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**AMENDED, RESTATED, AND SUPERSEDING**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**OCEANA**  
***A Planned Development***

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PURPOSE

This document is recorded for the purpose of amending, restating, superseding and replacing the Amended Declaration of Covenants, Conditions and Restrictions recorded on February 21, 1990 as Instrument No. 90-094819 of Official Records of the Office of the San Diego County Recorder ("Declaration"). The legal description of the Project is set forth in Exhibit "A," which is attached hereto and made a part hereof. This document, upon recording, is intended to supersede and replace the entire Declaration which affects the property listed in Exhibits "A" and "B."

This amendment is adopted by the Members (hereafter Members") of Oceanside Community Association, a California nonprofit mutual benefit corporation (hereafter Association"), in accordance with the provisions of Article VII, of the Declaration.

The President and Secretary of the Association certify that the requisite percentage of Members have agreed to amend the Declaration and to restate, supersede and replace it in accordance with the terms of the AMENDED, RESTATED AND SUPERSEDING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS set forth below.

NOW THEREFORE, by this amendment, the following AMENDED, RESTATED AND SUPERSEDING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is adopted:

RECITALS

The Members," as hereafter defined, intend to continue the general plan for the improvement, development, protection and maintenance of the Project. Therefore, to insure such protection and maintenance, to encourage the best use and most artistic development and improvements in the Project, to promote the continued existence of useful and attractive homes, to secure and maintain adequate setback lines and free spaces, and in general adequately to provide for improvements of a high type and quality, the Members do hereby establish and continue to impose upon the Project, provisions, covenants, conditions, restrictions, easements, and reservations upon and subject to which each and all Lots," as hereafter defined, in said Project shall be held, occupied, leased, sold and/or conveyed, which said covenants shall continue to run with the Project and be binding upon the Owners of Lots in the Project and their successors and assigns, for the benefit of land within the Project and each and every Lot therein, and shall inure to and pass with each property interest in said Project. Said provisions, covenants, conditions,

restrictions, easements, and reservations, now made applicable to said Project, are as follows:

#### DEFINITIONS

1. "Architectural Committee" means that committee appointed by the Board to carry out the duties described in Article III of this Declaration and any other duties pertaining to the management and approval of architectural modifications within the Project, under direction of the Board.
2. "Board" means the Board of Directors of the Association.
3. "Bylaws" means the Bylaws of the Association and any duly adopted amendments thereto, which are incorporated herein by reference.
4. "Common Area" means "Common Area" within the meaning of California Civil Code Section 1351(b) and also means all real property (including the improvements thereon) which is owned, leased or maintained by the Association for the common use and enjoyment of the Owners. The Common Area consists of the property described in Exhibit "B," attached hereto and made a part hereof.
5. "City" means the City of Oceanside, County of San Diego, State of California.
6. "Declarant" means the original developer of the Project, Oceanside Land Company.
7. "Restated Declaration" means this enabling Declaration of Restrictions, as it may be amended from time to time, and "Declaration" within the meaning of California Civil Code Section 1351(h), as the same may be amended from time to time.
8. " Dwelling Unit" means the improvement or improvements constructed upon a Lot for residential use and occupancy by one or more persons.
9. "Eligible Lender" a holder, insurer or guarantor of a first mortgage that provides a written request to the Association stating the name and address of such holder, insurer or guarantor and the Lot number, and requesting notice to which such eligible lender is due under the Governing Documents.
10. "Exclusive Use Common Area" means those portions of the Common Area designated herein for the exclusive use of one (1) or more, but fewer than all, of the Owners and which is appurtenant to a Lot or Lots.
11. "Governing Documents" means the Articles of Incorporation, this Restated Declaration, Bylaws, Rules and Regulations, or any other documents which govern the operation of the Property or the Association, as each may be amended from time to time, and

Governing Documents" within the meaning of California Civil Code Section 1351(j), as the same may be amended from time to time.

12. Lot" or Parcel" or Separate Interest" means any plot of land shown as such upon any recorded subdivision map of the Property, with the exception of the Common Area Lots. Separate Interest" means a Lot and Separate Interest" within the meaning of California Civil Code Section 1351(l)(3), as the same may be amended from time to time.

13. Member" means an Owner, as defined below, who is entitled to membership in the Association as provided in this Restated Declaration. Ownership of a Lot shall be the sole qualification for membership in the Association. The voting rights of Members are set forth in the Bylaws.

14. Oceanside Community Association" is sometimes hereafter called Association."

15. Owner" means the record Owner or Owners, whether one (1) or more persons or entities, whether a natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Lot, including any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Lot merely as security for performance of an obligation. For purposes of exercising membership rights and incurring membership obligations when an Owner is a corporation, any director, officer, employee or agent designated by corporate resolution may exercise the membership rights attributable to the corporation. 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.

16. Project" or Property" means that certain real property described in Exhibits "A" and "B" of this Restated Declaration. This Project is a Planned Unit Development," as defined in California Civil Code Section 1351(k), as the same may be amended from time to time.

17. Termination Date" establishes the period of time during which the provisions of this Restated Declaration will remain in force in each Unit or Phase. The Termination Date will vary from Phase to Phase, as more fully set forth in Article IV and Exhibit "C," attached hereto and incorporated herein by reference.

18. Unit" means any of the fifteen (15) divisions of the Project, including all the Lots therein, which are identified as Oceana Unit Nos. I, I-A, II, III, IV, V, VI, VII, VII-A, VIII, IX, X, XI, XII and XIV in Exhibit A attached hereto. (The term Phase" is intended to have the same meaning as that used in the definition of Senior Citizen Housing Development" in California Civil Code Section 51.3.)

#### ARTICLE I

## Party Walls

The agreement as to party walls shall be that those occupants having residential properties, who have a common wall adjoining said properties and a common wall dividing the Lots upon which said residential homes are constructed shall equally have the right to the use of such party wall. One such party wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so erected for such residential purposes. Such rights of use shall be such as not to interfere with the use and enjoyment of the other owner of such party wall rights and in the event that such party wall is damaged or injured from any cause, other than the act or negligence of either party, the same shall be repaired or rebuilt at their joint expense.

## ARTICLE II

### Uses Other Than Residential Prohibited

All Lots in this Project, except the Common Area described in Exhibit "B," shall be used solely for private single-family residences, and only one such residence may be constructed on each Lot, except that two or more residences may have a common wall. The Common Area described in Exhibit "B" shall be used for a recreational and service area for the common use of all residents as hereinafter set forth.

## ARTICLE III

### General Restrictions

Section 1. Architectural Committee. There shall be an architectural committee whose members shall be appointed by and serve at the pleasure of the Board. The Committee shall be composed at all times of not less than three (3) members, to have the powers, rights, and duties as herein set forth. The Board shall also fill any vacancy caused by the death, resignation or any other inability of a committee member to serve on said Committee. Should a vacancy occur below a total of three (3) members in said Committee, and the Board fails to appoint a new member to fill said vacancy within thirty (30) days after written notice by any Member, then in that event the right to appoint such member of said Committee shall be vested in a majority of the Members, and each Member shall be entitled to one (1) vote, either at a meeting of the Members or in writing without a meeting. Any emergency action of the architectural committee may be taken by a majority of members of said Committee without a formal meeting.

Section 2. Structures. No building or structure shall be erected, placed or altered on any Lot until the building plans and specifications and plot plans showing the location, elevation and grade lines of such building have been approved (1) in writing by the Architectural Committee and (2) building permits have been

obtained if required. One set of such plans, specifications and plot plans shall be submitted to the Committee. The Committee, before giving any such approval may require that said plans, specifications and plot plans shall comply with such requirements as the Committee may, under the direction of the Board, impose as to structural features of said building, the type of building material used or other features or characteristics thereof not otherwise expressly covered by any of the provisions of this instrument, including the location of the building with respect to topography and finished ground elevation. The Committee may also require that the exterior finish and color and architectural style or character of such building shall be such as in the discretion of the Committee shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in each Phase. This restriction shall apply to any alteration, modification, or remodeling of the exterior of any structure whatsoever. Any Owner may appeal a decision of the Architectural Committee by written notification to the Board of Directors within ten (10) days of the Architectural Committee's decision. Within thirty (30) days of receipt of the request for an appeal, the Board shall conduct a hearing in accordance with Corporations Code Section 7341.

Section 3. Signs. No signs, other than one (1) sign of reasonable and customary dimension and design advertising a Dwelling Unit for sale or lease and directional and identification signs shall be erected or displayed without the prior written permission of the Board or the architectural committee. These restrictions also apply to any City property maintained by the Association.

Section 4. Non-Responsibility of Committee. Neither the architectural committee nor any member thereof shall be responsible for structural or other defects of any kind or nature whatsoever in said plans or specifications erected in accordance therewith.

Section 5. Livestock, Poultry and Business. No livestock or poultry shall be kept in the Project other than household pets, and no store, office or other place of business of any kind or character whatsoever shall be conducted in or from any residence, other than those activities which may be specifically permitted by the rules and regulations. One may not occupy or use a Dwelling Unit, or permit all or any part of a Dwelling Unit to be occupied or used for any purpose other than as a private residence. The Board may establish guidelines in the rules and regulations to allow certain home occupations which (a) are consistent with the normal residential usage of the Project, (b) do not cause any external effects which are detrimental to neighboring Dwelling Units or the Project, or (c) are compatible with the characteristics of residential use in the Project.

Section 6. Fences or Walls. No fences or walls shall be erected or maintained within the Project, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the architectural committee.

Section 7. Screening of Unsightly View. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and streets. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.

Section 8. Exterior Colors and Finishes. The architectural committee may also require that the exterior color and finish may not be changed without first securing their approval. In addition, that Committee shall have the right to paint the exterior of any dwelling such color as it shall desire.

Section 9. External Radio, TV, Satellite Dish and other Antennas. No Owner may erect, display or install any radio or television antenna, satellite dish or other equipment or apparatus for transmitting or receiving transmissions anywhere in the Project without first obtaining prior written approval from the Board, and then only to the extent required by any applicable statute or law. The Board may impose reasonable restrictions on its approval.

Section 10. Vehicles and Parking. Only vehicles commonly described as passenger vehicles which can be garaged in a normal manner shall be permitted to be operated or parked within the development. Except as specifically permitted in the rules and regulations, no boats, trailers, trucks, campers, other RVs, or vehicles or contrivances of like nature, shall be permitted to be operated or parked within the area defined as Oceana.

#### ARTICLE IV Termination Date

The restrictions, conditions and covenants contained in this Restated Declaration are declared to be binding and in full force and effect on the Owners in different Phases with different specified termination dates and subject to different amendment requirements. This is due to the differences in the Termination Dates set forth in the respective declarations for each Phase which were consolidated in the Declaration. Therefore the provisions set forth in Exhibit "C" shall be deemed to apply unless otherwise amended in accordance with the specific amendment requirements for each Phase.

#### ARTICLE V Breach

Section 1. Rights on Breach. A breach of any of the provisions, covenants, conditions, restrictions, easements or reservations hereby established shall give the Association or any Owner the legal right to enforce the rights granted hereunder by an action for damages, injunctive relief, rights of lien, foreclosure, and

other legal remedies at law or in equity, as their respective interests may appear.

Section 2. Right of Entry. Violation of any of the provisions, covenants, conditions, restrictions, easements or reservations herein contained shall give Association or its agents the right to enter upon the Lot on which such violation exists, and to abate and remove, at the expense of the defaulting Owner thereof, any structure, thing or condition that exists thereon contrary to the intent and meaning of the provisions hereof, and the Association and its agents shall not be deemed guilty of any manner of trespass by such entry, abatement or removal. No such entry shall be made until the Board has complied with the requirements of Corporations Code Section 7341. At a minimum, the defaulting Owner shall be given at least fifteen (15) days' prior written notice of the violation, the reasons the Board intends to enter the Owner's Lot to abate the violation, and a reasonable estimate of any costs or charges which the Board intends to assess against such Owner. In addition, the Owner shall be given an opportunity to be heard before the Board, orally or in writing, at least five (5) days before any such entry is made. Any notice given under this Section shall be given by any manner reasonably calculated to provide actual notice. Any notice given by mail must be given by first class or certified mail, postage prepaid, and sent to the last address of the Owner as shown on the Association's records.

Section 3. Nuisances. No noxious or offensive activities (including but not limited to the repair of motor vehicles) shall be carried on upon the Property. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Dwelling Unit and its contents, shall be placed or used in any such Dwelling Unit. No loud noises, noxious odors, noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Project, shall be located, used or placed on any portion of the Property or on any public street abutting or visible from the Property, or exposed to the view of other Owners without the prior written approval of the Architectural Committee. The Board of Directors of the Association shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept upon the Property or on any public street abutting or visible from the Property which may increase the rate of insurance on Dwelling Units or on the Property, or obstruct or interfere with the rights of other Owners or which would violate any federal, state or local law. No Person shall commit or permit any nuisance on the Property. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Residence. Each Owner shall be accountable to the Association and other owners for the conduct and behavior of



family members or persons residing in or visiting the Owner's Unit. Any damage to the Common Area, personal property of the Association, or property of another Owner, caused by such family members, residents or guests shall be repaired at the sole expense of the Owner of the Unit where such family members, residents or guests are residing or visiting.

## ARTICLE VI

### Recreational Areas

Section 1. The common grounds and recreational areas in the Project shall be developed, used and maintained, pursuant to the provisions of Article VII hereof, subject to the following covenants, conditions and restrictions:

a. The Association shall maintain developed areas in accordance with the plot plan which is on file with the Planning Department of the City of Oceanside.

b. The Association shall maintain all driveways, walks, off-street parking, Common Areas, and incidentals thereto at all times for the full use and enjoyment of the Owners of Lots, who shall have the right to access thereto at all times.

c. The Association shall maintain all recreation facilities and incidentals thereto for the full use and enjoyment of the Owners of Lots, and each such Lot Owner shall have the right to access thereto of the recreational buildings, pools and parks in common with every other such Owner.

Section 2. Each Owner shall have the non-exclusive right to the use of the recreational buildings, pools and incidentals thereto, so long as such Owner is in residence in the Project. An Owner who has sold his or her Lot and Dwelling Unit to a contract purchaser or who has leased or rented the Lot and Dwelling Unit 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 Dwelling Unit, subject to reasonable regulation by the Board.

Section 3. The Association and the Owners of Lots in the Project shall maintain recreational and Common Areas in an attractive and safe manner suitable to the full enjoyment of the open spaces, recreation areas, and other improvements erected thereon. A monthly fee shall be assessed by the Oceanside Community Association against the Owners to pay for the maintenance, upkeep, taxes, and other assessments against said area. In the event that any Owner does not pay the monthly fee when assessed, then the assessment shall be a lien upon the Owner's Lot pursuant to Article IX, §12, hereof.

ARTICLE VII

Association Agreement

Declarant, its successors and assigns, deeded, conveyed, released and/or assigned all of the rights, powers, and reservations hereinafter set forth in this Article VII, to the Oceanside Community Association, a nonprofit California corporation, hereinafter sometimes referred to as "Association," for the purposes set forth in this Restated Declaration. Association, its successors and assigns, shall assume and be bound by all of the obligations hereinafter set forth in this Article VII.

The Common Area, as identified in Exhibit B attached hereto and made a part hereof, has been leased by Declarant for ninety-nine (99) years to Oceanside Community Association (hereinafter referred to as "Association") a non-profit California corporation organized, among other things, for the purpose of operating and maintaining such Common Area, as improved, for the common use and benefit of the Owners of the residential Dwelling Units in said Phase, as hereinafter more specifically set forth. The Association shall sub-lease undivided interests in the leasehold estate for the Common Area in each Phase to each Owner in that respective Phase, who shall also become a Member of such Association as in §1 of Article VIII hereof provided. Said lease shall be in the form agreed to by Association and Declarant and shall contain all the covenants, conditions and restrictions necessary to carry out the intent and purposes of this Article VII.

Declarant, its successors and assigns, shall deed, convey, release and/or assign such easements, reservations and licenses as are reasonably required by Association in order to carry out the intent and purposes of this Restated Declaration. No Member of the Oceanside Community Association shall be permitted to act as supervisor or administrator of the Association whether with or without compensation.

ARTICLE VIII

Membership and Occupancy

Section 1. Membership. Every person acquiring a fee interest in and to a Dwelling Unit in the Project shall be a Member of the Association. Voting shall be as established under the California Corporations Code, Section 7610, and as reflected in the Articles of Incorporation and the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling Unit.

Section 2. Occupancy Restrictions-Housing for Senior Citizens. It is intended that this Project be operated for occupancy as housing for Senior Citizens, and that housing for persons residing in the Dwelling Units within the Project be restricted

to Senior Citizens to the fullest extent permitted by federal, state and local law. Specifically, it is the intention of the Association and its Members to enforce compliance with all applicable federal, state and local laws which affect age restrictions in housing (including, without limitation, the Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601 et seq. and the California Unruh Civil Rights Act, California Civil Code Section 51 et seq.), as any such laws may be amended from time to time hereafter.

It is anticipated that there may be subsequent changes in the laws affecting housing for senior citizens. Therefore, in order to avoid further amendments to this Restated Declaration which may be needed due to subsequent changes in the laws pertaining to age restrictions, the Association's Board of Directors shall be empowered to promulgate Rules and Regulations to implement and comply with any such laws and to amend such rules and regulations from time to time to achieve compliance with any subsequent legislation or court rulings pertaining to age restrictions. The age restriction provisions of this Section shall be deemed to have been amended by any rules and regulations promulgated by the Board under the authority of this Restated Declaration, and Owners, residents and prospective purchasers shall be deemed to have constructive notice of any such regulations promulgated by the Board. Occupancy of each Dwelling Unit in this Project shall be as defined in the Bylaws.

For purposes of this Section, the word "Law" shall include, without limitation, all statutes, ordinances and other forms of legislative enactments and amendments, administrative regulations, administrative rulings and guidelines, and decisions and interpretations from or arising out of administrative enforcement proceedings and court decisions.

In the event of any inconsistency or conflict between the provisions of this Section and any other provision of this Restated Declaration, the terms of this Section shall control.

## ARTICLE IX

### Assessments

Section 1. Dues and Assessments. The Members of the Association, who are sub-lessees of the Association mentioned herein, shall be liable for the payment of such dues and assessments as may from time to time be fixed and levied by the Board of Directors of said Association, pursuant to this Restated Declaration.

Section 2. Regular Assessments. Concurrently with preparation of the financial documents and budget as required in the Bylaws, 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. Regular assessments shall be divided equally among all Dwelling Units and allocated among, assessed against and charged to each Owner according to the ratio of the number of Dwelling Units owned by the assessed Owner to the total number of Dwelling Units subject to assessment. Each Dwelling Unit shall bear an equal share of the total assessment. 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 the Association in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment.

Notwithstanding any contrary provisions herein, if the Association obtains fire and casualty insurance coverage for the Dwelling Units, the fees for such coverage shall be imposed as a regular assessment, payable annually or in installments established by the Board of Directors, and shall be allocated among the Dwelling Units according to the ratio of the square footage of each Dwelling Unit to the total square footage of all Dwelling Units.

Section 3. 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 law or the Governing Documents. Special assessments shall be levied and collected in the same manner as regular assessments.

Section 4. 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 Dwelling Units whenever the Association (i) 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 (ii) incurs any costs which by 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 the Association. Prior to levying such an individual assessment, the Board shall provide the Owner with notice and a hearing in accordance with the Bylaws. The notice and hearing regarding the levy of an individual assessment may be combined with the notice and hearing regarding any underlying violation.

Section 5. Utility Assessments. In addition to any assessment levied against a Dwelling Unit, each Owner shall be obligated to pay to the Association, or its agent, a utilities assessment in the event any utilities are separately sub-metered or charged by

the Association. Such utilities assessment shall be comprised of the costs for those utilities used by each Dwelling Unit which are billed to the Association. The amount of the utilities assessment levied by the Association against a Dwelling Unit shall be based upon each Dwelling Unit Owner's and/or tenant's actual use of the respective utilities as determined by the Board in its discretion, and may vary from month to month based upon such usage. Anything in this Restated Declaration to the contrary notwithstanding, the utilities assessment shall be separate from, and not considered a part of either regular or special assessments, and shall not be subject to the limitations on the increases or decreases thereof contained in this Restated Declaration or in Section 1366 of the California Civil Code or any successor statute or law.

Section 6. Monetary Penalty Assessments. The Board of Directors may levy, subject to the limitations of the Governing Documents, monetary penalties or fines against an Owner and the Owner's Dwelling Unit.

Section 7. Limitations on Assessments. Except in emergency situations, the Board may not, except as allowed by Section 1366 of the California Civil Code, impose a regular assessment per Dwelling Unit that is more than twenty percent (20%) greater than the regular assessment for the preceding fiscal year, or levy special assessments that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 8. Owner Notice of Assessments. The 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.

Section 9. Costs, Late Charges and Interest. Late charges may be levied by the Association against an Owner for the delinquent payment of regular, special, individual and utility assessments, fines and monetary penalties. 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:

a. Reasonable costs incurred in collecting the delinquent assessment, including actual attorneys' fees.

b. 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 law.

c. 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 the Association as provided in §12 of this Article.

Section 10. Priority of Payments. The Board in its sole discretion, may enact policies, not in violation of applicable law, including Civil Code Section 1367, regarding how payments received from Owners will be applied to any outstanding balances due the Association from the Owner.

Section 11. No Offsets. All assessments shall be payable in the amounts specified by the Association, and no offsets against such amount shall be permitted for any reasons, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.

Section 12. Enforcement of Assessments and Late Charges. A delinquent regular, special, individual or utility assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), and interest assessed in accordance with §9 of this Article, excluding monetary penalties, shall become a lien upon the Lot when a Notice of Assessment Lien is duly recorded as provided in Section 1367 of the California Civil Code or applicable statute. 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 Lot, the name of the purported Owner, and, if the lien is to be enforced by power of sale under nonjudicial foreclosure proceedings, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice may be signed by any officer or director of the Association, or any employee or agent of the Association authorized to do so by the Board. The Notice shall be mailed in the manner set forth in Civil Code Section 2924b to all record owners of the Unit no later than ten (10) calendar days after recordation.

Unless otherwise allowed by statute, the Notice of Assessment Lien may not be recorded until after the Association has mailed, via certified mail, a written demand for payment to the delinquent Owner. The written demand shall include the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges and the method of calculation, and any attorneys' fees and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. If the delinquent assessment or installment and related charges are paid

or otherwise satisfied in accordance with the demand for payment, the Association shall not record the Notice of Assessment Lien.

If not paid in full within thirty (30) days after recordation of the Notice of Delinquent Assessment lien, any lien described herein may be enforced in any manner permitted by 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 Section 2934(a) of the California Civil Code, in accordance with the provisions of Sections 2924, 2924(b), and 2924(c) of the California Civil Code.

If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or non-judicial foreclosure, the 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 the Association or Trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien and said Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments.

Section 13. Priority of Assessment Lien. As set forth herein below, the assessment lien referred to in §12 of this Article shall be superior to all other liens, except (i) all taxes, bonds and governmental assessments which, by 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:

a. Only the judicial or non-judicial 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.

b. Neither the transfer of a Lot pursuant to a foreclosure of any mortgage, nor an election by the Association to proceed against any new Owner for payment, shall serve to cancel the personal obligation of the prior Owner for payment of the delinquent assessments and charges which accrued during such Owner's period of ownership. The personal obligation of any Owner for payment of delinquent assessments and charges may only be satisfied, and therefore discharged, by payment of the entire amount

of the delinquent assessments and charges, whether or not such Owner remains in possession of his or her Unit.

c. No sale or transfer of any Lot shall relieve such Lot or its new Owner from liability for any future assessments which accrue during such Owner's period of ownership.

Section 14. Statement of Delinquent Assessment. The Association shall provide any Owner, upon written request, with a statement specifying the amounts of any delinquent assessments and related late charges, interest, and costs levied against the Owner's Lot.

## ARTICLE X

### Repair and Maintenance

Section 1. General. The Association and all Owners are required to fulfill the maintenance requirements imposed by the Governing Documents. For purposes of this Article "maintenance" shall include without limitation painting, weatherproofing and cleaning to keep a clean, safe and sanitary condition necessary to preserve the attractive appearance of each Lot, Dwelling Unit and the Project and protect the values thereof. The Board shall have the power to determine the standards of such maintenance.

Section 2. Failure to Maintain. In the event 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. In the event the Owner fails to carry out such maintenance within said time period, the Board may, following notice and a hearing, cause such work to be done and the cost thereof shall immediately be paid by such Owner to the Association and until paid shall bear interest at a rate no greater than the maximum rate authorized by law.

Section 3. Division of Responsibility.

a. Attached hereto as Exhibit "D," and incorporated herein by reference, is a listing of the allocation of responsibility for maintenance, repair and replacement of various components in the Project. In the event of any inconsistency between the general provisions of this Section and the specific provisions of Exhibit "D," the provisions of Exhibit "D" shall prevail. Provided any item is not listed in Exhibit "D," the responsibility for its maintenance shall be determined in accordance with the provisions of this Section or as otherwise provided by statute or law.

b. To the extent not inconsistent with Exhibit "D", each Owner shall be responsible for the maintenance, repair and replacement of the Owner's Dwelling Unit, and those items located anywhere within the Project which are used exclusively by that Owner, in a clean manner, consistent with the surrounding proper-



ties, and to ensure that such area does not pose a threat to the health, safety or welfare of other Owners. The replacement of exterior items shall be subject to approval by the architectural committee as provided hereinabove.

c. To the extent not inconsistent with Exhibit "D", the Association shall be responsible for the maintenance, repair and replacement of the Common Area. Such responsibility shall include, landscape planning and maintenance service, including trees, plants, and shrubs, and maintenance and structural repair of the exterior of any Dwelling Unit and its components.

d. Except as otherwise provided in the Governing Documents, the costs of maintenance, repair and replacement shall be borne by the party responsible for the maintenance, repair and replacement.

Section 4. Termite Control. The responsibility for control of wood destroying pests or organisms shall be as follows:

a. Owners shall be responsible for the maintenance and repair of their personal property and the Dwelling Unit as required to control the presence of or damage caused by wood-destroying pests or organisms.

b. Notwithstanding the above, if the Board of Directors determines fumigation by tenting is necessary to eradicate wood-destroying pests or organisms in a Dwelling Unit, the Association shall be responsible for the fumigation and tenting and may recover the cost thereof from the Owner(s) of the Dwelling Unit(s) to be fumigated as an individual assessment.

c. The Association shall be responsible for the maintenance and repair of the Common Area and the areas on the Lots to be maintained by the Association as required to control the presence of or damage caused by wood destroying pests or organisms in accordance with the provisions of Civil Code Section 1364.

d. The Association shall have the power to temporarily remove any Dwelling Unit resident for such periods and at such times as may be necessary for prompt, effective treatment of such pests or organisms. The costs of any temporary relocation during such maintenance or repair shall be paid by the Dwelling Unit owner affected. The Association shall give notice of the need to temporarily vacate a Dwelling Unit to the record Owners and occupants not less than fifteen (15) days nor 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 treatment, the anticipated date and time of termination of treatment and that the occupants will be responsible for all necessary accommodations during the relocation.

e. Neither the Association, the Board, officers, agents and employees shall have any liability, absent willful or wanton negligence, to any Owner, family member, guest, invitee or tenant for any damage caused by the treatment.

f. Notwithstanding anything else herein, in the event that an Owner wishes to obtain a termite clearance certificate for any purpose, the Owner shall be solely responsible for any and all costs associated with obtaining the certificate, including, without limitation, the costs of maintenance and repair of the Dwelling Unit, Exclusive Use Common Area, or Common Area which may be necessary to obtain the termite clearance certificate. An Owner or group of Owners may agree, in a signed writing delivered to the Association, with such reasonable assurances as the Board may request, to agree to share the above costs.

Section 5. Damage Caused by Owner or Item Under Control of Owner. Should any damage to the Common Area or any Dwelling Unit 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 the maintenance, repair or replacement of which an Owner is responsible, the cost of all repairs shall be borne solely by the culpable Owner.

The Association shall be responsible for performing the repair of any damage to the Common Area or items over which the Association has control at the culpable Owner's expense. The culpable Owner shall be responsible for performing the repair of any damage to Owner's Dwelling Unit for which such Owner has control. The Owner of any other Dwelling Unit which sustained damage shall be responsible for performing the repair of any such damage, and may charge the cost thereof to the culpable Owner.

If the culpable Owner disputes or refuses to pay any repair costs incurred by the Association, the Association, after reasonable notice and hearing procedures as provided for the imposition of monetary fines or suspensions, may charge the cost of those repairs to such Owner as an individual or special assessment, with the full authority to lien on such amount in the event of non-payment. If the damage is such as may be covered by any insurance carried by the Association, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. Provided the submitted claim is covered by the Association's insurance, the culpable Owner shall be responsible for the cost of any deductible applicable to the covered claim. If the submitted claim is not covered by the Association's insurance, the 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 with any applicable building codes in effect at the time the damage is repaired.

Section 6. Nonliabililty. The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any real or personal property, or the cost of repair or replacement of any damaged property or portions of such Owners' Lot or Exclusive Use Common Area, unless such damage is caused by the gross negligence of the Association, its Board, officers, agents or employees.

## ARTICLE XI

### Insurance

Section 1. Fire and Casualty Insurance. The Association shall obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement value of the improvements in the Common Area and portions of Lots for which the Association is responsible. The Association may but is not required to include all or any part of the Dwelling Units in this policy. The amount of any deductible shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Owners, and their Lenders, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Restated Declaration. If required by any first mortgagee who notifies the Association of its requirement, and if economically feasible and available, such policies shall contain an agreed amount endorsement, an inflation guard endorsement, and a construction code endorsement.

Section 2. General Liability Insurance. The Association shall obtain and maintain a comprehensive public liability and property damage liability policy or policies insuring the Association, Board members, any manager, Owners, and occupants of Lots against any liability for bodily injury, death, and property damage arising from the interest in, and use of the Common Area. Limits of liability under the insurance shall not be less than three million dollars covering all claims for death, personal injury, and property damage arising out of a single occurrence.

Section 3. Directors and Officers Liability Insurance. The Association shall obtain and maintain one or more policies of insurance which include coverage for individual liability of officers, directors, members of committees designated by the Board of Directors of the 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.

Section 4. Fidelity Bond Coverage. The Association shall purchase and maintain fidelity coverage for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services as provided in §6 of Article VII of the Bylaws.

Section 5. Other Association Insurance. The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The 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 Project and a decision not to rebuild. The Association may purchase such other insurance the

Board considers necessary or advisable, including earthquake insurance coverage.

Section 6. Review of Insurance; Notice of Cancellation or Modification. The limits and coverage of insurance carried by the Association shall be reviewed at least annually by the Board and increased or decreased in its discretion. Such policies shall include a provision for at least ten (10) days' prior written notice to the Association, and, if available, to each First Lender which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation or substantial modification by any party.

Section 7. Qualifications of Insurance Carriers. The Association shall use generally acceptable insurance carriers from which to purchase and maintain the coverage required herein.

Section 8. Failure to Acquire Insurance. The Association, and its directors and officers, shall have no liability to any Owner or Lender if, after a good faith effort, it is unable to obtain any insurance required hereunder, because the insurance is no longer available or, if available, can only be obtained at a cost that requires an increase in assessments which is greater than the increase which can be imposed by the Board of Directors without Member approval and the Members fail to approve the assessment increase needed to fund the insurance premiums.

Section 9. Trustee for Policies. The Association, acting through its Board, is appointed and shall be deemed trustee of the interests of all named insureds under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the repair and replacement of such areas, and the costs associated therewith. 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.

Section 10. Insurance Premiums. Insurance premiums for any insurance coverage obtained by the Association shall be included in the regular or special assessments. That portion of the assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due.

Section 11. Insurance Policy Deductibles. The Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a loss for which Association insurance coverage is used, the responsibility for payment of any deductible shall be as follows:

a. 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.

b. The Association shall be responsible for the cost of any deductible if the damage or loss occurs to any item owned by the Association, or for which the Association is responsible.

c. If the damage or loss occurs to any Lot or Lots and the Common Area, the responsibility for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each parties' cost of repair to the total costs of repair.

d. The foregoing notwithstanding, if the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner, the responsible Owner shall be liable for the cost of the deductible.

Section 12. Individual Property Insurance. An Owner shall separately insure the Owner's personal property, and shall obtain and maintain such insurance as may be required by any Lender of the Owner's Lot, and in no event less than the amount and type as is customary and reasonable with respect to similar projects in the area, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other Owners, the Association, and the institutional first mortgagee of the Owner's Lot. The Owner shall integrate the Owner's personal insurance with the Association's insurance.

Section 13. Individual Liability Insurance. An Owner may carry whatever personal liability and property damage liability insurance with respect to the Owner's Dwelling Unit that the Owner desires. However, any such policy shall include a waiver of subrogation clause as to the Association, the Board, the other Owners and to any first mortgagee.

## ARTICLE XII

### Amendment of Restated Declaration

Section 1. Amendment. This Restated Declaration may be amended by an instrument in writing, approved by the Members of Oceanside Community Association as follows:

a. The total number of votes actually cast must constitute at least a majority of the Members of Oceanside Community Association. Voting eligibility shall be as provided in §1 of Article VIII and as specifically described in the Bylaws of this Association.

b. The amendment must be approved by the affirmative vote or written consent of at least two-thirds (2/3) of the total number of votes or written consents actually cast. Only those

votes or written consents which are cast either in the affirmative or negative shall be considered in computations under this Section; abstentions shall not affect the result.

c. A certificate in writing, signed and acknowledged by the President, Secretary, or any officer of the Association, shall be attached to the amendment and shall attest that the required number of votes or written consents was obtained. The amendment shall become effective upon its recordation in the Office of the County Recorder of San Diego County, California.

d. This Restated Declaration may also be amended in the manner provided in Sections 1355 or 1356 of the Civil Code, or in any manner now or hereafter permitted by law.

e. In the event of any inconsistency or conflict between the provisions of this Section and any other provision of this Restated Declaration, the terms of this Section shall control.

Section 2. Approval of Specified Amendments. Notwithstanding §1 of this Article, and except as provided by statute or by other provision of the Governing Documents in case of substantial destruction or condemnation of the Project, the consent of sixty-seven percent (67%) of the voting power of the Association and the approval of fifty-one percent (51%) of Eligible Lenders shall be required to add or amend (i) any provision of this Restated Declaration which is for the express benefit of holders or insurers of First Mortgages and (ii) any material provisions of this Restated Declaration which establish, provide for, govern or regulate:

- a. Voting rights.
- b. Assessments, assessment liens or subordination of such liens.
- c. Reserves for maintenance, repair and replacement of the Common Area.
- d. Insurance or fidelity bonds.
- e. Rights to use the Common Area.
- f. Responsibility for maintenance and repair of the several portions of the Project.
- g. Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project.
- h. Boundaries of any Lot.
- i. An Owners' interest in the Common Area.

j. Convertibility of Lots into Common Area, or Common Area into Lots.

k. Leasing of Lots.

l. Imposition of any rights of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his or her Lot.

m. Establishment of self-management by the Association when professional management has been required by an Eligible Lender.

Section 3. Eligible Lender Approval Response Time. An Eligible Lender who receives a written request to approve additions or amendments by certified or registered mail, return receipt requested, addressed to the address provided by such Eligible Lender, who does not deliver or post to the requesting party a negative response within thirty (30) days after the notice of the proposed addition or amendment, shall be deemed to have approved such request.

#### ARTICLE XIII

##### Assignment of Rights and Powers

Any or all of the rights, powers, and reservations herein contained shall be deemed, conveyed and/or assigned to the Association which will exercise the particular rights, powers, and reservations assigned to it by this Restated Declaration and any other Governing Documents of the Association.

#### ARTICLE XIV

##### Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved both with respect to the running of any and all utilities from beneath the slab of each and every Dwelling Unit and/or through the attic of each and every Dwelling Unit. Within these easements, no structure, planting, or other materials shall be placed by residents or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in and upon it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

#### ARTICLE XV

##### Rights of Lenders



Section 1. General. Any Lot Owner may encumber his Lot by deed of trust or mortgage. The beneficiary of the deed of trust or the mortgagee of a mortgage is referred to in this paragraph as a Lender."

Section 2. Breach of Restated Declaration. A breach of any of the provisions of this Restated Declaration shall not affect or impair the lien or charge of any bona fide deed of trust or mortgage made in good faith and for value encumbering any of the Dwelling Units. A Lender who acquires title to an Owner's Lot by foreclosure or deed in lieu of foreclosing shall not be obligated to cure any breach of this Restated Declaration which is noncurable or of a type which is not practical or feasible to cure.

Section 3. Loan After Foreclosure. It is intended that any loan to facilitate the resale of any Dwelling Unit after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value and entitled to all of the rights and protection afforded to other Lenders.

Section 4. Unpaid Dues or Charges. Where the Lender of a first mortgage of record or other purchaser of a Dwelling Unit 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 the Association chargeable to such Dwelling Unit which became due prior to the acquisition of title to such Dwelling Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Dwelling Units including such acquirer, his successors and assigns.

Section 5. Appearance at Meetings. Because of its financial interest in the Project, a Lender may appear at meetings of the voting Owners and of the Board of Directors to present objection if control or corrective measures to violations of this Restated Declaration have not been enforced.

Section 6. Furnish Information. A Lender is authorized to furnish information to the Board of Directors concerning the status of any loan encumbering a Lot.

Section 7. Insurance Clauses. All applicable fire and extended coverage insurance policies shall contain loss payable clauses naming the Lenders who encumber Lots by deed of trust or mortgage, as their interests may appear.

Section 8. Conflict. If there is any conflict between any provision of this Article and any other provision in this Restated Declaration, the language contained under this Article shall control.



ARTICLE XVI

Invalidation

Invalidation of any one or more of these provisions, covenants, conditions, restrictions, easements or reservations by judgment or court order shall in no wise affect any of the other provisions, covenants, conditions, restrictions, easements or reservations which remain in full force and effect.

This completes the text of the amendment. This amendment shall take effect immediately upon recording.

Executed on \_\_\_\_\_, 1997 at Oceanside, California.

Oceanside Community Association

By: \_\_\_\_\_  
President

STATE OF CALIFORNIA    )  
                                  )  
COUNTY OF SAN DIEGO   )

On \_\_\_\_\_, before me,  
, Notary Public, personally appeared  
and \_\_\_\_\_,

[ ] personally known to me

- OR -

[ ] proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Notary Public

**EXHIBIT "D" - MAINTENANCE LIST**

The following is a listing of the items within the Project, the maintenance, repair and replacement duty for which Owners and the Association are responsible in accordance with Article X, Section 3 of the Declaration.

COMPONENT(S)	OWNER	ASSOC
Air Conditioning System - Each Dwelling Unit	X	
Appliances - Built-in	X	
Appliances - Free Standing	X	
Bearing Walls, Non-bearing Walls, Studs, Frames, Tie-Downs, other structural items	X	
Carpeting - in Dwelling Units	X	
Carport Structure (excluding homeowner improvements)		X
Carport/Driveway/Parking Space - Concrete and Asphalt Surfaces		X
Caulking - Exterior (during regular scheduled painting, exclusive of window glazing and homeowner additions)		X
Caulking - Interior	X	
Common Area Improvements		X
Crawl Spaces in Attic (including personal contents)	X	
Doorbell - All Components	X	
Drainage Systems (e.g. ditches, catch basins)		X
Drains - Bathtubs, Showers, Sinks	X	
Drains - Curb		X
Drains - Yards		X
Dryer Vents - Cleaning	X	
Dryer Vents - Repair	X	
Drywall - Damage Repairs (e.g. cracks, inside minor localized water damage, dents, holes, etc.)	X	
Drywall - Interior - Replace	X	
Electrical Panel/Circuit Breakers/Interior	X	

Electrical Switches, Sockets, Wall Plates - Interior	X	
Electrical Wiring - Interior	X	
Exhaust Fans	X	
Exterior Faucets, Handles, Washers	X	
Exterior Lighting Fixtures (Common Area)		X
Fences - Exclusive Use Area, Divider Fences	X	
Fireplace - Chimney - Exterior and Spark Arrestor	X	
Fireplace - Chimney Flue	X	
Fireplace - Chimney - Interior - Cleaning	X	
Fireplace - Fire Brick (fire box) <sup>1</sup>	X	
Fireplace - Mantlepiece, Trim and Facing	X	
Floor Coverings - Carpet, Vinyl and Tile	X	
Front Entry Landings	X	
Furnace - Dwelling Unit Systems	X	
Garage Door Openers	X	
Garage Doors, Hardware - Exclusive Use	X	
Garage Roofs (except Units 7, 10, 11, 12 & 14)		X
Garage Roofs - Units 7, 10, 11, 12 & 14	X	
Garbage Disposal	X	
Gas Lines From Meter into House, Inside House	X	
Glass	X	
Gutters & Downspouts (including extensions added by Owner)	X	
House Doors - All Components	X	
Insulation	X	
Landscaping - Common Areas		X
Landscaping - Enclosed Back Yards/Patio	X	
Lighting Fixtures - Common Areas		X
Lighting Fixtures - Homeowner Controlled	X	
Linoleum & Vinyl Flooring - Inside Dwelling Units	X	

<sup>1</sup> /Ceramic brick walls of fireplace.

Owner Installed Improvements	X	
Painting - Interior	X	
Painting - Exterior, With Scheduled Contract		X
Plumbing Lines - Interior Dwelling Unit	X	
Plumbing Lines - Domestic Water Service in Common Area up to the Association Valve		X
Pressure Regulators, Owners Shut Off Valve	X	
Railings - Common Ground		X
Roofs - Roofing Components Including Fascia Board	X	
Sewer Lines - Exterior up to Association Cleanout		X
Sewer Lines - Interior Dwelling to the Association Cleanout	X	
Slab (Including Patio Slabs)	X	
Spraying for Household Pests (Ants, Fleas, Termites, etc.)	X	
Spraying for Landscaping Pests - Common Area		X
Stucco Repair & Replacement		X
Toilet - Wax Ring	X	
Toilets - Fixture & Components	X	
Trim - Wood - Exterior - Maintenance & Replacement (including access vents) (excluding windows, window moldings & frames)		X
Wallpaper/Paneling	X	
Water Heater - Individual	X	
Water Heater - Laundry Room	X	
Water Softeners	X	
Window and Door Glass	X	
Window and Slider Screens	X	
Window Flashing/Waterproofing	X	
Window Frames	X	
Window Hardware	X	
Wiring - Electrical - From Meter to Interior	X	
Wiring - Telephone	X	

Waterproofing - Sealing Walls, Foundations, Window Caulking, Patio Walls, etc.	X	
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