

Respond to San Diego Office

December 27, 2022

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION
VIA EMAIL AND FIRST-CLASS MAIL
(RMCDONALD@WALTERSMANAGEMENT.COM)

Board of Directors
Rancho Escondido Homeowners Association, Inc.
% Rebecca McDonald, Walters Management
3207 Grey Hawk Court, Suite 140
Carlsbad, CA 92010

Re: Rancho Escondido Homeowners Association, Inc. (the "Association")
Our File No. 2690.0009

Dear Members of the Board:

Please find enclosed the following **original recorded** restatement:

1. 2021 Amended and Restated Declaration of Restrictions for Rancho Escondido, recorded as Document No. 2022-0471065 on December 16, 2022 in the San Diego County Recorder's office.

We have kept a copy for our records. Please keep this in the Association's permanent records. If you have not already done so, please notify the owners that the restatement is in effect and provide them with a copy. Please also be aware that pursuant to the newly revised Section 12956.1 of the California Government Code, the Association is now required to provide a restrictive covenant modification form with accompanying instructions regarding the form whenever the Association delivers or provides a copy of a Governing Document to an owner. Enclosed with the CC&Rs is a restrictive covenant modification form with a blank notary acknowledgment page and coversheet with instructions (collectively "Form"). Please provide the Form along with a copy of the CC&Rs to all owners.

Please also note, whenever an owner requests a copy of any recorded Governing Document, the Association will need to also send the enclosed Form along with the requested recorded Governing Document. Thank you for the opportunity to assist you. Please contact us if you have any questions or comments.

Sincerely,

EPSTEN, APC



Marnie J. Darby, Legal Assistant
On behalf of Jillian M. Wright, Esq.

JMW:mjd
Enclosures

4855376v1

DOC# 2022-0471065



Dec 16, 2022 09:17 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$284.00 (SB2 Atkins: \$75.00)

PAGES: 66

Recording Requested By and

When Recorded, Return To:

EPSTEN, APC
10200 Willow Creek Rd., Suite 100
San Diego, CA 92131

For Recorder's Use

**2021 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
RANCHO ESCONDIDO**

A Residential Senior Housing Manufactured Home Condominium Community

NOTICE

(Gov. Code §12956.1)

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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**2021 AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
RANCHO ESCONDIDO**

THIS 2021 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made on the day and year hereinafter written, by Rancho Escondido Homeowners, Inc., a California nonprofit mutual benefit corporation ("Association"), with reference to the following Recitals.

RECITALS

A. Association is a corporation whose Members are the Owners of all the Manufactured Home Spaces within that certain real property in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Community").

B. The Community was originally developed as a rental Manufactured Home park, then converted to a Condominium Project, as defined in section 1351(f) of the California Civil Code, and consists of three hundred thirty-eight (338) Manufactured Home Spaces and related Common Areas.

C. Ownership of the Manufactured Home Spaces is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the "2012 Amended and Restated Declaration of Restrictions for Rancho Escondido" recorded on July 13, 2012, as Document No. 2012-0409019 of Official Records of the County Recorder of San Diego County ("2012 Declaration").

D. The Association now desires to amend and restate the 2012 Declaration in its entirety by recording this Restated Declaration. The Association further desires that, upon recordation of this Restated Declaration, the Community shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges contained herein, and that this Restated Declaration take the place of and relate back in time to the recording of the 2012 Declaration. The 2012 Declaration, in Section 14.1, provides that it may be amended by the affirmative vote or written consent of a majority of the votes cast where at least one-half (1/2) of the Voting Power casts ballots. The undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required percentage of the Voting Power has been obtained.

E. Under California Civil Code section 4270, an amendment is effective after (1) approval of the percentage of Owners required by the Governing Documents has been given, (2) that fact has been certified in a writing executed and acknowledged by the Association President if no Officer has been designated in the Original Declaration for such purpose, and (3) the writing has been recorded in the County in which the Community is located.

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

DECLARATION

ARTICLE 1 - DEFINITIONS

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

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

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

1.4 ***"Applicable Law"*** means the statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the Governing Documents provision. Statutes and ordinances specifically referenced in the Governing Documents are "Applicable Law" on the date of the Governing Document, and are not intended to apply to the Community if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.5 ***"Architectural Committee"*** means the committee appointed by the Board pursuant to Article 8 herein.

1.6 ***"Architectural Rules"*** means the Rules regulating modifications and alterations to the Manufactured Home Spaces and Common Area adopted pursuant to Section 8.6 herein.

1.7 ***"Articles"*** [Corp. Code §5035] mean the Articles of Incorporation of Rancho Escondido Homeowners, Inc., filed in the Office of the Secretary of State of the State of California on February 13, 1987, as File No. C1550878, and any amendments thereto now existing or hereafter adopted.

1.8 ***"Assessment" or "Assessments"*** means one or all of the Regular, Special, Individual, and Monetary Penalty Assessments described herein.

1.9 ***"Association"*** [Civ. Code § 4080] means Rancho Escondido Homeowners, Inc., a California nonprofit mutual benefit corporation created for the purpose of managing a common interest development.

1.10 **“Board” or “Board of Directors”** [Civ. Code § 4085] means the governing body of the Association. One or more members of the Board of Directors may be referred to as a “Director” or “Directors.”

1.11 **“Budgeted Gross Expenses”** means all expenses identified on the annual operating budget for the fiscal year, including all operating expenses and amounts to be deposited into the reserve accounts, but excluding any amounts budgeted to be expended from the reserve accounts for that fiscal year.

1.12 **“Bylaws” or “Restated Bylaws”**[Corp. Code § 5037] means the Bylaws of Association and any duly adopted amendments thereto, which are incorporated herein by reference.

1.13 **“Capital Expenditure” or “Capital Improvement”** means the use of Association funds to construct or build an addition to the Community, where such use of funds is optional under the Governing Documents, rather than mandatory, and is not otherwise required by Applicable Law. For purposes of the Governing Documents, the maintenance, repair or replacement of Improvements within the Community which Association is obligated to maintain, using materials of similar kind, or using materials which are needed due to changes in building or fire codes or due to discontinued fabrication or unavailability, or using materials that have substantially similar cost over the useful life of the material shall not be considered a Capital Expenditure or Capital Improvement, notwithstanding that such expenditure or Improvement may be considered a Capital Expenditure or Capital Improvement for tax purposes.

1.14 **“Common Area”** [Civ. Code § 4095] means the entire Community except all Manufactured Home Spaces as defined in this Restated Declaration and as shown on the Condominium Plan.

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

1.16 **“Community”** means the common interest development which is a condominium project as described herein and on the Condominium Plan, including all Improvements thereon.

1.17 **“Condominium”** [Civil Code § 4125] means an estate in real property consisting of a separate interest in a Manufactured Home Space, the boundaries of which are shown and described on the Condominium Plan, a fractional undivided interest as a tenant-in-common in the Common Area, a membership in Association, and the exclusive right to use any Exclusive Use Common Area appurtenant to the Manufactured Home Space as described herein.

1.18 **“Condominium Plan”** [Civ. Code § 4120] means The Condominium Plan recorded April 10, 1987, as File/Page No. 87-192259 of Official Records of the County

Recorder of San Diego County. Condominium Plan shall include any amendments to the above document.

1.19 **“Director” or “Directors”** [Civ. Code § 4140] means one or more members of the Board of Directors.

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

1.21 **“Eligible Lender”** means a holder, insurer or guarantor of a First Mortgage that provides a written request to Association stating the name and address of such holder, insurer or guarantor and the Manufactured Home Space number, and requesting notice to which such Eligible Lender is due under the Governing Documents.

1.22 **“Exclusive Use Common Area”** [Civ. Code § 4145] means those portions of the Common Area designated herein for the exclusive use of the Owners of one Manufactured Home Space and which is appurtenant to a Manufactured Home Space pursuant to the provisions herein. “Exclusive Use Common Areas” shall consist of internal and external telephone and cable wiring, all of which are designed to serve a Manufactured Home Space but located outside the boundaries of the Manufactured Home Space.

1.23 **“Governing Documents”** [Civ. Code § 4150] means this Restated Declaration and any other documents such as the Articles, Bylaws, Condominium Plan, Rules, or Architectural Rules which govern the operation of Association.

1.24 **“Improvement”** means any structure or appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, sprinkler pipes, carports, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, stairs, decks, landscaping, hedges, windbreaks, exterior surfaces of any visible structure and the paint or finish on such surfaces, planted trees and shrubs, poles, and signs.

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

1.26 **“Member”** [Corp. Code § 5056] means every person or entity entitled to membership in Association as provided in this Restated Declaration and the Bylaws.

1.27 **“Manufactured Home”** means any housing unit, the construction of which is subject to the provisions of Part 2 (commencing with Section 18000) of Division 13 of the Health and Safety Code but does not include a recreational vehicle as defined in Section 799.29 of the Civil Code or a commercial coach as defined in Section 18001.8 of the Health and Safety Code.

1.28 **“Manufactured Home Space”** [Civ. Code § 4185)] means that portion of a Condominium that consists of a separate interest. “Manufactured Home Space” does not include the other elements of the Community. Each Manufactured Home Space shall be a separate freehold estate, as separately shown, numbered, and designated on the Condominium Plan. Each Manufactured Home Space consists of an area bounded by and contained within vertical planes at the limits of the boundaries shown on the Condominium Plan with a lower limit .5” above the ground level existing at the time of the recordation of the Condominium Plan and an upper limit 30.0’ above the lower limit. The Manufactured Home Space does not include pipes, ducts, conduits, wires or other utility installations outside or underneath the Manufactured Home Space. The Manufactured Home Space includes the utility installations located within the Manufactured Home Space boundaries, including, without limitation, hot water heaters, space heaters, lighting, fixtures, and air conditioning units.

1.29 **“Mortgage”** means a mortgage or deed of trust encumbering a Condominium or any other portion of the Community. “First Mortgage” means a mortgage that has priority over all other mortgages encumbering the same Condominium or other portions of the Community.

1.30 **“Notice and Hearing”** [Civ. Code § 5855 & Corp. Code § 7341] means notice to an Owner and an opportunity for the Owner to be heard, prior to the imposition of any fine, penalty or other disciplinary measure, in the manner set forth in the Bylaws or other Governing Documents and in compliance with any Applicable Law.

1.31 **“Officers”** means the Officers of the Association appointed by the Board of Directors pursuant to the Bylaws.

1.32 **“Owner”** means any natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Manufactured Home Space, as evidenced by a deed recorded in the San Diego County Recorder’s Office, including Association, and any contract sellers under recorded contracts of sale. “Owner” shall not include any persons or entities that hold an interest in a Condominium merely as security for performance of an obligation. For purposes of exercising membership rights, including the right to serve as a Director, and incurring membership obligations when an Owner is a corporation, firm, limited liability company or other legal entity, any Director, Officer, employee or agent designated in writing by the Owner may exercise the membership rights attributable to the Owner. When an Owner is a trust, the trustee may exercise the membership rights attributable to the trust unless otherwise

designated in writing by the trustee. A person or entity is not an Owner due to: (1) community property or other marital rights where the person asserting such rights is not shown on the recorded title as an Owner; (2) rights of adverse possession not adjudicated and shown on the recorded title as an Owner; or (3) other equitable rights where the person asserting such rights is not shown on the recorded title as an Owner.

1.33 **“Qualifying Resident”** means a person who is fifty-five (55) years of age or older.

1.34 **“Restated Declaration”** [Civ. Code § 4135] means this Amended and Restated Declaration of Restrictions and any amendments thereto.

1.35 **“Rules”** [Civ. Code §§ 4340 & 5105] means any Rules, including the Architectural Rules, for Association regulating the use of the Manufactured Home Spaces, Exclusive Use Common Areas, Common Areas, the Community and any facilities located thereon adopted by the Board.

1.36 **“Voting Power”** [Corp. Code §5078] means the total number of votes eligible to be cast in Association based on one (1) vote per Manufactured Home Space.

ARTICLE 2 - THE COMMUNITY

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

2.2 **Description of Land and Improvements; Ownership of Common Area.** The Community shall consist of the real property described in Exhibit “A,” and is divided between the Common Area and the Manufactured Home Spaces. Each of the Manufactured Home Spaces is owned by the individual Owners as separate property. The Common Area is owned by Owners of Manufactured Home Spaces as tenants-in-common, in equal one-three hundred thirty-eighth fractional interests. The Owners of Manufactured Home Spaces shall have appurtenant nonexclusive rights for ingress, egress and support through the Common Area subject to the rights and restrictions contained in the Governing Documents.

2.3 **Association Easement in Common Area.** Association shall have an easement in, to, and throughout the Common Area and the Improvements thereon to perform its duties and exercise its powers.

2.4 **Owners’ Nonexclusive Rights Over Common Area.** Subject to the provisions of this Restated Declaration, each Owner has nonexclusive rights of ingress, egress, and support through the Common Area. These rights shall be appurtenant to any deed of conveyance. However, these rights shall not interfere with, and shall be subordinate to, any exclusive right to use a portion of the Common Area.

2.5 **Equitable Servitudes.** [Civ. Code § 5975] The covenants and restrictions set forth in this Restated Declaration shall be enforceable equitable

servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by Association or by both.

2.6 Prohibition Against Partition. [Civ. Code § 4610] There shall be no judicial partition of the Community or any part of it, nor shall Association or any person acquiring an interest in the Community or any part of it seek any judicial partition, except upon showing that such partition is consistent with the requirements of any Applicable Law.

2.7 Presumption Regarding Boundaries of Manufactured Home Spaces. [Civ. Code § 4220] In interpreting deeds, this Restated Declaration and the Condominium Plan, the existing physical boundaries of a Manufactured Home Space, including any Manufactured Home Space reconstructed in substantial accordance with the Condominium Plan and the original construction plans for the Community, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Condominium Plan, or this Restated Declaration. This presumption applies regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the Condominium Plan or described in the deed and those of the building as constructed or reconstructed. In the event a structure is partially or totally destroyed and then repaired or rebuilt in the same location as the prior structure, the Owners agree that minor encroachments over adjoining Manufactured Home Spaces or Common Area shall be permitted and that there shall be appropriate rights for the maintenance of said encroachments so long as they shall exist.

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

2.9 Drainage Easements. The Owner of a Manufactured Home Space shall permit free access by Owners of adjacent or adjoining Manufactured Home Spaces or Association and its agents, to slopes or drainage ways located on his or her Manufactured Home Space, when such access is essential for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Manufactured Home Space on which the slopes or drainage ways are located. The Owner of any Manufactured Home Space shall not in any way interfere with established slope ratios or create erosion or sliding problems. The Owner of any Manufactured Home Space shall not interfere with the established drainage pattern over his or her Manufactured Home Space from adjacent or adjoining Manufactured Home Spaces without prior Board approval and unless the Owner makes adequate provisions for continued drainage over his or her Manufactured Home Space from adjacent or adjoining Manufactured Home Spaces. For the purpose

herein, "established drainage" is defined as the drainage which occurred at the time a Manufactured Home was first moved onto the Manufactured Home Space

2.10 **Utility Easements.** An Owner shall be entitled to reasonable access to the Common Area for the purpose of maintaining utility facilities servicing such Owner's Manufactured Home Space. The access shall be subject to the consent of Association, whose approval shall not be unreasonably withheld, and which may include such conditions as the Board determines reasonable. The Association shall be entitled to reasonable access to the Manufactured Home Spaces for the purpose of maintaining any utility facilities which are the responsibility of the Association.

2.11 **Security.** Owners and occupants of a Condominium, and their respective guests and invitees, are responsible for their own personal safety and the security of their property within the Community.

2.11.1 Neither the Association nor its Board, Officers, agents or representatives shall in any way be considered an insurer or guarantor of safety or security within the Community, nor shall such parties be held liable for any injury, loss or damage by reason of failure to provide any type or form of security or, if applicable, then the ineffectiveness of any security measures undertaken.

2.11.2 No representation or warranty is made that any systems or measures, including any camera or surveillance system, mechanism, gate (including attendants), or other system or measures for limiting access to the Community, will not be compromised or circumvented, nor that any such systems or measures undertaken will in all cases prevent injury, loss or damage, or otherwise provide the detection or protection for which such system or measure is designed or intended.

2.11.3 Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants and guests of its Condominium that the Association, its Board, Officers, agents or representatives, are not insurers or guarantors of safety or security and that each person within the Community assumes all risks of personal injury and loss of or damage to property, wherever located, including Condominiums, storage areas, and the contents of Units, resulting from the acts of third parties.

ARTICLE 3 - ASSOCIATION

3.1 **Organization of Association.** Association is incorporated as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. Association is created for the purpose of managing the Community and is charged with

the duties and granted the powers prescribed by Applicable Law and set forth in the Governing Documents.

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

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

3.4 **Membership Class; Voting Rights.** Association shall have one class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents. On matters presented to the membership for a vote, each Manufactured Home Space shall be assigned one (1) vote, subject to the provisions of the Bylaws.

3.5 **General Powers and Authority.** [Civ. Code § 4800] The Association acting through the Board of Directors shall have all the powers of a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in the Governing Documents. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it. Its powers shall include, but are not limited to:

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

3.5.2 [Civ. Code § 4360] The power to adopt reasonable Rules governing the use of the Manufactured Home Spaces and the Common Area, and the conduct at Board and Members' meetings, in accordance with the following:

(a) The Rules may include, but are not limited to:

(i) Reasonable restrictions on use of the Common Area and Manufactured Home Spaces by the Owners and their families, guests, employees, tenants and invitees.

- (ii) Reasonable restrictions on the conduct of Owners and their families, guests, employees, tenants and invitees as to activities on the Common Area and Manufactured Home Spaces.
 - (iii) The establishment of Notice and Hearing procedures and a schedule of monetary penalties and other disciplinary measures which may be imposed for violations of any provisions of the Governing Documents.
 - (iv) Campaign, election and voting information.
- (b) [Civ. Code § 4340 et seq.] The Board must comply with any Applicable Law when adopting any Rules.
 - (c) If any provision of the Rules conflicts with any provision of this Restated Declaration, the Articles, or the Bylaws, the Restated Declaration, Articles, or Bylaws shall control to the extent of the inconsistency.
 - (d) The Rules shall have the same force and effect as if they were set forth in and were part of this Restated Declaration and shall be binding on the Owners and their successors in interest whether or not actually received by them.
- 3.5.3 The right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, as provided in any Applicable Law.
- 3.5.4 [Civ. Code §§ 5850 & 5855; Corp. Code § 7341] Subject to Notice and Hearing requirements, the right to discipline a Member for violation of any of the provisions of the Governing Documents by (a) suspending the Member's membership rights, (excluding any suspension of the member's voting rights), the right to run as a candidate for election to the Board of Directors as allowed by Applicable Law, and the rights and privileges to use the Common Area recreational facilities, (b) imposing Monetary Penalty Assessments or other monetary fines, and (c) recording a notice of noncompliance in the Office of the County Recorder of San Diego County encumbering the Manufactured Home Space of the Owner, if allowed by Applicable Law.
- 3.5.5 The right to sell any Manufactured Home Space owned by the Association upon terms and conditions acceptable to the Board.

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

- 3.6.1 Association, acting through the Board, shall operate, maintain, repair, and replace the Common Area or contract for the performance of that work, subject to the provisions of the Governing Documents.
- 3.6.2 Association shall use the operating fund described in Article 5 herein to, among other things, acquire and pay for goods and services for the Community.

3.7 ***Procedures for Adopting Rules*** [Civ. Code § 4360] The Board of Directors has the power to adopt reasonable Rules. The Board's power to adopt Rules, other than Emergency Rules defined in Section 3.8 below, is subject to the following procedural requirements:

- 3.7.1 The Board shall provide general notice of a proposed Rule change to the Members at least twenty-eight (28) days before making the Rule change. The notice shall include the text of the proposed Rule change and a description of the purpose and effect of the proposed change.
- 3.7.2 A decision on a proposed Rule change shall be made at a meeting of the Board after consideration of any comments made by Association Members.
- 3.7.3 As soon as possible after making a Rule change, but not more than fifteen days after making the change, the Board shall deliver general notice of the Rule change to every Member.

3.8 ***Procedures for Adopting Emergency Rules*** [Civ. Code § 4360] An "Emergency Rule" is a Rule that the Board determines is necessary to immediately address an imminent threat to public health or safety or imminent risk of substantial economic loss to the Association. The Board's power to adopt Emergency Rules is subject to the following procedural requirements:

- 3.8.2 Notice of a proposed Emergency Rule change is not required.
- 3.8.3 As soon as possible after making an Emergency Rule change, but not more than fifteen days after making the change, the Board shall deliver general notice of the Rule change to every Member. The notice shall include the text of the Rule change, a description of the purpose and effect of the proposed change, and the date that the Rule change expires.

- 3.8.4 An Emergency Rule change is effective for one hundred twenty days unless the Emergency Rule provides for a shorter effective period. An Emergency Rule may not be readopted as an Emergency Rule upon its expiration. In order to readopt the Emergency Rule, the Board must follow the Rule adoption procedures in Section 3.7 above.

ARTICLE 4 SENIOR COMMUNITY RESTRICTIONS

4.1 **Statement of Intent to Provide Housing for Seniors.** The Community is “housing for older persons.” To the fullest extent permitted by federal, state and local law, it is the intent of the Community to operate as housing for persons 55 years of age or older (“Senior Citizens”), and to that end, occupancy of Manufactured Homes shall be restricted to Senior Citizens, except as otherwise provided herein below. This is a Manufactured Home community and therefore subject only to the Federal Fair Housing Amendments Act of 1988, J.R. 1158-100th Cong. 2nd Sess. (1988) (the “Act”).

4.2 **Residency Restrictions.** [Civ. Code § 799.5] The Community is designed to accommodate, and the Manufactured Homes are intended for occupancy by, persons fifty-five (55) years of age or older. Each Manufactured Home shall have as a permanent resident at least one (1) Qualifying Resident; provided, however, the spouse or domestic partner of a Qualifying Resident who is at least forty-five (45) years old may continue to occupy a Manufactured Home after the Qualifying Resident moves from the Manufactured Home or dies so long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy. In the event the Qualifying Resident moves from the Manufactured Home or dies, the Qualifying Resident’s spouse or domestic partner, who is under the age of forty-five (45), shall be required to move out of the Community within six (6) months of the date the Qualifying Resident dies or moves from the Manufactured Home.

For purposes of this Section, an occupant shall not be considered a “permanent resident” unless such occupant considers the Manufactured Home to be his legal residence and actually resides in the Manufactured Home for at least six (6) months during every calendar year.

No Manufactured Home shall be occupied by any person under the age of fifty-five (55) unless the person is (a) a spouse or domestic partner who resides with a Qualifying Resident, (b) forty-five (45) years of age or older and resides with a Qualifying Resident, (c) at least forty-five (45), and the spouse or domestic partner of a Qualifying Resident who has died or moved from the Manufactured Home, or (d) qualified for residency under Section 4.4 below. For purposes of this Section, a person shall be deemed an occupant of a Manufactured Home if he or she stays overnight in the Manufactured Home for more than three (3) consecutive weeks or for more than thirty (30) days in any twelve (12) month period. Any person, other than a spouse or domestic partner of a Qualifying Resident, who is at least forty-five (45) but not yet fifty-five (55) and resides with a Qualifying Resident pursuant to this section shall be required to move from the

Community within ninety (90) days of the date the Qualifying Resident dies or moves from the Manufactured Home.

This Section shall in no way be deemed to restrict the ownership of any Manufactured Home Space; provided, however, no Owner shall occupy the Manufactured Home unless and until he or she meets the age requirements contained herein. No Owner shall transfer, sell, grant, assign, lease or convey any Manufactured Home to any person who intends to permit occupancy of the Manufactured Home by persons who do not meet the requirements of this Section. In the event of transfer of title to a Manufactured Home Space by operation of law, any occupant must comply with the requirements of this Section.

4.3 Age Verification. In accordance with the Federal Fair Housing Amendments Act of 1988 (42 USC Section 3607(b)(2)(C)(iii)(I)), all occupants of the Community must provide verification of age, in a form and at the time or times directed by the Board. Existing residents must provide any information needed by the Board to perform an age verification update at least every two (2) years. The Board is specifically empowered to enact Rules to assure compliance with Applicable Laws regarding housing for older persons, including age verification. All new Owners or proposed residents must interview with a Board Member and provide legal age verification documentation to the Board, prior to moving into the Community. In the event of any change in occupancy of any Manufactured Home Space, as a result of transfer, sale, gift, lease, sublease assignment, death, birth, marriage, separation, divorce or otherwise, the Owner of such Manufactured Home Space shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all occupants of the Manufactured Home and such other information as the Board of Directors may reasonably require. All new renters must bring a signed copy of their lease to the interview with the Board Member. Failure to provide all required information in writing to the Board of Directors within ten days of a change in occupancy shall subject the Owner of the Manufactured Home Space to monetary fines or a Monetary Penalty Assessment, in an amount to be determined by the Board of Directors from time to time, for each day after such change in occupancy occurs until the required notice is received, regardless of whether the occupants continue to meet the age requirements contained in this Section.

4.4 Right to Share Manufactured Home with a Care Giver. [Civ. Code § 799.9] A Qualifying Resident may share his or her Manufactured Home with any person eighteen (18) years of age or older if that person meets one of the following requirements:

- 4.4.1 The person is a care giver providing live-in health care, live-in supportive care, or supervision to the Qualifying Resident pursuant to a written treatment plan prepared by a physician or surgeon.
- 4.4.2 The person is a parent, sibling, child, or grandchild of the Qualifying Resident and requires live-in health care, live-in supportive care, or

supervision pursuant to a written treatment plan prepared by a physician or surgeon.

- 4.4.3 The Qualifying Resident must submit to the Association a completed form confirming that the person who will be residing with the Qualifying Resident qualifies as a care giver. The Association shall have the right to verify the information provided in this form at any time.

No care giver or family member residing in the Manufactured Home pursuant to this Section 4.4 shall have rights of tenancy in the Manufactured Home after the Qualifying Resident no longer resides in the Manufactured Home, and shall be required to vacate the Mobilehome within thirty (30) days in the event the Qualifying Resident no longer requires live-in care, moves out of the Mobilehome or passes away. Further, all care givers shall comply with the Rules of the Association, including any requirements to provide verification of the written treatment plan before residing in the Manufactured Home.

4.5 **Hardship Exceptions.** Any Owner may request in writing that the Board of Directors make an exception to these age requirements with respect to his or her Manufactured Home Space and provided that after granting such exception, the Community would comply with the requirements of the Act and the regulations adopted thereunder, the Board may make such exception; provided, however, the Board shall be under no obligation to make any exception under any circumstances. Any request for an exception shall set forth the names and ages of all proposed occupants of a Manufactured Home Space, the reason a hardship exception is being requested, and such other information the Board may reasonably require.

4.6 **Conflicts of Law and Interpretation of Article.** If there is any inconsistency or conflict between the provisions of this Article and any other provision of the Restated Declaration, the terms of this Article shall control. In the event of an inconsistency among the provisions of Applicable Law, this Restated Declaration, and the Association's Rules, the Association's Rules and the Restated Declaration shall be controlled by the provision of any mandatory Applicable Law. Provisions of the Governing Documents which exceed minimum requirements for qualification as a provider of housing for older persons set by Applicable Law shall not be interpreted as an inconsistency or conflict.

4.7 **Board Power to Amend Senior Housing Rules Necessary to Preserve Status as Housing for Older Persons.** To avoid the need for costly and time-consuming amendments to this Restated Declaration which may be needed in the future due to amendments to the Applicable Law pertaining to housing for older persons, the Association's Board of Directors shall be empowered to promulgate and amend Rules to achieve compliance with any changes in the laws pertaining to age restrictions. If any law, now or hereafter in force, should require or be interpreted to require that specific restrictions applicable to housing for older persons must be recorded as part of this Restated Declaration, then the Board shall be empowered to

record an appropriate amendment to the Restated Declaration to ensure that this Community continues to qualify as housing for older persons or senior citizens under all Applicable Laws. The Board may record such an amendment without the need for any approval by the Voting Power of the Owners, notwithstanding the amendment provisions located elsewhere in this Restated Declaration. The powers given to the Board under this paragraph to enact and to amend Rules and to amend this Restated Declaration shall be limited solely to the powers necessary to preserve and enforce the Community's status as housing for older persons.

4.8 **Notice to Prospective Owners of Association's Senior Housing Status.** Any Owner selling his or her Manufactured Home Space shall additionally ensure that all prospective Owners are notified of the Association's age restriction in any print or online advertisements, flyers and other marketing materials.

ARTICLE 5 - ASSESSMENTS AND COLLECTION PROCEDURES

5.1 **Covenant to Pay.** [Civ. Code § 5650] Each Owner by acceptance of the deed to the Owner's Condominium is deemed to covenant and agree to pay to Association all Assessments described in this Article, and all other charges duly levied by Association pursuant to the provisions of this Restated Declaration. An Assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall also be a personal debt of each Owner of the Condominium at the time the Assessment or other sums are levied. Co-owners of a Manufactured Home Space shall be jointly and severally liable for all charges levied by Association on that Manufactured Home Space. No Owner may waive or otherwise escape liability for these Assessments by non-use of the Common Area or abandonment of the Owner's Condominium.

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

5.3 **Regular Assessments.** [Civ. Code §§ 5300 & 5600 et seq.] Concurrently with preparation of the financial documents and budget for each fiscal year, the Board shall estimate the net charges to be paid during that next fiscal year, including a reasonable provision for contingencies, replacements and reserves, with adjustments made for any expected income and surplus from the prior year's fund. The resulting amount shall constitute the Regular Assessments for the budgeted year. In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised

amount of Regular Assessment against each Member, and the date or dates when due. Failure of the Board to estimate the net charges within the time period stated herein shall not void any Assessment imposed by the Board. Regular Assessments for fractions of any month shall be prorated. Each Owner is obligated to pay Assessments to Association in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment.

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

5.5 **Limitations on Regular and Special Assessments.** [Civ. Code § 5605] Except in emergency situations, the Board may not, without the approval of Members constituting a majority of the votes when a quorum of the Owners is established, impose a Regular Assessment per Manufactured Home Space that is more than twenty percent greater than the Regular Assessment for the preceding fiscal year, or levy Special Assessments that in the aggregate exceed five percent of the Budgeted Gross Expenses of Association for that fiscal year. For purposes of this Section only, a "quorum" means more than fifty percent of the Owners of the Association. These limitations shall not apply to Assessment increases that are necessary for emergency situations. An emergency situation is an extraordinary expense defined by Applicable Law.

5.6 **Allocation of Regular and Special Assessments.** Regular and Special Assessments shall be divided equally among the Manufactured Home Spaces.

5.7 **Owner Notice of Regular and Special Assessments.** [Civ. Code § 5615] Association shall provide notice by first-class mail to the Owners of any increase in the Regular Assessments or the imposition of a Special Assessment not less than thirty (30) nor more than sixty (60) days prior to the increase in the Regular Assessment or Special Assessment becoming due.

5.8 **Individual Assessments.** Subject to the limitations of the Governing Documents and in addition to Regular and Special Assessments, the Board may levy Individual Assessments against Owners and Condominiums whenever Association (a) performs any service or accomplishes any item of repair or maintenance which is the duty of any Owner to accomplish, but which has not been accomplished by such Owner, or (b) incurs any costs which by Applicable Law or as required by the Governing Documents must be reimbursed by an Owner. Such Individual Assessment shall include the cost thereof, together with any financing costs and administrative costs incurred by Association. Prior to levying an Individual Assessment, the Board shall

provide the Owner with a Notice and Hearing. The Notice and Hearing regarding the levy of an Individual Assessment may be combined with the Notice and Hearing regarding any underlying violation. Duly levied Individual Assessments shall be subject to the provisions in the Governing Documents regarding costs, late charges and interest for delinquent payment, and may become a lien on the Condominium, in the same manner as Regular and Special Assessments.

5.9 Monetary Penalty Assessments. [Civ. Code §§ 5650 & 5725] The Board of Directors may levy, subject to the limitations of the Governing Documents, Monetary Penalty Assessments, or fines, against an Owner and his or her Condominium. In the event the Board of Directors imposes a Monetary Penalty Assessment, that Monetary Penalty Assessment shall be subject to costs, late charges and interest as described in this Article for delinquent payment, and may become a lien on the Condominium, collectible by Association through judicial foreclosure as allowed in this Article. In no event may Association collect a Monetary Penalty Assessment through nonjudicial foreclosure.

5.10 Costs, Late Charges and Interest. [Civ. Code § 5650] Late charges may be levied by Association against an Owner for the delinquent payment of Assessments, including Monetary Penalty Assessments. An Assessment, including any installment payment, is delinquent fifteen (15) days after its due date. If an Assessment is delinquent, the Association may recover all of the following from the Owner:

- 5.10.1 Reasonable costs incurred in collecting the delinquent Assessment, including actual attorneys' fees.
- 5.10.2 A late charge not exceeding ten percent (10%) of the delinquent Assessment or ten dollars (\$10.00), whichever is greater, or the maximum amount allowed by Applicable Law.
- 5.10.3 Interest on the foregoing sums, at an annual percentage rate of twelve percent (12%) commencing thirty (30) days after the Assessment becomes due.

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

5.11 Priority of Payments. [Civ. Code § 5655] The Board, in its sole discretion, may enact policies, not in violation of Applicable Law, regarding how payments received from Owners will be applied to any outstanding balances due Association from that Owner.

5.12 No Offsets. All Assessments shall be payable in the amounts specified by Association, and no offsets against such amount shall be permitted for any reasons,

including, without limitation, a claim that Association is not properly exercising its duties of maintenance, operation or enforcement.

5.13 Enforcement of Assessments and Late Charges. [Civ. Code §§ 5650 et seq., 5700 & 2924b] A delinquent Assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), and interest assessed in accordance with this Article, shall become a lien upon the Condominium when a Notice of Assessment Lien is duly recorded as provided in Applicable Law. Unless otherwise provided by statute, the Notice of Assessment Lien shall describe the amount of the delinquent Assessment or installment, the related charges authorized by this Restated Declaration, the legal description of the Manufactured Home Space, the name of the purported Owner, and, if the lien is to be enforced by power of sale under nonjudicial foreclosure proceedings, the name and address of the trustee authorized by Association to enforce the lien by sale. The Notice may be signed by any Officer or Director of Association, or any employee or agent of Association authorized to do so by the Board. The Notice shall be mailed by certified mail to every person whose name is shown as an Owner of the Manufactured Home Space in Association's records, and the notice shall be mailed no later than ten (10) calendar days after recordation.

Unless otherwise allowed by Applicable Law, the Notice of Assessment Lien may not be recorded until after Association has mailed, via certified mail, a written demand for payment to the delinquent Owner. The written demand shall comply with the requirements of any Applicable Law.

If not paid in full within thirty (30) days after recordation of the Notice of Assessment Lien, any lien described herein may be enforced in any manner permitted by Applicable Law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice or by a trustee substituted pursuant to Applicable Law.

If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or nonjudicial foreclosure, Association shall (i) record a notice of satisfaction and release of lien, and (ii) upon receipt of a written request by the Owner, shall also record a notice of rescission of any recorded notice of default and demand for sale.

The Notice of Assessment Lien is not required to be amended by Association or Trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien. The Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments.

Notwithstanding any other provision herein, a Monetary Penalty Assessment may not become a lien on a Manufactured Home Space enforceable by the sale of the Manufactured Home Space through nonjudicial foreclosure. Any Notice of Assessment Lien recorded to enforce a Monetary Penalty Assessment must specifically

state that such lien may not be enforceable by sale of the Manufactured Home Space through nonjudicial foreclosure.

5.14 *Suspending Cable Television Services.* In addition to any other remedies herein, if Association provides cable television services through a bulk cable agreement, Association may suspend cable television services to a Manufactured Home Space as provided herein. When the Owner is more than thirty days delinquent in the payment of any Assessment due to Association, Association may, after Notice and Hearing, suspend cable television services to the Owner's Manufactured Home Space. Association shall allow reconnection of the cable television services at such time as the Owner becomes current in the payment of Assessments. The Owner shall be solely responsible for the payment of any fee to connect, disconnect or reconnect the cable television services.

5.15 *Assignment of Rent* [Civ. Code § 2938] This assignment is for the purpose of collecting all Assessments, late charges, interest, fines, penalties and costs of collection, including attorney's fees, due to Association pursuant to this Restated Declaration which are in default. This assignment applies to any lease or rental agreement now existing or hereinafter made. Each Owner does hereby presently assign to Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or rental agreement or otherwise for the use or occupation of any or all parts of any Manufactured Home Space owned by the Owner. Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or rental agreement as they become due and payable, provided that Association, at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessments due. Upon revocation of such authority, Association may collect and retain such rental monies, whether past due and unpaid or current. Association's rights under this Section are in addition to and not in place of, the rights described above to file a lien and foreclose upon a lien. Association's rights shall be subordinate to the rights of any First Lender.

Association shall only exercise its rights to collect rental monies in compliance with California Civil Code section 2938, as amended from time to time, or any successor statute. Further, Association shall only exercise this right after filing the lien described above and after providing the Owner with Notice and a Hearing pursuant to any Applicable Laws and the Bylaws.

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

5.16 *Priority of Assessment Lien.* [Civ. Code § 5680] As set forth below, the Assessment lien referred to in this Article shall be superior to all other liens, except (i) all taxes, bonds and governmental assessments which, by Applicable Law, would be superior thereto, and (ii) the lien or charge of any First Mortgage of record. Notwithstanding any other provision to the contrary, the following provisions shall govern the priority and obligation for payment of the Assessment lien:

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

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

ARTICLE 6 - USE RESTRICTIONS AND COVENANTS

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

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

6.3 **Altering a Manufactured Home Space.** [Civ. Code § 4760] No Manufactured Home Space may be modified, altered or otherwise changed except as provided in the Governing Documents.

6.4 **Antennas, Masts and Poles.** [Federal Telecommunications Act] Exterior antennas and satellite dishes, not exceeding one meter (39.37") in diameter, are permitted, but only in strict compliance with Applicable Laws and not on any portion of the Common Area. Except as permitted by Applicable Law, there shall be no outside television or radio antennae, satellite dishes, masts, poles or flag poles constructed, installed or maintained in the Community for any purpose whatsoever without the prior written consent of the Board. The Board may adopt Rules restricting the construction, installation, maintenance or replacement of any such equipment as long as such restrictions do not conflict with Applicable Law.

6.5 **Assignment of Right to Use Common Area.** Notwithstanding the easement rights or other rights contained herein, an Owner who has sold his or her Condominium to a contract purchaser or who has leased or rented the Condominium shall be deemed to have assigned his or her rights to use and enjoy the Common Area to the contract purchaser or tenant who resides in the Owner's Condominium, subject to any Rules. If the Owner is deemed to have assigned such rights, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for so long as the assignment remains effective.

6.6 **Common Area Use.** The Owners' rights of use and enjoyment of the Common Area shall be subject to the restrictions set forth in the Governing Documents, and the right of the Board, subject to the limitations of any Applicable Laws or the Governing Documents, to:

- 6.6.1 Adopt and enforce reasonable Rules for the use of the Community. Such Rules may include reasonable restrictions on any use subject to Civil Code section 4515.
- 6.6.2 Reasonably limit the number of persons using all or any portion of the Common Area.
- 6.6.3 Require that any Owner who fails to clear and clean any Common Area recreational facility within four (4) hours of the end of any reserved usage or event reimburse the Association the full amount of cleanup costs, which will be levied against the Owner as an Individual Assessment.
- 6.6.4 Charge a fee or deposit for any private parties, special or extraordinary use of any Common Area recreational facilities and

Improvements, unless Civil Code section 4515 or 5105 applies to the use.

- 6.6.5 Set fees and deposits for supplying and replacing access devices to Common Areas, including charges calculated to limit distribution and deter loss of access devices.
- 6.6.6 Establish speed limits and other traffic regulations within the Community.
- 6.6.7 Establish fire lanes within the Common Area.
- 6.6.8 Assign, rent, lease or otherwise control the use of parking spaces within the Common Area.
- 6.6.9 Require the use of parking passes or decals.
- 6.6.10 Remove any vehicle within the Community parked in violation of this Restated Declaration or the Rules of the Board in accordance with the provisions of Applicable Law.
- 6.6.11 Suspend the voting rights of any Owner, and the rights of any Owner, and the persons deriving rights from any Owner, to use and enjoy the Common Area recreational facilities for any period during which the Owner is delinquent in the payment of any Assessment or as otherwise provided in the Governing Documents.
- 6.6.12 Cause the construction of additional Improvements in the Common Area, or cause the alteration or removal of existing Improvements on the Common Area, subject to any applicable limitations on the Board's powers.
- 6.6.13 Dedicate, grant, or join in the grant or conveyance of permits, easements, licenses or rights-of-way in, on and over the Common Area as may be determined by the Board to be in the best interests of Association; provided that no such permit, easement, license or right-of-way may be granted if it would unreasonably interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of the Owner's Manufactured Home Space without the approval of the affected Owner.
- 6.6.14 Reasonably restrict access to maintenance facilities or areas, landscaped areas, and similar areas of the Community.
- 6.6.15 [Civ. Code § 4600] Notwithstanding any nonexclusive easement rights to the Common Area granted herein or by any deed or other conveyance, the right to allow one or more Owners to exclusively

use portions of the Common Area, provided that such portions of the Common Area are nominal in area and adjacent to the Owner's Manufactured Home Space, and, provided further, that such use does not unreasonably interfere with any other Owner's use or enjoyment of the Community unless that Owner consents to the use.

6.7 Complying with Restrictions on Use. In exercising the right to occupy or use a Manufactured Home Space or the Common Area and its Improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees must comply with the Governing Documents.

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

6.9 Drones

6.9.1 A "drone" is defined as an unmanned aircraft without a human pilot on board, including model airplanes, helicopters and similar aircraft. The Board may adopt Rules to revise or expand this definition to address any type of aircraft.

6.9.2 The Board may establish Rules to prohibit or regulate the operation of any drones in the Community.

6.10 Electric Vehicle Charging Stations. [Civ. Code § 4745]

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

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

6.10.3 Owners who install an electric vehicle charging station shall be solely responsible for all costs associated with the installation, existence, use, maintenance, repair, replacement and removal of the station, as well as any damage caused to any other property as a result of the installation, use, existence, maintenance, repair, replacement or removal of that station.

- 6.10.4 The applicable Owners shall maintain an umbrella liability coverage policy covering the obligations of the Owner for the station unless the station is an existing National Electrical Manufacturers Association standard alternating current power plug. The Association shall be named as an additional insured under this policy with a right to notice of cancellation.
- 6.10.5 Owner shall be responsible for disclosing to prospective buyers of the Owner's Manufactured Home Space of the existence of any Electric Vehicle Charging Station and the related responsibilities of the prospective purchaser of the Owner's Manufactured Home Space under Civil Code section 4745, and the obtaining of written acknowledgment of the acceptance of responsibility for compliance with these requirements from the subsequent purchasers of the selling Owner's Manufactured Home Space.
- 6.10.6 If a new Owner fails to accept responsibility for the Electric Vehicle Charging Station prior to the close of escrow on the sale of a Manufactured Home Space, the Board may obtain a bid or bids for the cost to remove any Electric Vehicle Charging Station installed or affecting the Common Area or Exclusive Use Common Area and to restore the Common Area or Exclusive Use Common Area and shall require that the cost be paid out of escrow.

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

6.12 **Flammable Substances.** No one may store gasoline, kerosene, cleaning solvents, or other flammable liquids or substances, or any toxic or hazardous materials on the Common Area or in any Manufactured Home Space, provided, however, that amounts of these liquids, substances or materials which are reasonable for household use may be placed in appropriate containers and properly stored.

6.13 **Harassment.** No one may engage in any type of harassment, illegal, noxious or offensive activity toward any Owners, residents, Association representatives, management representatives, Board members and/or vendors working in the Community. No person shall attempt to engage Association or management representatives or vendors on any private business of such person, or to otherwise direct, supervise or in any manner attempt to assert control over such Association or management representative or vendor during the hours that such Association or management representative or vendor is working on behalf of the Association.

6.14 **Increase Rate of Insurance.** No one may perform any act or keep anything on or in any Manufactured Home Space or in the Common Area that will increase the rate of insurance on the Common Area without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept in his or her

Manufactured Home Space or in the Common Area that would result in the cancellation of insurance on any Manufactured Home Space or on any part of the Common Area or that would violate any law.

6.15 ***Leasing Manufactured Home Spaces.*** Owners may not lease or rent a Manufactured Home Space in violation of the following:

6.15.1 *Rental or Lease of Dwellings Generally Restricted.* The Association has implemented a program to restrict leasing of Manufactured Home Spaces to tenants. The Association and its Members have determined that a high percentage of Owner-occupied Manufactured Home Spaces and, conversely, a low percentage of non-Owner-occupied Manufactured Home Spaces helps (1) to preserve and protect property values, (2) to enhance the desirability of the Community, and (3) improves the ability of Owners to sell or refinance their Manufactured Home Spaces under more desirable lending terms. Therefore, except as otherwise provided in this Section, each Owner shall use his or her Manufactured Home Space as a private dwelling solely for the Owner and the Owner's immediate family or other individuals who reside with the Owner on a non-transient basis, and for no other purpose. The leasing or rental of Manufactured Home Spaces to others as a regular practice for business, speculation, investment or other similar purposes is only permitted in limited circumstances as provided in this Section. This program is subject to an exception for hardships, as more fully described below. In furtherance of this program to restrict leasing, the following restrictions on leasing are adopted:

- (a) *General Prohibition against Leasing.* The leasing or rental of Manufactured Home Spaces to others as a regular practice for business, speculation, investment or other similar purposes is only permitted when the total percentage of Owner-occupied Manufactured Home Spaces is at least seventy-five percent (75%), i.e., when the total percentage of non-Owner-occupied Manufactured Home Spaces is no greater than twenty-five percent (25%). If the total percentage of non-Owner-occupied Manufactured Home Spaces is no greater than twenty-five percent (25%), the Board will consider applications from Owners to lease their Manufactured Home Spaces to tenants.
- (b) *Hardship Exception.* To meet special situations and to avoid undue hardship or practical difficulties, the Board may waive these restrictions and grant permission to an Owner to lease the Owner's Manufactured Home Space

to a specified lessee for a period not to exceed twenty-four (24) consecutive months, subject to such other terms and conditions as the Board shall establish. Such special situations and undue hardships shall include, but are not necessarily limited to, an inability to sell the Manufactured Home Space after a relocation out of the area, an extended period in which the Owner is hospitalized or similarly confined thus causing the Manufactured Home Space to be vacant, or a period during which court actions are involved as in probate, bankruptcy, or mortgage foreclosure proceedings. Furthermore, the Board may charge a reasonable fee for processing and monitoring such permissions to rent or lease the Manufactured Home Space. No Owner, during the period of his or her ownership of the Manufactured Home Space, shall be granted a hardship exception more than twice, unless such is necessary to avoid extreme undue hardship. The determination of hardship by the Board is final and binding, and one favorable determination of hardship shall not prejudice the right of the Board to deny the same Owner's subsequent hardship application. Hardship exceptions shall not be counted toward the rental percentage limitations contained in Section 6.15.1(a).

- (c) *Application to Owners as of Date of Enactment.* Owners who owned or were in escrow to purchase their Manufactured Home Spaces on the date of the recordation of the 2012 Declaration on July 13, 2012, shall be entitled to an exemption of Section 6.15.1, although they shall be counted in the rental percentage limitation provided in Section 6.15.1(a). However, if the rental percentage limitation is reached, the Owners described this subsection shall still be able to rent their Manufactured Home Spaces.

- 6.15.2 All leases and rental agreements must be in writing.
- 6.15.3 All leases and rental agreements must be for the entire Manufactured Home Space and not merely parts thereof, unless the Owner remains in occupancy.
- 6.15.4 No lease or rental shall be for a period of less than thirty (30) days or for hotel, transient, fractionalized ownership interest or time-share purposes.

- 6.15.5 [Civ. Code § 799.4] Before renting or leasing a Manufactured Home Space, the Owners must give the Association the names of all prospective tenants and members of the tenant's family who may occupy such Manufactured Home Space. The Association must be given an opportunity to interview the prospective tenants to ensure that they meet the age requirements for residency in the Community and otherwise comply with the requirements of the Governing Documents.
- 6.15.6 Owners who lease or rent their Manufactured Home Space shall promptly notify the Board of Directors in writing of the make, model and license number of all residents' vehicles, a telephone number for the tenant, the type of pet kept by the tenants, keep all information current, and provide Association with a complete copy of the lease or rental agreement and any other information reasonably needed and requested by Association.
- 6.15.7 All Owners leasing or renting their Manufactured Home Space shall promptly notify Association of the address and telephone number where such Owner can be reached.
- 6.15.8 Each Owner-lessor shall provide any tenant or lessee with a current copy of all Governing Documents and shall be responsible for compliance by the tenant or lessee with all of the provisions of the Governing Documents during the tenant's/lessee's occupancy and use of the Manufactured Home Space.
- 6.15.9 All leases and rental agreements shall be subject in all respects to the Governing Documents, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or Association.
- 6.15.10 All leases and rental agreements shall provide that any failure of a lessee or tenant to comply with the terms of any Governing Document relating to residential leases, property use restrictions, or the use and enjoyment of any portion of the Common Area shall constitute a default under the lease or rental agreement and shall entitle the Owner to terminate the tenancy on thirty (30) days' written notice.
- 6.15.11 If any tenant or lessee fails to honor the provisions of any Governing Document, Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances to preserve the quiet enjoyment of other Owners and residents of the Community. Without limitation, Association's actions in response to a tenant's violation of the Governing

Documents may include the imposition of a Monetary Penalty Assessment or fines and penalties against the Owner-lessor of the Manufactured Home Space.

- 6.15.12 In the event a tenant or lessee of a Manufactured Home Space fails to comply with the provisions of the Governing Documents then, in addition to all other remedies which it may have, Association may notify the Owner of such violation(s) and demand that it be remedied through the Owner's efforts within thirty (30) days of such notice. If such violation(s) is not remedied within that thirty (30) day period, then the Owner shall immediately, at his or her own cost and expense, institute and diligently prosecute an eviction action (unlawful detainer) against his tenant or lessee on account of such violation(s). Such eviction action shall not be compromised or settled without the prior written consent of Association. In the event the Owner fails to commence the foregoing obligation within fifteen (15) days of being required to do so, or commences the action but fails to diligently prosecute the action, then the Board shall have the right, but not the duty, to notify the Owner that Association will prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Upon notification to Owner of Association's intent to prosecute the action, the right to possession of Owner's Manufactured Home Space shall pass to Association until such time as the tenant or lessee has vacated the Manufactured Home Space. The Owner shall cooperate with Association in the prosecution of the eviction action. All costs and attorneys' fees not collected from the tenant or lessee shall be paid by the Owner and failure to pay may be the basis for imposing an Individual Assessment for the fees and costs.

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

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

6.18 **Occupancy Restriction.** The maximum number of people who can occupy a single Manufactured Home is limited to no more than two (2) people per bedroom plus one (1) (i.e. a Manufactured Home with two (2) bedrooms would permit five (5) people to reside in the Manufactured Home). The Board, in its sole discretion, may grant a variance of the requirements of this section under such circumstances as the Board deems appropriate, including, but not limited to, hardship.

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

6.20 **Outside Drying and Laundering.** No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes, except in Common Areas designated for this purpose by the Association or as otherwise described in the Rules.

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

6.22 **Ownership of More Than Two Manufactured Home Spaces.** To the extent not in conflict with any Applicable Law, no individual or entity, its respective partners, successors in interest, and/or assigns shall be permitted to acquire more than two Manufactured Home Spaces in the Community.

6.23 **Pets.** [Civ. Code § 4715] Pets or other animals may not be kept in violation of the following:

6.23.1 Owners or residents of the Community may keep one usual and ordinary domestic pet, as defined in Civil Code section 4715(b) or any successor statute, in the Manufactured Home Spaces subject to the provisions of the Rules; provided, however, that no Owner or other occupant of a Manufactured Home Space may keep any pet which interferes with, or has a reasonable likelihood of interfering with, the rights of any Owner or other occupant of a Manufactured Home Space to the peaceful and quiet enjoyment of the Manufactured Home Space. In the event the Board determines that any pet or other animal creates an unreasonable annoyance or nuisance to any Owner or other occupant of a Manufactured Home Space, the keeping thereof shall be discontinued within a reasonable time after such determination.

- 6.23.2 Pets are not permitted in Common Areas or streets except as designated by the Board and subject to the Rules.
- 6.23.3 No Owners may keep animals for commercial purposes.
- 6.23.4 All residents with a pet must register the pet with the Association and complete a registration form identifying the pet and agreeing to abide by the Rules applicable to the keeping of a pet within the Community.
- 6.23.5 Association, its Board, Officers, employees and agents shall have no liability to any Owner, their family members, guests, invitees, tenants, vendors, contractors and contract purchasers, or any other person in the Community, for any damage or injury to persons or property caused by any pet, absent any willful or wanton negligence on the part of Association, or its Board, Officers, employees and agents.

6.24 **Power Equipment.** No one may set up a hobby shop for commercial purposes. Use of power equipment is subject to reasonable Rules as to the time and duration of use and the level of noise.

6.25 **Residential Use of Manufactured Home Space.** Manufactured Home Spaces shall be used for residential purposes only. No Manufactured Home Space may be used for time share purposes, or any other similar transitory use through fractionalized ownership or any other similar arrangement. Manufactured Home Spaces are intended to be used as a primary residence. A Manufactured Home Space may be used for in-home professional or administrative occupations or similar home office use so long as no external evidence is observable, and if: (i) such occupations are merely incidental to the use of the Manufactured Home Space as a residence, (ii) employees or business invitees do not regularly visit or conduct business in the Community, and (iii) the occupation is conducted in conformity with any Applicable Law and the Rules.

6.26 **Sales Activity** Sales activity as a business or commercial enterprise may not be conducted within the Community unless allowed by the Governing Documents. Estate sales after the death or the permanent relocation to a care facility of a resident of the Community may be allowed by the Rules for not more than three consecutive days but multiple sales at the same Manufactured Home Space within any year may not be allowed. The Community television system or channel, if any, may only be used for any sales activity if allowed by the Rules.

6.27 **Signs.** [Civ. Code §§ 712, 713, 799.1.5, 799.10, & 4710] No signs may be erected or displayed on or from any Manufactured Home Space except as allowed by Applicable Law and the Rules. No signs may be erected or displayed on the Common Area except with the prior written approval of the Board.

6.28 **Smoking.** Due to the scientific evidence of the dangers of secondhand smoke, the increased risk of fire, and increased maintenance and cleaning costs, the

smoking or vaping of any substance is prohibited in the Common Area and the Exclusive Use Common Area. "Smoking" shall include the inhaling, exhaling, burning or carrying of any lighted or burning substance in any form, including, but not limited to, tobacco and marijuana products.

6.29 **Subdividing or Combining Manufactured Home Spaces.** No Manufactured Home Space may be subdivided or combined with another Manufactured Home Space.

6.30 **Solar Installation.** Owners may install solar energy systems on the roof of their Manufactured Home after receiving written approval from the Board, provided they do so in strict compliance with any reasonable Rules adopted by the Board, including reasonable Rules governing solar energy system installations, and Applicable Law.

6.31 **Trash.** Rubbish, trash, and garbage may not be allowed to accumulate within the Manufactured Home Space or Common Area.

6.32 **Vacating Manufactured Home Space; Costs.** [Civ. Code § 4785] The Association shall have the power to temporarily remove any Manufactured Home Space resident for such periods and at such times as may be necessary in connection with any maintenance or repair work performed by Association. The Owner shall provide Association access as needed for maintenance or repair work by Association. The costs of any temporary relocation, including loss of rental income, during such maintenance or repair work shall be paid by the Manufactured Home Space Owner affected unless another Owner is responsible for the damages pursuant to the Governing Documents. If another Owner is responsible for the damages, the responsible Owner shall pay the relocation costs. Except in case of emergency, Association shall give notice of the need to temporarily vacate a Manufactured Home Space to the Owners and occupants not less than fifteen (15) days or more than thirty (30) days prior to the date of the temporary relocation. The notice shall state the reason for the relocation, the date and time of the beginning of work, the anticipated date and time of termination of work and that the occupants will be responsible for all necessary accommodations during the relocation.

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

6.34 **Vehicle Use and Parking.** Owners and residents must park in their carports. Visitors and other invitees must park in the carports also if space is available. If no space in the carport is available for visitors and invitees, they may park temporarily in visitor parking in the Common Area. Street parking is generally not allowed but may be used for loading or unloading and other temporary parking as set forth in the Rules.

No Owner may park any vehicle in a manner so that Association determines that the vehicle unreasonably extends beyond the boundaries of a carport or parking space into streets or sidewalks within the Community.

The following vehicles are Prohibited Vehicles: (i) recreational vehicles (e.g., motorhomes, travel trailers, camper vans, jet skis and boats), (ii) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines). Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board of Directors, (iii) buses or vans designed to accommodate more than ten people, (iv) vehicles having more than two axles, (v) trailers, (vi) inoperable vehicles or parts of vehicles, (vii) unregistered vehicles, (viii) aircraft, (ix) other similar vehicles, (x) noisy or smoky vehicles, or (xi) any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles may not be parked, stored or kept on any carport, street, or Common Area within the Community unless (a) they are owned and used by Association in connection with management or maintenance of a part of the Community, (b) they are parked for brief periods defined in the Rules, or (c) they are parked within an assigned space in the Association's lot for recreational vehicle storage with Board permission. No one may stay overnight in any vehicle within the Community. No electric, water, or other hook-ups are allowed, except as stipulated in the Rules for the recreational vehicle storage area.

The Board, in its discretion, may adopt reasonable Rules in compliance with this Section governing the operation, maintenance, storage and parking of any vehicle, including trucks, golf carts, motorcycles, campers, trailers, boats or commercial vehicles in the Community, including the streets, carports, and Common Area.

6.35 **Water Discharge.** No one may discharge anything other than rainwater into the streets, gutters and drains of the Association or into the Common Area and must comply with all applicable water quality and water use restriction ordinances.

6.36 **Window Covers.** Only curtains, drapes, shutters or blinds may be installed as interior window covers. No window in any Manufactured Home Space shall be covered with aluminum foil, papers, sheets, paint or similar material.

6.37 **Yards.** No fixture, personal property or other object may be kept upon any yard which interferes with the enjoyment of adjacent Manufactured Home Spaces or yards or which may be in violation of the Rules. Only usual and customary patio furniture, potted plants, and decorations may be kept in the yards.

ARTICLE 7 - REPAIR AND MAINTENANCE

7.1 **Owner Maintenance of the Manufactured Home and Manufactured Home Space.** [Civ. Code § 4775] Each Owner shall be responsible for the maintenance, repair and replacement of his or her Manufactured Home, Manufactured Home Space, and the utilities located within the Manufactured Home Space, except as

otherwise noted in Section 7.2 below, to keep them in good condition and repair. Maintenance shall include keeping Improvements in a clean, safe, and sanitary condition necessary to preserve the attractive appearance of each Manufactured Home and Manufactured Home Space and protect the values thereof, and to ensure that there is no threat to the health, safety or welfare of any resident. The Board shall have the power to determine the standards of such maintenance. The replacement of exterior items by Owners shall be subject to the architectural review requirements of the Governing Documents.

7.2 Association Maintenance of the Common Area. The Association shall be responsible for the maintenance, repair and replacement of the Common Area. The Association shall also be responsible for the following:

- 7.2.1 Pruning certain street-facing trees within the Manufactured Home Spaces as specified in the yearly tree trimming policy/program.
- 7.2.2 Maintaining water lines in the Common Area and up to the pressure regulator on the Manufactured Home Spaces.
- 7.2.3 Maintaining sewer lines from the four inch main sewer line to the connection to the Manufactured Home.

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

7.4 Access over Common Area. The Owner of the Manufactured Home Space shall be entitled to reasonable access over and through the Common Area, subject to the consent of Association and to any other conditions reasonably imposed by Association, for the purposes of performing any maintenance, repairs or replacement as required by the Governing Documents. Association's consent shall not be unreasonably withheld.

7.5 Failure to Maintain. If an Owner fails to maintain the areas described herein pursuant to the standards set by the Board, the Board may notify the Owner of the work required and request that the same be done within a reasonable time from the giving of such notice. If the Owner fails to complete maintenance within said time period, the Board may, following a Notice and Hearing, cause such work to be done and the cost thereof shall immediately be paid by such Owner to Association and until paid shall bear interest at the rate of twelve percent per annum (but no greater than the

maximum rate authorized by Applicable Law). Association shall have an easement over the Manufactured Home Spaces and Exclusive Use Common Area for the purpose of performing the work described herein.

7.6 Damage Caused by Owner or Item Under Control of Owner. [Civ. Code § 5725] Should any damage to the Common Area or any Manufactured Home Space result from the willful or negligent act or neglect of any Owner, or such Owner's tenants, guests, invitees, pets or other person or entity deriving any interest through such Owner, or from any item for which an Owner is responsible, the cost of all repairs shall be borne solely by the responsible Owner.

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

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

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

7.7 Limitation of Liability. Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any property, or the cost of repair or replacement of any damaged property or portions of such Owners' Manufactured Home Space or Exclusive Use Common Area, unless such damage is caused by the gross negligence of Association, its Board, Officers, agents or employees.

7.8 Owner Notification to Association. If, at any time, an Owner discovers or otherwise becomes aware of any condition within the Common Area that may constitute a risk to the health, safety or welfare of the Owners, their family members,

tenants, and any other persons entering the Community, the Owner shall notify Association representatives of the condition as soon as possible.

ARTICLE 8 - ARCHITECTURAL AND DESIGN CONTROL

8.1 **General.** [Civ. Code § 4760] Any change or Improvement to the exterior of a Manufactured Home or to mechanical or utility systems which affects the Common Area shall be governed by this Article. Changes or Improvements to the Common Area by the Association do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by an Architectural Committee.

8.2 **General Changes Requiring Prior Approval.** Nothing may be erected, placed, planted, altered, demolished, or modified on the exterior of any Manufactured Home or on the Common Area without the prior written approval of the Architectural Committee. Modifications to the interior of Manufactured Home Spaces which have the potential to affect the Common Area, including the mechanical or utility systems shall require prior approval.

8.3 **Specific Changes.** Subject to other applicable restrictions contained in the Governing Documents, Owners may modify their Manufactured Home Spaces subject to the following:

- 8.3.1 Modifications or alterations of the exterior of any Manufactured Home Space or any other portion of the Common Area to facilitate handicapped access as provided by Applicable Law must have the prior written consent of the Architectural Committee. Any approval of such handicapped access modification may be conditioned on such modification's removal, by the Owner at his or her sole expense, once the handicapped access is no longer necessary for the Manufactured Home Space.
- 8.3.2 No Owner may enclose any carport or install any fence without the prior written consent of the Architectural Committee.
- 8.3.3 Removal and replacement of a Manufactured Home requires prior written consent of the Architectural Committee.
- 8.3.4 All newly installed Manufactured Homes must be at least a double-wide (twenty-four feet (24') wide) unless the Manufactured Home Space is too small to accommodate a double-wide. In that case, the Manufactured Home can be no narrower than eighteen (18) feet.
- 8.3.5 Only one Manufactured Home may be installed on any Manufactured Home Space.

- 8.3.6 A Manufactured Home shall not exceed one (1) story.
- 8.3.7 No Owner may install any exterior shutter, screen, blind, or other appurtenance in or on any window or door except those items which are in conformance with standards established by the Architectural Committee.
- 8.3.8 Changes to landscaping hardscape require prior written consent of the Architectural Committee.
- 8.3.9 Changing windows and altering or adding porches and exterior steps requires prior written consent of the Architectural Committee.
- 8.3.10 No concrete, pavers, or other hard surface materials may be poured or placed on any portion of a Manufactured Home Space without the prior written approval of the Architectural Committee. All proposed hard surface areas must be shown separately on the plot plans and/or architectural change request form submitted with an architectural application.
- 8.3.11 The Architectural Committee may condition its approval on obtaining and recording a signed license and indemnity, hold harmless, or other similar agreement from the Owner if the Improvements affect the Common Area.

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

- 8.4.1 Complete plans and specifications showing the nature, kind, shape, color, size, height, materials to be used and location of any proposed Improvements, alterations or landscaping, as well as the name of the proposed contractor and any other information as required by the Architectural Committee, shall be prepared by the requesting Owner and submitted to Association, along with any fee or deposit established in the Architectural Rules. The Architectural Committee may establish a construction deposit and require that it be paid with the plans and specifications.
- 8.4.2 It is the sole responsibility of the submitting Owner to determine whether a licensed contractor is required by the State of California to perform the proposed work and to apply for any permits required by the City code or any other Applicable Law. The Board of Directors, Architectural Committee, and the individual members of both the Board and the Architectural Committee shall have no responsibility or liability for determining whether a contractor selected by an Owner is properly licensed and insured and otherwise qualified to perform the work proposed by the Owner.

- 8.4.3 The Architectural Committee shall review the submission and provide a written response to the requesting Owner, including an explanation of the reasons for any disapproval. If the submittal is disapproved, the requesting Owner may appeal to the Board by written notice within fifteen days of the date of the disapproval by the Architectural Committee.
- 8.4.4 In the event the Architectural Committee fails to provide a written response to the requesting Owner within fifteen days after receipt of the request from the Owner, the Owner may notify the Architectural Committee and Board in writing that a response has not been received. If the Architectural Committee or Board fails to respond within fifteen days of the receipt of the notice, approval will not be required and the related covenants shall be deemed to have been fully satisfied, so long as the proposed Improvement does not violate any requirements of the Governing Documents or Applicable Law.
- 8.4.5 Once an Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time.

8.5 ***Tree Policy***

- 8.5.1 In order to retain the Community's overall visual appeal, planting, removal, replacement or pruning of selected street-facing trees ("Key Trees") within Manufactured Home Spaces shall be performed by the Association in the same manner as Common Area trees. Key Trees shall be identified and listed in the Association's yearly tree trimming policy or program.
- 8.5.2 The Owner of each Manufactured Home Space shall be responsible for all trees within the Manufactured Home Space which are not identified as Key Trees ("Non-key Trees"). The Owner must properly maintain the Non-key Trees to retain their visual appeal. The Owner must obtain prior written approval of the Architectural Committee before removing any Non-key Tree, except for fruit trees, for any reason. Removal of any Non-key Tree shall be at the Owner's expense and must include root and stump grinding to at least six inches below the grade level of the surrounding ground.
- 8.5.3 Architectural Committee approval is not required for the planting, pruning, or removal of fruit trees within the Manufactured Home Space.

8.6 **Architectural Rules.** [Civ. Code § 4360] The Board of Directors may adopt reasonable Architectural Rules that may be amended or repealed at any time subject to Section 3.7 of this Restated Declaration.

8.6.1 The Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards for review by the Architectural Committee and guidelines for architectural design, placement of Manufactured Homes, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community, provided, however, that said Architectural Rules shall not be in violation of the standards required by this Restated Declaration.

8.6.2 The Architectural Rules may also address the information which is required to be presented in connection with an architectural submittal. Unless any such Architectural Rules are complied with, an Owner's plans and specifications shall be deemed incomplete and not submitted.

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

8.8 **Architectural Committee.** The Architectural Committee shall be formed as follows:

8.8.1 The Board shall have the right to appoint all of the members of the Committee.

8.8.2 The Committee shall consist of three (3) to five (5) Owners and at least two of them must be Board members.

8.8.3 All members of the Committee may be removed by the Board at any time with or without cause.

8.8.4 The Committee shall meet as often as it deems necessary to properly carry out the obligations imposed upon it, unless otherwise directed by the Board.

8.8.5 The vote or written consent of the majority of the Committee shall be required for any recommendation.

8.9 **Fee for Review.** The Board shall have the right to establish a fee for the review and approval of plans and specifications which must be submitted to the

Association pursuant to the provisions of this Article, which shall be reasonably related to the duties performed. Owners shall be responsible for Association's costs incurred for review of their plans.

8.10 **Compensation.** The members of the Board and Architectural Committee shall receive no compensation for services rendered, other than reimbursement by Association for expenses incurred by them in the performance of their duties hereunder. However, the Board may hire an architect or other professional to consult with the Committee and Board, and the Association may compensate the architect or professional for services rendered to Association.

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

8.12 **Effect of Owner-Installed Improvements.** This Section shall apply to all Improvements installed on any Manufactured Home Space or elsewhere in the Community, either by a current or former Owner or by that Owner's family members, agents, tenants, or anyone exercising the Owner's powers, and without regard to whether the Owner first complied with the requirements of this Article, including without limitation, the requirement for seeking and obtaining prior written approval before installing any such Improvements.

8.12.1 Owner shall pay all costs and expenses incurred in the construction and installation of any such Improvements, and shall be fully responsible for the maintenance, repair and replacement of such Improvements. Each Owner shall be responsible for any damages to persons, property or otherwise which result from the construction, maintenance, use or continued existence of such Improvements and shall hold the Association free and harmless from any and all costs and expenses attributable to the construction, installation, maintenance, repair, or replacement of such Improvements or to their continued existence or use. The Association shall have no responsibility either for securing or maintaining insurance for any such Improvements.

8.12.2 Each Owner covenants and agrees that any such Improvements shall be constructed in strict compliance with the plans and specifications and in the exact location approved by the Association, if so approved, and shall be maintained in good condition and repair in accordance with generally accepted construction, maintenance and repair practices, and shall comply

with all Applicable Laws. Owner shall be obligated to obtain any necessary building permits and inspections and to verify compliance with all requirements imposed by Applicable Law. The Association's approval of any such Improvements, if given, is limited to an approval based solely on the criteria contained in the Governing Documents and does not include a review for compliance with Applicable Laws.

- 8.12.3 All such Improvements shall be subject to the jurisdiction of the Association, acting through the Board, and to the Governing Documents; and shall be subject to an easement in favor of the Association to perform its duties under the Governing Documents. As such, each Owner shall pay all costs and expenses incurred in removing and replacing the Improvements, if such removal is required by the Association, in its sole discretion, to perform its maintenance and repair responsibilities under the Governing Documents. The Association shall exercise such discretion reasonably and not arbitrarily.
- 8.12.4 Owner shall defend, indemnify and hold harmless the Association, its Members, Board, Officers, agents and employees from and against any and all injuries, damages, causes of action or claims which may exist or be instituted against any or all of said parties because of, or in any manner arising from or connected with, the granting of written confirmation of approval for any Improvements, the power to grant and confirm such approval in writing, or the construction, maintenance, repair, replacement, existence or use of any such Improvements.
- 8.12.5 Each Owner releases the Association, its Members, Board, Officers, agents and employees from any duty or obligation to pay, or otherwise be responsible, for the cost of construction, maintenance, repair or replacement of any such Improvements, and releases said parties from any and all claims, injuries, damages and causes of action which may arise as a result of the construction, maintenance, repair or replacement of the Improvements or the continued existence or use of the Improvements.
- 8.12.6 If any Owner fails to construct, maintain or use such Improvements in accordance with any architectural approval granted by the Association and according to the terms of this Article, the Association shall have the power, at Owner's expense, either to maintain, repair or replace the Improvements or to remove the Improvements, in the Association's sole discretion.

- 8.12.7 The Association shall have the power, but not the obligation, unilaterally to record a document against the title to Owner's Manufactured Home Space identifying the nature, description and location of any Improvements installed by Owner, whether installed with or without the Association's approval, to put subsequent Owners on notice of their duties and obligations with respect to such Improvements under this Article.

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

- 8.13.1 No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.
- 8.13.2 The Board shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Architectural Committee or Board, or if it does not conform to the plans and specifications submitted to the Architectural Committee.
- 8.13.3 The Board or Architectural Committee may periodically enter any Manufactured Home Space to ensure that the construction is proceeding according to any approved plans.
- 8.13.4 If the Owner fails to remedy any noticed noncompliance within the time specified by the Board, the Board shall provide Notice and Hearing regarding the alleged noncompliance.
- 8.13.5 At the hearing, the Owner, any representative(s) of the Architectural Committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance.
- 8.13.6 If a noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant.
- 8.13.7 If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board at its option, may pursue all legal and equitable remedies available to remedy or

remove the non-complying Improvement, and the Owner shall reimburse Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to Association, the Board may recover such expenses through the levy of an Individual Assessment against such Owner.

- 8.13.8 The approval by the Board of any plans, drawings or specifications for any work or Improvement done or proposed, or for any other matter requiring the approval of the Board under this Restated Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for Improvements, the size of the Improvement and proximity to other Manufactured Home Spaces or the Common Area and other factors may be taken into consideration by the Board and Architectural Committee in reviewing a particular submittal.
- 8.13.9 Notwithstanding any other provisions herein, the Board of Directors shall have the authority to obtain a restraining order or injunction at any time after discovery that work is proceeding without approval of the Board or in a manner that is different than that approved by the Board if the Board deems such action necessary to protect Association's interests.

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

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

8.16 ***Conflicts Between Applicable Law and Association.*** In the event of any conflict between any Applicable Law and Association's Governing Documents or

other requirements, the more restrictive of such conditions shall be controlling. Further, nothing herein shall limit Association from imposing conditions of approval of any proposed Improvements which are more restrictive than any Applicable Law.

ARTICLE 9 - INSURANCE

9.1 **Fire and Casualty Insurance.** At a minimum, Association shall obtain and maintain a policy or policies of fire and casualty insurance for the full insurable replacement cost of the Improvements located in the Common Area. This insurance shall be maintained for the benefit of Association, the Owners, and their Lenders, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Restated Declaration. If required by any First Lender who notifies Association of its requirement, and if economically feasible and available, such policies shall contain an inflation guard endorsement and a construction code endorsement.

9.2 **General Liability Insurance.** [Civ. Code § 5805] Association shall obtain and maintain a policy or policies insuring Association, its Officers, Directors, agents and employees, and the Owners against any liability for bodily injury, death, and property damage arising from the activities of Association and its Members, with respect to the Common Area and any Manufactured Home Spaces owned by Association. Limits of liability under the insurance shall not be less than Three Million Dollars covering all claims for wrongful death, bodily injury, and property damage arising out of a single occurrence. If the minimum amount necessary to comply with Civil Code section 1365.9 or any successor statute is a larger amount, the statute shall control.

9.3 **Directors and Officers Liability Insurance.** [Civ. Code § 5800] Association shall obtain and maintain one or more policies of insurance which include coverage for individual liability of Officers and Directors of Association for negligent acts or omissions of those persons acting in their capacity as Officers and Directors. Limits of liability under this insurance shall be determined by the Board at its sole discretion. If the minimum amount necessary to comply with Civil Code section 1365.7 or any successor statute is a larger amount, the statute shall control.

9.4 **Fidelity Coverage.** Association shall purchase and maintain fidelity coverage for any person or entity handling funds of Association, whether or not such persons or entities are compensated for their services. If an agent handles Association funds, such agent shall be covered by Association's coverage, unless such agent provides similar coverage. Association's coverage may be in the form of a separate bond, a separate policy (e.g., crime policy), or may be added by endorsement to the general policies carried by Association. The Board shall have the discretion to determine the amount of coverage, but coverage shall not be less than that required by Applicable Law. The fidelity coverage must contain a provision that it may not be cancelled or substantially modified without at least ten days' prior written notice to Association.

9.5 **Other Association Insurance.** Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any Applicable Laws. Association also may purchase and maintain a blanket policy of flood insurance, and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Community and a decision not to rebuild. Association may purchase such other insurance the Board considers necessary or advisable, including earthquake insurance coverage.

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

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

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

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

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

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

9.11 **Insurance Policy Deductibles.** [Civ. Code § 5300] The Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by Association. In the event of a loss for which Association insurance coverage is used, the responsibility for payment of any deductible shall be as follows:

- 9.11.1 Owners shall be responsible for the cost of any deductible if the damage or loss occurs to the Owners' real or personal property, or other property for which the Owner is responsible ("Owner Property").
- 9.11.2 Association shall be responsible for the cost of any deductible if the damage or loss occurs to any real or personal property owned by Association, or for which Association is responsible ("Association Property").
- 9.11.3 If the damage or loss occurs to any Owner Property and any Association Property, or to more than one Owner's Property, the responsibility for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each party's insured loss to the total insured loss under that policy.
- 9.11.4 The foregoing notwithstanding, if the Board determines the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner or is the Owner's responsibility pursuant to Section 7.6 herein, such Owner shall be liable for the full amount of the deductible.

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

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

ARTICLE 10 - DAMAGE OR DESTRUCTION

10.1 **Duty to Restore.** [Civ. Code § 4775] Any portion of the Common Area that is damaged or destroyed must be repaired or replaced promptly by Association unless:

- 10.1.1 The Community is terminated.
- 10.1.2 Repair or replacement would be illegal under an Applicable Law.
- 10.1.3 Eighty percent of Owners, including each Owner of a Manufactured Home Space that will not be rebuilt, vote not to rebuild.

10.2 **Cost of Repair.** Any cost of repair or replacement of the Common Area in excess of any insurance proceeds and reserves shall be a Common Expense, levied against Condominiums in the same proportion as Regular Assessments are levied.

10.3 **Repair Plans.** The Common Area must be repaired and restored in accordance with either (a) the original plans and specifications, updated as required to reflect applicable building codes, or (b) other plans and specifications which have been approved in writing by the Board and a majority of Owners.

10.4 **Replacement of Less Than Entire Community**

- 10.4.1 Any insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Community.
- 10.4.2 Except to the extent that other persons or entities will be distributees:
 - (a) Any insurance proceeds attributable to a Manufactured Home Space that are not rebuilt must be distributed to the Owner of that Manufactured Home Space or to Lenders, as their interests may appear.
 - (b) The remainder of any proceeds shall be retained by the Association and placed in the reserve account.
- 10.4.3 If the Owners vote not to rebuild a Manufactured Home Space, the common interest portions of the Manufactured Home Space shall be reallocated among all other Manufactured Home Spaces and Association shall prepare, execute and record an amendment to this Restated Declaration reflecting the reallocations.

10.5 **Insurance Proceeds.** An insurance trustee appointed by the Board or insurance company, or if there is no trustee, then the Board, acting by the President,

shall hold any insurance proceeds in trust for Association, Owners and Lenders. Subject to the provisions of this Restated Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Area. Association, Owners and Lenders are not entitled to receive payment of any portion of the excess proceeds unless there is a surplus after the Common Area has been completely repaired or restored, or unless the Community is terminated.

10.6 Disbursements to Owners and Lenders. Any insurance proceeds distributed to Owners and Lenders of Manufactured Home Spaces which will be rebuilt shall be distributed proportionately according to the insured loss of the Manufactured Home Spaces at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Board and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization.

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

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

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

10.9 Casualty Destruction of Manufactured Home Space. In the event of damage or destruction to any Manufactured Home or Manufactured Home Space, and unless the Owners vote not to rebuild the Common Area surrounding the Manufactured Home Space, the Owner thereof shall reconstruct the Manufactured Home Space as soon as reasonably practicable and substantially in accord with the original plans and specifications therefore; provided, however, that any such Owner may, with the written consent of the Architectural Committee pursuant to the architectural review requirements of the Governing Documents, reconstruct or repair the same pursuant to new or changed plans and specifications.

ARTICLE 11 - EMINENT DOMAIN

11.1 Representation by Association. Association shall represent the Owners in the event of any threatened condemnation, condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or any part thereof. In furtherance of this purpose, each Owner,

by acceptance of a deed to his or her Condominium, irrevocably appoints Association as their attorney-in-fact to represent the Owners in any condemnation proceeding.

11.2 **Common Area Taking.** In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement, less any fees or costs incurred in collection thereof, shall be payable to Association, or any trustee appointed by Association, for the use and benefit of the Owners and their Lenders according to the relative values of the Condominiums affected by the condemnation as determined by an independent appraiser where Condominiums are not valued separately by the condemning authority or by the court.

11.3 **Condominium Taking.** In the event of an award for the taking of any Condominium in the Community by eminent domain, the respective Owner(s) and Lender(s) of such Condominium shall be entitled to receive the award for such taking, less any fees and costs incurred in collecting such amount and only up to the fair market value of the Condominium, and after acceptance thereof the Owner and the Lender shall be divested of all interest in the Community when such Owner vacates his Condominium as a result of such taking. The remaining Owners shall decide by majority vote whether to rebuild or repair the Community, or take other action. The remaining portion of the Community shall be resurveyed, if necessary, and this Restated Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Community based on the number of Manufactured Home Spaces remaining in the Community.

11.4 **Substantial Taking.** [Civ. Code § 4610] If there is a substantial taking of the Community (more than fifty percent), the Owners may terminate the legal status of the Community and, if necessary, bring a partition action under any Applicable Law, on the election to terminate by a majority of the Voting Power. The proceeds from the partition sale, less any costs or fees incurred in collection thereof, shall be distributed to the Owners and their respective Lenders in proportion to the fair market values of the Condominiums.

ARTICLE 12 - RIGHTS OF LENDERS

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

12.2 **No Right of First Refusal.** This Restated Declaration neither contains nor shall be amended to contain any provision creating a "right of first refusal" to Association before a Manufactured Home Space can be sold. Should any such rights nevertheless be created in the future, such rights shall not impair the rights of any First

Lender to: (a) foreclose or take title to a Manufactured Home Space pursuant to the remedies provided in the mortgage, (b) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (c) sell or lease a Manufactured Home Space acquired by the Lender.

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

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

- 12.4.1 Abandon or terminate the Community as a condominium Community (except for abandonment or termination provided by Applicable Law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain).
- 12.4.2 Change the pro rata interest or obligations of any individual Condominium for the purpose of (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium in the Common Area, provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner.
- 12.4.3 Partition or subdivide any Condominium.
- 12.4.4 Abandon, partition, subdivide, encumber, sell or transfer the Common Area, or any property owned, directly or indirectly, by Association (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by Association is not a transfer in the meaning of this clause).
- 12.4.5 Use hazard insurance proceeds for losses to any of the Community (whether to Condominiums or to Common Area) for other than the repair, replacement or reconstruction of such property.

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

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

12.7 **Notification of Lender.** Upon written request to Association, identifying the name and address of the holder, insurer or guarantor and the Manufactured Home Space number or address, any Eligible Lender will be entitled to timely written notice of:

- 12.7.1 Any condemnation loss or any casualty loss which affects a material portion of the Community or the Manufactured Home Space insured or guaranteed by such Eligible Lender;
- 12.7.2 Any default in the performance by an Owner of any obligation under the Governing Documents not cured within sixty (60) days;
- 12.7.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by Association; and
- 12.7.4 Any proposed action which would require the consent of a specified percentage of Eligible Lenders as required by the Governing Documents.

12.8 **Termination of Professional Management.** Provided professional management has previously been required by any Eligible Lender, any decision to establish self-management by Association shall require the consent of at least sixty-seven percent (67%) of the Voting Power and at least fifty-one percent (51%) of Eligible Lenders; provided that so long as any Mortgage which is a lien on a Manufactured Home Space is insured or guaranteed by the Federal Housing Administration, any termination and failure to replace professional management shall require the prior written approval of the Federal Housing Administration.

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

12.10 **Non-Curable Breach.** Any Lender who acquires title to a Manufactured Home Space by foreclosure or by deed in lieu of foreclosure or assignment in lieu of

foreclosure shall not be obligated to cure any breach of this Restated Declaration that is non-curable or of a type that is not practical or feasible to cure.

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

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

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

12.14 ***Termination without Substantial Destruction.*** Except as provided by statute or by other provision of the Governing Documents in case of substantial destruction or condemnation of the Community, the consent of at least sixty-seven percent (67%) of the Voting Power of Association and the approval of fifty-one percent (51%) of Eligible Lenders shall be required to terminate the Community; provided that if termination is for reasons other than substantial destruction or condemnation, the agreement of sixty-seven percent Eligible Lenders is required.

ARTICLE 13 - ENFORCEMENT

13.1 ***Right to Enforce; Remedies.*** [Civ. Code §§ 5850 et seq., 5900 et seq., & 5975; Corp. Code § 7231] The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Documents. Each remedy provided in this Article, this Restated Declaration and under Applicable Law shall be considered cumulative and not exclusive.

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

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

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

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

13.6 **Violation of Applicable Law.** Any violation of any Applicable Law pertaining to the ownership, occupancy or use of any Condominium within the Community is declared to be a violation of the Governing Documents and subject to any or all of the enforcement procedures herein set forth.

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

13.8 **Attorneys' Fees.** [Civ. Code § 5975] In the event an attorney is engaged by the Board to enforce the Governing Documents, Association shall be entitled to recover from the adverse party to the controversy its actual attorneys' fees and costs so incurred, whether or not such controversy proceeds to litigation. In the event litigation is commenced to enforce the Governing Documents, the prevailing party shall be entitled to its attorneys' fees and costs. Said costs and attorneys' fees shall constitute a lien on the Manufactured Home Space which is enforceable as an Assessment pursuant to the Governing Documents. This Section shall also apply to actual attorneys' fees incurred to collect any post-judgment costs.

ARTICLE 14 - AMENDMENTS

14.1 **Owner Approval of Amendments.** [Civ. Code §§ 4260, 4270, 4275 & 5100 et seq.] Subject to this Article, this Restated Declaration may be amended by the following procedure or as otherwise specified in Section 14.2 herein.

First, the vote will be conducted by a secret ballot in accordance with the requirements of Applicable Law. Second, the total number of ballots returned must come from at least one-half (1/2) of the Voting Power. Third, the vote must remain open for at least thirty (30) days after the date the ballots are mailed, but the initial deadline may be extended periodically after that date, if ballots from at least one-half (1/2) of the Voting Power have not been received by the initial deadline, and may be extended automatically for additional periods of time until ballots from at least one-half (1/2) of the Voting Power have been returned. Fourth, the amendment must be approved by the affirmative vote of at least a majority of the ballots cast. A blank ballot or other action indicating an intention to abstain will be deemed to have a neutral effect, so it will be counted toward the one-half (1/2), but it will not be counted as a ballot cast for purposes of computing the majority approval.

An amendment becomes effective after (a) the approval of the required percentage of Owners has been given, (b) that fact has been certified in the form of a written document executed and acknowledged by an Officer designated by Association for that purpose or, if no such designation is made, by the President of Association and (c) the document has been recorded in San Diego County.

An amendment may change this Restated Declaration in any manner, including adding or deleting restrictions or increasing or decreasing the burdens on the Manufactured Home Spaces as long as the amendment is approved as specified herein or pursuant to the Civil Code.

14.2 Amendment of Restated Declaration or Bylaws by Board Vote. The Board of Directors shall have the power to amend this Restated Declaration or the Bylaws, as the case may be, but only as this Section permits. By a majority vote of the full Board, the Board shall have the power to prepare and adopt, or in the case of the Restated Declaration, to record an amendment for the following purposes:

- 14.2.1 To correct any printing or grammatical error or omission in this Restated Declaration or the Bylaws.
- 14.2.2 To make any change in the Restated Declaration or Bylaws required by a change in any Applicable Law, including court decisions, which obligate Association, the Board or the Owners to conform their conduct to the terms of the Applicable Law.
- 14.2.3 To make any change in the Restated Declaration or Bylaws needed to comply with any Applicable Laws to preserve and enforce the Community's status as housing for older persons.
- 14.2.4 To make any change in the Restated Declaration or Bylaws needed to comply with any requirements of an Institutional Lender.

If the Board approves an amendment using the procedure in this Section 14.2, the amendment shall not be recorded or filed until the following procedure is implemented. The Board shall first send notice of such action to the Owners, which notice shall include the text of the proposed amendment and an opinion from legal counsel that the proposed change in the Governing Documents follows within one of the purposes listed above. An amendment shall be considered ratified, unless within thirty (30) days after the date such notice is sent to the Owners, the Owners entitled to cast twenty percent (20%) of the votes in Association, sign a written petition to reconsider the Board's action and file it with the Board. If such a petition is filed, the Board shall conduct a vote of the Members to reconsider the Board's action. The vote shall be conducted by secret ballot as provided in Civil Code section 5115 or other Applicable Law for the approval of amendments to the Governing Documents. In the voting, unless a majority of the Voting Power of the Association rejects the proposed amendment, the amendment shall be considered ratified, whether or not a quorum of votes has been cast.

This Section shall not restrict the powers of the Owners to amend this Restated Declaration or the Bylaws by any other method, but is intended to authorize a simple process for amendment where the property rights of Owners are not materially or adversely affected.

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

ARTICLE 15 - GENERAL PROVISIONS

15.1 **Term.** The provisions of this Restated Declaration shall continue in effect for a term of fifty (50) years from the date of recordation. Thereafter, it shall be automatically extended for successive periods of ten (10) years, until the membership of Association decides to terminate it. This Section shall not preclude amending this Restated Declaration during the term of its existence.

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

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

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

15.5 **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Restated Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Manufactured Home Space but only with respect to obligations arising from and after the date of the divestment.

15.6 **Fair Housing.** [Gov. Code §12956.1] Neither Association nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Manufactured Home Space to any person on the basis of

race, color, sex, sexual orientation, religion, ancestry, national origin, marital status, physical handicap or any other classification prohibited by Applicable Law.

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

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

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

15.9 **Governing Document Priorities.** [Civ. Code § 4205] In the event of a conflict among the Governing Documents, or any provision thereof, the following documents shall take precedence in the order given: (1) the Condominium Plan, (2) this Restated Declaration, (3) the Articles, (4) the Bylaws, and (5) the Rules.

15.10 **Conflict with Statutes.** Provided any federal, state or local statute, law or ordinance is inconsistent with any provision or provisions of the Governing Documents,

and compliance with that statute, law or ordinance is mandatory, neither Association, the Board nor any member thereof shall have any liability for complying with the federal, state or local statute, law or ordinance and not with the inconsistent provision or provisions of the Governing Documents.

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

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration of Restrictions this 9th day of December, 2022.

ASSOCIATION / DECLARANT:

RANCHO ESCONDIDO HOMEOWNERS, INC.,
a California nonprofit mutual benefit corporation

By: William Frederick Betts
President
William Fredrick Betts


By: John M. Lighthill
Secretary
John M. Lighthill

**See Notary
Attachment**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIV. CODE § 1189

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

State of California		On this		9	Day of	December	20	22
County of	San Diego							
On	12/9/2012	Before me,	M. Harris, Notary Public					
	Date		Here Insert Name and Title of Officer					
Personally appeared	William Frederick Betz and John M. Lighthill							
	Name(s) of Signer(s)							
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.								
				I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.				
				Signature		Signature of Notary Public		
						MHa		
Place Notary Seal Above								

OPTIONAL

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

Description of Attached Document

Title or Type of Document:		Document Date:	
Number of Pages:		Signer(s) Other Than Named Above:	

Capacity(ies) Claimed by Signer(s)

<p>Signer's Name: _____</p> <p><input type="checkbox"/> Corporate Officer- Title(s):</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact</p> <p><input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator</p> <p><input type="checkbox"/> Other: _____</p> <p>Signer is Representing: _____</p>	<p>Signer's Name: _____</p> <p><input type="checkbox"/> Corporate Officer- Title(s):</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact</p> <p><input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator</p> <p><input type="checkbox"/> Other: _____</p> <p>Signer is Representing: _____</p>
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EXHIBIT "A" - COMMUNITY LEGAL DESCRIPTION

That portion of Section 8 and 9, Township 12 South, Range 2 West, San Bernardino Base and Meridian, in the City of Escondido, County of San Diego, State of California, according to United States Government Survey approved December 14, 1885, Described as follows:

Beginning at the intersection of the Northwesterly line of the Rancho Rincon Del Diablo, as per Map thereof No. 723, filed in the Office of the County recorder of said County, with the Northeasterly line of Nutmeg Street (40.00) feet wide) as shown of San Diego County surveyor's road survey No. 406, as filed in the office of the recorder; thence South 14°39'00" West on the Northwesterly line of said Rancho. 2327.06 feet, more or less, to the Northeasterly line of Ranch Los Vallecitos De San Marcos, according to Map thereof No. 800, filed in the Office of the County Recorder of said County; thence along said Northeasterly Boundary North 38°12'20" West (Record North 38°11'30" West) 1731.62 feet to an angle point in the Westerly Boundary of the fourth described Parcel of land in Deed to Western Growth Corporation, recorded October 25, 1961, as Document No. 185204 of Official Records; thence along the Northwesterly Boundary of said Parcel, North 51°48'30" East, 438.55 feet to the Southerly corner of the third described Parcel of Land in said Deed; thence along the Boundary of said third Parcel as follows:

North 38°11'30" West, 1395.78 feet; North 60°01'00" East, 920.95 feet to the center line of said Nutmeg Street; South 29°59'00" East along said center line 130.00 feet to a Tangent 1000.00 foot radius curve concave Northeasterly; Southeasterly along said curve 60.00 feet, more or less, to an angle point in said third Parcel of Land; leaving said center line South 60°01'00" West, 155.00 feet, more or less, to an angle point; and South 32°41'50" East, 805.46 feet to a point in the Northwesterly boundary of the first described Parcel of Land in Said Deed; thence along said Northwesterly boundary North 26°48'00" East, 426.23 feet to the Northeasterly line of said Nutmeg Street; thence along said Northeasterly line South 63°12'00" East, 885.69 feet to the point of Beginning.

Excepting therefrom the interest in and to the Northeasterly 71.00 feet of the Southeasterly 885.69 feet thereof as conveyed to the City of Escondido for road purposes, Recorded April 15, 1967 as File No. 62698 of Official Records.

Also excepting therefrom that portion lying Northwesterly of the South Easterly line of that certain 300.00 foot wide easement as described in that certain final decree of condemnation commenced under superior court case No. 310531, the final decree of said action Recorded July 1, 1969 as File No. 119179 of Official Records. The center line of said 300.00 foot strip being described as follows:

Beginning at a point in the Northeasterly boundary line of Rancho Los Vallecitos De San Marcos according to Map thereof No. 806, filed in the office of the County Recorder of Said County of San Diego between corner No. 2 and corner No. 3, said point of Beginning bears South 37°47'32" East (Record South 36°26'45" East per record of

Survey Map No. 5640) a distance of 1801.69 feet measured along said Northeasterly boundary line from said corner No. 3; thence from said POINT OF BEGINNING North 46°53'00" East, a distance of 2588.45 feet; thence North 08°40'57" West, a distance of 1704.07 feet to a point of intersection with the common boundary line between Section 9 and Section 4 , in Township 12 South, Range 2 West, San Bernardino Base and Meridian, distant thereon North 89°48'33" East, 628.47 feet from the Section corner common to Sections 4, 5, 8 and 9 in said Township and Range; thence from said point of intersection continuing North 08°40'57" West, a distance of 5306.35 feet to a point of intersection with the common boundary line between said Section 5, Township 12 South, Range 2 West, and Section 32, Township 11 South, Range 2 West, San Bernardino Base and Meridian, distant thereon North 89°30'47" West, (Record South 89°75'00" West per Record of Survey Map No. 5359) a distance of 327.85 feet, measured along said common boundary line from the corner common to Section 4 and 5, in Township 12 South, Range 2 West, and Section 32 and 33, in Township 11 South, Range 2 West, San Bernardino Base and Meridian.

The bearings used in the above center line description are on the California State coordinate system, zone 6. All distances are ground level distances.