u>Monetary Penalties (Fines)</u>	54
13.8.4	<u>Monthly Sanctions for Continuing Violations</u>	54

13.8.5	<a href="#">Reimbursement Assessment Not a Sanction</a>	54
13.9	<a href="#">Investigation of Complaints</a>	54
13.10	<a href="#">Written Notice of Violation</a>	54
13.11	<a href="#">Notices: Content, Delivery</a>	54
13.11.1	<a href="#">Content of Notice of Violation</a>	55
13.11.2	<a href="#">Delivery of Notice</a>	55
13.11.3	<a href="#">Owner's Address for Notice</a>	55
13.11.4	<a href="#">Notice to Co-Owners or Residents</a>	55
13.12	<a href="#">Hearing Called by the Board; Executive Session; Open Meeting</a>	56
13.13	<a href="#">Owner's Request for Hearing</a>	56
13.14	<a href="#">Notice of Hearing Decisions</a>	56
13.15	<a href="#">Enforcement by Association in Emergency Situations</a>	57
13.15.1	<a href="#">Definition of Emergency Situation</a>	57
13.15.2	<a href="#">Immediate Corrective Action</a>	57
13.16	<a href="#">Internal Dispute Resolution</a>	57
13.16.1	<a href="#">Fair, Reasonable, and Expeditious Procedure</a>	57
13.16.2	<a href="#">Statutory Default Procedures</a>	58
13.16.3	<a href="#">Alternative Dispute Resolution May Also Apply</a>	58
13.16.4	<a href="#">Annual Description of Internal Dispute Resolution Process</a>	58
13.17	<a href="#">Alternative Dispute Resolution Before Initiating Lawsuit</a>	58
13.17.1	<a href="#">Annual Summary of ADR Process</a>	58
13.17.2	<a href="#">When ADR Applies</a>	59
13.17.3	<a href="#">Statutory ADR Process</a>	59
13.18	<a href="#">Non-waiver of Enforcement</a>	59
13.19	<a href="#">Costs and Attorney Fees</a>	59
ARTICLE 14	<a href="#">AMENDMENT</a>	60
14.1	<a href="#">Required Approval</a>	60
14.2	<a href="#">Amendment Must Be Recorded</a>	60
14.3	<a href="#">Presumption of Validity</a>	60
ARTICLE 15	<a href="#">GENERAL PROVISIONS</a>	60
15.1	<a href="#">Headings</a>	60
15.2	<a href="#">Severability</a>	60

15.3	<a href="#">Liberal Construction</a>	60
15.4	<a href="#">Amendment to Referenced Statutes; Time for Performance</a>	61
15.5	<a href="#">Number; Gender</a>	61
15.6	<a href="#">Exhibits</a>	61
15.7	<a href="#">Power of Attorney</a>	61
15.8	<a href="#">Term</a>	61

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SUNRISE HOMEOWNERS ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made on the date set forth at the end of this document by SUNRISE HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (referred to in this document as the "Association").

**RECITALS OF BACKGROUND FACTS; DECLARATIONS**

A. This Amended and Restated Declaration is made with reference to that certain AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNRISE HOMEOWNERS ASSOCIATION, dated September 28, 1993, and recorded on October 19, 1993, as Document No. 931019-2859, in the Official Records of Sacramento County, State of California (the "1993 Declaration").

B. The 1993 Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with, and are binding upon all parties having or acquiring any right, title, or interest in, that certain real property located in the County of Sacramento, State of California, and more particularly described as follows:

Lots 13 through 106, inclusive, as shown on that certain map entitled "Plat of Tempo Unit No. 2" filed for record on September 12, 1972, in Book 91 of Maps, at Page 19, in the Official Records of Sacramento County, State of California;

Lots 107 through 186, inclusive, Lots 189 through 204, inclusive, and Lots 207 through 242, inclusive, as shown on that certain map entitled "Plat of Tempo Unit No. 3" filed for record on March 5, 1973, in Book 92 of Maps, at Page 22, in the Official Records of Sacramento County, State of California;

and

1 Common Area Lots 187, 188, 205 and 206, as shown  
2 on that certain map entitled "Plat of Tempo Unit No. 3"  
3 filed for record on March 5, 1973, in Book 92 of Maps,  
4 at Page 22, in the Official Records of Sacramento  
5 County, State of California.  
6

- 7 C. THE [MEMBERS](#), constituting at least a majority of the [Total Voting Power](#) of the  
8 [Association](#), desire to amend, modify, and otherwise change the 1993  
9 Declaration as amended pursuant to ARTICLE XI, SECTION 11.1 thereof, and  
10 DO HEREBY DECLARE that the 1993 Declaration as amended shall be, and it is  
11 hereby, AMENDED AND RESTATED IN ITS ENTIRETY as set forth in the within  
12 Amended and Restated Declaration of Covenants, Conditions and Restrictions of  
13 Sunrise Homeowners Association.  
14
- 15 D. IT IS FURTHER HEREBY DECLARED that all of the real property described in  
16 [Recital Paragraph B](#), above, constitutes a planned development within the  
17 meaning of [Section 4175 of the California Civil Code](#).  
18
- 19 E. IT IS FURTHER HEREBY DECLARED that all of the real property described in  
20 [Recital Paragraph B](#), above, is and shall be held, owned, operated, managed,  
21 conveyed, hypothecated, encumbered, leased, used, occupied, and improved  
22 subject to the following covenants, conditions, and restrictions set forth herein, all  
23 of which are declared and agreed to be in furtherance of a plan and purpose of  
24 protecting, preserving, and enhancing the value, desirability, and attractiveness  
25 of the said real property and every part thereof, and of fostering the development,  
26 management, improvement, enjoyment, and sale of the said real property and  
27 any part thereof.  
28
- 29 F. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and  
30 restrictions set forth herein shall constitute enforceable equitable servitudes as  
31 provided in [California Civil Code section 5975](#), shall constitute covenants that  
32 shall run with the said real property, and shall be binding upon and inure to the  
33 benefit of each [Owner](#) of any portion of the said real property or the owner or  
34 holder of any interest or estate therein and their heirs, successors, and assigns.  
35  
36

## 37 **ARTICLE 1**                    **DEFINITIONS**

---

- 38
- 39 1.1 [Additional Charges](#). "Additional Charges" shall mean all costs, fees, charges,  
40 and expenditures including, but not limited to, interest, late charges, attorney  
41 fees, recording and filing fees, and all other costs actually incurred by the  
42 [Association](#) in collecting and/or enforcing payment of [Assessments](#).  
43
- 44 1.2 [Annual Assessment](#). "Annual Assessment" shall have the meaning set forth in  
45 [Section 8.7](#) ("[Annual Assessment](#)").

- 1  
2 1.3 Architectural Committee. “Architectural Committee” shall mean the committee, if  
3 any, appointed pursuant to [Article 7 \(“Architectural Approval”\)](#).  
4
- 5 1.4 Articles of Incorporation. “Articles of Incorporation” shall mean the Amended and  
6 [Restated Articles of Incorporation of Sunrise Homeowners Association](#), as they  
7 may be amended from time to time, and as filed with the Office of the Secretary  
8 of State of California.  
9
- 10 1.5 Assessments. “Assessments” shall mean any or all of the following: [Annual](#)  
11 [Assessments](#), [Special Assessments](#), [Reimbursement Assessments](#), and  
12 [Enforcement Assessments](#).  
13
- 14 1.6 Association. “Association” shall mean Sunrise Homeowners Association, a  
15 California nonprofit mutual benefit corporation, its successors and assigns.  
16
- 17 1.7 Board of Directors. “Board of Directors” or “Board” shall mean the governing  
18 body of the [Association](#).  
19
- 20 1.8 Bylaws. “Bylaws” shall mean the [Amended and Restated Bylaws of the](#)  
21 [Association](#) as they shall be duly adopted by the [Board of Directors](#) and the  
22 [Members](#) and any duly-adopted amendments thereof.  
23
- 24 1.9 City. “City” shall mean the City of Citrus Heights.  
25
- 26 1.10 Civil Code. “*Civil Code*” shall mean the California *Civil Code* as amended from  
27 time to time.  
28
- 29 1.11 Common Area. “Common Area” shall mean all real property and the  
30 improvements thereon owned or held by the [Association](#) from time to time for the  
31 common use and enjoyment of the [Owners](#) and [Residents](#) of the [Development](#).  
32 The Common Area comprises [Lots](#) 188, 187, 205 and 206 as shown on that  
33 certain [Subdivision Map](#) entitled “Plat of Tempo Unit No. 3” and the  
34 improvements thereon, and includes, without limitation, a swimming pool, wading  
35 pool, pump house, pool house, cabana and open space.  
36
- 37 1.12 Contract Purchaser / Contract Seller. “Contract Purchaser” and “Contract Seller”  
38 shall mean the purchaser and the seller, respectively, under an installment land  
39 contract in which title to the property is transferred after the final installment  
40 payment is made.  
41
- 42 1.13 Corporations Code. “*Corporations Code*” shall mean the California *Corporations*  
43 *Code* as amended from time to time.  
44
- 45 1.14 County. “County” shall mean the County of Sacramento.

- 1  
2 1.15 Declaration. “Declaration” shall mean this Amended and Restated Declaration of  
3 Covenants, Conditions and Restrictions of Sunrise Homeowners Association,  
4 recorded in the Office of the County Recorder of Sacramento County, State of  
5 California, and any duly-recorded amendments thereof.  
6  
7 1.16 Development. “Development” shall mean all the real property described in this  
8 Declaration comprising the Sunrise planned development and any additional real  
9 property as may hereafter be brought within the jurisdiction of the Association.  
10  
11 1.17 Dwelling. “Dwelling” shall mean a structure designed for human residential use  
12 and occupancy which is located upon a Lot.  
13  
14 1.18 Enforcement Assessment. “Enforcement Assessment” shall have the meaning  
15 set forth in Section 8.10 (“Enforcement Assessment”).  
16  
17 1.19 First Mortgage / First Mortgagee. “First Mortgage” shall mean a Mortgage that  
18 has first priority over all other Mortgages. “First Mortgagee” shall mean the  
19 beneficiary under a First Mortgage.  
20  
21 1.20 Governing Documents. “Governing Documents” shall mean the Articles of  
22 Incorporation, Bylaws, Declaration, and Rules.  
23  
24 1.21 Individual Delivery / Individual Notice. “Individual Delivery” or “Individual Notice”  
25 shall mean delivery to a Member or Members by one (1) of the following  
26 methods, as provided in Civil Code section 4040:  
27  
28 (a) By first-class mail with postage prepaid, registered or certified mail,  
29 express mail, or overnight delivery by an express service carrier,  
30 addressed to the recipient at such recipient’s address last shown on the  
31 books of the Association, or  
32  
33 (b) By email, facsimile, or other electronic means if the recipient has  
34 consented, in writing or by email, to that method of delivery. The consent  
35 may be revoked, in writing or by email, by the recipient. Delivery by  
36 electronic transmission must also comply with Corporations Code sections  
37 20 and 21. Among other things, Section 20 of the *Corporations Code*  
38 requires the Association to obtain consent from the person to whom the  
39 document is transmitted to receive it by means of electronic transmission  
40 as well as other technical requirements.  
41  
42 1.22 Lot. “Lot” shall mean any plot of land shown upon any recorded Subdivision Map  
43 of the Development upon which a Dwelling has been constructed, but excluding  
44 the Common Area. There are two hundred and twenty-six (226) Lots in the  
45 Development.

- 1  
2 1.23 Maintenance. “Maintenance” or to “maintain” (whether the term is capitalized or not)  
3 shall mean the act of caring for property and keeping it in its existing state,  
4 preserving it from failure or deterioration, including painting, caulking, cleaning, and  
5 minor, non-structural upkeep. In the case of landscaping, “maintenance” or to  
6 “maintain” shall mean regular fertilizing, irrigation, pruning, and other garden  
7 management practices necessary to promote healthy plant growth free of weeds or  
8 dead or dying plants.  
9
- 10 1.24 Majority of a Quorum. “Majority of a Quorum” shall mean a majority of the votes cast  
11 in any lawful vote or election by the Members in which the number of ballots cast  
12 equals or exceeds the number required to establish a quorum as provided in Section  
13 4.6 of the Bylaws (“Quorum Requirements”).  
14
- 15 1.25 Member. “Member” shall mean an Owner.  
16
- 17 1.26 Member in Good Standing. “Member in Good Standing” shall mean a Member of  
18 the Association who is current in the payment of all Assessments and Additional  
19 Charges imposed in accordance with the Governing Documents, and who is in  
20 compliance with all of the provisions of the Governing Documents. A Member shall  
21 be deemed to be in Good Standing unless, after notice and an opportunity for  
22 hearing, pursuant to Article 13 (“Enforcement; Notice; Hearings”), the Board has  
23 found the Member to be not in Good Standing and has so notified the Member in  
24 accordance with Civil Code section 5855.  
25
- 26 1.27 Mortgage / Mortgagee. “Mortgage” shall mean a duly-recorded deed of trust or  
27 mortgage in the conventional sense encumbering a Lot. “Mortgagee” shall mean a  
28 beneficiary under a Mortgage.  
29
- 30 1.28 Owner. “Owner” shall mean the record owner, whether one (1) or more persons or  
31 entities, of the fee simple title to any Lot, including Contract Sellers but excluding  
32 Contract Purchasers, and excluding those persons having such interest merely as  
33 security for the performance of an obligation.  
34
- 35 1.29 Party Fence. See Section 10.1 (“Party Fence Defined”).  
36
- 37 1.30 Prohibited Vehicle. See Section 5.16.2 (“Prohibited Vehicles”).  
38
- 39 1.31 Reimbursement Assessment. “Reimbursement Assessment” shall have the  
40 meaning set forth in Section 8.9 (“Reimbursement Assessments”).  
41
- 42 1.32 Repair. “Repair” (whether the term is capitalized or not) shall mean the minor  
43 restoration of property that is torn, broken, or otherwise damaged, or has sustained  
44 wear, tear, or deterioration such that minor restoration is necessary.  
45

- 1 1.33 Replacement. “Replacement” or to “replace” (whether the term is capitalized or  
2 not) shall mean substantial reconstruction, restoration, or substitution of the  
3 whole or a substantial part of property that has deteriorated or has been  
4 damaged or destroyed through usage or through hazard or catastrophe such that  
5 it is no longer useable or serviceable in its current condition. In the case of  
6 landscaping, “replacement” or to “replace” shall mean the removal and replanting  
7 of trees, shrubs, lawns, and other plants that are dead or dying or otherwise not  
8 serviceable or the substitution of plants for hardscape or substitution of  
9 hardscape for plants.
- 10
- 11 1.34 Resident. “Resident” shall mean any person who resides on a Lot within the  
12 Development whether or not such person is an Owner.
- 13
- 14 1.35 Restricted Vehicle. See Section 5.16.3 (“Restricted Vehicles”).
- 15
- 16 1.36 Rules. “Rules” shall mean the policies, rules, and regulations governing the  
17 administration, management, operation, use, and occupancy of the  
18 Development, including the use of the Common Area and facilities, the personal  
19 conduct of Owners and Residents, members of their household, pets, tenants,  
20 invitees, and guests within the Development, enforcement of the Governing  
21 Documents, and any other matter that is within the jurisdiction of the Association,  
22 as adopted, published, or amended by the Board from time to time and subject to  
23 applicable law including Civil Code section 4340 and following.
- 24
- 25 1.37 Special Assessment. “Special Assessment” shall have the meaning set forth in  
26 Section 8.8 (“Special Assessments”).
- 27
- 28 1.38 Subdivision Map. “Subdivision Map” shall mean that certain map entitled “Plat of  
29 Tempo Unit No. 2” filed for record on September 12, 1972, in Book 91 of Maps,  
30 at Page 19, and also that certain map entitled “Plat of Tempo Unit No. 3” filed for  
31 record on March 5, 1973, in Book 92 of Maps, at Page 22, in the Official Records  
32 of Sacramento County, State of California.
- 33
- 34 1.39 Total Voting Power. “Total Voting Power” shall mean the total number of votes of  
35 all Members entitled to vote at a particular time, calculated on the basis of one  
36 (1) vote for each Lot, excluding any Lots as to which an Owner is not then a  
37 Member in Good Standing.
- 38
- 39

## 40 **ARTICLE 2 HOMEOWNERS ASSOCIATION**

---

- 41
- 42 2.1 Management and Operation; Bylaws. The Association is an “association” as  
43 defined in Civil Code section 4080 and as such shall have the power and the  
44 authority to manage and operate the Development in accordance with the  
45 Governing Documents and the provisions of applicable law. The Association

1 shall have all of the powers set forth in the [Governing Documents](#) together with  
2 general power to do any and all things that a nonprofit mutual benefit corporation  
3 may lawfully do under the laws of the State of California, subject only to the  
4 limitations upon the exercise of such powers as are expressly set forth in the  
5 Governing Documents. Provisions concerning the operation of the Association  
6 as a nonprofit mutual benefit corporation are set forth in the [Bylaws](#).

7  
8 2.2 Legal Standing. To the fullest extent permitted by law, including [Civil Code](#)  
9 [section 5980](#), the [Association](#) shall have standing to institute, defend, settle, or  
10 intervene in litigation, arbitration, mediation, or administrative proceedings in its  
11 own name as a real party in interest, and without joining with it the [Owners](#), in  
12 matters pertaining to the following:

- 13  
14 (a) Enforcement of the [Governing Documents](#),
- 15  
16 (b) Damage to the [Common Area](#),
- 17  
18 (c) Damage to the separate interests that the [Association](#) is obligated to  
19 [maintain](#), [repair](#), or [replace](#),
- 20  
21 (d) Damage to a separate interest that arises out of, or is integrally related to,  
22 damage to the [Common Area](#) or separate interests that the [Association](#) is  
23 obligated to [maintain](#), [repair](#), or [replace](#).

24  
25 2.3 Membership. Every [Owner](#) of a [Lot](#) shall be a [Member](#) of the [Association](#) and  
26 shall remain a Member thereof until such time as his or her ownership of such  
27 Lot ceases for any reason. Fee ownership of a Lot shall be the sole qualification  
28 for membership in the Association. Membership shall be appurtenant to and may  
29 not be separated from ownership of a Lot and shall not be transferred,  
30 encumbered, pledged, alienated, or otherwise hypothecated in any way, except  
31 in connection with the sale or encumbrance of the Lot to which it is appurtenant.

32  
33 2.4 Voting. Only [Members in Good Standing](#) (as defined in [Section 1.26](#) (“[Member in](#)  
34 [Good Standing](#)”)) shall be entitled to vote and one (1) vote shall be cast for each  
35 [Lot](#), as more particularly set forth in the [Bylaws](#).

36  
37 2.5 Association Rules. Subject to applicable law including [Civil Code section 4340](#)  
38 and following, regarding notice and procedures, the [Board](#) shall have the power  
39 and the authority to establish, promulgate, amend, repeal, and enforce [Rules](#).

40  
41  
42 **ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION**

---

43  
44 3.1 Legal Description. The property subject to this [Declaration](#) and to the jurisdiction  
45 of the [Association](#) is described in [Recital Paragraph B](#), above.

- 1  
2 3.2 Classification of Property. The property subject to this [Declaration](#) is a planned  
3 development. All of the property subject to the Declaration is divided into the  
4 following categories:  
5  
6 (a) [Common Area](#),  
7  
8 (b) [Lots](#).  
9
- 10 3.3 Ownership Interest; No Separate Conveyance. The ownership interest of each  
11 [Lot Owner](#) shall include: (i) a designated Lot, (ii) a membership in the  
12 [Association](#), and (iii) any non-exclusive easements appurtenant to such Lot upon  
13 the [Common Area](#) and such other easements as are applicable, all as described  
14 in the [Declaration](#) or in the deed to the Lot. Membership, and each Owner's non-  
15 exclusive easement in the Common Area, and any such easements shall be  
16 appurtenant to and may not be separated from ownership of a Lot and shall not  
17 be transferred, encumbered, pledged, alienated, or otherwise hypothecated in  
18 anyway, except in connection with the sale or encumbrance of the Lot to which it  
19 is appurtenant.  
20
- 21 3.4 Undivided Interests Cannot Be Changed. The undivided interests in the  
22 [Common Area](#) established in the [Declaration](#) cannot be changed except [with the](#)  
23 [approval of one hundred percent \(100%\) of the Owners or as provided in Section](#)  
24 [12.6 \("Revision of Documents"\)](#) following condemnation of a portion of the  
25 [Development](#).  
26
- 27 3.5 No Partition. There shall be no judicial partition of the [Development](#) or any part  
28 thereof, nor shall any [Owner](#) or any person acquiring any interest in the  
29 Development or any part thereof seek any judicial partition thereof; *provided,*  
30 *however,* that if any [Lot](#) shall be owned by two (2) or more co-tenants, nothing  
31 herein contained shall be deemed to prevent a judicial partition by sale as  
32 between such co-tenants.  
33
- 34 3.6 New Capital Improvements. The [Board of Directors](#) shall have the power and  
35 authority to provide for the construction, reconstruction, installation, or acquisition  
36 of new capital improvements upon the [Common Area](#) (as distinguished from  
37 expenditures for the reconstruction or [replacement](#) of an existing capital  
38 improvement), provided that any new capital improvements costing in excess of  
39 ten percent (10%) of the budgeted gross expenses of the [Association](#) for that  
40 fiscal year must be approved by a majority of the [Total Voting Power](#) of the  
41 Association.  
42
- 43 3.7 Dedication, Sell or Transfer Common Area to Public Agencies/Utilities/Other  
44 Person or Entity. The [Association](#) shall have the power to dedicate, sell or  
45 transfer all or any part of the [Common Area](#) to any public agency, authority, utility

1 or other person or entity, provided that any such action has been approved by  
2 seventy-five percent (75%) of the [Total Voting Power](#) of the Association.  
3  
4

#### 5 **ARTICLE 4 MECHANIC'S LIENS; EASEMENTS**

---

6  
7 4.1 Mechanic's Lien Against Common Area. In the event there shall be filed against  
8 the [Common Area](#) a notice of mechanic's lien for, or purporting to be for, labor or  
9 materials alleged to have been furnished or delivered for any [Owner](#) within the  
10 [Development](#) or his or her [Lot](#), such Owner shall forthwith cause such lien to be  
11 discharged by payment, bond, or otherwise. If the Owner fails to cause the lien  
12 to be discharged, the [Board](#) may send written notice to the Owner specifying that  
13 unless the Owner causes the lien to be discharged within five (5) days from the  
14 date of such notice, the Board may cause the lien to be discharged. Within such  
15 five-day period, and notwithstanding any other provisions of the [Governing](#)  
16 [Documents](#) concerning notice or hearing, the Owner shall be permitted a hearing  
17 before the Board regarding the validity of such lien and any offsets or defenses  
18 thereto. At that time, the Board shall determine whether the lien adversely and  
19 improperly affects and encumbers the rights and interests of the [Association](#) or  
20 the other Owners. If the [Board of Directors](#) determines that the lien does  
21 adversely and improperly affect and encumber such rights and interests and that  
22 adequate protection of such rights and interests has not been provided, the  
23 Board may cause the lien to be discharged by payment, bond, or otherwise. The  
24 Board shall have the right to levy a [Reimbursement Assessment](#) against the  
25 Owner responsible for causing the lien to be discharged in an amount equal to all  
26 amounts paid by the Association together with interest thereon at the legal rate  
27 and all costs and expenses paid or incurred in connection therewith, including  
28 reasonable attorney fees.  
29

30 4.2 Easements in General. In addition to all easements reserved and granted on the  
31 [Subdivision Map\(s\)](#), there are hereby specifically reserved and granted for the  
32 benefit of the [Lots](#) and Lot [Owners](#) in common and for each Lot and Lot Owner  
33 severally, and for the [Association](#), as their respective interests shall obtain, the  
34 easements, reciprocal negative easements, secondary easements, and rights-of-  
35 way as particularly identified in this [Article 4](#).  
36

37 4.3 Owner's Non-exclusive Easements of Enjoyment. Every [Owner](#) of a [Lot](#) shall  
38 have a non-exclusive easement of use of and enjoyment in, to, and throughout  
39 the [Common Area](#) of the [Development](#). Each such non-exclusive easement shall  
40 be appurtenant to and pass with the title to every Lot, subject to the following  
41 rights and restrictions:  
42

- 43 (a) The right of the [Board](#) to establish and enforce [Rules](#) governing the use of  
44 the [Common Area](#) and facilities thereon;  
45

- 1 (b) The right of the [Board](#) to charge reasonable fees for the use of any  
2 facilities situated upon the [Common Area](#);
- 3
- 4 (c) The right of the [Board](#) to determine that a [Member](#) is not a [Member in](#)  
5 [Good Standing](#) or to suspend an [Owner's](#) voting rights and right to use the  
6 recreational facilities as provided in [Section 13.8 \("Imposing Sanctions"\)](#)  
7 for any period during which any Assessment against such [Owner's Lot](#)  
8 remains unpaid and/or for violation of the [Governing Documents](#) of the  
9 [Association](#), after prior notice, and the right to a hearing by the Board of  
10 Directors;
- 11
- 12 (d) The right of the [Association](#) to limit the number of guests of a [Member](#) who  
13 may use the pool and other recreational facilities at any particular time;
- 14
- 15 (e) The right of the [Association](#) to borrow money, mortgage, pledge,  
16 encumber, deed in trust or otherwise hypothecate all of its real or personal  
17 property and facilities thereon as security for money borrowed or debts  
18 incurred;
- 19
- 20 (f) The right of the [Board](#) to acquire (by gift, purchase or otherwise), own,  
21 hold, improve, build upon, operate, manage, maintain, convey, sell, lease,  
22 transfer, dedicate for public use or otherwise dispose of real or personal  
23 property consistent with the purposes and powers of the [Association](#) and  
24 the management, administration and operation of the [Development](#) or the  
25 business and affairs of the Association;
- 26
- 27 (g) The right of the [Association](#), as set forth in [Section 3.7 \("Dedication, Sell](#)  
28 [or Transfer Common Area to Public Agencies/Utilities/Other Person or](#)  
29 [Entity"\)](#), to dedicate, sell or transfer all or any part of the [Common Area](#) to  
30 any public agency, authority, utility or other person or entity;
- 31
- 32 (h) The right of the Board, as set forth in [Section 4.5 \("Easements, Licenses,](#)  
33 [Rights-of-Way in General"\)](#) and [Section 4.6 \("Board's Power to Grant](#)  
34 [Easements and Licenses to Owners"\)](#), to grant easements, licenses, and  
35 rights-of-way upon the [Common Area](#); and
- 36
- 37 (i) The right of the [Association](#) or its authorized agents, as provided in this  
38 [Declaration](#), to perform its obligations under this Declaration, including  
39 obligations with respect to construction, [maintenance](#), [repair](#), or  
40 [replacement](#) for the benefit of the [Common Area](#) or the [Owners](#) in  
41 common.

42

43 4.4 [Utility Easements](#). Easements over, under, and upon the [Development](#) or any  
44 portion thereof for the installation, [maintenance](#), and repair of utilities, sewer  
45 pipelines, and facilities, and drainage facilities, and all pipelines and other

1 facilities, as shown on the recorded [Subdivision Map](#) for the Development.  
2 Within utility easements in the Development, no structure, planting, or other  
3 materials shall be placed or permitted to remain which may damage or interfere  
4 with the installation, maintenance, or repair of such utilities, sewer pipelines and  
5 facilities, and drainage facilities, or which may obstruct or slow down the flow of  
6 water through drainage channels within such easements.  
7

8 4.5 [Easements, Licenses, Rights-of-Way in General](#). Except as provided in [Section](#)  
9 [4.6 \(“Board’s Power to Grant Easements and Licenses to Owners”\)](#), the Board  
10 shall have the power to grant and convey easements, licenses for use and rights-  
11 of-way in, over or under the [Common Area](#) or any portion thereof, for such  
12 purposes as the [Board](#) deems to be appropriate and not inconsistent with the  
13 purposes and interests of the [Association](#).  
14

15 4.6 [Board’s Power to Grant Easements and Licenses to Owners](#). Notwithstanding  
16 any other provisions of the [Governing Documents](#), the [Board](#) shall have the  
17 power in its discretion without approval vote of the [Members](#) to grant and convey  
18 licenses for use, rights-of-way, and easements in, over, or under the [Common](#)  
19 [Area](#) or any portion thereof to [Owners](#), for such purposes as the Board deems to  
20 be appropriate and not inconsistent with the purposes and interests of the  
21 [Association](#); *provided, however*, that approval of a majority of the Total Voting  
22 Power of the Association shall be required to grant an exclusive easement over  
23 Common Area to any Member, other than any grant or conveyance to a Member  
24 described in [Civil Code section 4600\(b\)](#).  
25  
26

## 27 **ARTICLE 5 USE RESTRICTIONS**

---

28  
29 5.1 [Use of Common Area Generally](#). All use of [Common Area](#) is subject to the  
30 [Governing Documents](#). Subject to the provisions of the Governing Documents,  
31 the Common Area shall be held, [maintained](#), and used to meet the common  
32 interests of the [Owners](#) and the [Residents](#), members of their household, tenants,  
33 and guests.  
34

35 5.2 [No Alteration of Common Area](#). Except as may be authorized by the Board, no  
36 person or entity other than the [Association](#) or its duly-authorized agents shall (i)  
37 construct, reconstruct, refinish, alter, place, keep, store, park or [maintain](#) any  
38 improvement upon the [Common Area](#) nor remove items or improvements from  
39 the Common Area, (ii) make or create any excavation or fill upon the Common  
40 Area, (iii) change the natural or existing drainage of the Common Area, or (iv)  
41 plant, remove, or destroy any seed, plant material, tree, shrub, or other  
42 vegetation upon the Common Area.  
43

44 5.3 [No Obstruction of Common Area](#). The [Common Area](#) shall be kept free of  
45 rubbish, debris, and other unsightly or unsanitary materials. There shall be no

1 obstruction of any part of the Common Area nor shall anything impair access to  
2 the Common Area. Each [Owner](#) shall avoid causing any damage to the  
3 Common Area. Nothing shall be stored in the Common Area without the prior  
4 consent of the [Board](#).

5  
6 5.4 No Smoking in Common Area. For the safety of the property and for the health,  
7 safety, and security of all [Residents](#) of the [Development](#), no smoking of  
8 cigarettes, cigars, pipes, electronic cigarettes, personal vaping devices,  
9 electronic nicotine delivery systems, or any other tobacco product, marijuana,  
10 legal or illegal substance, shall be permitted anywhere inside the gated portion of  
11 the [Common Area](#), whether indoors or outdoors. "Smoking" shall include the  
12 inhaling, exhaling, burning, or carrying of any lighted or operating cigarette, cigar,  
13 pipe, electronic cigarettes, personal vaping devices, electronic nicotine delivery  
14 systems.

15  
16 5.5 Delegation of Use. Any [Owner](#) may delegate his or her rights of use and  
17 enjoyment, including easements, in the [Development](#) to the members of his or  
18 her household, tenants, [Contract Purchasers](#), guests and invitees, subject to the  
19 terms of the [Governing Documents](#). It is the express purpose and intent of this  
20 [Section 5.5](#) to limit the right of use and enjoyment of the [Common Area](#) amenities  
21 to [Residents](#) of the Development and their accompanied guests. Upon the  
22 leasing or renting of a [Lot](#), or upon occupancy of a Lot by a Contract Purchaser,  
23 the Owner shall be deemed to have delegated and assigned all such rights  
24 exclusively to the tenants or Contract Purchasers of such Lot. Any rights of  
25 enjoyment that have been delegated by an Owner are subject to suspension to  
26 the same extent that rights of Owners are subject to suspension as provided in  
27 the Governing Documents.

28  
29 5.6 Residential Use. Except to the extent permitted in [Section 5.7](#) ("[Restriction on](#)  
30 [Businesses](#)"), [Lots](#) shall be occupied and used only for single family residential  
31 purposes, together with such occupancies and uses incidental to the residential  
32 use of the Lot, which may include, with architectural approval, an "in-law unit" or  
33 "granny quarters," in conformity with the requirements of applicable zoning laws  
34 or other state or local rules or regulations.

35  
36 5.7 Restriction on Businesses.

37  
38 5.7.1 Types of Businesses Allowed. No business of any kind shall be  
39 established, [maintained](#), operated, permitted, or conducted within the  
40 [Development](#) except: (i) professional, administrative, or clerical activity  
41 as may be permitted by applicable governmental ordinances without  
42 the requirement of a conditional use permit but only if such activity  
43 does not entail the presence of employees, patrons, clients, or vendors  
44 except on an infrequent basis; does not require storage of large  
45 amounts of bulky goods or inventory; there is no external evidence of

1 such activity on the property including but not limited to a significant  
2 increase in traffic within the Development; the activity complies with all  
3 applicable governmental ordinances; and the activity is merely  
4 incidental to the use of the [Lot](#) for residential purposes and (ii) certain  
5 care facilities that, by law, cannot be prohibited within the Development  
6 (i.e., family day care homes and residential care facilities).  
7

8 5.7.2 Indemnification Regarding Business Activity. To the fullest extent  
9 permitted by law, every [Owner](#) or [Resident](#) who conducts or engages  
10 in any business, commercial endeavor, or profession within the  
11 [Development](#), or whose tenant does so, agrees to and shall indemnify  
12 and defend the [Association](#), its officers, directors, employees, and  
13 agents and shall hold them harmless from and against any cost, loss,  
14 claim, or damages of any kind, arising out of the conduct or presence  
15 of such activity, including but not limited to attorney fees, any claims for  
16 consequential damages, and any claims arising or alleged to arise out  
17 of the enforcement or nonenforcement by the Association of the  
18 [Governing Documents](#), including but not limited to the restriction on  
19 business contained in this [Section 5.7](#). Any amounts owed pursuant to  
20 this [Section 5.7.2](#) may be assessed as a [Reimbursement Assessment](#).  
21

22 5.8 Compliance with Laws. Each [Owner](#) and [Resident](#) shall comply with all  
23 requirements of all federal, state, and local governmental authorities and all laws,  
24 ordinances, rules and regulations applicable to his or her [Lot](#) and [Dwelling](#) and  
25 the [Common Area](#).  
26

27 5.9 Unlawful Conduct, Nuisances, Noise. No noxious, harmful, or offensive activities  
28 shall be conducted upon or within any part of the [Development](#), nor shall  
29 anything be done within the Development which may be or become a nuisance,  
30 or cause unreasonable embarrassment, disturbance, or annoyance to any  
31 [Resident](#) of the Development, or which shall in any way interfere with Residents'  
32 use of the [Common Area](#) and facilities thereon or the use and enjoyment of their  
33 [Lots](#) or [Dwellings](#). Without limiting any of the foregoing, no Resident shall permit  
34 noise, including but not limited to the barking of dogs, to emanate from the  
35 [Resident's](#) Lot that would unreasonably disturb another Resident's enjoyment of  
36 his or her Lot or of the Common Area. The [Association](#) shall not be obligated to  
37 enforce this [Section 5.9](#) when a dispute under the [Declaration](#) is solely between  
38 neighbors, does not involve Common Area, or is not an emergency. In any  
39 violation or dispute involving neighbors, Residents shall take reasonable steps to  
40 work with each other to resolve their differences before reporting a violation or  
41 dispute to the Association. Resident's complaints to the Association about  
42 neighbors shall: (a) be in writing; (b) give as much detail as possible concerning  
43 the dispute; (c) provide specific information about what informal efforts to resolve  
44 the matter were undertaken by the complaining Resident(s); and (d) provide the

1 name, address, phone numbers, and email address of the complaining  
2 Resident(s).

3  
4 5.10 Conditions Affecting Insurance. Nothing shall be done, placed, or kept within the  
5 Development that will increase the rate of insurance or result in the cancellation  
6 of insurance under any insurance policy maintained by the Association, or which  
7 will be in violation of any governmental statute, ordinance, rule, or regulation. If  
8 any Owner or Resident, member of their household, tenant, invitee, or guest shall  
9 violate this Section 5.10, the Lot Owner shall be liable to the Association for any  
10 resulting increase in insurance premiums and any other damages, which may be  
11 assessed against the responsible Owner as a Reimbursement Assessment.

12  
13 5.11 Requirement of Architectural Approval. As addressed in Article 7 ("Architectural  
14 Approval"), construction, installation, modification, or alteration of buildings,  
15 outdoor structures, landscaping, and outdoor lighting are subject to prior  
16 architectural approval.

17  
18 5.12 Animals.

19  
20 5.12.1 No Commercial Purposes. No animals shall be kept, bred, or  
21 maintained within the Development for any commercial purpose.

22  
23 5.12.2 Number of Pets. A reasonable number of common domestic  
24 household pets may be kept on each Lot. "Reasonable numbers" shall  
25 mean the maximum number of animals permitted by County ordinance.

26  
27 5.12.3 No Pets in Common Area. No pets shall be permitted in the Common  
28 Area.

29  
30 5.12.4 No Outside Feeding of Animals. There shall be no feeding of ducks,  
31 geese, deer, or any other non-domesticated animals within the  
32 Development. In order to control feral cats, raccoons, vermin, and  
33 other stray animals within the Development, no animal food shall be  
34 kept or placed outside anywhere within the Development, except for  
35 approved bird feeders. Pet feeding stations may not be kept in a  
36 garage if the garage door is left open permitting animals to access the  
37 feeding station.

38  
39 5.12.5 Responsibility for Animals. The owner of each animal shall be  
40 responsible for immediately removing and disposing of any waste  
41 introduced to any portion of the Development by such animal. Owners,  
42 their tenants, and guests shall prevent their animals from soiling any  
43 portion of the Common Area and shall immediately clean up any mess  
44 left by their animal.  
45

1           5.12.6    Indemnification Regarding Animals. Each Owner, Resident, and any  
2           person bringing or keeping an animal within the Development shall be  
3           absolutely liable to the Association and all other persons for any injury  
4           or damage to persons or property caused by the animal brought upon  
5           or kept upon the Development by such person or by members of his or  
6           her household, tenants, invitees, or guests. To the fullest extent  
7           permitted by law, each Owner agrees to and shall indemnify and  
8           defend the Association, its officers, directors, employees, and agents  
9           and shall hold them harmless from and against any cost, loss, claim, or  
10          damages of any kind, arising out of or resulting from the presence or  
11          conduct of any animal brought upon or kept within the Development by  
12          the Owner, members of his or her household, tenants, invitees, or  
13          guests including but not limited to attorney fees, any claims for  
14          consequential damages, and any claims arising or alleged to arise out  
15          of the enforcement or nonenforcement by the Association of the  
16          Governing Documents, including but not limited to the restrictions on  
17          animals contained in this Section 5.12. Any amounts owed pursuant to  
18          this Section 5.12.6 may be assessed as a Reimbursement  
19          Assessment.

20  
21          5.12.7    Pet and Animal Rules.    The Board may adopt and enforce pet and  
22          animal Rules in addition to the provisions of this Section 5.12.

23  
24    5.13   Trash Disposal. Trash, garbage, accumulated waste plant material, other waste  
25    and refuse, and recyclable waste shall be deposited only in covered sanitary  
26    containers provided for that purpose by the garbage collection service. Such  
27    containers shall be located in an appropriate area adjacent to the Dwelling and  
28    concealed from view except on the day before and day of trash collection. No  
29    Owner or Resident shall permit or cause any garbage, trash, or other waste or  
30    refuse to be kept upon any portion of any Lot or elsewhere in the Development,  
31    except in such containers. Except when authorized by City or County Ordinance,  
32    furniture, appliances, water heaters, construction or remodeling debris, and other  
33    bulky items must be properly disposed of off-site by the Owner or Resident, at his  
34    or her sole expense, and shall not be placed in Association waste containers.

35  
36    5.14   Construction Materials Construction Debris. No portion of the Development shall  
37    be used for the storage or staging of building materials other than in connection  
38    with approved construction. All construction debris shall be picked up and  
39    deposited daily in an appropriate container provided by the Owner and shall not  
40    be deposited in the Association waste containers.

41  
42    5.15   Signs, Banners, Flags. Only the following types of signs, posters, banners, or  
43    flags shall be displayed to the public view from any portion of the Development:

44  
45    (a)    Signs required by legal proceedings;

- 1  
2 (b) A noncommercial sign or poster no larger than nine (9) square feet in size  
3 or a noncommercial flag or banner no larger than fifteen (15) square feet  
4 in size, displayed upon a [Lot](#) or [Dwelling](#), and limited to the fullest extent  
5 permitted by [Civil Code section 4710](#);  
6  
7 (c) A single sign of customary and reasonable dimension and design,  
8 complying with the provisions of any applicable ordinance and the  
9 [Architectural Rules](#), if any, and reasonably located on a [Lot](#) advertising a  
10 Lot for sale or rent;  
11  
12 (d) Other signs which by law cannot be prohibited;  
13  
14 (e) A flag of the United States, subject to [City](#) or [County](#) restrictions as to size  
15 and as to time, place, and manner of display, as provided in [Civil Code](#)  
16 [section 4705](#);  
17  
18 (f) Signs on the [Common Area](#) as approved by the [Board](#) for a purpose  
19 reasonably related to the affairs of the [Association](#), including signs located  
20 at or near any entrance to the [Development](#) identifying the Development.  
21  
22 (g) Political candidate and issue signs located on an [Owner's Lot](#), provided  
23 such signs shall not be installed on a Lot more than thirty (30) days prior  
24 to the applicable election and must be removed the day after the  
25 applicable election. Political signs shall comply with [clause \(b\)](#) of this  
26 [Section 5.15](#); and  
27  
28 (h) Garage sale signs located temporarily on an [Owner's Lot](#) on the day of the  
29 garage sale and to be removed within twenty-four (24) hours after the end  
30 of the garage sale. Garage sale signs shall comply with [clause \(b\)](#) of this  
31 [Section 5.15](#).  
32

33 Notwithstanding the above, any permitted signs shall not include vulgarities or  
34 obscenities, and shall not otherwise be a nuisance (as provided in [Section 5.9](#)  
35 [\("Unlawful Conduct, Nuisances, Noise"\)](#).  
36

## 37 5.16 [Vehicles and Parking](#).

- 38  
39 5.16.1 [Parking](#). The primary parking facility for [Residents](#) of each [Lot](#) is the  
40 garage of the [Dwelling](#), driveway on the Lot and the street. Vehicles  
41 shall not be parked anywhere within the [Development](#) except wholly  
42 within a garage, in a driveway or in the street. Parking is not allowed  
43 at any time in designated fire lanes. No vehicle shall be parked  
44 continuously in the street for longer than seventy-two (72) hours.  
45

- 1           5.16.2    Prohibited Vehicles. Prohibited Vehicles may not be brought into the  
2                    Development. The following types of vehicles are Prohibited Vehicles:  
3                    (i) dilapidated or inoperable vehicles, (ii) unreasonably noisy or smoky  
4                    vehicles, (iii) unregistered vehicles, (iv) mobile homes, (v) pickup  
5                    trucks with more than one (1) ton capacity or requiring a Class A  
6                    license, and (vi) flatbed trucks.
- 7
- 8           5.16.3    Restricted Vehicles. Restricted Vehicles, other than recreational  
9                    vehicles, shall not be kept or parked anywhere within the Development  
10                   other than on a temporary basis three (3) days or less unless they are  
11                   placed or maintained within an enclosed garage, behind the fence line  
12                   and out of view from the street, or have other Board approval.  
13                   Recreational vehicles can remain in the Development for up to three  
14                   (3) days unless placed or maintained within an enclosed garage or  
15                   other area. Exceptions may be approved by the Board for a pad  
16                   behind a gate. The following types of vehicles are Restricted Vehicles:  
17                   (i) campers, motor homes, recreational vehicles, (ii) trailers, (iii) boats,  
18                   (iv) commercial vehicles, and (v) limousines. The term “commercial  
19                   vehicle” shall not include any two-axle passenger vehicle or pickup  
20                   truck no larger than one (1) ton capacity that is used by a Resident  
21                   both for business and for daily personal transportation, provided that  
22                   any signs or markings of a commercial nature on such vehicle shall be  
23                   unobtrusive and inoffensive as determined by the Board (for example  
24                   and not by way of limitation, commercial information on a license plate  
25                   holder or a dealership decal or nameplate on a vehicle would be  
26                   considered “unobtrusive”) and such vehicles shall be considered  
27                   passenger vehicles.
- 28
- 29           5.16.4    Permitted Vehicle Signs. Window decals, magnetic signs on sides of  
30                   vehicles, and vehicle wraps are permitted, provided they do not violate  
31                   any other provision of this Declaration or the Rules.
- 32
- 33           5.16.5    Vehicle Repairs. Except for within the garage of the Dwelling, no  
34                   motor vehicles or boats shall be constructed, reconstructed, or  
35                   repaired within the Development (other than minor emergency repairs  
36                   to the extent necessary to move the vehicle to a repair facility).
- 37
- 38           5.16.6    Parking Enforcement. The provisions of this Section 5.16 apply to all  
39                   vehicles within the Development, including vehicles of guests and  
40                   invitees. In addition to the provisions of this Section 5.16, the Board  
41                   shall have the power and authority to adopt, promulgate, and enforce  
42                   Parking Rules and shall have the power to impose fines and other  
43                   sanctions for violations of provisions of the Governing Documents  
44                   relating to vehicles and parking.
- 45

- 1 5.17 Garages. Each Owner and Resident shall keep his or her garage in a condition  
2 that allows for the garage door to be closed completely.  
3
- 4 5.18 Conformance of Structures to Law. All structures erected, constructed or  
5 maintained upon any Lot shall conform to all applicable statutes, ordinances, or  
6 other provisions of the law.  
7
- 8 5.19 Residential Use of Incidental Structures. With the exception of an accessory  
9 dwelling unit, which shall be permissible pursuant to Section 5.18 (“Conformance  
10 of Structures to Law”) and architectural approval pursuant to Article 7  
11 (“Architectural Approval”), no trailer, basement, tent, shack, garage, bar, or other  
12 outbuilding erected upon any Lot shall at any time be used as a residence,  
13 temporarily or permanently, nor shall any structure of a temporary character be  
14 used as a residence at any time. No outbuilding, tent, shack, trailer, shed, or  
15 temporary building of any kind shall be visible from the street, except in strict  
16 compliance with the provisions of this Declaration.  
17  
18

## 19 **ARTICLE 6 RENTING OR LEASING**

---

### 20 6.1 Requirements for Renting.

- 21 6.1.1 Written Lease. An Owner renting his or her Lot shall do so pursuant to  
22 a written lease or rental agreement. The lease or rental agreement  
23 shall expressly provide:  
24  
25 (i) for an initial term of at least thirty (30) days;  
26  
27 (ii) that its terms are subject to all of the provisions of the  
28 Governing Documents; and  
29  
30 (iii) that failure of the tenant, members of the tenant’s household,  
31 invitees, or guests to comply with applicable provisions of the  
32 Governing Documents shall constitute a default under the terms  
33 of such lease or rental agreement.  
34  
35 6.1.2 No Subletting. No subletting (which shall mean the lease or rental of  
36 all or part of a leased or rented Unit) shall be permitted.  
37  
38 6.1.3 Copy of Lease. An Owner renting his or her Lot shall file a copy of the  
39 signed lease or rental agreement with the Board. The Owner may  
40 redact or black out the financial terms (i.e., the amount of rent and  
41 security deposit) from the copy provided to the Board.  
42  
43  
44

1 6.1.4 Provide Governing Documents to Tenants. An Owner renting his or  
2 her Lot shall provide the tenant(s) with access to a copy of the  
3 Governing Documents, and any subsequent changes thereto.  
4

5 6.1.5 House Sitters. The provision of Section 6.1.4 ("Provide Governing  
6 Documents to Tenants") shall apply with respect to any person  
7 occupying a Lot as a guest of the Owner, as a paid or unpaid house  
8 sitter, or in a similar capacity when no Owner is in residence.  
9

10 6.1.6 Owner's Contact Information. An Owner renting his or her Lot shall  
11 provide the Association with contact information for the Owner or a  
12 representative of the Owner with authority to act on behalf of the  
13 Owner with respect to the Lot and the tenants, including telephone  
14 number, email address, mailing address, and such other contact  
15 information as the Association may require.  
16

17 6.2 Notice of Non-Owner Occupants. Without limiting the generality of the provisions  
18 contained in Section 6.1 ("Requirements for Renting"), each Owner shall notify  
19 the Board and the Association's manager of the names of (i) any tenants or any  
20 Contract Purchasers occupying such Owner's Lot, and (ii) any guest, house  
21 sitter, or other person occupying the Lot when no Owner is in residence (whether  
22 or not such person is paying rent or is being compensated by the Owner).  
23

24 6.3 No Transient Rentals. No Owner shall be permitted to lease, rent, or otherwise  
25 operate his or her Lot (or any portion thereof) for transient or hotel purposes,  
26 which shall include, but is not limited to, rental for any period less than thirty (30)  
27 days or any rental (even if the term is longer than thirty days) where the occupant  
28 of a Dwelling is provided customary hotel services such as room service for food  
29 and beverage, maid service, periodic furnishing of clean bed linen and towels,  
30 laundry service, or bellboy services.  
31

32 6.4 No Vacation Clubs; No Time Share Arrangements. No Lot or Lots or any portion  
33 thereof shall be leased, subleased, occupied, rented, let, sublet, or used for or in  
34 connection with any time-sharing agreement, plan, program or arrangement,  
35 including, without limitation, any so called "vacation license," "travel club,"  
36 "extended vacation," "home-exchange club," any other membership or time  
37 interval ownership arrangement, or any time-share estate or time-share use as  
38 defined in Section 11212 of the California Business and Professions Code. The  
39 term "time sharing" as used herein shall be deemed to include, but shall not be  
40 limited to, any agreement, plan, program, or arrangement under which the right  
41 to use, occupy, or possess any Lot or Lots or any portion thereof or Dwelling  
42 thereon rotates among various persons, either corporate, partnership, individual,  
43 or otherwise, on a periodically recurring basis for value exchanged, whether  
44 monetary or like kind use privileges, according to a fixed or floating interval or  
45 period of time. This Section 6.4 shall not be construed to limit the personal use

1 of any Lot or any portion thereof by its [Owner](#) and such Owner's social or familial  
2 guests.

3  
4 6.5 Implementation. Upon request from the [Board](#), each [Owner](#) then renting or  
5 leasing a [Lot](#) shall provide to the Board such information as the Board may  
6 reasonably require in order to implement the provisions of this [Article 6](#) including  
7 but not limited to the names of the tenants and the members of the tenant's  
8 household and the duration of the lease and/or a copy of the signed lease.

9  
10 6.6 Indemnification Regarding Tenant's Actions. Each [Owner](#) leasing or renting a  
11 [Lot](#) shall be strictly responsible and liable to the [Association](#) for the actions of  
12 such Owner's tenant(s) in or about all [Dwellings](#), Lots, and [Common Area](#) and for  
13 each tenant's compliance with the provisions of the [Governing Documents](#). No  
14 provision of any lease or rental agreement shall relieve the Lot Owner of his or  
15 her obligations pursuant to the Governing Documents. To the fullest extent  
16 permitted by law, every Owner of a Lot that is occupied by persons other than the  
17 Owner pursuant to a rental agreement or lease or otherwise, agrees to and shall  
18 indemnify and defend the Association, its officers, directors, employees, and  
19 agents and shall hold them harmless from and against any cost, loss, claim, or  
20 damages of any kind, arising out of the conduct or presence of the occupants of  
21 the Lot upon the [Development](#), including but not limited to attorney fees  
22 (including attorney fees incurred to enforce the provisions of this [Article 6](#) against  
23 the Owner of the Lot or any guest, tenant or other occupant of the Lot), any  
24 claims for consequential damages, and any claims arising or alleged to arise out  
25 of the enforcement or nonenforcement by the Association of the Governing  
26 Documents with respect to such occupants. Any amounts owed pursuant to this  
27 [Section 6.6](#) may be assessed as a [Reimbursement Assessment](#) against the  
28 responsible Owner and his or her Lot.  
29  
30

## 31 **ARTICLE 7 ARCHITECTURAL APPROVAL**

---

32  
33 7.1 Prior Architectural Approval Required. No building, fence, hedge or similar  
34 barrier, wall, obstruction, balcony, screen, patio cover, tent, awning, carport  
35 cover, improvement or other structure of any kind, no outdoor lighting, no mast,  
36 pole, tower and no landscaping shall be commenced, erected, painted, or  
37 installed within the [Development](#), nor shall any exterior addition or change or  
38 alteration be made, until the plans and specifications showing the nature, kind,  
39 shape, color, height, size, materials, and location of the same have been  
40 submitted to and approved in writing by the [Architectural Committee](#). The  
41 requirement of architectural approval shall not apply to improvements made or  
42 constructed by or on behalf of the [Association](#).  
43

44 7.2 Some Common Architectural Concerns. This [Section 7.2](#) enumerates some  
45 [common areas](#) of architectural concern. These are examples only and do not

1 represent an exhaustive list of changes that require prior architectural approval.  
2 Nothing in this [Section 7.2](#) shall be deemed to limit the generality of [Section 7.1](#)  
3 [\("Prior Architectural Approval Required"\)](#).  
4

5 7.2.1 [Exterior Painting](#). Prior architectural approval shall not be required for  
6 repainting or refinishing a structure in its existing color scheme, like for  
7 like, if such colors have been previously approved.  
8

9 7.2.2 [Satellite Dishes](#). Satellite dishes are permitted so long as they are  
10 located at the most rear portion of the house that is able to receive the  
11 required satellite signal, and in compliance with the [Rules](#).  
12

13 7.2.3 [Masts, Poles, Towers, Other Projections](#). No outside mast, pole,  
14 tower, or projection (meaning any component that juts or protrudes  
15 out) of any type attached to any structure that extends above the roof  
16 of the structure (with the exception of chimneys and vent stacks) and  
17 no outside mast or pole shall be placed or permitted to remain without  
18 prior architectural approval.  
19

20 7.2.4 [Accessory Dwelling Units](#). Accessory [dwelling](#) units shall require  
21 architectural approval and shall be in compliance with state and local  
22 laws and regulations as well as local government approvals.  
23

24 7.2.5 [Temporary Structures](#). The erection and [maintaining](#) of any temporary  
25 structures upon any [Lot](#) is strictly prohibited. Notwithstanding the  
26 foregoing provision, however, the construction, erection and/or  
27 maintenance of tool sheds, storage sheds and similar structures in the  
28 backyard of a Lot shall not be prohibited as long as such structures are  
29 in compliance with the architectural provisions set forth in this [Article 7](#).  
30

### 31 7.3 [Building Construction Requirements](#)

32

33 7.3.1 [Residential Structures](#). No structure shall be erected, altered, placed  
34 or permitted to remain upon any [Lot](#) other than one (1) single-family  
35 [Dwelling](#) structure not to exceed two (2) stories in height together with  
36 one private garage which shall be designed and used for not more  
37 than three (3) passenger vehicles, together with other outbuildings  
38 and/or an accessory dwelling unit incidental to the residential use of  
39 the Lot.  
40

41 7.3.2 [Setbacks](#). No structure shall be located upon any [Lot](#) nearer to the  
42 front Lot line or side street line nor nearer to the side or rear yard line  
43 of such Lot than shall be permitted by the ordinances and regulations  
44 of the applicable governmental agency governing the same. For  
45 purposes of this provision, eaves, steps, and open porches shall not be

1 construed to permit any portion of a structure on a Lot to encroach  
2 upon any other Lot.

3  
4 7.3.3 Size of Residential Structures. No [Dwelling](#) containing less than  
5 twelve hundred (1200) square feet of floor area shall be erected or  
6 permitted to be located upon any [Lot](#). Such floor area shall be  
7 exclusive of any garage (attached and unattached), open entryways,  
8 porches, patios, basements, and any accessory dwelling unit. The  
9 minimum required floor area shall be deemed to include the total  
10 enclosed floor area of the Dwelling, building measurements to be taken  
11 for this purpose from the outer facing of exterior walls.

12  
13 7.4 Architectural Rules.

14  
15 7.4.1 In General. Subject to the requirements of [Civil Code section 4340](#)  
16 and following, the [Board](#) may from time to time adopt, amend, and  
17 repeal rules and regulations to be known as “Architectural Rules.”  
18 Architectural Rules shall set forth the standards for architectural review  
19 and guidelines for architectural design, placement of buildings and  
20 other structures, outdoor lighting, and landscaping, color schemes,  
21 exterior finishes and materials, and similar features which are  
22 recommended for use in the [Development](#) and may include restrictions  
23 on satellite dishes and solar energy systems consistent with applicable  
24 law; *provided, however*, that Architectural Rules shall not be in  
25 derogation of any minimum standards required by this [Declaration](#).

26  
27 7.4.2 Roofs. Any Architectural Rules concerning the installation or [repair](#) of  
28 a roof shall comply with applicable law including [Civil Code section](#)  
29 [4720](#), if it applies.

30  
31 7.5 Establishment and Composition of Architectural Committee. The [Board](#) shall  
32 appoint an [Architectural Committee](#) consisting of three (3) [Members](#) of the  
33 [Association](#), at least one (1) of whom shall be a director. The Board may also  
34 appoint one (1) alternate Architectural Committee member who shall attend  
35 Architectural Committee meetings and shall be authorized to act as a substitute  
36 on the Architectural Committee with the power to vote in the event of absence or  
37 disability of any Architectural Committee member. The Architectural Committee  
38 members and any alternate shall serve at the pleasure of the Board. If at any  
39 time there shall not be a duly-constituted Architectural Committee, the Board  
40 shall exercise the functions of the Architectural Committee in accordance with the  
41 terms of this [Article 7](#).

42  
43 7.6 Duties and Authority of Architectural Committee. It shall be the duty of the  
44 [Architectural Committee](#) to consider and act upon proposals or plans submitted  
45 to it pursuant to the terms of this [Declaration](#) and to perform such other duties as

1 may be delegated to it by the [Board](#). The Architectural Committee is expressly  
2 not authorized to approve any variances from the [Rules](#).

3  
4 7.7 Meetings, Minutes, Reimbursement. The [Architectural Committee](#) shall meet as  
5 necessary to properly perform its duties hereunder. The Architectural Committee  
6 shall keep and maintain a record of all actions taken by it at such meetings or  
7 otherwise. The Architectural Committee and its members shall be entitled to  
8 reimbursement for reasonable out-of-pocket expenses incurred by them in the  
9 performance of any Architectural Committee function.

10  
11 7.8 Preliminary Consultation with Architectural Committee Prior to Submitting  
12 Application. Any [Owner](#) considering performing any work requiring the prior  
13 approval of the [Architectural Committee](#) may apply to the Architectural  
14 Committee for preliminary consultation by submitting preliminary plans or  
15 drawings of the contemplated work in accordance with the [Architectural Rules](#).  
16 The purpose of the preliminary consultation procedure is to allow an Owner  
17 considering making substantial improvements an opportunity to obtain guidance  
18 concerning design considerations before expending substantial sums for plans  
19 and other exhibits required to apply for actual approval. Within forty-five (45)  
20 days after receiving a request for a preliminary consultation, the Architectural  
21 Committee shall consider the preliminary information submitted and shall  
22 respond in writing to the Owner. The Architectural Committee's response shall  
23 give the requesting Owner such direction concerning the form and substance of  
24 an approval application for the contemplated work as the Architectural  
25 Committee deems proper or desirable for the guidance of the Owner. The  
26 issuance of a preliminary consultation response by the Architectural Committee  
27 shall not under any circumstances be deemed approval of any contemplated  
28 work; nor, once an Owner submits a request for approval, shall it preclude the  
29 Architectural Committee from requesting additional information about the  
30 proposed work based on the actual application.

31  
32 7.9 Written Request for Architectural Committee's Approval. Any [Owner](#) proposing  
33 to perform any work that requires prior approval, pursuant to this [Article 7](#), shall  
34 submit to the [Architectural Committee](#) a written application, setting forth the  
35 nature of the proposed work and furnishing such information and documentation  
36 as the Architectural Committee may require depending on the nature and size of  
37 the proposed work. Such information and documentation may include but is not  
38 limited to: (i) floor plans, (ii) color samples of exterior materials, (iii)  
39 specifications, (iv) building plans, (v) wall sections, (vi) exterior elevations, (vii)  
40 roof plans, (viii) landscaping plans, (ix) graphics and exterior furnishings, and (x)  
41 the Owner's proposed construction schedule.

42  
43 7.10 Fees; Professional Consultants. The [Architectural Committee](#) may charge a  
44 reasonable fee or fees for review of architectural or landscaping applications,  
45 drawings, plans, and specifications which may include the cost of retaining

1 outside consultants including but not limited to architects, engineers, soils  
2 experts, or contractors.

3  
4 7.11 Meetings. An Owner's request for approval shall be considered by the  
5 Architectural Committee at an Architectural Committee meeting. The Owner and,  
6 in the Architectural Committee's discretion, other interested persons, may  
7 present information relevant to the requested approval.

8  
9 7.12 Basis for Decisions; Good Faith. The Architectural Committee's decisions shall  
10 be made in good faith and shall not be unreasonable, arbitrary, or capricious. It  
11 is recognized and intended that the Architectural Committee will employ  
12 subjective criteria and judgments in its review of and determination concerning  
13 plans and proposals submitted to it. The Architectural Committee shall make its  
14 decisions from the perspective of the interest of the Development as a whole in  
15 the fostering of the coherence, value, attractiveness and aesthetic compatibility  
16 of all architectural designs and features in the Development, after consideration  
17 of such factors the Architectural Committee reasonably determines to be relevant  
18 and after reasonable investigation consistent with the scope and circumstances  
19 of the proposal submitted to the Architectural Committee. The vote or written  
20 consent of a majority of the Architectural Committee members shall constitute an  
21 act by the Architectural Committee. The Architectural Committee shall grant the  
22 requested approval only if:

- 23  
24 (a) The Owner has submitted a complete application;
- 25  
26 (b) The Architectural Committee finds that the plans and specifications conform  
27 to this Declaration and to the Architectural Rules in effect at the time such  
28 plans were submitted to the Architectural Committee. The Architectural  
29 Committee shall disapprove any application involving a request for or a need  
30 for a variance;
- 31  
32 (c) The Architectural Committee finds that the proposed work will, if approved,  
33 be consistent and compatible with the architectural and aesthetic standards  
34 prevailing within the Development and will be in harmony with the external  
35 design and appearance of other existing structures and improvements within  
36 the Development, and as to location with respect to topography and finished  
37 grade elevations; and
- 38  
39 (d) The Architectural Committee determines that the proposed work would be  
40 consistent with the standards of the Development and the purposes of this  
41 Declaration as to quality of workmanship and materials.

42  
43 7.13 Decisions in Writing; Timely Decision; Reasonable Conditions. All approvals and  
44 rejections of requests for approval shall be in writing and shall be issued by the  
45 Architectural Committee within forty-five (45) days from the date of submission of

1 a complete application to the Architectural Committee. Any approval may include  
2 such reasonable conditions as the Architectural Committee or the [Board](#) may  
3 determine. If a request is rejected, the decision shall include an explanation of  
4 the Architectural Committee's decision and a notice describing the [Owner's](#) right  
5 to request consideration by the Board.  
6

7 7.14 Disapproval by Architectural Committee Due to Variance Issue. An application  
8 that has been disapproved by the [Architectural Committee](#) due to a variance  
9 issue [as provided in [clause \(b\) of Section 7.12](#) ("[Basis for Decisions; Good](#)  
10 [Faith](#)")] may be re-submitted to the [Board](#) by the [Owner](#) or upon the Owner's  
11 request may be referred by the Architectural Committee to the Board. The  
12 Board, but not the Architectural Committee, may, but is not obligated to, grant  
13 variances or adjustments in its discretion, if necessary, to overcome practical  
14 difficulties due to topography or other conditions unique to a particular [Lot](#), avoid  
15 unnecessary expense, or prevent unnecessary hardship in the application of the  
16 provisions of the [Declaration](#); *provided, however*, that such variance or  
17 adjustment does not violate the purpose or purposes intended to be served by  
18 the standard or criteria being waived in each instance and is in conformity with  
19 the intent and purposes of the Declaration; and *provided, further*, that no such  
20 variance shall constitute a waiver of such provision with respect to any future  
21 application whether for the same Lot or any other Lot. Any variance granted by  
22 the Board shall be noted in the written approval of the proposed work and may  
23 be required by the Board to be recorded in the [County](#) records.  
24

25 7.15 Consideration by Board. If the [Architectural Committee](#) rejects a request for  
26 approval, the [Owner](#) shall be entitled to consideration of the request by the [Board](#)  
27 [of Directors](#) at an open meeting, pursuant to the procedures set forth in [Section](#)  
28 [13.13](#) ("[Owner's Request for Hearing](#)").  
29

30 7.16 Failure of Architectural Committee or Board to Make Timely Decision. If the  
31 [Architectural Committee](#) fails to act on a request for approval within the time  
32 specified in [Section 7.13](#) ("[Decisions in Writing; Timely Decision; Reasonable](#)  
33 [Conditions](#)"), or if the [Board](#) fails to consider the [Owner's](#) request in a timely  
34 fashion pursuant to [Section 7.15](#) ("[Consideration by Board](#)"), the Owner shall be  
35 entitled to invoke internal dispute resolution pursuant to [Civil Code section 5910](#),  
36 discussed in [Section 13.16](#) ("[Internal Dispute Resolution](#)").  
37

38 7.17 Failure to Obtain Required Approval. If any work that requires prior approval  
39 pursuant to this [Article 7](#) is performed without such approval having been  
40 obtained, the [Board](#) shall be entitled to proceed in accordance with the provisions  
41 of [Section 7.22](#) ("[Failure to Remedy Non-conformity](#)"), as though the Board had  
42 given written notice of non-conformity with approved plans per [Section 7.21](#)  
43 ("[Notice of Non-conformity](#)").  
44

1 7.18 Commencement of Approved Work. Upon receipt of written approval, the Owner  
2 shall, as soon as practicable, satisfy all conditions of the approval and diligently  
3 proceed with the commencement and completion of all approved work.  
4 Commencement of the approved work shall occur, in all cases, within ninety (90)  
5 days from the date of such approval. If the Owner fails to comply with this  
6 paragraph, any approval previously given shall be deemed revoked unless the  
7 Architectural Committee, upon written request of the Owner made prior to the  
8 expiration of the time for commencement of the approved work, extends the time  
9 for such commencement. The Architectural Committee shall not grant an  
10 extension of time for commencement of the work if the Architectural Committee  
11 finds that there has been a material change in the circumstances upon which the  
12 original approval was granted.

13  
14 7.19 Completion; Extension of Deadline. The Owner shall complete all approved work  
15 within one (1) year after commencement thereof; except that in the case of  
16 reconstruction after substantially total destruction of the improvements on a Lot,  
17 the construction or reconstruction shall be completed within eighteen (18) months  
18 after commencement thereof. The date for completion may be extended as long  
19 as such completion is rendered impossible or would result in great hardship to  
20 the Owner due to strikes, fires, national emergencies, natural calamities, or other  
21 supervening forces beyond the control of the Owner or his or her agents,  
22 provided the Owner notifies the Architectural Committee of such occurrence  
23 within a reasonable time after becoming aware of it. If an Owner fails to comply  
24 with this Section 7.19, the Architectural Committee shall notify the Board of such  
25 failure, and the Board shall be entitled to (or on its own initiative the Board may)  
26 proceed in accordance with the provisions of Section 7.22 ("Failure to Remedy  
27 Non-conformity"), as though the Board has given written notice of non-conformity  
28 with approved plans per Section 7.21 ("Notice of Non-conformity").

29  
30 7.20 Notice of Completion; Inspection of Completed Work. Upon the completion of  
31 any work for which approval is required under this Article 7, the Owner shall give  
32 written notice of completion to the Architectural Committee. Within sixty (60)  
33 days after receiving notice of completion from the Owner, the Architectural  
34 Committee or its duly-authorized representative may inspect such work to  
35 determine if it substantially complies with the granted approval and Owner shall  
36 cooperate with the Architectural Committee to conduct such inspection. If the  
37 Architectural Committee fails to notify the Owner of any non-conformity within  
38 such sixty (60) day period, the work shall be deemed to be in accordance with  
39 the granted approval. If the Owner fails to give notice of completion, the Board  
40 shall be entitled to proceed in accordance with the provisions of Section 7.22  
41 ("Failure to Remedy Non-conformity"), as though the Board has given written  
42 notice of non-conformity with approved plans per Section 7.21 ("Notice of Non-  
43 conformity").  
44

- 1 7.21 Notice of Non-conformity. If the [Architectural Committee](#) finds that the work was  
2 not done in substantial conformity with the granted approval, it shall notify the  
3 [Owner](#) in writing before the end of such sixty (60) day period set forth in [Section](#)  
4 [7.20](#) (“Notice of Completion; Inspection of Completed Work”) specifying  
5 particulars of non-conformity and requiring the Owner to remedy the same within  
6 thirty (30) days from the date of the notice from the Architectural Committee or  
7 such longer time as the Architectural Committee may designate in the notice.  
8
- 9 7.22 Failure to Remedy Non-conformity. If the [Owner](#) fails to remedy such non-  
10 conformity within the time specified in the notice of non-conformity from the  
11 [Architectural Committee](#), the Architectural Committee shall notify the [Board](#) in  
12 writing of such failure. Pursuant to the procedures set forth in [Section 13.12](#)  
13 (“Hearing Called by the Board; Executive Session; Open Meeting”), the Board  
14 shall then set a date on which a hearing before the Board shall be held regarding  
15 the alleged non-conformity. If the Board finds at such hearing that a substantial  
16 non-conformity exists, the Board may, in addition to any other remedy available  
17 under the [Governing Documents](#) or applicable law, order the Owner to remedy or  
18 remove such non-conformity. If the Owner thereafter fails to do so within the  
19 time specified by the Board, the Board may, in addition to any other remedy  
20 available under the Governing Documents or applicable law, remove or remedy  
21 the non-conformity and, in that event, all expenses incurred by the [Association](#) in  
22 connection therewith shall be assessed against the Owner as a Reimbursement  
23 Assessment.  
24
- 25 7.23 Non-waiver. The approval by the [Architectural Committee](#) or the [Board](#) of any  
26 plans, drawings, or specifications for any work done or proposed, or for any other  
27 matter requiring approval under this [Article 7](#), shall not be deemed to constitute a  
28 waiver of the right to withhold approval of any similar plan, drawing, specification,  
29 or matter subsequently submitted for approval with respect to the same [Lot](#) or  
30 any other Lot.  
31
- 32 7.24 Estoppel Certificate. Within thirty (30) days after written demand is delivered to  
33 the [Association](#) by an [Owner](#), and upon payment to the Association of a  
34 reasonable fee (as fixed from time to time by the [Board](#)), the Board shall cause to  
35 be recorded an estoppel certificate certifying, with respect to specified  
36 improvements and other work performed by the requesting Owner upon a  
37 particular [Lot](#) owned by such Owner, that as of the date of the estoppel  
38 certificate, either: (i) the improvements and other work specified by the Owner  
39 and performed by the Owner are not in violation of the architectural approval  
40 requirements of this [Declaration](#), or (ii) that certain or all of the specified  
41 improvements or other work are in violation of the architectural approval  
42 requirements, in which event the estoppel certificate shall identify the non-  
43 complying improvements or work and set forth with particularity the basis of such  
44 non-compliance. Any purchaser from the Owner, or from anyone deriving any  
45 interest in a Lot through the Owner, shall be entitled to rely on the recorded

1 estoppel certificate with respect to the matters therein set forth, such matters  
2 being conclusive as between the Association and the Owner(s) and any persons  
3 deriving any interest through the Owner(s).  
4

5 7.25 Disclaimer of Liability. Neither the Board, nor any committee, nor any member  
6 thereof shall be liable to the Association, to any Owner, or to any person deriving  
7 an interest through an Owner for any damage, loss, or prejudice suffered or  
8 claimed on account of: (i) the approval or disapproval of any plans, drawings,  
9 and specifications, whether or not defective; (ii) the construction or performance  
10 of any work, whether or not pursuant to approved plans, drawings, and  
11 specifications; (iii) the execution and filing of an estoppel certificate pursuant to  
12 Section 7.24 ("Estoppel Certificate") whether or not the facts therein are correct;  
13 *provided, however*, that the Board, committee, or such member has acted in  
14 good faith on the basis of such information as may be possessed by it or him or  
15 her. Without limiting the generality of the foregoing, the Board or any committee  
16 may, but is not required to, consult with or hear the views of the Association or  
17 any Owner with respect to any plans, drawings, specifications, or any other  
18 proposal submitted for approval pursuant to this Article 7. Every purchaser, by  
19 acquiring title to a Lot or portion thereof agrees not to bring any action or suit  
20 against the Board, the committee, or its or their members seeking to recover any  
21 such damages.  
22

23 7.26 Compliance with Governmental Requirements. The Owner of the Lot is required  
24 to obtain all permits and governmental authorizations, if any, required for any  
25 work done upon such Owner's Lot and such Owner must comply with all  
26 applicable zoning and building codes as well as other applicable laws and  
27 ordinances. The Owner of each Lot is solely responsible for complying with any  
28 applicable building permit process or other governmental requirements with  
29 respect to any work done upon the Owner's Lot. Submission of a request for  
30 approval by the Architectural Committee or the Board and the review and  
31 approval of any proposals, plans, or other submittals shall in no way be deemed  
32 to be satisfaction of or compliance with any building permit process or any other  
33 governmental requirements, nor shall it constitute the assumption of any  
34 responsibility by or impose any liability on the Association, the Board, the  
35 Architectural Committee, or its or their members as to the accuracy, efficacy, or  
36 sufficiency thereof. When architectural approval standards of the Association are  
37 more stringent than applicable governmental standards, the more stringent  
38 standards of the Association shall apply, notwithstanding the fact that  
39 governmental approval may have been obtained based on governmental  
40 standards that are less stringent than those of the Association.  
41  
42

1  
2 **ARTICLE 8                   ASSESSMENTS AND LIENS**  
3

---

4 8.1 Covenant of Owner. Each Owner of a Lot within the Development, by  
5 acceptance of a deed or other conveyance thereof, whether or not it shall be so  
6 expressed in such deed or conveyance, shall be deemed to have covenanted  
7 and agreed to pay to the Association all: (i) Annual Assessments, (ii) Special  
8 Assessments, (iii) Reimbursement Assessments, and (iv) Enforcement  
9 Assessments levied by the Association as hereinafter provided, together with all  
10 Additional Charges.

11  
12 8.1.1 Association's Power to Collect. Such deed or conveyance shall be  
13 deemed to vest in the Association the right and power to initiate all  
14 actions and procedures as the Board shall deem necessary or  
15 appropriate for the collection of such Assessments and Additional  
16 Charges and for the enforcement of the liens hereinafter provided for.

17  
18 8.1.2 Assessments Are a Personal Obligation. Assessments levied by the  
19 Association pursuant to this Declaration, together with all Additional  
20 Charges, shall be a personal debt and obligation of the Owner against  
21 whom they are assessed, and shall bind his or her heirs, devisees,  
22 personal representatives, successors, and assigns.

23  
24 8.1.3 Obligation Runs with the Land. The obligation to pay Assessments  
25 and Additional Charges and the right and power of the Association to  
26 initiate all actions and procedures for collection shall run with the land,  
27 so that each successive Owner or Owners of any Lot shall, in turn,  
28 become liable to pay all such Assessments and Additional Charges  
29 assessed that become due and payable during the time he or she is  
30 Owner of such Lot.

31  
32 8.1.4 Owner's Liability After Transfer. After an Owner transfers his or her  
33 ownership interest in any Lot, he or she shall not be liable for any  
34 Assessments levied thereafter with respect to such Lot. Such Owner  
35 shall remain personally liable, however, for all unpaid amounts due and  
36 owing at the time of transfer, together with Additional Charges accruing  
37 until time of collection. No assumption of personal liability by a  
38 successor Owner shall relieve any Owner from personal liability for  
39 delinquent Assessments. A Contract Seller of any Lot shall continue to  
40 be liable for all Assessments and Additional Charges until a  
41 conveyance by deed of such Lot is recorded in the Office of the County  
42 Recorder.

43  
44 8.2 Creation of Lien. Each Assessment levied by the Association pursuant to this  
45 Declaration, together with all Additional Charges, shall be a charge upon the land

1 and upon levy shall be secured by a continuing lien upon the property against  
2 which such Assessment is levied. The [Association](#) shall have a separate lien  
3 and a separate lien is hereby created upon each [Lot](#) to secure the payment of  
4 any such Assessments and Additional Charges as may be levied under this  
5 [Declaration](#).

6  
7 8.2.1 Lien Is Continuing. The lien provided for herein shall continue to  
8 secure all [Assessments](#) and [Additional Charges](#) levied upon any [Lot](#)  
9 notwithstanding the transfer of record title to such Lot, and any such  
10 transfer shall be subject to the [Association's](#) lien, provided that, prior to  
11 such transfer, a notice of delinquent assessment has been recorded as  
12 provided in the [Declaration](#) and by law.

13  
14 8.2.2 Priority of Association's Assessment Liens. The priority of all such  
15 liens on each [Lot](#) shall be in inverse order so that upon the foreclosure  
16 of the lien for any particular charge on any Lot, any sale of such Lot  
17 pursuant to foreclosure of the lien will be made subject to all liens  
18 securing [Assessments](#) and [Additional Charges](#) on such Lot that  
19 become due and payable subsequent to the lien being foreclosed  
20 upon.

21  
22 8.3 Purpose of Assessments. The [Assessments](#) levied by the [Board](#) shall be used  
23 exclusively to pay for the costs of management and operation of the  
24 [Development](#), of conducting the business and affairs of the [Association](#), to  
25 promote the recreation, health, safety, welfare, benefit, and interests of the  
26 [Owners](#) and [Residents](#) in the Development, and for the improvement and  
27 [maintenance](#), [repair](#), and [replacement](#) of the [Common Area](#) and, to the extent  
28 provided for in the [Governing Documents](#) or by law, of the [Lots](#) situated within  
29 the Development or which, in the opinion of the Board, shall be deemed to be  
30 necessary or proper for the management of the Development or of the affairs of  
31 the Association, or the benefit of the Owners, or for the enforcement of the  
32 Governing Documents.

33  
34 8.4 Funds to be Held in Association's Name. Unless otherwise determined by the  
35 [Board](#), the [Association](#) shall maintain at least two (2) separate accounts in one  
36 (1) or more banks or other depositories selected by the Board, which accounts  
37 shall be clearly designated Sunrise Homeowners Association operating account  
38 and Sunrise Homeowners Association reserve account. The [Assessments](#)  
39 collected by the Association shall be properly deposited into such accounts.  
40 Withdrawal of funds from Association accounts shall be subject to the  
41 requirements of [Section 10.4 of the Bylaws](#) ("[Checks, Drafts, and Evidences of](#)  
42 [Indebtedness](#)").

43  
44 8.5 Funds Held in Trust for Owners. The [Assessments](#) collected by the [Association](#)  
45 shall be held in trust by the Association for and on behalf of each [Owner](#). Upon

1 sale or transfer of any [Lot](#) by any [Owner](#), the Owner's interest in the funds held in  
2 trust by the Association shall terminate and shall be deemed automatically  
3 transferred to the successor-transferee of such Owner.  
4

5 8.6 Authority of the Board to Levy Assessments. The [Board](#) shall have the power  
6 and the duty to levy [Annual Assessments](#) and [Special Assessments](#) sufficient to  
7 meet the [Association's](#) obligations under the [Governing Documents](#) and  
8 applicable law.  
9

10 8.7 Annual Assessment.

11  
12 8.7.1 Calculation of Estimated Requirement. Prior to the beginning of each  
13 fiscal year, the [Board](#) shall estimate the net funds required by the  
14 [Association](#) for such fiscal year to manage, administer, operate, and  
15 [maintain](#) the [Development](#); to conduct the affairs of the Association;  
16 and to perform all of the Association's duties in accordance with the  
17 [Governing Documents](#), including a reasonable amount allocated to  
18 contingencies and to a reserve fund for restoration, [repair](#), and/or  
19 [replacement](#) of those components for which the Association is  
20 responsible and which must be repaired or replaced on a periodic  
21 basis. The amount of estimated required funds shall constitute the  
22 Annual Assessment.  
23

24 8.7.2 Allocation of Annual Assessment. The [Board](#) shall allocate and assess  
25 the Annual Assessment equally among the [Lots](#) by dividing the amount  
26 by the number of Lots within the [Development](#).  
27

28 8.7.3 Payment of Annual Assessment. Unless the [Board](#) shall designate  
29 otherwise, Annual Assessments shall be levied on an annual basis and  
30 shall be paid in two (2) equal semi-annual installments during the fiscal  
31 year, and each installment shall be due and payable on the first day of  
32 July and December.  
33

34 8.7.4 Notice of Annual Assessment. Not less than thirty (30) days and not  
35 more than ninety (90) days prior to the beginning of each fiscal year,  
36 the [Board](#) shall send to each [Owner](#) a notice of the amount of the  
37 Annual Assessment allocated to his or her [Lot](#), except that if there is  
38 an increase in the Annual Assessment over the previous year, in  
39 compliance with [Civil Code section 5615](#), the notice shall be provided  
40 to the Owner by [Individual Delivery](#) not less than thirty (30) days and  
41 not more than sixty (60) days before the due date of the increased  
42 Annual Assessment.  
43

44 8.7.5 Permitted Increase in Annual Assessment. Pursuant to [Civil Code](#)  
45 [section 5605\(b\)](#), except as otherwise provided by law, the [Board](#) shall

1 not increase the Annual Assessment for any fiscal year above the  
2 amount of the Annual Assessment for the preceding fiscal year by  
3 more than twenty percent (20%) (or such other limitation on the  
4 increase as may be imposed by law), except upon the affirmative vote  
5 of a majority of [Members](#) voting on any such increase in the Annual  
6 Assessment, provided that a quorum is established. For purposes of  
7 the preceding sentence and to the extent required pursuant to [Civil](#)  
8 [Code section 5605\(c\)](#), a quorum shall mean more than fifty percent  
9 (50%) of the Members of the [Association](#), notwithstanding any lower  
10 quorum requirement which may be set forth in the [Bylaws](#).

11  
12 8.7.6 Revised Annual Assessment. Subject to the provisions of [Section](#)  
13 [8.7.5 \(“Permitted Increase in Annual Assessment”\)](#) or as otherwise  
14 permitted by law, if at any time during the course of any year, the  
15 [Board](#) determines the amount of the Annual Assessment to be  
16 inadequate, by reason of a revision of its estimate of either expenses  
17 or income or otherwise, the Board shall have the right, at a regular or  
18 special meeting of the Board, to revise the Annual Assessment for the  
19 balance of the fiscal year. To the extent required by [Civil Code section](#)  
20 [5615](#), notice of any such increase shall be given to the [Members](#) by  
21 [Individual Delivery](#) and such revised Annual Assessment shall become  
22 effective on the first day of the next month that is at least thirty (30)  
23 days and not more than sixty (60) days after the date of such notice.

24  
25 8.7.7 Failure to Fix Annual Assessment. The failure or omission by the  
26 [Board](#) to fix or levy any Annual Assessment before the expiration of  
27 any fiscal year, for that fiscal year or the next fiscal year, shall not be  
28 deemed either a waiver or a modification in any respect of the  
29 provisions of this [Declaration](#), or a release of any [Owner](#) from the  
30 obligation to pay Assessments or any installment thereof for that or any  
31 subsequent year, but the amount of the Annual Assessment fixed for  
32 the preceding fiscal year shall be the amount of the Annual  
33 Assessment for the ensuing fiscal year until a new Annual Assessment  
34 is levied.

35  
36 8.8 Special Assessments.

37  
38 8.8.1 Purpose of Special Assessments. If at any time during any fiscal year  
39 the [Annual Assessment](#) proves inadequate for any reason, including  
40 nonpayment of any [Owner’s](#) share thereof or the unexpected [repair](#),  
41 [replacement](#), or reconstruction of improvements located in the  
42 [Development](#), or if funds are otherwise required for any authorized  
43 activity of the [Association](#), the [Board](#) may levy a Special Assessment  
44 in the amount of such actual or estimated inadequacy or cost.  
45

1 8.8.2 Permitted Amount of Special Assessments. Except in the case of an  
2 emergency situation as defined in [Civil Code section 5610](#), in any fiscal  
3 year the [Board](#) may not levy Special Assessments which, in the  
4 aggregate, exceed five percent (5%) of the budgeted gross expenses  
5 of the [Association](#) for that fiscal year (or such other limitation on the  
6 amount as may be imposed by law), except upon the affirmative vote  
7 of a majority of the [Members](#) voting on any such Special Assessment,  
8 provided that a quorum is established. For purposes of the preceding  
9 sentence and to the extent required pursuant to [Civil Code section](#)  
10 [5605\(c\)](#), a quorum shall mean more than fifty percent (50%) of the  
11 Members of the Association, notwithstanding any lower quorum  
12 requirement which may be set forth in the [Bylaws](#).

14 8.8.3 Allocation of Special Assessments. Special Assessments shall be  
15 allocated and assessed among the [Lots](#) in the same manner as Annual  
16 Assessments.

18 8.8.4 Notice of Special Assessment. Upon the imposition of a Special  
19 Assessment or an increase in a Special Assessment, in compliance  
20 with [Civil Code section 5615](#), notice thereof shall be given to each  
21 [Owner](#) by [Individual Delivery](#), not less than thirty (30) days and not  
22 more than sixty (60) days prior to the due date of the Special  
23 Assessment.

25 8.8.5 Payment of Special Assessments; Cost of Payment Plans. Special  
26 Assessments shall be payable in a lump sum or in installments as may  
27 be determined by the [Board](#) with regard to each Special Assessment  
28 when it is imposed. If the [Association](#) incurs additional expenses  
29 because of a payment method selected by an [Owner](#) (for example, but  
30 not limited to, paying a Special Assessment in installments instead of  
31 in a lump sum), the Association may charge such expense to the  
32 Owner as an [Additional Charge](#) or as a [Reimbursement Assessment](#).  
33 Nothing in this [Section 8.8](#) shall be deemed to obligate the Association  
34 to offer or permit alternate payment plans.

36 8.9 Reimbursement Assessments. The [Board](#), after notice and a hearing as  
37 provided for in [Section 13.11](#) (“[Notices: Content, Delivery](#)”) and [Section 13.12](#)  
38 (“[Hearing Called by the Board; Executive Session; Open Meeting](#)”), may levy a  
39 Reimbursement Assessment against an [Owner](#) and his or her [Lot](#):

41 (a) To reimburse the [Association](#) for costs incurred to [maintain](#), [repair](#), or  
42 [replace](#) property (including property within a [Lot](#)) when such damage is  
43 due to the act or neglect of such [Owner](#), his or her [Contract Purchaser](#), or  
44 member of his or her household, pet, tenant, invitee, or guest, or as  
45 otherwise provided in the [Governing Documents](#);

- 1  
2 (b) If the failure of such [Owner](#), his or her [Contract Purchaser](#), or member of  
3 his or her household, pet, tenant, invitee, or guest to comply with any  
4 provision of the [Governing Documents](#) has necessitated or resulted in an  
5 expenditure of funds by the [Association](#) to deal with such lack of  
6 compliance or to bring such person or the [Lot](#) into compliance;  
7  
8 (c) To reimburse the [Association](#) for any costs of collecting from an [Owner](#)  
9 any amount the Owner is obligated to pay the Association.

10  
11 Without limiting the generality of the foregoing, and to the fullest extent  
12 permitted by law, all costs including attorney fees, incurred by the  
13 [Association](#) to enforce [Section 5.7 \(“Restriction on Businesses”\)](#), [Section](#)  
14 [5.12 \(“Animals”\)](#), [Section 6.6 \(“Indemnification Regarding Tenant’s](#)  
15 [Actions”\)](#), and [Section 13.6 \(“Injunctions”\)](#), or to defend any claim arising  
16 or alleged to arise from any of the foregoing sections, shall be reimbursed  
17 to the Association as a [Reimbursement Assessment](#). Any  
18 Reimbursement Assessment shall be due and payable to the Association  
19 when levied.

- 20  
21 8.10 [Enforcement Assessments](#). Subject to the requirements set forth in [Section 13.8](#)  
22 [\(“Imposing Sanctions”\)](#), the [Board](#) may levy an Enforcement Assessment (and  
23 any fine or monetary penalty imposed by the Board in accordance with the  
24 provisions of the [Governing Documents](#) shall be deemed to be such an  
25 Enforcement Assessment), for violation of any of the provisions of the Governing  
26 Documents. Any Enforcement Assessment shall be due and payable to the  
27 [Association](#) when levied.  
28  
29 8.11 [No Offsets](#). All [Assessments](#) levied by the [Board](#) shall be payable in the full  
30 amount specified, including any [Additional Charges](#) imposed as provided by the  
31 terms of this [Declaration](#), and no offsets against any such amounts shall be  
32 permitted for any reason whatsoever, including without limitation a claim that the  
33 [Association](#) has failed to properly exercise its duties of [maintenance](#) or  
34 enforcement.  
35  
36 8.12 [Bad Checks](#). An [Owner](#) who writes a check to the [Association](#) on insufficient  
37 funds shall be charged a service fee in the amount permitted by [Civil Code](#)  
38 [section 1719](#) and may be liable for damages to the Association in an amount  
39 equal to three (3) times the amount of the bad check, as provided by statute.  
40  
41 8.13 [Delinquent Assessments: Acceleration in the Event of Delinquency](#). Any  
42 installment or other portion of an [Assessment](#) not received within fifteen (15)  
43 days after its due date shall be delinquent and, to the fullest extent permitted by  
44 law including [Civil Code section 5650\(b\)](#), shall be subject to a late charge and,  
45 thirty (30) days after the due date, interest not to exceed the maximum rate

1 permitted by law, as well as all other [Additional Charges](#). If any monthly  
2 installment of the Regular Assessment or any installment of a Special  
3 Assessment that has been levied or is permitted to be paid on an installment  
4 basis is delinquent for a period of sixty (60) days, the [Association](#) may, but shall  
5 not be obligated to, declare the entire balance of the [Annual Assessment](#) or the  
6 [Special Assessment](#) immediately due and payable together with all other  
7 delinquent amounts.  
8

9 8.14 Enforcement by Action at Law or Foreclosure. The [Board](#), on behalf of the  
10 [Association](#), may enforce the payment of any delinquent Assessment plus  
11 [Additional Charges](#) by bringing an action at law against any [Owner](#) personally  
12 obligated to pay the same, or by foreclosing the lien against the Owner's [Lot](#) by  
13 judicial or non-judicial foreclosure, to the fullest extent permitted by law. To the  
14 extent prohibited by [Civil Code section 5725\(b\)](#), the amount of an Enforcement  
15 Assessment may not become a lien that is enforceable by non-judicial  
16 foreclosure.  
17

18 8.14.1 Pre-lien Notice. At least thirty (30) days prior to recording a notice of  
19 delinquent assessment against a [Lot](#) to collect a debt that is past due, the  
20 [Association](#) shall provide written notice to the [Owner\(s\)](#) of the Lot, as  
21 required by [Civil Code section 5660](#) ("[Pre-lien Notice](#)").  
22

23 8.14.2 Prior to Recording a Lien. Prior to recording a notice of delinquent  
24 assessment, the [Association](#) shall comply with all applicable  
25 requirements imposed by law, including offering to participate in internal  
26 dispute resolution ([Section 13.16 of this Declaration](#)) or alternative  
27 dispute resolution ([Section 13.17 of this Declaration](#)) to the extent  
28 required pursuant to [Civil Code section 5670](#) and making the decision to  
29 record a lien for delinquent [Assessments](#) at an open meeting of the  
30 [Board](#), to the extent required pursuant to [Civil Code section 5673](#).  
31

32 8.14.3 Owner's Right to Discuss Payment Plan. To the extent provided in [Civil](#)  
33 [Code section 5665](#), an [Owner](#) may submit to the [Board](#) a written request  
34 to discuss a payment plan for a debt noticed in a pre-lien notice. If the  
35 Owner's written request is mailed to the Board (as evidenced by a  
36 postmark or receipt of mailing) within fifteen (15) days after the postmark  
37 on the pre-lien notice, the Board shall meet with the Owner within forty-  
38 five (45) days of the postmark date of the Owner's written request, unless  
39 there is not a regularly scheduled Board meeting within the period, in  
40 which case the Board, in its discretion, may hold a special meeting in  
41 executive session to meet with the Owner or may designate a committee  
42 of one (1) or more Board members to meet with the Owner.  
43  
44  
45

- 1           8.14.4     Notice of Delinquent Assessment. The amount of the past due debt  
2           noticed in the pre-lien notice shall be a lien from and after the  
3           recording of a notice of delinquent assessment. No later than ten (10)  
4           days after recordation, a copy of the notice of delinquent assessment  
5           shall be mailed by certified mail in compliance with [Civil Code section](#)  
6           [5675](#) to every person whose name is shown as an [Owner](#) of the [Lot](#) in  
7           the [Association](#) records or in such manner and to such persons as may  
8           be required by applicable law.  
9
- 10          8.14.5     Delinquent Assessments of Less Than \$1,800. To the extent provided  
11          in [Civil Code section 5720\(b\)](#), delinquent [Assessments](#) totaling less  
12          than Eighteen Hundred Dollars (\$1,800) that are less than twelve (12)  
13          months delinquent may not be collected by judicial or non-judicial  
14          foreclosure, but may be collected in any other manner provided by law  
15          including a civil action in small claims court to the extent provided in  
16          [Civil Code section 5720\(b\)\(1\)](#) or recording a lien as provided in [Civil](#)  
17          [Code section 5720\(b\)\(2\)](#). Prior to recording such a lien, the [Association](#)  
18          shall offer to participate in internal dispute resolution ([Section 13.16 of](#)  
19          [this Declaration](#)) to the extent required by [Civil Code section](#)  
20          [5720\(b\)\(2\)](#).  
21
- 22          8.14.6     Initiating Foreclosure. As provided in [Civil Code section 5700\(a\)](#), no  
23          procedures shall be initiated to foreclose the lien securing any noticed  
24          past due debt under this [Article 8](#) until after the expiration of thirty (30)  
25          days following the recording of a notice of delinquent assessment. To  
26          the extent required pursuant to [Civil Code section 5705\(b\)](#), the  
27          [Association](#) shall offer to participate in internal dispute resolution  
28          ([Section 13.16 of this Declaration](#)) or alternative dispute resolution  
29          ([Section 13.17 of this Declaration](#)). To the extent required by [Civil](#)  
30          [Code section 5705\(c\)](#), a decision to initiate foreclosure shall be made  
31          only by the [Board](#) in an executive session meeting.  
32
- 33          8.14.7     Amount Due and Payable. Except with respect to the amount of any  
34          Enforcement Assessment, upon the recording of the notice of  
35          delinquent assessment referred to above, the [Association](#) may, at its  
36          option, declare the entire balance of all sums then due or to become  
37          due from the [Owner](#), immediately due and payable, which total sum  
38          may then be included in any suit, action, or other procedure initiated to  
39          collect said sums, including all [Additional Charges](#).  
40
- 41          8.14.8     Notice of Initiating Foreclosure. To the extent required pursuant to  
42          [Civil Code section 5705\(d\)](#), the [Association](#) shall provide written notice  
43          of initiating foreclosure to the record [Owner](#) of the [Lot](#), including notice  
44          by personal service to any resident Owner.  
45

1 8.15 Power of Sale. Each Owner does hereby appoint the Association as trustee to  
2 enforce and to foreclose any lien which is established pursuant to the terms of this  
3 Declaration, by private power of sale, as provided in Division III, Part 4, Title 14,  
4 Chapter 2, Article 1, (Section 2920 and following) of the Civil Code, and does further  
5 grant to the Board of Directors, on behalf of the Association, the authority and power  
6 to sell the Lot of such Owner in the event of any default in payment of any  
7 Assessments or Additional Charges levied against such Lot, for lawful money of  
8 the United States, to the highest bidder, to satisfy said lien. The Association, as  
9 trustee for the remaining Owners, or any other Owner, may purchase the Lot at said  
10 sale.

11  
12 8.16 Right of Redemption. To the extent provided pursuant to Civil Code section 5715(b),  
13 a non-judicial foreclosure to collect delinquent Assessments shall be subject to a  
14 right of redemption.  
15

16 8.17 Remedies Are Cumulative. The Board may commence any procedure for the  
17 collection of delinquent Assessments upon its own decision. The remedies provided  
18 in this Declaration for collection of delinquent Assessments shall be cumulative and  
19 not exclusive; that is, the Association may use one (1) or more or all of the available  
20 remedies to collect delinquent Assessments to the fullest extent permitted by law.  
21

22 Partial Payments. The Association's acceptance of a partial payment, whether  
23 8.18 involuntary or voluntary, shall not prevent the Association from pursuing any or all  
24 of its available collection remedies.  
25

26 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent  
27 8.19 Assessment, including any Additional Charges, or the satisfaction thereof, the Board  
28 shall cause to be recorded, in the same manner as the notice of delinquent  
29 assessment, a further certificate stating the satisfaction thereof and the release of  
30 the lien.  
31

32 Subordination to Lien of First Mortgage. Except as otherwise expressly provided by  
33 8.20 law, the lien securing each of the Assessments provided for under this Declaration  
34 shall have priority as of the date of recordation of the notice of delinquent  
35 assessment as provided in Section 8.14.4 over all other liens and encumbrances  
36 applicable to the Lots; *provided, however*, that such Assessment lien shall be  
37 subordinate to the lien of any First Mortgage recorded against the Lot prior to the  
38 date the notice of delinquent assessment was recorded; and *provided, further*, that  
39 such subordination shall apply only to the Assessments which have become due  
40 and payable prior to the sale of such property pursuant to a decree of foreclosure  
41 of any such First Mortgage, or pursuant to a power of sale contained in any such  
42 First Mortgage. Such foreclosure sale shall not relieve such property from liability  
43 for any Assessments and Additional Charges becoming due after the sale of such  
44 property pursuant to a decree of foreclosure  
45

1 of any such First Mortgage, or pursuant to a power of sale contained in any such  
2 First Mortgage, nor from the lien of any subsequent Assessment, including  
3 Assessments levied against all Lots proportionately to compensate for the unpaid  
4 Assessments and Additional Charges, which shall constitute a lien upon the  
5 purchased Lot in accordance with this **Article 8**.

6  
7 8.21 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby  
8 waive, to the extent of any liens created pursuant to this Declaration, the benefit  
9 of any homestead or exemption laws of the State of California in effect at the  
10 time any Assessment or installment thereof becomes delinquent or any lien is  
11 imposed pursuant to the terms of this Declaration.

12  
13 8.22 Property Exempt from Assessments. The following property subject to this  
14 Declaration shall be exempt from the Assessments, Additional Charges, and  
15 liens created herein:

- 16  
17 (a) All property dedicated to and accepted by the City or County or other local  
18 public authority and devoted to public use;  
19  
20 (b) Any Lot which is owned by the Association as a result of the Association  
21 having acquired such Lot through foreclosure; *provided, however*, that  
22 such exemption shall apply only during the period in which the Association  
23 is record owner of such Lot; and  
24  
25 (c) All Common Area.

26  
27  
28 **ARTICLE 9 MAINTENANCE OF PROPERTY**

---

29  
30 9.1 Association's Responsibility for Common Area Generally. The Association shall  
31 provide maintenance, repair, and replacement of the Common Area and all  
32 facilities, improvements, equipment and landscaping thereon, including but not  
33 limited to the swimming pool, wading pool, pump house, pool house, cabana and  
34 open space and all other real and/or personal property that may be acquired by  
35 the Association, keeping such property in good condition and repair. Without  
36 limiting the generality of the foregoing:

- 37  
38 9.1.1 Landscaping; Janitorial; Painting. The Association shall specifically be  
39 responsible for providing lighting, landscaping, irrigation, gardening  
40 (including periodic replacement, as the Board deems necessary, of  
41 trees, shrubs, vines, hedges, ground cover, grass, vegetation and  
42 other plants upon the Common Area), and janitorial services for the  
43 Common Area, as needed, and shall cause any and all other acts to be  
44 done which may be necessary to assure the maintenance of the  
45 Common Area in good condition and repair, including painting of the

1 exterior surfaces of Common Area building(s) and such other portions  
2 of the Common Area as the Board, in its discretion, determines to be  
3 necessary.

4  
5 9.1.2 Common Area Utilities and Services; Utility Laterals. The Association  
6 shall procure and pay for water, sewage, garbage, electrical, gas,  
7 telephone, fiber optics, cable, and other service for the Common Area.  
8 The Association shall maintain all utility installations located in the  
9 Common Area, except for those installations maintained by public,  
10 private, or municipal utility companies, and those portions of any utility  
11 line exclusively servicing a Lot as provided in Section 9.2.4 ("Utility  
12 Lateral Lines").

13  
14 9.1.3 Common Area Fences. The Association shall be responsible for the  
15 maintenance, repair, and replacement of all fences within the Common  
16 Area and any fence situated upon or approximately upon the boundary  
17 between any Lot and any portion of the Common Area.

18  
19 9.1.4 Employees or Independent Contractors. The Association may perform  
20 its obligations and provide such services as the Board shall determine  
21 through employees of the Association or through independent  
22 contractors. In either case, Residents or Owners shall not interfere  
23 with or attempt to instruct any of such persons in the performance of  
24 their duties.

25  
26 9.2 Owner's Responsibility for Maintenance.

27  
28 9.2.1 Owner's Responsibility for Lots. Each Owner shall be responsible for  
29 the maintenance, repair, and replacement of his or her Lot and all  
30 improvements thereon, keeping the same in a clean, sanitary,  
31 workable, and attractive condition.

32  
33 9.2.2 Maintenance of Utility Easements. The easement area upon any Lot,  
34 and all improvements within such easement area, shall be maintained  
35 continuously by the Owner of such Lot, except for those improvements  
36 for which a public authority or a utility company is responsible. In  
37 addition, all sewer pipelines and other sewer facilities located within  
38 public roads, streets, and highways, abutting the Lots are reserved.

39  
40 9.2.3 Owner's Responsibility for Party Fences. Owner's responsibility for  
41 Party Fences (that is, fences situated on or approximately on the  
42 boundary line between two (2) Lots) shall be as set forth in Article 10  
43 ("Party Fences").

44

1 9.2.4 Utility Lateral Lines. Each Owner shall be responsible for the  
2 maintenance, repair, and replacement of utility lateral lines that serve  
3 the Owner's Lot exclusively, regardless of location.  
4

5 9.2.5 Owner's Cooperation. Each Owner and Resident shall cooperate with  
6 the Board and its agents in the performance of maintenance, repair, or  
7 replacement by the Association of any portion of Common Area that is  
8 the Association's responsibility.  
9

10 9.2.6 Compliance with Architectural Provisions. An Owner's right and  
11 responsibility for maintaining, repairing, or replacing any portions of his  
12 or her Lot shall be subject to any applicable provisions of the  
13 Governing Documents relating to landscaping and architectural control,  
14 including Article 7 ("Architectural Approval").  
15

16 9.3 Wood Destroying Organisms. As provided in Civil Code section 4780(b), each  
17 Owner is responsible for and shall perform maintenance and repair of his or her  
18 Lot and Dwelling occasioned by the presence of wood destroying pests or  
19 organisms, including mold, decay, dry rot, and termites. Without limiting the  
20 generality of the foregoing, every Owner and Resident shall be responsible for  
21 taking reasonable measures to prevent conditions that may cause such damage,  
22 including but not limited to use of proper spacers under planters and other  
23 objects that may trap moisture, stacking of firewood on racks, and prompt  
24 removal of leaves, dirt, and other debris and may be liable to the Association for  
25 the cost of maintenance, repair, or replacement due to damage as provided in  
26 Section 9.8 ("Owner's Liability to Association for Negligent Damage").  
27

28 9.4 Acceptance of Condition of Lot. Each Owner, by acceptance of a deed to a Lot,  
29 accepts responsibility for the condition of the Lot including but not limited to  
30 existing defects, unresolved architectural violations of any predecessor Owner,  
31 and failure of a predecessor Owner to perform maintenance, repairs, or  
32 replacement upon the Lot or any encroachments upon the Common Area that  
33 are the responsibility of the Lot Owners, and the Association shall be entitled to  
34 exercise all of its enforcement powers with respect to the obligations of Lot  
35 Owner in connection with such conditions, whether or not such conditions were  
36 disclosed to the Owner.  
37

38 9.5 Board's Discretion to Require Maintenance. The Board shall have the discretion  
39 to determine whether any maintenance, repair, or replacement that is the  
40 responsibility of an Owner is necessary to preserve the appearance and value of  
41 the property within the Development or any portion thereof and may notify an  
42 Owner of the work the Board deems necessary. In the event an Owner fails to  
43 perform such work within sixty (60) days after notification by the Board to the  
44 Owner, the Board may, after written notice to the Owner and the right of a  
45 hearing before the Board pursuant to Section 13.12 ("Hearing Called by the

1 [Board; Executive Session; Open Meeting](#)”), cause such work to be done and  
2 charge the cost thereof to the Owner as a [Reimbursement Assessment](#).  
3

4 9.6 Authority for Entry of Lot. The [Association](#) or its agents shall have the right to  
5 enter any [Lot](#) whenever such entry is necessary, in the [Board's](#) discretion, for  
6 purposes of inspection and/or in connection with the performance of any  
7 [maintenance](#), [repair](#), construction, or [replacement](#) for which the Association is  
8 responsible or which it is authorized to perform. Such entry shall be made with  
9 as little inconvenience to the [Residents](#) as practicable and only upon reasonable  
10 advance written notice of not less than twenty-four (24) hours, except that in  
11 emergency situations notice shall be given as the situation reasonably permits.  
12

13 9.7 Limitation of Association Liability. In the case of damage to a [Lot](#), any [Dwelling](#)  
14 or improvement thereon, or the contents thereof, arising or allegedly arising from  
15 the [Association's](#) performance of its [maintenance](#), [repair](#), or [replacement](#)  
16 obligations, the Association shall not be responsible or liable for such damage,  
17 except to the extent arising from the willful misconduct or gross negligence of the  
18 Association, its employees, contractors, or agents.  
19

20 9.8 Owner's Liability to Association for Negligent Damage. In the event the need for  
21 any [maintenance](#), [repair](#), or [replacement](#) performed by the [Association](#) is caused  
22 by the willful or negligent act or omission of an [Owner](#) or a [Resident](#), a member  
23 of his or her household, pets, tenants, invitees, or guests, the cost of such  
24 maintenance, repair, or replacement not covered by insurance, including any  
25 applicable insurance deductible and the cost of materials, labor, supplies, and  
26 services shall be charged to, and paid by, the Owner of the [Lot](#) in the form of a  
27 [Reimbursement Assessment](#).  
28  
29

## 30 **ARTICLE 10 PARTY FENCES**

---

31  
32 10.1 Party Fence Defined. Party Fence shall mean each fence built as part of the  
33 original construction of the [Dwellings](#) within the [Development](#) and placed on or  
34 approximately on the boundary line between the [Lots](#).  
35

36 10.2 General Rules of Law to Apply. Unless and to the extent they conflict with the  
37 provisions of the [Declaration](#), the general rules of law regarding party walls and  
38 boundary fences and liability for property damage due to negligence or willful  
39 acts or omissions shall apply thereto, as provided in this [Article 10](#).  
40

41 10.3 Sharing of Maintenance, Repair, and Replacement Costs. The cost of  
42 [maintenance](#), [repair](#), and [replacement](#) of a [Party Fence](#) shall be shared by the  
43 [Owners](#) pursuant to the terms of any written agreement entered into between the  
44 Owners thereof for that purpose. In the absence of such a written agreement,  
45 such costs shall be shared by the Owners who make use of the Party Fence in

1 proportion to such use; provided that if a Party Fence is destroyed or damaged  
2 by fire or other casualty, any Owner who has used the Party Fence may restore  
3 it, and if the other Owners thereafter make use of the Party Fence, they shall  
4 contribute to the cost of restoration thereof in proportion to such use, without  
5 prejudice, however, to the right of any such Owners to call for a larger  
6 contribution from the others under any rule of law regarding liability for negligent  
7 or willful acts or omissions.  
8

9 10.4 Right to Contribution Runs with Land. The right of any Owner to contribution  
10 from any other Owner under this Article 10 shall be appurtenant to and run with  
11 the land and shall pass to such Owner's successors in title.  
12

13 10.5 Party Fence Disputes. Party Fences are not Common Area and are not the  
14 responsibility of the Association. Any dispute concerning a Party Fence, or  
15 otherwise under the provisions of this Article 10, shall be subject to the  
16 alternative dispute resolution provisions in Section 13.17 ("Alternative Dispute  
17 Resolution Before Initiating Lawsuit").  
18  
19

## 20 **ARTICLE 11 INSURANCE**

---

21  
22 11.1 Insurance Coverage to Be Maintained by Association. The Association shall  
23 procure and maintain, as a common expense of all Owners, the types of  
24 insurance described in Section 11.2 ("Common Area Hazard Insurance to Be  
25 Maintained by Association"), Section 11.3 ("General Liability Insurance to Be  
26 Maintained by Association"), and Section 11.4 ("Other Insurance to Be  
27 Maintained by Association"), if and to the extent such insurance, with the  
28 coverages described below, is available at a reasonable premium cost.  
29

30 11.2 Common Area Hazard Insurance to Be Maintained by Association. The  
31 Association shall maintain a policy of fire and extended coverage insurance  
32 covering all of the Common Area and all furnishings, equipment, and personal  
33 property owned by the Association or owned in common by all of the Owners,  
34 with limits equal to one hundred percent (100%) of the full insurable replacement  
35 costs of the Common Area improvements exclusive of land, foundation,  
36 excavations, and other items normally excluded from coverage. The policy may  
37 contain a reasonable deductible and the amount of the deductible shall be added  
38 to the face amount of the policy in determining whether the insurance equals the  
39 replacement cost.  
40

41 11.2.1 Policy Endorsements. The policy may include such endorsements as  
42 the Board, in its discretion, shall determine based on the character and  
43 replacement cost of the Common Area improvements from time to  
44 time, such as:  
45

- 1 (i) an agreed amount endorsement or its equivalent,  
2  
3 (ii) an increased cost of construction endorsement or a contingent  
4 liability from operation of building laws endorsement or their  
5 equivalent,  
6  
7 (iii) an extended coverage endorsement,  
8  
9 (iv) coverage for costs of demolition,  
10  
11 (v) glass coverage,  
12  
13 (vi) coverage for loss or damage as a result of theft, vandalism,  
14 malicious mischief; coverage for equipment breakdown of any  
15 equipment required to run and operate the [Development](#); and  
16 for sprinkler leakage; windstorm, or water damage,  
17  
18 (vii) coverage to permit cash settlement covering full value of the  
19 improvements in case of partial destruction and a decision not  
20 to rebuild,  
21  
22 (viii) coverage for demolition in the event of total or partial destruction  
23 and a decision not to rebuild, and  
24  
25 (ix) [maintenance](#) fees receivable coverage in case of damage to a  
26 [Lot](#) by a covered peril and the [Board](#) is unable, after reasonable  
27 effort to collect [Assessments](#) from the [Owner](#) of the affected Lot.  
28

29 11.3 General Liability Insurance to Be Maintained by Association. The [Association](#)  
30 shall maintain commercial general liability insurance insuring the Association, its  
31 officers and directors, and the [Owners](#) against any liability incident to ownership,  
32 [maintenance](#), and [repair](#) of the [Common Area](#), but excluding the liability of an  
33 Owner incident to personal bodily injury and property damage occurring within  
34 that Owner's [Lot](#) or in any other Lot or upon the Common Area resulting from the  
35 negligence of that Owner. Limits of liability shall be set by the [Board](#) but shall in  
36 no event be less than Three Million Dollars (\$3,000,000).  
37

38 11.3.1 Scope of Coverage. Such liability insurance policy shall insure against  
39 bodily injury, death, or property damage occurring in, on or about any  
40 portion of the [Common Area](#) and if available and at a reasonable cost  
41 as determined by the [Board](#) shall include:  
42

- 43 (i) water damage liability,  
44

- 1 (ii) hired and non-owned vehicle coverage, theft and collision  
2 coverage,  
3  
4 (iii) liability for property of others,  
5  
6 (iv) off-premises employee coverage, and  
7  
8 (v) such other risks as are customarily covered in similar  
9 developments.

10  
11 11.3.2 Other Provisions. If available and at a reasonable cost as determined  
12 by the Board, such liability insurance policy shall:

- 13  
14 (i) name the Association as a first-named insured and Owners as  
15 named insureds, with policy benefits payable to the Association  
16 as trustee for the Owners or any of them;  
17  
18 (ii) contain a waiver of subrogation as to claims against the  
19 Association, the Board members, the Owners and members of  
20 the Owner's family who reside with such Owner, except in cases  
21 of arson or fraud;  
22  
23 (iii) contain a waiver of the defense of invalidity on account of the  
24 conduct of any Owner over which the Board has "no control;"  
25  
26 (iv) require that at least thirty (30) days' prior written notice be given  
27 to the Association by the insurer before cancellation except that  
28 in the case of cancellation for nonpayment of premiums or for  
29 fraud, the notice shall be given no less than ten (10) days prior  
30 to the effective date of the cancellation;  
31  
32 (v) provide that in no event shall the insurance be brought into  
33 contribution with insurance purchased individually by Owners or  
34 their Mortgagees;  
35  
36 (vi) exclude policies obtained by the individual Owners from  
37 consideration under any "other insurance" clause; and  
38  
39 (vii) contain a provision requiring the insurer to defend lawsuits for  
40 which there is coverage under the policy even if the allegations  
41 are fraudulent, but authorizing the insurer to make such  
42 investigation and settlement of any claim or suit within the policy  
43 limit as it deems expedient.  
44

1  
2 11.4 Other Insurance to Be Maintained by Association.

3  
4 11.4.1 Directors' and Officers' Insurance. The [Association](#) shall maintain  
5 directors' and officers' liability insurance with limits to be set by the  
6 [Board](#) but in no event less than One Million Dollars (\$1,000,000) or any  
7 higher applicable limit set forth in [Civil Code section 5800](#), and  
8 containing a cross-liability endorsement and waiver of subrogation as  
9 to the Association, the officers, and the directors, and the agents and  
10 employees of any of them. Coverage for prior acts, to the extent  
11 obtainable, shall be included.

12  
13 11.4.2 Workers' Compensation Insurance. The [Association](#) shall maintain  
14 workers' compensation insurance to the extent necessary to comply  
15 with any applicable laws and may carry such insurance at any time as  
16 determined by the [Board](#).

17  
18 11.4.3 Fidelity Bond. In accordance with [Civil Code section 5806](#), the  
19 [Association](#) shall maintain a standard fidelity bond covering dishonest  
20 acts on the part of officers and directors of the Association, the  
21 manager, and any employees or volunteers who are responsible to  
22 handle funds of the Association, including computer fraud and funds  
23 transferred fraud. Such bond shall name the Association as obligee,  
24 shall be written in an amount which shall be determined by the [Board](#)  
25 but in no event less than the combined amount of the Association's  
26 reserves and total [Assessments](#) for three (3) months, and shall contain  
27 a waiver of any defense based on the exclusion of persons serving  
28 without compensation.

29  
30 11.4.4 Other Insurance. The [Association](#) may maintain at any time and from  
31 time to time any other insurance, including but not limited to  
32 earthquake and/or flood insurance, and bonds as the [Board](#) may from  
33 time to time deem necessary or desirable.

34  
35 11.5 Insurance to Be Maintained by Owner. The insurance policies to be carried by  
36 the [Association](#) pursuant to [Section 11.1 \("Insurance Coverage to Be Maintained](#)  
37 [by Association"\)](#) are not intended to cover the [Lots](#) or the [Dwellings](#), or liability of  
38 an [Owner](#) incident to ownership or use of his or her Lot or Dwelling or liability  
39 incident to an Owner's negligence upon the [Common Area](#). Each Owner shall be  
40 responsible for procuring and maintaining hazard insurance on the Owner's Lot  
41 and Dwelling improvements, insurance against Owner liability incident to  
42 ownership or use of the Owner's Lot or Dwelling, liability incident to an Owner's  
43 negligence upon the Common Area, insurance on the contents of the Dwelling,  
44 and such other insurance as the Owner shall determine is adequate to cover  
45 such other risks as the Owner shall determine, including but not limited to loss of

1 use, additional living expenses, loss of rental income, and loss assessment  
2 coverage. If an Owner fails to obtain any insurance he or she is obligated or  
3 permitted to obtain pursuant to this [Declaration](#), nothing in this Declaration shall  
4 be construed to impose any obligation whatsoever on the [Association](#) to insure  
5 that which the Owner does not insure.

6  
7 11.5.1 No Overlapping Coverage. No [Owner](#) shall obtain or maintain any  
8 policy of insurance that reduces the amount of coverage under any  
9 policy obtained or maintained by the [Association](#) pursuant to [Section](#)  
10 [11.2](#) (“[Common Area Hazard Insurance to Be Maintained by](#)  
11 [Association](#)”), [Section 11.3](#) (“[General Liability Insurance to Be](#)  
12 [Maintained by Association](#)”), or [Section 11.4](#) (“[Other Insurance to Be](#)  
13 [Maintained by Association](#)”). If any Owner violates the provisions of  
14 this [Section 11.5.1](#), any diminution in insurance proceeds otherwise  
15 payable to the Association that results from the existence of such other  
16 insurance will be chargeable to the Owner who acquired such other  
17 insurance and each Owner hereby assigns to the Association the  
18 proceeds of any such policy to the extent any such decrease in  
19 proceeds in fact occurs (such proceeds to be applied pursuant to the  
20 [Declaration](#) as if produced by the Association’s coverage). Such  
21 Owner will be liable to the Association to the extent of any diminution  
22 and the Association shall levy a [Reimbursement Assessment](#) against  
23 such Owner in the amount of such diminution.

24  
25 11.5.2 Other Owner-maintained Insurance. Each [Owner](#) shall be responsible,  
26 at his or her sole cost and expense, to obtain such other insurance as  
27 the Owner shall determine is adequate to cover such other risks as the  
28 Owner shall determine, including but not limited to loss of use or loss  
29 of rental income.

30  
31 11.5.3 Evidence of Insurance; No Obligation of Association. Upon request  
32 from the [Board](#), each [Owner](#) shall provide evidence of such insurance  
33 annually. If an Owner fails to obtain any insurance he or she is  
34 obligated or permitted to obtain pursuant to this [Declaration](#), nothing in  
35 this Declaration shall be construed to impose any obligation  
36 whatsoever on the [Association](#) to ensure that which the Owner does not  
37 insure. The right of the Board to request evidence of insurance that an  
38 Owner is obligated to carry pursuant to this Declaration shall not be  
39 deemed to impose a duty on the Board or the Association to request  
40 such evidence of insurance or impose on the Association any liability  
41 to any person arising or claimed to arise out of any action or inaction  
42 by the Board, the Association or anyone acting on the Association’s or  
43 the Board’s behalf with respect to verifying any Owner’s compliance  
44 with the Owner’s obligation to carry insurance.  
45

- 1 11.6 Insurance Proceeds. Proceeds of all insurance policies owned by the  
2 Association shall be received by the Association and shall be distributed to the  
3 Association, the Owners, and their Mortgagees subject to the provisions of the  
4 Declaration as their interest may appear; *provided, however*, that whenever  
5 repair or reconstruction is required, the proceeds of any insurance received by  
6 the Association as a result of any loss shall be applied to such repair or  
7 reconstruction except to the extent of any excess insurance proceeds as  
8 provided in Section 12.2.4 (“Excess Insurance Proceeds”).  
9
- 10 11.7 Responsibility for Payment of Deductible. Subject to the provisions of Section  
11 9.8 (“Owner’s Liability to Association for Negligent Damage”), the amount of the  
12 deductible under any insurance obtained by the Association shall be borne solely  
13 by the Association. If an Owner is responsible for the payment of such  
14 deductible, the failure or refusal of the Owner’s insurance carrier to pay or  
15 reimburse the deductible shall not relieve the Owner of his or her responsibility  
16 for the deductible.  
17
- 18 11.8 Owner’s Liability for Conditions Affecting Insurance. As provided in Section 5.10  
19 (“Conditions Affecting Insurance”), the responsible Lot Owner shall be liable to  
20 the Association if anything is done, placed, or kept within the Development that  
21 increases the rate of insurance or results in the cancellation of insurance under  
22 any insurance policy maintained by the Association.  
23
- 24 11.9 Insurance Carriers. All insurance policies carried by the Association shall be  
25 written by companies that are not prohibited from doing business in the State of  
26 California.  
27
- 28 11.10 Annual Review of Policies. The limits and coverage of all insurance policies  
29 carried by the Association shall be reviewed at least annually by the Board and  
30 increased or decreased in its discretion.  
31
- 32 11.11 Coverage Not Available; Disclaimer. In the event any insurance policy or any  
33 endorsement listed in in Section 11.2 (“Common Area Hazard Insurance to Be  
34 Maintained by Association”), Section 11.3 (“General Liability Insurance to Be  
35 Maintained by Association”), and Section 11.4 (“Other Insurance to Be  
36 Maintained by Association”), is for any reason not available, then the Association  
37 shall obtain such other or substitute policy or endorsement as may be available  
38 which provides, as nearly as possible, the coverage described above. The  
39 Association, and its directors and officers, shall have no liability to any Lot Owner  
40 or Mortgagee if, after good faith effort, it is unable to obtain or maintain the  
41 insurance required pursuant to Section 11.2, Section 11.3, and Section 11.4  
42 because the insurance is no longer available or, if available, can be obtained or  
43 maintained only at a cost that the Board in its sole discretion determines is  
44 unreasonable under the circumstances, or the Members fail to approve any  
45 Special Assessment or increase in the Annual Assessment needed to fund the

1 insurance premiums. In accordance with [Civil Code section 5810](#), as soon as  
2 reasonably practicable, the Association shall notify the [Members](#) by Individual  
3 Notice if any of the policies described in [Section 7.5.8 of the Bylaws](#) ("[Summary](#)  
4 [of Association's Insurance Policies](#)") have lapsed or been canceled, and are not  
5 immediately renewed, restored, or replaced, or if there is a significant change,  
6 such as a reduction in coverage or limits or an increase in the deductible for any  
7 of those policies. If the Association receives any notice of non-renewal of a  
8 policy described in [Section 7.5.8 of the Bylaws](#) and replacement coverage will  
9 not be in effect by the date the existing coverage will lapse, the Association shall  
10 immediately notify the Members by [Individual Notice](#).

11  
12 11.12 [Copies of Policies](#). Copies of all insurance policies (or certificates of insurance)  
13 and paid invoices showing that premiums have been paid shall be retained by  
14 the [Association](#) and shall be available for inspection by [Owners](#) at any  
15 reasonable time.

16  
17 11.13 [Adjustment of Losses](#). The [Board](#) is appointed attorney-in-fact by each [Owner](#) to  
18 file all claims and to negotiate and agree on the value and extent of any loss  
19 under any policy carried by the [Association](#) pursuant to [Section 11.2](#) ("[Common](#)  
20 [Area Hazard Insurance to Be Maintained by Association](#)"), [Section 11.3](#)  
21 ("[General Liability Insurance to Be Maintained by Association](#)"), and [Section 11.4](#)  
22 ("[Other Insurance to Be Maintained by Association](#)"). The Board is granted full  
23 right and authority to compromise and settle any claims or enforce any claim by  
24 legal action or otherwise and to execute releases in favor of any insured.

25  
26 11.14 [Premiums](#). The costs of insurance obtained by the [Association](#) shall be a  
27 common expense of the Association, shall be included in the [Annual](#)  
28 [Assessment](#), and shall be paid for out of the operating fund of the Association.

## 31 **ARTICLE 12**                    **DAMAGE OR DESTRUCTION; CONDEMNATION**

---

32  
33 12.1 [Emergency Repairs](#). Without waiting to obtain insurance settlements or bids, the  
34 [Board](#) may undertake such emergency [repair](#) work after a casualty to the  
35 [Common Area](#) or Common Area improvements as it may deem necessary or  
36 desirable under the circumstances including but not limited to mitigating or  
37 removing dangerous conditions and other actions that may be necessary to  
38 comply with applicable laws, ordinances, and regulations; and the Board may  
39 charge the operating account for the costs thereof.

40  
41 12.2 [Damage to Common Area](#). In the event of damage to or destruction of the  
42 [Common Area](#) or other property of the [Association](#) or any part thereof, then the  
43 following provisions shall apply:  
44

- 1 12.2.1 Amount of Insurance Proceeds. The Board shall obtain a  
2 determination of the amount of available insurance proceeds that will  
3 be recovered from the Association's insurance carrier(s).  
4
- 5 12.2.2 Bids. The Board shall obtain such bids from responsible licensed  
6 contractors as the Board deems appropriate to restore the damaged or  
7 destroyed property to its condition immediately prior to such damage or  
8 destruction (including compliance with current building code and  
9 ordinance requirements and any modifications approved by the Board),  
10 including provision for a completion bond.  
11
- 12 12.2.3 Sufficient Proceeds. If the insurance proceeds paid to the Association  
13 are sufficient to cover the costs of restoration, the Board shall contract  
14 with such contractor as the Board in its discretion shall determine and  
15 proceed to perform the restoration.  
16
- 17 12.2.4 Excess Insurance Proceeds. Any excess insurance funds shall be  
18 deposited in the operating account of the Association.  
19
- 20 12.2.5 Insufficient Proceeds; Decision Not to Repair. If the insurance  
21 proceeds, together with reserve funds, if any, allocated for replacement  
22 of the damaged or destroyed improvement, are insufficient to cover the  
23 costs of repair or replacement of the property damaged or destroyed,  
24 the Association may levy a Special Assessment against the Members  
25 of the Association up to the maximum amount permitted without a  
26 Member approval vote as provided in Section 8.8.2 ("Permitted  
27 Amount of Special Assessments") to cover the cost of the repair or  
28 replacement not covered by the insurance proceeds. If the sum of  
29 insurance proceeds, allocated reserve funds, and Special Assessment  
30 funds equal less than eighty-five percent (85%) of the cost of repair or  
31 replacement, the Members may elect not to cause such replacement  
32 or repair by the vote of two-thirds (2/3) of the Total Voting Power of the  
33 Association. In that event, the damaged Common Area shall be  
34 cleared and landscaped; *provided, however*, that there shall exist in  
35 such Common Area adequate vehicular and pedestrian rights-of-way  
36 for Owners to ensure legal access to each Owner's Lot and the costs  
37 thereof shall be paid from the insurance proceeds, any allocated  
38 reserve funds and, if necessary, the other funds of the Association.  
39 Any remaining insurance proceeds shall be distributed by the  
40 Association to the Members pro rata or otherwise made use of as  
41 determined by the vote of the Members.  
42
- 43 12.2.6 Alternative Repair Plan. If a decision not to rebuild is not approved  
44 pursuant to Section 12.2.5 ("Insufficient Proceeds; Decision Not to  
45 Repair"), the Board shall use such funds as are available to repair or

1 stabilize the damaged [Common Area](#) according to such alternative  
2 plan as the Board shall deem appropriate under the circumstances.

3  
4 **12.3 Rebuilding or Repair of Improvements on a Lot.**

5  
6 12.3.1 Owner to Repair. If any [Lot](#) or any improvement on a Lot is damaged or  
7 destroyed by fire or other casualty, the [Owner\(s\)](#) of such Lot shall [repair](#)  
8 or rebuild the structures upon such Lot and restore such Lot to its  
9 condition prior to the damage or destruction, or to such other condition as  
10 shall have been approved in advance by the [Architectural Committee](#)  
11 pursuant to [Article 7 \("Architectural Approval"\)](#).

12  
13 12.3.2 Commencement and Completion of Repair. [Repair](#) or rebuilding shall be  
14 commenced and completed within the times specified in [Section](#)  
15 [7.18 \("Commencement of Approved Work"\)](#) and [Section 7.19](#)  
16 [\("Completion; Extension of Deadline"\)](#).

17  
18 12.3.3 Insufficient Insurance Proceeds. In the event the insurance proceeds are  
19 insufficient to complete such work, the [Lot Owner](#) shall pay such  
20 additional sums as may be necessary to complete such rebuilding and  
21 [repair](#).

22  
23 12.3.4 Destruction; Failure to Timely Repair. In the case of total or substantially  
24 total destruction of a [Dwelling](#), if restoration is not commenced within one  
25 (1) year after the occurrence of the destruction, the [Board](#) may require  
26 that the foundation and other installations be removed and the [Lot](#)  
27 restored to a safe, orderly, and natural condition. Nothing in the preceding  
28 sentence shall be deemed to limit the right of the [Association](#) to otherwise  
29 enforce the obligation of an [Owner](#) to restore or rebuild the damaged  
30 structures and restore the Lot as provided in the first sentence of [Section](#)  
31 [12.3.1 \("Owner to Repair"\)](#).

32  
33 **12.4 Condemnation of Common Area.**

34  
35 12.4.1 Association to Represent Owners. If at any time all or any portion of  
36 any [Common Area](#), or any interest therein, shall be taken for any  
37 public or quasi-public use under any statute, by right of eminent  
38 domain, or by private purchase in lieu of eminent domain, the  
39 [Association](#) shall represent the interests of all [Owners](#) in any  
40 proceedings relating to such condemnation to the extent such Owners  
41 have any interest in the Common Area.

42  
43 12.4.2 Condemnation Award. The entire compensation or award in  
44 condemnation, to the extent such award is not apportioned among the  
45 [Owners](#) by court judgment or by agreement between the condemning

1 authority and each of the affected Owners in the [Development](#), shall be  
2 paid to the [Association](#) and shall be used in the manner determined by  
3 the [Board](#), provided that such use shall not be inconsistent with the  
4 purposes of the Association.  
5

6 **12.5 Condemnation of Lots.**  
7

8 12.5.1 Total Condemnation of Lot. If an entire [Dwelling](#) or [Lot](#), or so much  
9 thereof as to render the remainder unfit for use as a Dwelling, is  
10 condemned or taken for a public or quasi-public use pursuant to any  
11 statute, by right of eminent domain, or by private purchase in lieu of  
12 eminent domain, the [Owner's](#) membership in the [Association](#) shall  
13 terminate as of the last day of the month in which the condemner  
14 obtains the right to possession, or upon the Owner vacating the Lot,  
15 whichever occurs last.  
16

17 12.5.2 Partial Condemnation of Lot. If only a portion of a [Dwelling](#) or [Lot](#) is  
18 taken and the remainder is fit for use as a Dwelling, the [Owner](#) shall  
19 continue to be a [Member](#) of the [Association](#).  
20

21 12.5.3 Rights of Association. In any condemnation action involving an  
22 [Owner's Dwelling](#) or [Lot](#), the [Association](#) shall have the right to seek  
23 compensation for any damages incurred by the Association.  
24

25 12.6 Revision of Documents. In the event of (i) a partial or complete condemnation of  
26 the [Common Area](#) or the taking of all or a portion of the Common Area by right of  
27 eminent domain or by private purchase in lieu of eminent domain, (ii)  
28 condemnation or taking of one (1) or more [Lots](#), or (iii) a decision by the  
29 [Association](#) by affirmative act or failure to act, not to [repair](#) damaged Common  
30 Area, the Association shall have the power and authority to resurvey the  
31 remaining portion of the [Development](#) and to execute and record, on behalf of  
32 itself and the individual [Owners](#), all necessary documents to show the altered  
33 status of the Development, including but not limited to a revised [Subdivision Map](#)  
34 and an amended [Declaration](#) and readjustment of the percentages of undivided  
35 interest of the remaining Owners in the Development, if applicable.  
36  
37

38 **ARTICLE 13 ENFORCEMENT; NOTICE; HEARINGS**  
39

40 13.1 Violations as Nuisance. Every act or omission constituting or resulting in a  
41 violation of any of the provisions of the [Governing Documents](#) shall be deemed to  
42 constitute a nuisance and, in addition to any other remedies which may be  
43 available, such nuisance may be abated or enjoined by the [Association](#) or its  
44 officers or [Board of Directors](#) or by any [Owner](#); *provided, however*, that the Board  
45 shall not be obligated to take action to abate or enjoin a particular violation if, in

1 the exercise of its discretion, the Board determines that acting to abate or enjoin  
2 such violation is not likely to foster or protect the interests of the Association and  
3 its [Members](#) as a whole. Notwithstanding the preceding sentence and without  
4 limiting the generality of the proviso therein, nothing in the [Governing Documents](#)  
5 shall be deemed to impose upon the Association, the Board, or the officers,  
6 employees, or agents of the Association a duty to intervene in any physical  
7 dispute or altercation or any criminal or alleged criminal activity other than to  
8 notify law enforcement officials.

9  
10 13.2 Violation of Law Is a Violation of the Declaration. Any violation of a state,  
11 municipal, or local law, ordinance or regulation pertaining to the ownership,  
12 occupancy, or use of any property within the [Development](#) is hereby declared to  
13 be a violation of this [Declaration](#) and subject to any and all of the enforcement  
14 procedures set forth herein.

15  
16 13.3 Owner's Responsibility for Conduct and Damages. Each [Owner](#) shall be fully  
17 responsible for informing members of his or her household, [Contract Purchasers](#),  
18 tenants, invitees, and guests of the provisions of the [Governing Documents](#), and  
19 shall be fully responsible for the conduct, activities, and any Governing  
20 Document violation of any of them, and for any damage to the [Development](#) or  
21 the [Association](#) resulting from the negligent or intentional conduct of any of them  
22 or the conduct of any pet belonging to any of them. If a [Lot](#) is owned jointly by  
23 two (2) or more persons, the liability of each Owner in connection with the  
24 obligations imposed by the Governing Documents shall be joint and several; that  
25 is, each co-Owner individually shall be fully liable and responsible and all co-  
26 Owners collectively shall be fully liable and responsible. The foregoing  
27 provisions of this [Section 13.3](#) are in addition to and shall not limit the generality  
28 of the provisions of [Section 5.7.2 \("Indemnification Regarding Business Activity"\)](#),  
29 [Section 5.12 \("Animals"\)](#), [Section 6.6 \("Indemnification Regarding Tenant's](#)  
30 [Actions"\)](#), and [Section 7.25 \("Disclaimer of Liability"\)](#).

31  
32 13.4 No Avoidance. No [Owner](#) may avoid the burdens or obligations imposed by the  
33 [Governing Documents](#) through non-use of any [Common Area](#) facilities or by  
34 abandonment of his or her [Lot](#).

35  
36 13.5 Enforcement Rights Are Cumulative. To the fullest extent permitted by law,  
37 including [Civil Code section 5975](#), the [Association](#), its directors, officers, or  
38 agents, and any [Owner](#) shall have the right to enforce any and all provisions of  
39 the [Governing Documents](#) by any proceeding at law or in equity, or, with respect  
40 to action by the Association, through the use of such other remedies (including  
41 self-help remedies that do not breach the peace or otherwise violate applicable  
42 law or this [Declaration](#)) as are available and deemed appropriate by the [Board](#).  
43 Each remedy provided is cumulative and not exclusive.

44

1 13.6 Injunctions. Except for the nonpayment of any Assessment levied pursuant to  
2 the provisions of this Declaration, it is hereby declared that a remedy at law to  
3 recover damages for a default in the performance of any of the terms and  
4 provisions of any of the Governing Documents or for the breach or violation of  
5 any such provisions are inadequate and that the failure of any Owner, Contract  
6 Purchaser, member of his or her household, tenant, invitee, guest, or household  
7 pets or any other occupant or user of any of the property within the Development  
8 to comply with any provision of the Governing Documents may be enjoined in  
9 any judicial proceedings initiated by the Association, its officers or Board of  
10 Directors, or by any Owner or by their respective successors in interest.

11  
12 13.7 Limitation on Association's Disciplinary Rights. To the extent provided in Civil  
13 Code section 4510, the Association shall not have the power and authority to  
14 cause a forfeiture or abridgment of an Owner's right to the full use and  
15 occupancy of his or her Lot as the result of the failure by such Owner, members  
16 of his or her household, Contract Purchaser, tenants, invitees, guests or pets to  
17 comply with any provision of the Governing Documents, except where such  
18 forfeiture or abridgment is the result of the judgment of a court of competent  
19 jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or  
20 sale under private power of sale for failure of such Owner to pay Assessments  
21 levied by the Association pursuant to this Declaration and except to the extent of  
22 the Association's rights pursuant to. The provisions of this Section 13.7 shall not  
23 affect the Association's right to impose other sanctions including imposing  
24 Enforcement Assessments as provided in Section 13.8 ("Imposing Sanctions").  
25

26 13.8 Imposing Sanctions. Upon an explicit finding and for reasons specified by the  
27 Board following a hearing called by the Board and conducted in accordance with  
28 this Article 13, the Board shall have the power to impose sanctions on a Member  
29 who is in default in the payment of any Assessment or Additional Charge levied  
30 by the Board or is found to be in violation of any provision of the Governing  
31 Documents. Sanctions may include loss of good standing, suspension of other  
32 rights, and/or monetary penalties (fines), as described below.  
33

34 13.8.1 Loss of Good Standing. The Board may suspend a Member's Good  
35 Standing for so long as the Member remains in default of such  
36 payment or until the violation is remedied. When a Member is not in  
37 Good Standing, his or her Association voting rights shall be suspended  
38 and the Member shall be disqualified from serving on the Board.  
39

40 13.8.2 Suspension of Other Rights. The Board may suspend a Member's or a  
41 Resident's right to use Common Area recreational facilities for so long  
42 as a Member remains in default of such payment, or for such period as  
43 may be specified by the Board if the violation involves misbehavior  
44 related to Common Area recreational facilities.  
45

1 13.8.3 Monetary Penalties (Fines). The Board may adopt a policy imposing  
2 monetary penalties or fines (which shall constitute Enforcement  
3 Assessments) pursuant to Civil Code section 5850. Such policy, if  
4 adopted, shall be distributed to the Member in the annual policy  
5 statement pursuant to Civil Code section 5310. Multiple fines may be  
6 imposed for multiple violations. The schedule of fines may be changed  
7 by the Board by a Rule change pursuant to Civil Code section 4360  
8 and following.

9  
10 13.8.4 Monthly Sanctions for Continuing Violations. In the case of a  
11 continuing violation, such as an uncorrected architectural violation,  
12 where an Owner fails to remedy the violation after notice from the  
13 Board to do so, the Board may impose sanctions, including monetary  
14 penalties; such sanctions to remain in effect for a period of one (1)  
15 month or until the continuing violation is remedied, whichever occurs  
16 sooner. (By way of example and not limitation, a violation in the nature  
17 of parking every day in a prohibited parking space would *not* constitute  
18 a “continuing violation” but each instance would constitute a separate  
19 violation.) If the continuing violation has not been remedied within the  
20 one-month period, the Board may impose separate and successive  
21 sanctions for the continuing violation, provided the Board conducts a  
22 separate hearing, not more frequently than once a month, before  
23 imposing each successive sanction. The Board may limit the scope of  
24 such hearing to facts and circumstances occurring subsequent to the  
25 previous hearing relating to the subject continuing violation.

26  
27 13.8.5 Reimbursement Assessment Not a Sanction. The imposition of a  
28 Reimbursement Assessment pursuant to the Declaration does not  
29 constitute and shall not be deemed to be a sanction.

30  
31 13.9 Investigation of Complaints. Upon receipt of a written complaint from an Owner  
32 or a Resident, the Board shall conduct an investigation of the allegations in the  
33 complaint and shall make relevant findings upon which the Board shall base a  
34 decision to pursue or not pursue the matter. If the Board decides not to pursue a  
35 matter, it shall notify the complaining party in writing stating the reason(s) for its  
36 decision.

37  
38 13.10 Written Notice of Violation. If the Board determines, whether on its own initiative  
39 or pursuant to a written complaint, that a violation of the Governing Documents  
40 exists or has occurred, it shall notify the responsible Owner(s) by written notice in  
41 compliance with Section 13.11 (“Notices: Content, Delivery”).

42  
43 13.11 Notices: Content, Delivery. Any notice of violation required or given under this  
44 Article 13 shall be in writing and shall comply with Civil Code section 5855 as to

1 content and time of service and with [Civil Code section 4040](#) as to method of  
2 service.

3  
4 13.11.1 Content of Notice of Violation. Any notice given by the [Association](#) to a  
5 [Member](#) shall comply with [Civil Code section 5855](#) and shall, at a  
6 minimum, set forth a brief description of the act or omission  
7 constituting the alleged violation of the [Governing Documents](#); a  
8 reference to the specific Governing Document provision or provisions  
9 alleged to have been violated; if applicable, a statement that the  
10 Member may request a hearing by the [Board](#); the date, time, and  
11 location of any hearing called by the Board; and any sanction,  
12 disciplinary action, or other enforcement action being contemplated by  
13 the Board.

14  
15 13.11.2 Delivery of Notice. Any notice may be given by any method provided  
16 for in [Civil Code section 4040](#); *provided, however*, that (i) if notice is  
17 given by mail, it shall be sent postage prepaid by United States first-  
18 class mail and/or by certified mail, return-receipt requested; and (ii) if  
19 given by the [Association](#) to a [Member](#), it shall be sent to the most  
20 recent address for the affected Member as shown on the records of the  
21 Association. Pursuant to [Civil Code section 4050\(b\)](#), if sent by United  
22 States mail, delivery of such is deemed complete upon deposit in the  
23 United States mail, postage prepaid. Pursuant to [Civil Code section](#)  
24 [4050\(c\)](#), if such notice is sent by electronic means, delivery is deemed  
25 complete at the time of transmission.

26  
27 13.11.3 Owner's Address for Notice. It shall be each [Owner's](#) responsibility to  
28 notify the [Association](#) in writing of any change in the Owner's address  
29 for the purpose of receiving notices from the Association. The fact that  
30 a different address appears on correspondence to the Association from  
31 an Owner shall not constitute such written notice, unless it is expressly  
32 stated that such address is a change of address for the purpose of  
33 receiving notice from the Association. Upon transfer of title to a [Lot](#),  
34 the transferee shall be responsible for notifying the Association of such  
35 transfer. The notification shall set forth the address of the Lot, the  
36 names of the transferee and the transferor, and the date of sale or  
37 other transfer. Prior to receipt of such notification, any and all  
38 communications required or permitted to be given by the Association  
39 or the [Board](#) to the Lot Owner shall be deemed to be duly made and  
40 given to the transferee if duly and timely made and given to the person  
41 shown as the Owner of the Lot and at the address in the Association's  
42 records.

43  
44 13.11.4 Notice to Co-Owners or Residents. Unless otherwise provided by law,  
45 when a [Lot](#) is owned by two (2) or more co-[Owners](#) or is occupied by

1 two or more [Residents](#), notice to one (1) [Owner](#) or to one Resident  
2 shall be deemed notice to all Owners or to all Residents, as the case  
3 may be.  
4

5 13.12 Hearing Called by the Board; Executive Session; Open Meeting. To the extent  
6 required by [Civil Code section 5855](#), whenever the [Board](#) determines to conduct  
7 a hearing, it shall notify the affected [Owner\(s\)](#) and/or [Resident\(s\)](#) in writing by  
8 [Individual Delivery](#), at least ten (10) days before the Board meeting at which the  
9 matter will be considered. If the matter concerns [Member](#) discipline or the  
10 imposition of sanctions, the Board shall meet in executive session if requested by  
11 the Member, *unless* (and then only to the extent) applicable law requires that  
12 certain actions by the Board be conducted at an open meeting of the Board, such  
13 as [Civil Code section 5673](#) concerning a decision to record a lien for delinquent  
14 [Assessments](#). If the matter concerns compliance with architectural approval  
15 requirements, the hearing shall be conducted in open meeting pursuant to [Civil](#)  
16 [Code section 4765](#). In the Board's discretion, other interested person(s) may  
17 attend a hearing and may present information relevant to the subject matter of  
18 the hearing. If a notified Owner or Resident fails to attend a noticed hearing, the  
19 Board may nevertheless conduct its deliberations and make a determination  
20 based on its own investigation and any other information supplied to it that the  
21 Board deems reasonably reliable.  
22

23 13.13 Owner's Request for Hearing. An [Owner](#) who has received a notice of violation  
24 sent pursuant to [Section 13.10](#) ("[Written Notice of Violation](#)") or a notice of  
25 corrective action sent pursuant to [Section 13.15](#) ("[Enforcement by Association in](#)  
26 [Emergency Situations](#)") or as otherwise provided in the [Governing Documents](#),  
27 may request a hearing before the [Board](#) by submitting a written request to the  
28 Board. If an Owner requests a meeting to discuss a payment plan for a past due  
29 debt owed to the [Association](#), the meeting shall be scheduled and conducted as  
30 provided in [Section 8.14.3](#) ("[Owner's Right to Discuss Payment Plan](#)"). If the  
31 Owner is requesting a hearing concerning a notice of violation sent pursuant to  
32 [Section 13.10](#) or a notice of corrective action sent pursuant to [Section 13.15](#), the  
33 request for hearing must be submitted within ten (10) days after the date of such  
34 notice. The Board shall schedule a hearing at its next regular meeting that is at  
35 least five (5) days after its receipt of an Owner's request for hearing or, in the  
36 Board's discretion, at another time agreed by the Board and the Owner.  
37 Hearings shall be conducted in executive session or at an open meeting as  
38 provided in [Section 13.12](#) ("[Hearing Called by the Board; Executive Session;](#)  
39 [Open Meeting](#)").  
40

41 13.14 Notice of Hearing Decisions. Within fifteen (15) days after a hearing is  
42 conducted, the [Board](#) shall notify the [Owner](#) or [Resident](#) in writing as to its  
43 decision. If the Board decides to impose sanctions, the notice shall describe the  
44 sanctions imposed and, if applicable, their effective dates.  
45

1 13.15 Enforcement by Association in Emergency Situations.

2  
3 13.15.1 Definition of Emergency Situation. For purposes of this Section 13.15, the  
4 following shall constitute emergency situations:

- 5
- 6 (i) an immediate and unreasonable infringement of or threat to the  
7 safety or peaceful enjoyment of Residents of the Development,
- 8
- 9 (ii) a traffic or fire hazard,
- 10
- 11 (iii) a threat of material damage to or destruction of the Development  
12 or any portion thereof,
- 13
- 14 (iv) a violation of any provision of the Governing Documents that is of  
15 such a nature that there is no material question regarding the  
16 identity of the violator or whether the violation has occurred (such  
17 as parking violations).
- 18

19 13.15.2 Immediate Corrective Action. Notwithstanding any other provisions of the  
20 Governing Documents, under circumstances that constitute an  
21 emergency, the Board or its duly-authorized agents may undertake  
22 immediate corrective action. The Board shall promptly thereafter send  
23 written notice of the corrective action to the affected Owner including  
24 notice of any Reimbursement Assessment assessed to the Owner for  
25 costs incurred by the Association in connection therewith. If the Owner  
26 requests a hearing pursuant to Section 13.13 (“Owner’s Request for  
27 Hearing”), enforcement of any Reimbursement Assessment imposed by  
28 the Board shall be held in abeyance and shall be pursued only if affirmed  
29 by the Board at the hearing.

30  
31 13.16 Internal Dispute Resolution.

32  
33 13.16.1 Fair, Reasonable, and Expeditious Procedure. The provisions of  
34 Article 7 (“Architectural Approval”) and of Section 13.9 (“Investigation  
35 of Complaints”) through Section 13.15 (“Enforcement by Association in  
36 Emergency Situations”) are intended to provide a fair, reasonable, and  
37 expeditious procedure for resolving disputes between the Association  
38 and any Member that are subject to Civil Code sections 5900 through  
39 5920 (which apply to, among other things, enforcement of applicable  
40 provisions of the Corporations Code and enforcement of the Governing  
41 Documents). The above-referenced provisions of the Declaration shall  
42 constitute the Association’s “internal dispute resolution” process as  
43 required by Civil Code section 5905.

1 13.16.2 Statutory Default Procedures. If the Association fails to comply with  
2 The Association's internal dispute resolution process, then the  
3 Association and the affected Member shall abide by the statutory  
4 default procedures provided in Civil Code section 5915, or successor  
5 statute. Any resolution so agreed upon by the parties thereto, that is  
6 not in conflict with the law or the Governing Documents, shall bind the  
7 parties and shall be judicially enforceable as provided in Civil Code  
8 section 5910.

9  
10 13.16.3 Alternative Dispute Resolution May Also Apply. If (a) the subject  
11 matter of the dispute (including, among other things, enforcement of  
12 applicable provisions of the Corporations Code and enforcement of the  
13 Governing Documents) and the remedy sought (including certain kinds  
14 of declaratory, injunctive, or writ relief, which may be in conjunction  
15 with certain limited monetary relief, but excluding small claims actions  
16 and excluding Assessment disputes) are subject to Civil Code sections  
17 5925 through 5965 and (b) the Association and the affected Member  
18 do not agree on a resolution through the foregoing internal dispute  
19 resolution process provided for in Section 13.16.1 ("Fair, Reasonable,  
20 and Expeditious Procedure"), then no party to the dispute may pursue  
21 a civil remedy that is subject to Civil Code sections 5925 through 5965,  
22 without first complying with the "alternative dispute resolution"  
23 (hereinafter, "ADR") procedures set forth in that statute and referenced  
24 in Section 13.17 ("Alternative Dispute Resolution Before Initiating  
25 Lawsuit").

26  
27 13.16.4 Annual Description of Internal Dispute Resolution Process. The  
28 Association shall annually provide the Members with a description of  
29 the internal dispute resolution process required by Civil Code section  
30 5920 as part of the annual policy statement prepared pursuant to Civil  
31 Code section 5310. Such description may consist of a copy of Article 7  
32 ("Architectural Approval") and Section 13.9 ("Investigation of  
33 Complaints") through this Section 13.16 ("Internal Dispute Resolution").

### 34 13.17 Alternative Dispute Resolution Before Initiating Lawsuit.

35  
36  
37 13.17.1 Annual Summary of ADR Process. As provided in Civil Code section  
38 5965, the Association shall annually provide to its Members a  
39 summary of the provisions concerning ADR contained in Civil Code  
40 sections 5925 through 5965 as part of the annual policy statement  
41 prepared pursuant to Civil Code section 5310. Such summary may  
42 consist of a copy of this Section 13.17. Such summary shall include  
43 the following language:  
44

1 “Failure of a member of the association to comply with the alternative  
2 dispute resolution requirements of [Section 5930 of the Civil Code](#) may  
3 result in the loss of the member’s right to sue the association or  
4 another member of the association regarding enforcement of the  
5 governing documents or the applicable law.”  
6

7 13.17.2 When ADR Applies. The requirements of this [Section 13.17](#) apply to  
8 civil action or proceedings as defined in [Civil Code section 5925\(b\)](#)  
9 when the remedy sought is solely for declaratory, injunctive, or writ  
10 relief or if for the foregoing relief in conjunction with monetary damages  
11 not in excess of the jurisdictional amount for a small claims action as  
12 stated in *California Code of Civil Procedure* sections 116.220 and  
13 116.221, all as provided in [Civil Code section 5930\(b\)](#). [Civil Code](#)  
14 [sections 5925 through 5965](#) apply to disputes between [Members](#) as  
15 well as to disputes between the [Association](#) and a Member. The ADR  
16 requirements of this [Section 13.17](#) do not apply to Assessment  
17 disputes or to an action in small claims court.  
18

19 13.17.3 Statutory ADR Process. In accordance with [Civil Code sections 5925](#)  
20 [through 5965](#), the [Association](#) or a [Member](#) may not file an  
21 “enforcement action” as defined in the statute unless the parties have  
22 endeavored to submit their dispute to “alternative dispute resolution” as  
23 the term is defined in [Civil Code section 5925\(a\)](#) and as the process is  
24 specified in [Civil Code sections 5935, 5940, and 5945](#).  
25

26 13.18 Non-waiver of Enforcement. Failure to enforce any provision of the Governing  
27 Documents at any time shall not be deemed a waiver of the right to do so  
28 thereafter with respect to the same or any other violation of any provision of the  
29 [Governing Documents](#).  
30

31 13.19 Costs and Attorney Fees. In an action to enforce the [Governing Documents](#), the  
32 prevailing party shall, to the fullest extent permitted by law, including [Civil Code](#)  
33 [section 5975](#), be entitled to recover the full amount of all costs including attorney  
34 fees incurred in responding to and/or in enforcing any Governing Document  
35 provision. Without limiting the generality of the foregoing, in the event an [Owner](#)  
36 pursuant to [Civil Code section 4605](#) brings a civil action for violation of [Civil Code](#)  
37 [section 4600](#) (concerning the granting of exclusive use of a portion of the  
38 [Common Area](#) to a [Member](#)) or pursuant to [Civil Code section 4955](#), a civil action  
39 for violation of the Common Interest Open Meeting Act ([Civil Code sections 4900](#)  
40 [through 4955](#)) if the [Association](#) shall prevail in any such action, the Association  
41 shall be entitled to recover reasonable attorney fees except to the extent  
42 prohibited by law. The remedies of the prevailing party to recover the amount of  
43 such costs, expenses, and attorney fees shall include, but shall not necessarily  
44 be limited to, the imposition of a [Reimbursement Assessment](#).  
45

1  
2 **ARTICLE 14** **AMENDMENT**  
3

---

- 4 14.1 Required Approval. This [Declaration](#) may be amended by the affirmative vote of  
5 [Members](#) representing at least a [Majority of a Quorum](#) of the [Owners](#), with the  
6 quorum for such vote set forth in [Section 4.6 of the Bylaws](#) ("[Quorum](#)  
7 [Requirements](#)"); *provided* that, upon advice of legal counsel licensed to practice  
8 law in the State of California including the drafting by legal counsel of appropriate  
9 amendatory provisions, the [Board](#) shall have the authority without the  
10 requirement of the Members' approval to amend any provision of the Declaration  
11 (i) to resolve any conflict between the Declaration and applicable law which may  
12 arise due to the enactment or amendment of a statute or due to a development in  
13 applicable case law or (ii) to conform the provisions of the Declaration to changes  
14 in applicable statutory law that impose requirements that are non-discretionary in  
15 nature.  
16
- 17 14.2 Amendment Must Be Recorded. Any amendment of the [Declaration](#) shall be  
18 signed and acknowledged by the duly-authorized officer(s) of the [Association](#) and  
19 recorded in the Office of the [County](#) Recorder.  
20
- 21 14.3 Presumption of Validity. There will be a presumption subsequent to the  
22 recording of an amendment to this [Declaration](#) pursuant to [Section 14.2](#)  
23 ("[Amendment Must Be Recorded](#)") that all votes and consents required to pass  
24 the same pursuant to [Section 14.1](#) ("[Required Approval](#)") were duly obtained in  
25 accordance with the [Governing Documents](#) and applicable law. Such  
26 presumption may be rebutted by an action commenced within one (1) year from  
27 the date the amendment is recorded. In the absence of any such action, such  
28 presumption shall thereafter become conclusive.  
29  
30

31 **ARTICLE 15** **GENERAL PROVISIONS**  
32

---

- 33 15.1 Headings. The headings used in this [Declaration](#) are for convenience only and  
34 are not to be used in interpreting the meaning of any of the provisions of this  
35 Declaration, or otherwise.  
36
- 37 15.2 Severability. The provisions of this [Declaration](#) shall be deemed independent  
38 and severable, and the invalidity or partial invalidity or unenforceability of any  
39 provision hereof shall not invalidate any other provisions hereof.  
40
- 41 15.3 Liberal Construction. The provisions of this [Declaration](#) shall be liberally  
42 construed to effectuate its purpose of fostering a plan of community ownership  
43 and occupancy and of management of the [Development](#) for the benefit of the  
44 community.  
45



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

IN WITNESS WHEREOF, we, the Members of SUNRISE HOMEOWNERS ASSOCIATION, pursuant to the requisite approval, and by means of the signatures of the President and the Secretary, do hereby affirm, approve, and adopt the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sunrise Homeowners Association, which Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be recorded with the County Recorder of Sacramento County, State of California.

DATED: \_\_\_\_\_

SUNRISE HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation

\_\_\_\_\_  
President's Name

\_\_\_\_\_  
Secretary's Name

