

Tamarack Village Homeowners Association
C/o Tritz Professional Management Services, Inc.
1525 East 17th Street, Suite A
Santa Ana, CA 92705
Phone 714-557-5900 - Fax 714-619-6734

January 15, 2025

To: All Homeowners
From: Board of Directors
Re: **Annual Budget Report**

Dear Homeowners:

In accordance with the requirements set forth in CA Civil Code and the Association's Governing Documents, the following information is being provided for you:

Pro Forma Operating Budget

Civil Code §5300(b)(1)

Please see the attached Pro Forma Operating Budget for the upcoming fiscal year. **Per the attached budget, the 2025-2026 dues will increase to \$350.00 per unit, per month effective March 1, 2025.** Please review the enclosed Reserve Summary and budget for the 2025-2026 fiscal year.

Reserve Summary & Reserve Funding Plan Summary

*Civil Code §§5300(b)(2), 5565,
Civil Code §§5300(b)(3), 555(0)(5)*

Please see the attached Reserve Summary. Please note that the full Reserve Funding Plan is available upon request and members may contact TPMS Inc. to request a full copy.

Major Component Repair Statement

Civil Code §5300(b)(4)

The Association's Board has determined it necessary to defer certain repairs of some major component with a remaining life of thirty (30) years or less, due to budgetary constrictions. The Association will continue to fund the Reserve Account in order to fund these repairs in the future.

Anticipated Special Assessment Statement

Civil Code §5300(b)(5)

The Association does not know if any special assessments will be required within the next 30 years, however there are no Special Assessments anticipated for this upcoming fiscal year.

Reserve Funding Mechanism Statement

Civil Code §5300(b)(6)

The Association's Board will fund reserves to repair or replace major components by continuing to fund the reserve account per the Reserve Study recommendations.

Procedures for Calculating Reserves Statement

Civil Code §§5300(b)(7), 5570(b)(4)

The Reserve Calculations are made by a credentialed Reserve Specialist in accordance with Accepted Accounting Policies. Please see attached Executive Summary for further details regarding how the reserve funding percentages are calculated.

Outstanding Loan Statement

Civil Code §5300(b)(8)

The Association does not have any outstanding loans at this time.

TAMARACK VILLAGE HOMEOWNERS ASSOCIATION
MARCH 2025 - FEBRUARY 2026 ADOPTED OPERATING BUDGET

Acct.	Description	9/1/2023-	2024-2025	2025-2026	2025-2026
		8/31/2024	Adopted Monthly	Adopted Monthly	Adopted Annual
		12-month average	Budget	Budget	Budget
4000	ASSESSMENTS	\$34,929.29	\$34,239.00	\$35,350.00	\$424,200.00
4015	LATE CHARGES	\$134.51	\$195.00	\$135.00	\$1,620.00
4017	COLLECTION FEES	\$244.33	\$300.00	\$200.00	\$2,400.00
4021	DELINQUENT INTEREST	\$11.41	\$12.00	\$10.00	\$120.00
4040	VIOLATION INCOME	\$4.17	\$5.00	\$2.00	\$24.00
4065	KEY FEES	\$0.00	\$8.00	\$8.00	\$96.00
4075	RETURN CHECK FEES	\$4.17	\$10.00	\$5.00	\$60.00
	TOTAL REVENUE	\$35,327.88	\$34,769.00	\$35,710.00	\$428,520.00
5225	ELECTRICITY	\$463.55	\$550.00	\$515.00	\$6,180.00
5235	GAS	\$5.46	\$5.00	\$5.00	\$60.00
5245	WATER	\$3,769.32	\$3,655.00	\$4,000.00	\$48,000.00
5265	REFUSE	\$2,736.81	\$2,800.00	\$2,800.00	\$33,600.00
6210	CONTRACT POOL SERVICE	\$213.45	\$313.00	\$315.00	\$3,780.00
6215	POOL EXTRAS	\$253.36	\$100.00	\$225.00	\$2,700.00
7210	CONTRACT LANDSCAPE	\$2,868.67	\$2,648.00	\$2,650.00	\$31,800.00
7215	LANDSCAPE EXTRAS	\$411.78	\$384.00	\$400.00	\$4,800.00
7225	SPRINKLER REPAIR	\$0.00	\$30.00	\$30.00	\$360.00
7240	BACK FLOW TESTING / REPAIRS	\$0.00	\$5.00	\$5.00	\$60.00
7505	MAINTENANCE / REPAIRS	\$3,012.36	\$740.00	\$850.00	\$10,200.00
7510	JANITORIAL	\$355.00	\$360.00	\$360.00	\$4,320.00
7515	JANITORIAL SUPPLIES	\$16.20	\$25.00	\$17.00	\$204.00
7525	PEST CONTROL CONTRACT	\$274.08	\$394.00	\$394.00	\$4,728.00
7527	PEST CONTROL - MISC.	\$135.75	\$80.00	\$80.00	\$960.00
7555	FIRE EXTINGUISHER	\$5.17	\$0.00	\$6.00	\$72.00
7272	KEYS & LOCKS	\$51.10	\$0.00	\$15.00	\$180.00
7620	PLUMBING	\$16.00	\$0.00	\$20.00	\$240.00
7720	LIGHTING CONTRACT	\$167.85	\$130.00	\$130.00	\$1,560.00
7725	LIGHTING REPAIRS/SUPPLIES	\$578.30	\$100.00	\$200.00	\$2,400.00
8215	TAXES - STATE & FEDERAL	\$168.77	\$200.00	\$169.00	\$2,028.00
8220	AUDIT / TAX PREP / RESERVE STUDY / 1099	\$16.67	\$80.00	\$80.00	\$960.00
8225	LICENSES & PERMITS	\$76.76	\$20.00	\$45.00	\$540.00
8365	LEGAL SERVICE	\$266.67	\$380.00	\$340.00	\$4,080.00
8366	LATE FEES	\$58.33	\$55.00	\$60.00	\$720.00
8410	INSURANCE	\$2,383.13	\$2,500.00	\$2,225.00	\$26,700.00
8440	MANAGEMENT	\$1,510.00	\$1,510.00	\$1,710.00	\$20,520.00
8450	PRINTING / MAILING / SUPPLIES	\$421.10	\$280.00	\$420.00	\$5,040.00
8452	ANNUAL MEETINGS	\$88.31	\$80.00	\$89.00	\$1,068.00
8495	MISCELLANEOUS	\$0.00	\$25.00	\$155.00	\$1,860.00
9000	RESERVE CONTRIBUTION	\$17,660.00	\$17,320.00	\$17,400.00	\$208,800.00
	TOTAL EXPENSES	\$37,983.95	\$34,769.00	\$35,710.00	\$428,520.00

Tamarack Village Homeowners Association
Huntington Beach, California
RDA Reserve Analysis Report Summary

Report Date	December 27, 2021	Parameters:	
Version	009	Inflation	3.00%
Account Number	11923	Annual Contribution Increase	3.00%
Budget Year Beginning	3/ 1/22	Investment Yield	1.00%
Ending	2/28/23	Taxes on Yield	30.00%
Total Units Included	101	Contingency	3.00%
Phase Development	3 of 3	Reserve Fund Balance as of	
		3/ 1/22:	\$915,480.00

Project Profile & Introduction

For budgeting purposes, unless otherwise indicated in this report, we have used April 1972 as the basis for aging all the original components examined in this analysis. However many of the original components have either been repaired and/or replaced.

RDA On-Site Inspection: November 4, 2021

RDA Summary of Calculations

Monthly Contribution to Reserves Required:	\$34,183.19
(\$338.45 per unit per month)	
Average Net Monthly Interest Contribution This Year:	581.63
Net Monthly Allocation to Reserves 3/ 1/22 to 2/28/23:	\$34,764.82
(\$344.21 per unit per month)	

RDA Reserve Management Software
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Tamarack Village Homeowners Association
Distribution of Accumulated Reserves

DESCRIPTION	REM LIFE	FULLY FUNDED RESERVES	ASSIGNED RESERVES
Fencing - Vinyl, Perimeter	8	134,011.32	0.00
Irrigation - Controllers	8	1,882.07	0.00
Mailboxes - Pedestal Sets, 2015	8	1,069.73	0.00
Signs - Monument	8	6,429.21	0.00
Decks - Wood, Railing	9	45,074.29	0.00
Decks - Wood, Replacement	9	157,330.86	0.00
Clubhouse - Restroom, Flooring	11	2,860.80	0.00
Clubhouse - Restroom, Plumbing Fixt	11	2,832.33	0.00
Pool Area - Deck Concrete	11	30,989.59	0.00
Clubhouse - Restroom, Partitions	14	743.40	0.00
Clubhouse - Windows/Doors	21	2,752.49	0.00
Irrigation - Enclosures	23	1,421.00	0.00
Fencing - Pool Area	28	2,231.19	0.00
Total Asset Summary:		2,017,226.40	888,815.53
Contingency @ 3.00%:		60,516.79	26,664.47
Grand Total:		2,077,743.19	915,480.00
Excess Reserves Not Used:			0.00
Percent Fully Funded:	44%		



**Tamarack Village HOA
INSURANCE SUMMARY DISCLOSURE**

Pursuant to Section 5300 (b)(9) of the California Civil Code, the Association is providing you with the following information regarding its insurance policies. Pursuant to Civil Code Section 5300 (a), this summary is being distributed not less than 30 days nor more than 90 days preceding the beginning of the Association's fiscal year.

I. GENERAL LIABILITY INSURANCE

- A. Name of Insurer: DB Insurance Co., Ltd. (US)
- B. Policy Limits: \$1,000,000 per occurrence; \$2,000,000 aggregate
- C. Amount of Deductible (if any): \$0
- D. Umbrella coverage, if applicable: \$5,000,000
- E. Umbrella carrier: Federal Insurance Company
- F. Policy dates: 10/1/2024 - 10/1/2025

II. PROPERTY INSURANCE

- A. Name of Insurer: DB Insurance Co., Ltd. (US)
- B. Policy Limits: \$36,217,603
- C. Amount of Deductible: \$10,000
- D. Policy dates: 10/1/2024 - 10/1/2025

III. EARTHQUAKE INSURANCE

- A. Name of Insurer: None
- B. Policy Limits:
- C. Amount of Deductible:
- D. Policy dates:

IV. FLOOD INSURANCE

- A. Name of Insurer: None
- B. Policy Limits:
- C. Amount of Deductible:
- D. Policy dates:

V. FIDELITY BOND INSURANCE

- A. Name of Insurer: PMA Insurance Group / Westchester Fire Insurance Company
- B. Policy Limits: \$1,100,000
- C. Amount of Deductible: \$1,000
- D. Policy dates: 10/1/2024 - 10/1/2025

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

Pursuant to Section 5810 of the California Civil Code, if the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

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Phone 714-557-5900 – Fax 714-619-6734

January 15, 2025

To: All Homeowners
From: Board of Directors
Re: **Annual Policy Statement**

Dear Homeowner:

In accordance with the requirements set forth in CA Civil Code and the Association's Governing Documents, the following information is being provided to you:

Association's Designated Recipient

Civil Code §§5310(01), 4035

The Association has designated their Managing Agent, TPMS INC., to receive official communications to the Association pursuant to Civil Code Section 4035.

Communications should be sent to the Association's attention, to TPMS, Inc. at 1525 East 17th Street, Suite A, Santa Ana, CA 92705.

Right of Notice to Two Addresses

Civil Code §§5310(a)(2), 4040(b)

Any member may submit a request (in writing) to have notices sent to up to two different specified addresses pursuant to Civil Code Section 4040(b). Requests should be submitted to the Association's Designated Recipient, TPMS, Inc. at 1525 East 17th Street, Suite A, Santa Ana, CA 92705.

General Notice Location

Civil Code §§5310(03), 4045(03)

The Association has designated the entry door to the clubhouse as the General Notice Location for the Association. General association notices and communications will be posted in this location for owner review.

Right to Receive General Notice by Individual Delivery

Civil Code §§5310(a)(4), 4045(b)

Members have the option to receive General Notices by Individual Delivery pursuant to Civil Code Section 4045(b).

Right to Receive Board Minutes

Civil Code §§5310(a)(5), 4950(b)

Members have the right to receive copies of Board Meeting minutes so pursuant to Civil Code Section 4950(b). Minute requests should be submitted in writing to the Association's Managing Agent.

Assessment Collection Policy

Civil Code §§5310(a)(6), 5730

Please review the enclosed Association Assessment Collection Policy.

Assessment Default Enforcement Policy

Civil Code §5310(a)(7)

Please review the enclosed Association Default Enforcement Policy.

Governing Document Enforcement and Fine Policy

Civil Code §§5310(a)(8), 5850

Please review the enclosed Association Violation / Fine Enforcement Policy.

TAMARACK VILLAGE HOMEOWNERS ASSOCIATION DELINQUENCY POLICY

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and Civil Code the following are the Association's assessment practices and policies:

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.** All other assessments including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
3. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten percent (10%) of the delinquent assessment.
5. An interest charge at the rate of six percent (6%) per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.

13. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to ALS for delivery to the Association pursuant to Civil Code.
14. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
15. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to ALS to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien Letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
16. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
17. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
18. The Association shall charge the owner a Twenty-Five Dollar (\$25.00) fee for the first check tendered to the Association that is returned unpaid by the owner's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code.
19. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
20. All charges listed herein are subject to change upon thirty (30) days' prior written notice.

Tamarack Village Homeowners Association

Enforcement Policy

HEARING PROCEDURE, ENFORCEMENT AND FINE POLICY

This Hearing Procedure, Enforcement and Fine Policy (this "Policy") will be followed whenever the Board meets to consider an alleged governing document violation which could result in disciplinary action against a member, and when disciplinary action is taken against a member. This Policy has been adopted by the Association's Board of Directors pursuant to and in accordance with the provisions of the Association's Bylaws, CC&Rs, and Section 5855 of the California Civil Code.

1. Notice and Hearing Procedures.
 - a. Notice of Violation. Upon the report of a violation of the Association's governing documents to the Board, the violating Member shall be given a written "Notice of Violation." The Notice of Violation shall contain, at a minimum, the following: (i) a description of the violation; (ii) notice that the violation may result in a hearing and possibly a fine or other enforcement measures; and (iii) instructions for the Member to dispute the report of violation (record of which, if and when received by the Association, shall be attached to the Notice of Violation and made a part thereof).
 - b. Notice of Hearing. Should the Board determine to hold a disciplinary hearing regarding the violation described in the Notice of Violation, a written "Notice of Hearing" will be given to the Member at least ten (10) days prior to the hearing to the Member's most recent address shown in the Association's records, by either personal delivery or individual notice (by such individual delivery methods permitted by law). The Notice of Hearing shall contain, at a minimum, the following: (i) the date, time, and place of the hearing; (ii) the nature of the alleged violation for which the Member may be disciplined; and (iii) a statement that the Member has a right to attend and may address the Board at the hearing.
 - c. Opportunity to Be Heard. The Member shall have the right to send a letter, send a representative, or appear in person to present evidence as to why he/she should not be disciplined and/or did not commit the alleged violation. The Member shall also have the right to bring an attorney with him/her to advise him/her or to speak on his/her behalf. The hearing will be held during an executive session meeting of the Board, unless the Member requests in writing to the Board prior to the hearing that the hearing be held during an open session Board meeting.
 - d. Rescheduled Meetings. Upon timely, written request and for worthy cause, the accused Member may be granted a continuance to a new hearing date. In the event the Member fails to appear for a hearing, the Board will review the evidence presented to date and make its decision accordingly. The Board is under no obligation to reschedule a hearing to accommodate a member's schedule.
 - e. Correction of Violation. In the event the violation is corrected prior to the hearing date, the Board may, if appropriate and in its sole discretion, discontinue the disciplinary proceedings.
 - f. Notice of Decision. Within fifteen (15) days after the hearing, the Member will be given written notice by personal delivery or individual notice (by such individual delivery methods permitted by law) of the Board's decision whether to impose disciplinary measures against the Member, and, if so, what disciplinary measures will be imposed, when, and, if applicable, for how long.
 - g. Conflicts of Interest. If a member of the Board has a conflict of interest in a disciplinary matter (e.g., the Board member filed the complaint, or the complaint

INTERNAL DISPUTE RESOLUTION PROCEDURE

(Civil Code Section 5920)

The California Legislature has adopted new regulations codified in Civil Code 5920 which require associations to adopt fair, reasonable and expeditious dispute resolution procedures, effective January 1, 2015. The Association has adopted the following procedures as required under such law:

1. The Association or an Owner may invoke the procedures described herein by submitting a request to the other to meet and confer in an effort to resolve any existing dispute. The request must be in writing.
2. An Owner may refuse a request to meet and confer made by the Association with the understanding that further enforcement action may be taken if the dispute is not resolved. The Association may not refuse a request by an Owner to meet and confer.
3. The Association's Board of Directors shall designate a Board member to meet and confer with the Owner.
4. The designated Board member and the Owner shall meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith, to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. Any resolution of the dispute agreed to by the parties shall be set forth in writing and signed by the Owner and the designated Board member on behalf of the Association.
6. An agreement reached under this procedure is binding on the Owner and the Association and is enforceable in court if both of the following conditions are met:
 - a. The agreement is not in conflict with the law or the Association's governing documents.
 - b. The agreement is consistent with the authority granted by the Board of Directors to the designated Board member or is ratified by the Board.
7. Owners will not be charged a fee to participate in this process.

REQUEST FOR ARCHITECTURAL APPROVAL

OWNER'S NAME: _____

ADDRESS: _____ LOT NUMBER: _____

DESCRIPTION OF IMPROVEMENT: _____

ARCHITECTURAL CONTROL COMMITTEE

APPROVED: _____ DENIED: _____ INCOMPLETE: _____
(see explanation)

Conditions of Approval/or Reason for Denial: _____

DATE: _____ SIGNATURE: _____

Architectural Committee

This approval does not relieve applicant from obtaining the necessary building permits.

Neighbor awareness: The neighbor signature is not an approval. The intent is to advise your neighbor of your proposed improvement by requesting their signature on the Architectural Submittal Form.

Property Address Owner's Name Owner's Signature Agree Disagree

Property Address Owner's Name Owner's Signature Agree Disagree

Owner for himself, his heirs, successors and assigns hereby agrees to be solely responsible for maintenance of _____.

In the event that legal proceedings are required to enforce any of the terms, provisions, or conditions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

I have read and understand the attached architectural guidelines.

Dated: _____

Signature of Homeowner: _____

**Tamarack Village Homeowners Association
C/o: Tritz Professional Management Services, Inc.
1525 East 17th Street, Suite A
Santa Ana, CA 92705
714-557-5900 ♦ 714-619-6734 Fax**

Date: October 27, 2023
To: Tamarack Village Homeowner
From: The Board of Directors
Re: Proposed Solar Energy Systems Policy

Dear Owner:

In order to maintain property values and ensure the Community is maintained, the Board of Directors is considering adopting the enclosed Solar Energy Systems Policy at the Board of Directors meeting scheduled for Tuesday, November 28, 2023.

If you have any questions, concerns, objections, or comments regarding this proposed policy, please contact the Board of Directors in writing at the address listed above or via email anabel@tritzpm.com before November 28, 2023

Thank you in advance for your cooperation.

Sincerely,
The Board of Directors at
Tamarack Village Homeowners Association

Enclosure – Proposed Solar Energy Systems Policy

Department of Energy. The SRCC's website is www.solar-rating.org. The certification shall be for the entire solar energy system and installation.

(c) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE") and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("CPUC") regarding safety and reliability.

8. Any owner installing a solar energy system on the roof area above/appurtenant to his or her unit, after written approval by the Board, shall:

(a) Be required to indemnify the Association and its members for loss or damage caused by the installation, maintenance, or use of the solar energy system.

(b) Be responsible, at his or her sole cost and expense, to maintain, repair, and replace their solar energy system, and shall be responsible for the cost of any damage to the roof, the owner's unit, other units in the building, or any other property resulting from or caused by such installation, maintenance, repair, or replacement of the solar energy system.

(c) Be responsible for the costs of maintenance, repair and replacement of the solar energy system until it is removed, if applicable, and for the restoration of the roof or any other property affected, if applicable, after the removal of the solar energy system.

(d) Be responsible to pay for and/or reimburse the Association for any costs and expenses incurred in moving or relocating the solar energy system in order for the Association to perform any maintenance, repairs and replacements to the roof, whether or not such maintenance, repairs and replacements are caused by the existence of the solar energy system.

(e) Maintain a homeowner liability coverage policy at all times and provide the Association with the corresponding certificate of insurance within fourteen (14) days of the approval of the owner's architectural application and annually thereafter.

(f) Require that installers of the solar energy system must indemnify or reimburse the Association for loss or damage caused by the installation, maintenance or use of the solar energy system.

9. As a condition for approval for the installation of any solar energy system, an owner must execute a covenant to run with the land ("Covenant"), which will be recorded against the owner's unit and which will describe the owner's rights and responsibilities related to

14. A violation of any covenant, condition, restriction, rule, regulation, or Association policy including, but not limited to, this Policy does not constitute a waiver of the applicable requirement and must be corrected as soon as possible upon notice from the Association of that violation.
15. Access for equipment used in construction will not be permitted, unless requested and approved in writing through the owner's architectural application. Each owner is responsible for any and all actions and activities which are performed by the owner and the owner's contractors/vendors and their employees, subcontractors, and any other related parties.
16. Any damage to an area for which the Association is responsible, including without limitation a roof or other common area, during the course of work or any time thereafter arising out of the solar energy system will be replaced and repaired by the Association at the owner's sole cost and expense. All charges for such restoration will, after a noticed hearing before the Board, be charged back to the owner through an assessment which shall be subject to all lien and foreclosure rights in accordance with the CC&Rs and applicable law.
17. No construction materials may be stored on streets, sidewalks, driveways, or common areas.
18. Except as permitted in the governing documents, the Association's approval of any architectural plans is not an authorization to proceed with improvements in or on any area other than the applicable area described in the owner's architectural plans.
19. Any maintenance of an owner's solar energy system shall be at the owner's sole expense and the owner agrees to indemnify and hold the Association and its directors, officers and managing agent(s) harmless from and against any and all liability, damages and/or loss resulting from the drawings, specifications, plans, construction, performance of the solar energy system installation/modifications or, if applicable, the execution of the Covenant required by this Policy.
20. Owner agrees to maintain all permitted improvements and modifications in good condition and repair at all times, and upon any removal of the solar energy system, the owner will restore the affected roof areas to their original condition prior to the installation/modification.
21. During the approval process, the Association may require that its architect, landscape architect, building consultant, attorney, contractor, etc., review the proposed

**Tamarack Village Homeowners Association
C/o: Tritz Professional Management Services, Inc.
1525 East 17th Street, Suite A
Santa Ana, CA 92705
714-557-5900 ♦ 714-619-6734 Fax**

Date: February 7, 2022
To: Tamarack Village Homeowner
From: The Board of Directors
Re: Proposed Rules & Regulations

Dear Owner:

In order to maintain property values and ensure the Community is maintained, the Board of Directors has made suggested adjustments to the Rules & Regulations. Please find enclosed the proposed Rules & Regulations for the Community.

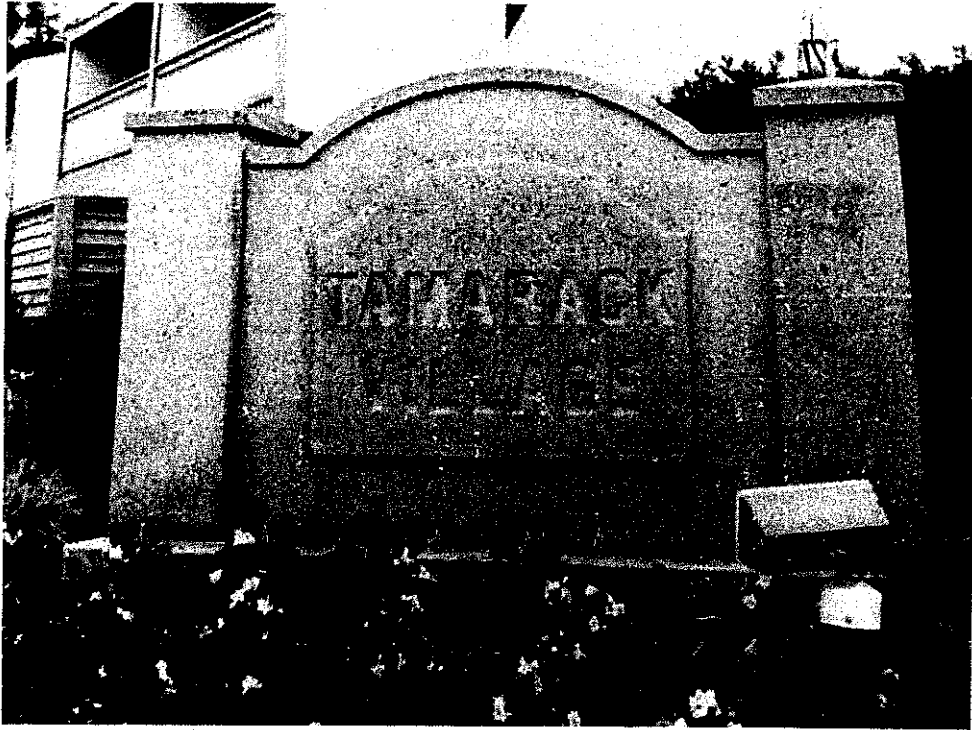
~~These rule changes will go into effect on March 8, 2022. If you have any questions, concerns, objections, or comments regarding these proposed new rules, please contact the Board of Directors in writing at the address listed above, or via email at anabel@tritzpm.com before March 8, 2022.~~

Owners who rent their units **must** provide a copy of the Rules & Regulations to their tenants. Thank you in advance for your cooperation.

Sincerely,
The Board of Directors at
Tamarack Village Homeowners Association

Enclosure – Proposed Rules & Regulations

TAMARACK VILLAGE HOMEOWNERS ASSOCIATION



RULES & REGULATIONS

Proposed: February 2022

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INTRODUCTION

Tamarack Village is a private, residential condominium community consisting of 101 units and featuring common area greenbelts, a clubhouse and a pool.

The Tamarack Village Homeowners Association (herein referred to as TVHOA) is the non-profit Corporation responsible for governing the business affairs, and management of the community. TVHOA is governed by a Board of Directors, which is elected by the homeowners to represent their interests. The TVHOA is supported in two major ways:

1) financially by your monthly payment of homeowner assessments, and 2) by volunteer work of the Board of Directors and any volunteer committees. The Board is responsible for the operation and maintenance of the "common areas" as well as the exterior of the buildings. Complete details on the election of Directors, their responsibilities and obligations, etc., are stated in TVHOA's governing documents, including the CC&R's and By-Laws. In addition to receiving a copy of these documents in your escrow packet, they are available for your inspection or purchase, at any time, by request, from TVHOA's property management company.

Your involvement and participation in the TVHOA your best way to assure that your viewpoint on any matter receives consideration. You are encouraged to vote in TVHOA elections, attend all meetings, serve on committees or, by submitting your name to be considered for nomination to a Board of Directors' position, when available.

SAFETY AND SECURITY DISCLAIMER

Please note that the Association does not provide security, safety, or privacy for the community, the owners, the residents, any invitees, or any persons or property located within the Association's development, irrespective of whether there are any access control devices installed and operated in the common areas of the development or access control personnel employed or engaged by the Association at any time. If an owner or resident ever fears for the safety or security, they should contact the police or local authorities.

THE BOARD OF DIRECTORS

The Board of Directors (BOD) of the condominium project has the responsibility of carrying out the provisions contained in the TVHOA governing documents. In addition, the Board of Directors is the policy-making body of the Association, which carries out the business and affairs of the TVHOA from a business and operating standpoint.

The Board of Directors is elected annually at the Association's Annual Meeting held in June. As further described in the By-Laws, Directors serve 2-year terms. Owners seeking to serve on the BOD must be members of the Association and must otherwise comply with all director qualifications set forth in the Bylaws or the election rules adopted by the Association.

Some of the primary responsibilities of the Board of Directors are:

- To enforce the Association's governing documents, including the CC&R's, By-Laws and Rules & Regulations.
- To select contractors.
- To adopt an annual budget and oversee the financial affairs of the Association.
- To establish and enforce architectural and ground standards.
- To maintain the common areas.

The Officers of the Association, chosen from among the Board of Directors, are the President, Vice-President, Secretary, Treasurer and Member at Large.

- Swimming pool services
- Repairs to the common areas
- Insurance coverage
- Property management, legal, and auditing services
- Any other common expenses that may become the responsibility of the Association

The assessments are also used to fund the Association's reserve account(s) that provide long-term monies for expected major common area component expenditures (e.g., roof repairs and roadway repairs) and unexpected expenditures, such as emergency repairs to the common areas. Note: Reserve accounts are required by law. Delinquent assessments may become a lien against the unit of the delinquent party in accordance with statutory requirements, and TVHOA can be given foreclosure rights on that unit. More information regarding assessments and the collection of assessments can be found in the Association's collection policy.

INSURANCE

As required by lenders and the Association's CC&Rs, the TVHOA is covered by a 'master', or 'blanket', insurance policy. This insurance provides fire, structural, common area liability, and director and officers liability coverage. Earthquake insurance is not offered and is the individual responsibility of each homeowner.

Any homeowner may request from the management company information regarding the any insurance policy maintained by the Association.

Residents are strongly urged to insure their personal property and obtain personal liability coverage to protect against damage inside their units and/or liability for damage to adjoining units(s).

Insurance carriers recommend that condominium residents to keep on file an updated inventory of those items of a permanent nature, such as carpet, drapes, flooring, wallpaper, shelving, and other valuable items, such as furniture, jewelry, artwork and other collectables for the purpose of proving loss should an accident or event occur resulting in the loss of such property.

MAINTENANCE RESPONSIBILITIES

The TVHOA is responsible for the exterior maintenance of the buildings and the common areas. This includes roofs, paint, main drains, termites, pest control and insurance of structure itself.

Roofs: The roofs are repaired and maintained on a regular maintenance schedule. If your unit should leak at any time, please call the management company for repairs. Although the roofer is notified immediately, the leak can only be repaired when the roof is dry. When describing a leak, please identify the exact location of it.

Paint: The Association paints the stucco on a six-year rotation program and trim on a three-year rotation program. Painting needs outside of this schedule are the responsibilities of each individual homeowner and require the prior written approval of the Association.

Plumbing: The Association is responsible for the main drain line of each building. Interior plumbing is the homeowner's responsibility. Leaks are repaired on a "cause and effect" determination, i.e.: the party responsible for the maintenance of the leak area is responsible for the effects from the leak. Therefore, if a leak from a unit damages the

feet in size and noncommercial flags or banners that are more than fifteen (15) square feet in size are prohibited within the Development. No Owner shall post noncommercial signs, posters, flags or banners within the Common Area, except as permitted under this provision or by law. No commercial signs, posters, flags, or banners may be posted or displayed on or in any Unit or any portion of the Common Area. Notwithstanding the foregoing, an Owner or his or her agent may display or have displayed on or in the Owner's Unit "for sale" signs, so long as such signs are reasonably located, in plain view of the public, of reasonable dimensions and design, and do not adversely affect public safety (including traffic safety), advertising the following: (A) that the Unit is for sale, lease, or exchange by the Owner or his or her agent; (B) directions to the Unit; (C) the Owner's or agent's name; and/or (D) the Owner's or agent's physical address, email address, and telephone number. "For sale" signs may not be posted on or in the Common Area.

2. Common Area Grounds & Landscaping

- Alterations or changes and/or additions to planted areas are prohibited must be approved by the HOA Board in writing.
- Do not hang anything on shrubs or trees
- Do not prune, damage or destroy any plant, shrub or tree. Issues with landscape must be submitted to Property Management or member of the BOD
- Adjustments to the sprinkler systems are only to be made by the landscape committee or the landscape contractor. Adjustments by parties other than those mentioned are prohibited
- Nothing is to be left in the common areas, on steps, sidewalks landings or light standards. This includes, but is not limited to, potted plants, sculptures, planter boxes, carriages, walkers, bicycles, barbecue equipment, patio furniture and hoses.
- No signs shall be posted in the common area
- No tent, antennae or other structures may be erected. The only exception to this rule involves satellite dishes and central air conditioners, which are allowed with the expressed written permission of the Board of Directors.
- Vines on any building or fence are prohibited. No self-clinging vines are to be planted in the ground. All vines must be on trellises and confined within the individual patio or balcony.
- All trees planted in the patio areas must be of a species approved in writing by the Board of Directors. All trees planted in the patio areas shall have a non-intrusive root system or be planted in containers above the ground. All Trees and shrubs shall be kept neatly trimmed to a maximum height of ten feet. Unauthorized Palms, Schefflera and other rangy plants already established will be monitored for interference/damage to fence and/or patio. When necessary, the board will recommend action be taken by owner to avoid costly repair.

3. Community Entryways and Roadways

- Bicycles, motorcycles, carts and other obstructions are not to be left unattended in community entrances, roadways or on common grounds at any time; bicycles shall be stored in the patios, garages or units.
- Garage doors, fences and buildings are not to be used for playing handball or any other recreational or sporting activity.
- Hoses shall not be stored on the exterior hose bib of the unit when not in use.

of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. The Association may adopt Rules not inconsistent with the Davis-Stirling Act regulating the posting or display of noncommercial signs, posters, flags, or banners on or in Owners' Units. Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) square feet in size are prohibited within the Development. No Owner shall post noncommercial signs, posters, flags or banners within the Common Area, except as permitted under this provision or by law. No commercial signs, posters, flags, or banners may be posted or displayed on or in any Unit or any portion of the Common Area. Notwithstanding the foregoing, an Owner or his or her agent may display or have displayed on or in the Owner's Unit "for sale" signs, so long as such signs are reasonably located, in plain view of the public, of reasonable dimensions and design, and do not adversely affect public safety (including traffic safety), advertising the following: (A) that the Unit is for sale, lease, or exchange by the Owner or his or her agent; (B) directions to the Unit; (C) the Owner's or agent's name; and/or (D) the Owner's or agent's physical address, email address, and telephone number. "For sale" signs may not be posted on or in the Common Area.

7. Garage Doors

- Garage doors must conform to an approved specification as set forth by the Board. Please contact the management agent to obtain the specification.
- For safety of personal possessions, and ambiance, garage doors are to remain closed when the garage is unattended/not in use. However, the door may be left slightly open (approximately 12 to 18 inches) to allow an outside breeze into the unit.

ARCHITECTURAL RULES

The TVHOA is responsible for preserving the architectural integrity and aesthetic character of the community's established architectural design. No exterior or structural construction, alteration, addition, modification, decoration, redecoration or reconstruction shall be commenced until the plans showing the nature, kind, shape, height, width, color materials and location have been submitted and approved in writing. The Association shall approve plans only if it deems the alteration will not detract from, and will be in harmony with, the surrounding area, and will otherwise comply with all architectural requirements of the Association.

From the standpoint of enjoyment, as well as investment, the preservation of a harmonious living environment, and the residents' mutual rights is the concern of all. The following rules are in effect to preserve the architectural integrity of the HOA community:

1. The Board of Directors reserves the right to determine whether installation, replacement or repair is acceptable or appropriate when reviewing or correcting unauthorized or improperly completed modifications.
2. Any change of unit layout such as breaking through a wall or adding doors requires prior written approval.
3. Modifications of any utility service except for cable TV and telephone requires prior written approval.
4. Changes to cabinets, built-in appliances and fixtures are permitted without prior written approval unless structural changes are required as a result of the foregoing.
5. The only type of screen permitted is the magnetic "invisible" type and shall be a white or dark gray and maintained in good condition.
6. Doorknockers are permitted.

and may result in immediate towing in accordance with California Vehicle Code Section 22658

12. Vehicles that are leaking fluid may not be parked in either TVHOA driveways or designated parking spaces. Owner will be liable for any costs due to damage and the owner may be charged a reimbursement assessment to cover the costs of damage, after a properly noticed hearing before the Board.
13. Residents and/or visitors shall not violate any standard traffic rules, as defined by the California Department of Motor Vehicles, while operating a vehicle on TVHOA driveways.
14. A vehicle may be towed at the vehicle owner's sole expense for any of the following reasons:
 - a. If it is parked anywhere in the TVHOA community that is not designated for resident or guest parking.
 - b. If it is parked in a way which prevents any resident access to or from their garage or assigned space.
 - c. If it has been left unattended for more than 48 hours in a designated 'visitor' parking space.
 - d. If the owner(s) has been cited three or more times within any six consecutive month period for other traffic and/or parking violations.
 - e. If it experiences three (3) frequent 'false or repeated triggering' of a security system within a 30-day period it becomes a nuisance.
15. Parking violation forms are in use, and violators may be cited with a warning. Towing will follow if a violation persists, except for immediate tows as permitted and described in these Rules.

PET RULES

NOTE: Residents are cautioned to be responsible, good neighbors. Using the AKC accepted guidelines to describe dog size (based on size limits for medication, description), the number of dogs should be limited to 3 small (3-10 lbs.), or two medium/large dogs (11-55). Cats should be indoor type and limited to 3.

1. All pets must be registered in accordance with local laws and display the proper identification tag, with a telephone number that is traceable to the unit address.
2. While in the common area, all pets must be kept on a leash by a person capable of controlling the animal. Animals not on a leash may be kept within a patio or balcony as long as they do not create a nuisance to the surrounding units.
3. It is the responsibility of each pet owner to clean up after their animal immediately after the animal has soiled the common area, including patios and balconies.
4. Pet owners will be fully liable for any damage to person or property caused by their pets.
5. Pets shall not disturb the peace and quiet of the community or otherwise cause a nuisance in the community. Owners shall not allow their pets to produce an excessive level of noise that is unreasonable to other residents.
6. Pets are not permitted in either the pool area or the clubhouse unless required by law.

POOL RULES

1. Pool hours are posted at the pool and are subject to change at the discretion of the Board.
2. Guests of residents shall be limited to six guests per unit. Note: This does not apply for residents using the club house for approved, planned gatherings. Residents shall

MALICIOUS MISCHIEF OR VANDALISM

No one shall damage or destroy any real estate or personal property that does not belong to them. This includes the common areas, as well as the exteriors of all buildings, and personal property situated on the balcony or entryway of any unit.

Residents are encouraged to be alert to any unusual/questionable activity. Any suspicious individuals or activity should be immediately reported to the police first and, secondly, to TVHOA management for follow-up.

PERSONAL CONDUCT

Please be considerate of your neighbors and community at all times.

1. No horns, whistles, bells or other sound producing devices, except personal security devices with an automatic shut-off system, shall be audible outside the unit in which they are located. Wind chimes will be permitted as long as they do not create a nuisance for the neighbors.
2. Disturbing the common areas, including but not limited to any litter/debris, pet waste, cigarette butts, graffiti is prohibited. NOTE: Occasional use of water-soluble chalk is permitted, with residents being responsible for cleaning up the area(s) at the end of the day, and no later than the following day.
3. Music, television, resident voices/conduct, social gatherings or other potentially loud activities shall not be allowed to reach a level where it becomes an unreasonable interference with the use and enjoyment of other residents' units.
4. No vehicles, including motorcycles, bicycles, skateboards, roller blades and roller-skates shall be left unattended on the sidewalks, lawns or planted areas.
5. All skateboards, roller blades, roller-skates, scooters and all other self-powered devices must follow the rules of the road, yield to motorized vehicles, and obey posted speed limits when using TVHOA private streets.
6. Roadways are to be used for ingress and egress only. In other words, roadways are not to be used for parking purposes/as an additional parking space. The parking areas are not to be used for recreational purposes. NOTE: Residents observing (and/or participating with) family members in the parking areas assume all risk/liability for damage and/or injury.
7. No business or commercial activity shall be conducted or maintained on the property. Notwithstanding the foregoing, professional and administrative occupations may be carried out within the units provided there exists no external evidence of them and all applicable requirements of the city and county are satisfied.
8. Fireworks of any kind are strictly prohibited.

OUTDOOR SEASONAL DECORATIONS

1. Permitted outdoor seasonal decorations may be displayed for no more than 45 days, unless otherwise required by law.
2. Lights are permitted in exclusive use common areas (patios and balconies).
3. NO rooftop displays or temporary furniture/structures are permitted.
4. The owner will be responsible for any and all damage to persons or property.

REAL ESTATE SIGNS

1. Unless otherwise required by law, all realty signs shall be posted in windows only, may not exceed 24" x 36" and cannot be adhered to the balcony or patio fence. Only one sign per unit is permitted.

- f. Notice of Decision. Within fifteen (15) days after the hearing, the Member will be given written notice by personal delivery or individual notice (by such individual delivery methods permitted by law) of the Board's decision whether to impose disciplinary measures against the Member, and, if so, what disciplinary measures will be imposed, when, and, if applicable, for how long.
 - g. Conflicts of Interest. If a member of the Board has a conflict of interest in a disciplinary matter (e.g., the Board member filed the complaint, or the complaint was filed against the Board member), that Board member may not deliberate or vote on the Board's decision whether to impose disciplinary measures with respect to that matter.
2. Remedies for Enforcement
- a. Disciplinary Measures. To enforce the Association's governing documents, the Board may impose one (1) or more of the following disciplinary measures, as the Board deems appropriate in its sole discretion:
 - i. Warning letter
 - ii. Imposition of monetary fines
 - iii. Imposition of reimbursement assessment
 - iv. Internal dispute resolution
 - v. Alternative dispute resolution
 - vi. Litigation
 - b. Failure to Pay Amounts Imposed. Failure by a Member to pay any fine or assessment imposed within thirty (30) days of the due date thereof may result in legal action against the Member by the Association to collect the fine or assessment. If the Association is forced to file a civil action and/or retain an attorney to collect a fine or assessment, the Member shall be liable for the applicable attorneys' fees and costs and all related expenses incurred by the Association, in addition to the fine or assessment.
 - c. Reimbursement of Fees and Related Expenses. If the Association files a civil action and/or retains an attorney to enforce compliance of the Association's governing documents, the Member shall be liable for any and all fees and related expenses (including but not limited to applicable attorneys' fees and costs) incurred by the Association to the fullest extent permitted by law.
3. Fine Schedule. Violation of the Association's governing documents may result in the imposition of a fine as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to or instead of imposing fines, the Board may pursue other remedies for enforcement described in this Policy.
- | | |
|--------------------------------------|---|
| 1st violation: | fine up to \$100 |
| 2nd violation, same offense: | fine up to \$200 |
| 3rd violation, same offense: | fine up to \$300 |
| Additional violations, same offense: | fine up to \$500 |
| Safety violations: | fine up to \$1,000 |
| Continuing violations | finest up to \$250 per day until the violation is cured |
4. Selection of Remedies. The Association may pursue one (1) or more of the above enforcement remedies simultaneously. The selection of one (1) disciplinary measure does not preclude the Association from pursuing other disciplinary measures or other remedies permitted under this Policy, the Association's governing documents, at law and/or in equity.

CC&Rs (Required Civil Code Sec. 4525)
TAMARACK

NOTICE:

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

Recording requested by, and
when recorded mail to:
Derby Land Company
10801 National Boulevard
Los Angeles, California 90064

24851

W108187 361

\$446.00

RECORDED AT REQUEST OF FIRST AMERICAN TITLE INS. CO. ON OFFICIAL RECORDS OF SANTA CLAY COUNTY, CALIF. JUL 25 1973 J. WYLLIE EARLY, County Recorder

DECLARATION OF RESTRICTIONS
(ENABLING DECLARATION ESTABLISHING
A PLAN FOR CONDOMINIUM OWNERSHIP)

The undersigned Declarant is the owner of all that certain property subject to this Declaration, located in the County of Orange, (hereinafter referred to as "said county"), State of California, more particularly described in Exhibit "A" attached hereto and does hereby declare and certify as follows:

R E C I T A L S

1. Declarant is the owner of the above described real property located in said county.
2. Declarant has improved or intends to improve said real property in the manner described in Exhibit "B" attached hereto.
3. All of said real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "project."
4. Declarant hereby establishes by this Declaration a plan for the individual ownership of various interests in the project, which include real property estates consisting of the space contained in each of the apartment units, and the co-ownership by the individual and separate owners thereof as tenants in common and as hereafter set forth of the remaining real property hereinafter defined and referred to herein as the "common area."

DECLARATION

Declarant, the fee owner of the real property described in Recital 1, above, hereby makes the following declaration as to division, easements, rights, liens, charges, covenants, restric-

tions, limitations, conditions, and uses to which the project may be put, hereby specifying that such declaration shall constitute covenants to run with the land and shall be binding on Declarant, the successors and assigns of Declarant, and all subsequent owners of all or any part of the project, together with their respective grantees, successors, heirs, executors, administrators, devisees or assigns.

A. Declarant, in order to establish a plan of condominium ownership for the project, hereby covenants and agrees that the project shall be divided into the following separate freehold estates and interests:

1. 101 "units," each separately shown, numbered and defined in the Condominium Plan referred to in paragraph F hereof (hereinafter referred to as "said Condominium Plan"). In interpreting deeds, declarations, and plans, the existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in any deed, plan, or declaration, regardless of settling or lateral movement of the structure containing such unit and regardless of minor variances between boundaries shown on any plan, or deed or declaration and those of such structure.

2. An undivided fractional interest in and to the remaining portion of the project, i.e. the common area (which is more fully defined in said Condominium Plan).

B. Each unit, together with its respective undivided interest in the common area specified and established in paragraph D hereof, is defined and hereinafter referred to as a "condominium" and the ownership of each condominium shall include a unit and such undivided interest in the common area.

C. ~~The 101 individual units hereby established~~
shall be individually conveyed and described as units
Nos. 1 to 101, inclusive, in said Condominium Plan.

D. The undivided interest in the common area hereby
established and which shall be conveyed with each respective
unit is 1/101. Said undivided interest established and to be
conveyed with each of the respective units cannot be changed.
Declarant, its successors, assigns, and grantees, covenant and
agree that the undivided interests in the common area and the
fee titles to the respective units conveyed therewith shall not
be separated or separately conveyed or encumbered, and each such
undivided interest shall be deemed to be conveyed or encumbered
with its respective unit even though the description in the in-
strument of conveyance or encumbrance may refer only to the fee
title to the unit.

E. The proportionate shares of the separate owners of
the respective condominiums in the profits and common expenses
in the common area and in the Association, as well as their pro-
portionate representation for voting purposes in the California
nonprofit corporation described in Exhibit "C" attached hereto
(the "Association"), shall be 1/101.

F. For purposes of this Declaration, "said Condominium
Plan" is that certain condominium plan and any amendments thereto
to be recorded pursuant to Section 1351 of the California Civil
Code covering the real property described in Exhibit "A" hereof.

G. Declarant, its successors and assigns, by this Decla-
ration, and all future owners of the condominiums, by their accept-
ance of their respective deeds, covenant and agree as follows:

1. The common area shall remain undivided as set forth above, and no owner shall bring any action for partition, excepting as otherwise hereinafter provided, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the project.

2. The units shall be occupied and used by the respective owners only as private dwellings for the owners, their families, tenants and social guests, and for no other purpose.

3. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, and doors bounding his own unit; provided, however, that each condominium owner performing or causing to be performed such work costing in excess of One Thousand Dollars (\$1,000.00) shall immediately notify the Association thereof in writing. Notwithstanding the foregoing, windows may only be covered by drapes or shades and may not be painted or covered by foil cardboard or other similar materials.

4. If any portion of the common area encroaches upon the units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any multifamily structure is partially or totally destroyed, and then rebuilt, the owners of units agree that minor encroachments of parts of any common area due to construction shall be permitted and that valid easements for such encroachments, and the maintenance thereof, shall exist. As between any and all portions of the common area, same shall always be subject to easements for support and minor encroachments of any unit; and nonexclusive reciprocal easements for ingress and egress through, and for use, occupancy, possession, and enjoyment of any and all portions of the common area exist and are appurtenant to each unit, and the common area is subject to such nonexclusive easements.

5. An owner of any condominium shall automatically, upon becoming the owner of same, be a member of the Association,

and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

6. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration and the Articles and Bylaws of the Association which are collectively attached hereto as Exhibit "D" (consisting of 24 pages). In the event that any of the matters in said Exhibit "D" are in any way inconsistent with any matters in this Declaration, then any such matters in this Declaration shall prevail.

7. Each owner, tenant or occupant of a condominium shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Association, or its duly authorized representatives, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

8. This Declaration shall not be revoked or any of the provisions herein amended excepting as provided in Article VII of Bylaws (Exhibit "D") and paragraph W, below.

9. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of all or any portion of the common area or by the abandonment of his condominium.

H. All sums assessed in accordance with the provisions of Exhibit "D" shall constitute a lien on each respective condominium prior and superior to all other liens except (i) all taxes, bonds, assessments, and other levies, which, by law, would be superior thereto, and (ii) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association.

its attorneys, or other persons authorized to make such sale, after failure of the owner to pay such an assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. In any such foreclosure, the condominium owner shall be required to pay a reasonable rental for the condominium, and the Association, or its nominee, may bring an action therefor. The Association, acting on behalf of the condominium owners, shall have the power to bid in the condominium at any foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid common expenses, rent, and attorney's fees, shall be maintainable without foreclosing or waiving the lien securing the same.

2. Where the mortgagee of a first mortgage (meaning any recorded mortgage with first priority over other mortgages) of record or other purchaser of a condominium obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer.

Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors and assigns.

3. The respective condominiums shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than 30 days, or (ii) any rental if the occupants of the unit are provided with

customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective condominiums shall have the absolute right to lease same, provided that the lease is made subject to the covenants, conditions, restrictions, limitations, and uses contained in this Declaration and further subject to the Bylaws.

K. In the event any multifamily structure subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition thereof shall be as provided by an agreement approved by owners representing more than 50% of the total voting interest of all condominiums represented in such structure, as such voting interests are established in this Declaration, provided, however, that any repair or reconstruction shall substantially conform to the plans and specifications referred to in Exhibit "A" hereof. An action for partition may be brought by any owner under and pursuant to the provisions of Section 752b of the California Code of Civil Procedure. The Association, acting through its Board of Directors, is hereby granted an irrevocable power of attorney to sell the entire project for the benefit of all owners thereof when partition of the project may be had under said Section 752b, which shall (i) be binding on all owners; (ii) be exercisable only after prior approval of not less than a majority of owners in the project; (iii) be exercisable only after recordation by the duly authorized officers of the Association of a Certificate setting forth compliance with the foregoing conditions, which Certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith. Nothing herein shall be deemed to prevent partition of a cotenancy in any condominium.

L. In a voluntary conveyance of a condominium, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association or the Management Agent, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the condominium conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessments becoming due after the date of any such statement.

M. All agreements and determinations lawfully made by the Association in accordance with the voting rights established in this Declaration or in the Bylaws shall be deemed to be binding on all owners of condominiums, their successors and assigns.

N. So long as Declarant, its successors and assigns, owns one or more of the condominiums established and described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration and of Exhibit "D" attached hereto; and Declarant covenants to take no action which would adversely affect any rights assigned to or vested in the Association by reason of the establishment of the project.

O. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction in which this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

~~P. The Association shall obtain and continue in effect~~
blanket property insurance for the full replacement cost of the improvements insuring condominiums against all loss caused by perils insured against by fire coverage and "all physical loss" endorsement but without prejudice to the right of the owner of a condominium to obtain individual condominium insurance; provided, however, that in no event shall the obtaining of any such insurance by the owner relieve the Association of its obligation to obtain blanket property insurance. In addition, the Association shall obtain and continue in effect the insurance described in Exhibit "E" attached hereto.

Q. Insurance premiums for any insurance coverage described in P, last, shall be a common expense to be included in the monthly (or special) assessments levied by the Association, and the portion of such payments necessary for the insurance premiums shall be held in a separate escrow account of the Association and used solely for the payment of insurance premiums for such insurance coverage as such premiums become due; provided, however, the Association may make such other reasonable arrangements for the collection of said premiums as it deems appropriate. Proceeds from the blanket property insurance shall be used for repair and rebuilding, unless the project is partitioned as provided in K, above, in which event same shall be distributed to the owners, or their respective mortgagees, as appropriate, in proportion to the respective voting rights of such owners in the Association.

R. The term "mortgage" as used herein shall mean and include the term "deed of trust." The term "mortgagee" as used herein shall mean and include the term "beneficiary under deed of trust."

S. No breach of any of the covenants, conditions, restrictions, limitations or uses herein, nor the enforcement of any lien provision herein contained, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for

value, but all of said matters shall be binding upon any owner whose title is derived through foreclosure sale or trustee's sale.

T. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as

~~appropriate, by reference to this Declaration in a conveyance of any condominium.~~

U. Each and every recital referred to above is incorporated into, and made a part of, this Declaration.

V. Each and every exhibit referred to herein shall be deemed incorporated by reference herein and made a part hereof.

W. This Declaration shall run with and bind the land and shall continue in full force and effect for a term of 50 years from the date of this Declaration, after which time the same shall be automatically extended for successive periods of 10 years unless within six months prior to expiration of the initial term or any 10 year renewal period a written agreement executed by the condominium owners holding in the aggregate 75% or more of the voting rights in the Association as established in this Declaration shall be recorded in the office of the County Recorder of said county by the terms of which agreement the effectiveness of this Declaration is terminated.

X. If, and to the extent, portions of the common area have been set aside and allocated for the restricted use of one or more of the respective units as shown on said Condominium Plan, such areas shall be considered "restricted common area," and such restricted common area shall be deemed easements appurtenant to the respective units for the exclusive uses and purposes as are set forth in said Condominium Plan. Restricted common area shall not be subject to nonexclusive easements for ingress and egress as described in paragraph G(4), above.

Y. Additional provisions are set forth in Exhibit "F" attached hereto.

DATED: MAY 24, 1973

DECLARANT:
DERBY LAND COMPANY
By James C. White VICE PRESIDENT
By John B. Bell ASSISTANT SECRETARY

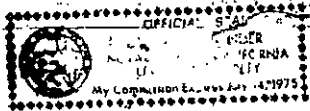
STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On MAY 21 1973 before me, the undersigned,
Notary Public in and for said State, personally appeared.

JAMES A. HINTZ, known to me to be the VICE President,
and JOHN E. BEEDA, known to me to be the ASSISTANT
Secretary, respectively, of

a California corporation, the corporation described in and that
executed the foregoing instrument, and known to me to be the
persons who executed such instrument on behalf of such corporation,
and acknowledged to me that such corporation executed the same
pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



James M. Garcia
Notary Public in and for said State

EXHIBIT "A"

lots 1 and "A" of Tract 7627 in the City of Huntington Beach, County of Orange, State of California, as per map filed in Book 320, pages 18 to 19, inclusive, of Maps, in the office of the County Recorder of said County.

EXHIBIT "B"

BU081220 273

Said improvements shall include, among other things, multi-family structures containing a total of 104 dwelling units constructed in accordance with plans and specifications for the project on file with the City of Huntington Beach, California.

EXHIBIT "C"

00167 379

Tanorack Village Homeowners Association, a California
nonprofit corporation.

Tract No. 7027
Restrictions recorded July 25, 1973
in Book 10818, page 361, O. R.

DECLARATION OF RESTRICTIONS
(ENABLING DECLARATION ESTABLISHING
A PLAN FOR CONDOMINIUM OWNERSHIP)

The Undersigned Declarant is the owner of all that certain property subject to this Declaration, located in the County of Orange (hereinafter referred to as "said county"), State of California, more particularly described in Exhibit "A" attached hereto and does hereby declare and certify as follows:

R E C I T A L S

1. Declarant is the owner of the above described real property located in said county.
2. Declarant has improved or intends to improve said real property in the manner described in Exhibit "B" attached hereto.
3. All of said real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "project."
4. Declarant hereby establishes by this Declaration a plan for the individual ownership of various interests in the project, which include real property estates consisting of the space contained in each of the apartment units, and the co-ownership by the individual and separate owners thereof as tenants in common and as hereafter set forth of the remaining real property hereinafter defined and referred to herein as the "common area."

D E C L A R A T I O N

Declarant, the fee owner of the real property described in Recital 1, above, hereby makes the following declaration as to division, easements, rights, liens, charges, covenants, restrictions, limitations, conditions, and uses to which the project may be put, hereby specifying that such declaration shall constitute covenants to run with the land and shall be binding on declarant, and all subsequent owners of all or any part of the project, together with their respective grantees, successors, heirs, executors, administrators, devisees or assigns.

A. Declarant, in order to establish a plan of condominium ownership for the project, hereby covenants and agrees that the project shall be divided into the following freehold estates and interests:

1. 101 "units," each separately shown, numbered and defined in the condominium plan referred to in paragraph F hereof (hereinafter referred to as "said condominium plan"). In interpreting deeds, declarations, and plans, the existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in any deed, plan, or declaration, regardless of settling or lateral movement of the structure containing such unit and regardless of minor variances between boundaries shown on any plan, or deed or declaration and those of such structure.

- continued -

2. An undivided fractional interest in and to the remaining portion of the project, i.e. the common area (which is more fully defined in said condominium plan.
3. Each unit, together with its respective undivided interest in the common area specified and established in paragraph D hereof, is defined and hereinafter referred to as a "condominium" and the ownership of each condominium shall include a unit and such undivided interest in the common area.
2. The 101 individual units hereby established and which shall be individually conveyed are described as units numbers 1 to 101, inclusive in said condominium plan.
3. The undivided interest in the common area hereby established and which shall be conveyed with each respective unit is 1/101. Said undivided interest established and to be conveyed with each of the respective units cannot be changed. Declarant, its successors, assigns, and grantees, covenant and agree that the undivided interests in the common area and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed or encumbered, and each such undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.
2. The proportionate shares of the separate owners of the respective condominiums in the profits and common expenses in the common area and in the Association, as well as their proportionate representation for voting purposes in the California non-profit corporation described in Exhibit "C" attached hereto (the "Association"), shall be 1/101.
3. For purposes of this Declaration, "said condominium plan" is that certain condominium plan and any amendments thereto to be recorded pursuant to Section 1351 of the California Civil Code covering the real property described in Exhibit "A" hereof.
3. Declarant, its successors and assigns, by this Declaration, and all future owners of the condominiums, by their acceptance of their respective deeds, covenant and agree as follows:
 1. The common area shall remain undivided as set forth above, and no owner shall bring any action for partition, excepting as otherwise hereinafter provided, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the project.
 2. The units shall be occupied and used by the respective owners only as private dwellings for the owners, their families, tenants and social guests, and for no other purpose.
 3. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, and doors bounding his own unit, provided, however, that each condominium owner performing or causing to be performed such work costing in excess of one thousand dollars (\$1,000.00) shall immediately notify the association thereof in writing. Notwithstanding the foregoing, windows may only be covered by drapes or shades and may not be painted or covered by foil cardboard or other similar materials.

4. If any portion of the common area encroaches upon the units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any multifamily structure is partially or totally destroyed, and then rebuilt, the owners of units agree that minor encroachments of parts of any common area due to construction shall be permitted and that valid easements for such encroachments and the maintenance thereof shall exist. As between any and all portions of the common area, same shall always be subject to easements for support and minor encroachments of any unit, and nonexclusive reciprocal easements for ingress and egress through, and for use, occupancy, possession, and enjoyment of, any and all portions of the common area exist and are appurtenant to each unit, and the common area is subject to such nonexclusive easements.

5. An owner of any condominium shall automatically, upon becoming the owner of same, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

6. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration and the Articles and ByLaws of the Association which are collectively attached hereto as Exhibit "D" (consisting of 24 pages). In the event that any of the matters in said Exhibit "D" are in any way inconsistent with any matters in this declaration, then any such matters in this Declaration shall prevail.

7. Each owner, tenant or occupant of a condominium shall comply with the provisions of this Declaration, the ByLaws, decisions and resolutions of the Association, or its duly authorized representatives, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

8. This Declaration shall not be revoked or any of the provisions herein amended excepting as provided in Article VII of ByLaws (Exhibit "D") and paragraph W, below.

9. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of all or any portion of the common area or by the abandonment of his condominium.

10. All sums assessed in accordance with the provisions of Exhibit "D" shall constitute a lien on each respective condominium price and superior to all other liens except (1) all taxes, bonds, assessments, and other levies, which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorneys, or other persons authorized to make such sale, after failure of the owner to pay such an assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924B, and 2924C of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. In any such foreclosure, the condominium owner shall be required to pay a reasonable rental for the condominium, and the Association, or its nominee, may bring an action therefor. The Association, acting on behalf of the condominium owners, shall have the power to bid in the

condominium . . . foreclosure sale, and to acquire and . . . lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid common expenses, rent, and attorney's fees, shall be maintainable without foreclosing or waiving the lien securing the same.

I. Where the mortgagee of a first mortgage (meaning any recorded mortgage with first priority over other mortgages) of record or other purchaser of a condominium obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors and assigns.

J. The respective condominiums shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (1) rental for any period less than 30 days, or (2) any rental if the occupants of the unit are provided with customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective condominiums shall have the absolute right to lease same, provided that the lease is made subject to the covenants, conditions, restrictions, limitations, and uses contained in this Declaration and further subject to the Bylaws.

K. In the event any multifamily structure subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition thereof shall be provided by an agreement approved by owners representing more than 50% of the total voting interest of all condominiums represented in such structure, as such voting interests are established in this Declaration, provided, however, that any repair or reconstruction shall substantially conform to the plans and specification referred to in Exhibit "B" hereof. An action for partition may be brought by any owner under and pursuant to the provisions of Section 752B of the California Code of Civil Procedure. The Association, acting through its Board of Directors, is hereby granted an irrevocable Power of Attorney to sell the entire project for the benefit of all owners thereof when partition of the project may be had under said Section 752B, which shall (1) be binding on all owners; (2) be exercisable only after prior approval of not less than a majority of owners in the project; (3) be exercisable only after recordation by the duly authorized officers of the Association of a certificate setting forth compliance with the foregoing conditions, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith. Nothing herein shall be deemed to prevent partition of a co-tenancy in any condominium.

L. In a voluntary conveyance of a condominium, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association or the management agent, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the condominium conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessments becoming due after the date of any such statement.

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M. All covenants and determinations lawfully made by the Association in accordance with the voting rights established in this Declaration or in the ByLaws shall be deemed to be binding on all owners of condominiums, their successors and assigns.

N. So long as declarant, its successors and assigns, owns one or more the condominiums established and described herein, declarant, its successors and assigns, shall be subject to the provisions of this Declaration and Exhibit "D" attached hereto; and declarant covenants to take no actions which would adversely affect any rights assigned to or vested in the Association by reason of the establishment of the project.

O. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction in which this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

P. The Association shall obtain and continue in effect blanket property insurance for the full replacement cost of the improvements insuring condominiums against all loss caused by perils insured against by fire coverage and "all physical loss" endorsement but without prejudice to the right of the owner of a condominium to obtain individual condominium insurance; provided, however, that in no event shall the obtaining of any such insurance by the owner relieve the Association of its obligation to obtain blanket property insurance. In addition, the Association shall obtain and continue in effect the insurance described in Exhibit "E" attached hereto.

Q. Insurance premiums for any insurance coverage described in P, last, shall be a common expense to be included in the monthly (or special) assessments levied by the Association, and the portion of such payments necessary for the insurance premiums shall be held in a separate escrow account of the Association and used solely for the payment of insurance premiums for such insurance coverage as such premiums become due; provided, however, the Association may make such other reasonable arrangements for the collection of said premiums as it deems appropriate. Proceeds from the blanket property insurance shall be used for repair and rebuilding, unless the project is partitioned as provided in K, above, in which event same shall be distributed to the owners, or their respective mortgagees, as appropriate, in proportion to the respective voting rights of such owners in the Association.

R. The term "mortgage" as used herein shall mean and include the term "deed of trust." The term "mortgagee" as used herein shall mean and include the term "beneficiary under deed of trust."

S. No breach of any of the covenants, conditions, restrictions, limitations or uses herein, nor the enforcement of any lien provision herein contained, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said matters shall be binding upon any owner whose title is derived through foreclosure sale or trustee's sale.

T. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a conveyance of any condominium.

U. Each and every recital referred to above is incorporated into, and made a part of, this Declaration.

V. Each and every exhibit referred to herein shall be considered incorporated by reference herein and made a part hereof.

W. This Declaration shall run with and bind the land and shall continue in full force and effect for a term of 50 years from the date of this Declaration, after which time the same shall be automatically extended for successive periods of 10 years unless within six months prior to expiration of the initial term of any 10 year renewal period a written agreement executed by the condominium owners holding in the aggregate 75%, or more of the voting rights in the Association as established in this Declaration shall be recorded in the office of the County Recorder of said county by the terms of which agreement the effectiveness of this Declaration is terminated.

X. If, and to the extent, portions of the common area have been set aside and allocated for the restricted use of one or more of the respective units as shown on said condominium plan, such areas shall be considered "restricted common area," and such restricted common area shall be deemed easements appurtenant to the respected units for the exclusive uses and purposes as are set forth in said condominium plan. Restricted common area shall not be subject to non-exclusive easements for ingress and egress as described in paragraph C(4), above.

Y. Additional provisions are set forth in Exhibit "F" attached hereto.

Dated: May 24, 1973

Declarant:

DERBY LAND COMPANY

By James A. Hintz, Vice President

By John E. Belda, Assistant Secretary

EXHIBIT "A"

Lots 1 and "A" of Tract 7627 in the City of Huntington Beach, County of Orange, State of California, as per map filed in Book 320, pages 18 to 19, inclusive, of maps, in the office of the County Recorder of said county.

EXHIBIT "B"

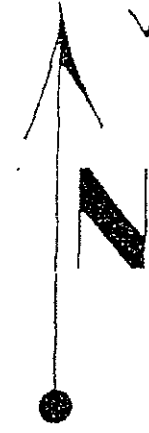
Said improvements shall include, among other things, multi-family structures containing a total of 101 dwelling units constructed in accordance with plans and specifications for the project on file with the City of Huntington Beach, California.

EXHIBIT "C"

Tamarack Village Homeowners Association, a California Nonprofit Corporation.

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TAMARACK VILLAGE



MOREHEAD

LA COSTA

MANCHESTER

STYME

NEWLAND

MAGGIE

JALM

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POLLARD

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HAWES

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Tamarack Village Homeowners Association
C/o Tritz Professional Management Services, Inc.
1525 East 17th Street, Suite A
Santa Ana, CA 92705
Phone 714-557-5900 – Fax 949-486-8184

January 30, 2026

To: All Homeowners
From: Board of Directors
Re: **Annual Policy Statement**

Dear Homeowner:

In accordance with the requirements set forth in CA Civil Code and the Association's Governing Documents, the following information is being provided to you:

Association's Designated Recipient *Civil Code §§5310(01), 4035*
The Association has designated their Managing Agent, TPMS INC., to receive official communications to the Association pursuant to Civil Code Section 4035. Communications should be sent to the Association's attention, to TPMS, Inc. at 1525 East 17th Street, Suite A, Santa Ana, CA 92705.

Right of Notice to Two Addresses *Civil Code §§5310(a)(2), 4040(b)*
Any member may submit a request (in writing) to have notices sent to up to two different specified addresses pursuant to Civil Code Section 4040(b). Requests should be submitted to the Association's Designated Recipient, TPMS, Inc. at 1525 East 17th Street, Suite A, Santa Ana, CA 92705.

General Notice Location *Civil Code §§5310(03), 4045(03)*
The Association has designated the entry door to the clubhouse as the General Notice Location for the Association. General association notices and communications will be posted in this location for owner review.

Right to Receive General Notice by Individual Delivery *Civil Code §§5310(a)(4), 4045(b)*
Members have the option to receive General Notices by Individual Delivery pursuant to Civil Code Section 4045(b).

Right to Receive Board Minutes *Civil Code §§5310(a)(5), 4950(b)*
Members have the right to receive copies of Board Meeting minutes so pursuant to Civil Code Section 4950(b). Minute requests should be submitted in writing to the Association's Managing Agent.

Assessment Collection Policy *Civil Code §§5310(a)(6), 5730*
Please review the enclosed Association Assessment Collection Policy.

Assessment Default Enforcement Policy *Civil Code §5310(a)(7)*
Please review the enclosed Association Default Enforcement Policy.

Governing Document Enforcement and Fine Policy *Civil Code §§5310(a)(8), 5850*
Please review the enclosed Association Violation / Fine Enforcement Policy.

TAMARACK VILLAGE HOMEOWNERS ASSOCIATION DELINQUENCY POLICY

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and Civil Code the following are the Association's assessment practices and policies:

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.** All other assessments including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
3. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten percent (10%) of the delinquent assessment.
5. An interest charge at the rate of six percent (6%) per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.

13. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to ALS for delivery to the Association pursuant to Civil Code.
14. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
15. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to ALS to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien Letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
16. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
17. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
18. The Association shall charge the owner a Twenty-Five Dollar (\$25.00) fee for the first check tendered to the Association that is returned unpaid by the owner's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code.
19. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
20. All charges listed herein are subject to change upon thirty (30) days' prior written notice.

Tamarack Village Homeowners Association

Enforcement Policy

HEARING PROCEDURE, ENFORCEMENT AND FINE POLICY

This Hearing Procedure, Enforcement and Fine Policy (this "Policy") will be followed whenever the Board meets to consider an alleged governing document violation which could result in disciplinary action against a member, and when disciplinary action is taken against a member. This Policy has been adopted by the Association's Board of Directors pursuant to and in accordance with the provisions of the Association's Bylaws, CC&Rs, and Section 5855 of the California Civil Code.

1. Notice and Hearing Procedures.
 - a. Notice of Violation. Upon the report of a violation of the Association's governing documents to the Board, the violating Member shall be given a written "Notice of Violation." The Notice of Violation shall contain, at a minimum, the following: (i) a description of the violation; (ii) notice that the violation may result in a hearing and possibly a fine or other enforcement measures; and (iii) instructions for the Member to dispute the report of violation (record of which, if and when received by the Association, shall be attached to the Notice of Violation and made a part thereof).
 - b. Notice of Hearing. Should the Board determine to hold a disciplinary hearing regarding the violation described in the Notice of Violation, a written "Notice of Hearing" will be given to the Member at least ten (10) days prior to the hearing to the Member's most recent address shown in the Association's records, by either personal delivery or individual notice (by such individual delivery methods permitted by law). The Notice of Hearing shall contain, at a minimum, the following: (i) the date, time, and place of the hearing; (ii) the nature of the alleged violation for which the Member may be disciplined; and (iii) a statement that the Member has a right to attend and may address the Board at the hearing.
 - c. Opportunity to Be Heard. The Member shall have the right to send a letter, send a representative, or appear in person to present evidence as to why he/she should not be disciplined and/or did not commit the alleged violation. The Member shall also have the right to bring an attorney with him/her to advise him/her or to speak on his/her behalf. The hearing will be held during an executive session meeting of the Board, unless the Member requests in writing to the Board prior to the hearing that the hearing be held during an open session Board meeting.
 - d. Rescheduled Meetings. Upon timely, written request and for worthy cause, the accused Member may be granted a continuance to a new hearing date. In the event the Member fails to appear for a hearing, the Board will review the evidence presented to date and make its decision accordingly. The Board is under no obligation to reschedule a hearing to accommodate a member's schedule.
 - e. Correction of Violation. In the event the violation is corrected prior to the hearing date, the Board may, if appropriate and in its sole discretion, discontinue the disciplinary proceedings.
 - f. Notice of Decision. Within fifteen (15) days after the hearing, the Member will be given written notice by personal delivery or individual notice (by such individual delivery methods permitted by law) of the Board's decision whether to impose disciplinary measures against the Member, and, if so, what disciplinary measures will be imposed, when, and, if applicable, for how long.
 - g. Conflicts of Interest. If a member of the Board has a conflict of interest in a disciplinary matter (e.g., the Board member filed the complaint, or the complaint

INTERNAL DISPUTE RESOLUTION PROCEDURE

(Civil Code Section 5920)

The California Legislature has adopted new regulations codified in Civil Code 5920 which require associations to adopt fair, reasonable and expeditious dispute resolution procedures, effective January 1, 2015. The Association has adopted the following procedures as required under such law:

1. The Association or an Owner may invoke the procedures described herein by submitting a request to the other to meet and confer in an effort to resolve any existing dispute. The request must be in writing.
2. An Owner may refuse a request to meet and confer made by the Association with the understanding that further enforcement action may be taken if the dispute is not resolved. The Association may not refuse a request by an Owner to meet and confer.
3. The Association's Board of Directors shall designate a Board member to meet and confer with the Owner.
4. The designated Board member and the Owner shall meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith, to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. Any resolution of the dispute agreed to by the parties shall be set forth in writing and signed by the Owner and the designated Board member on behalf of the Association.
6. An agreement reached under this procedure is binding on the Owner and the Association and is enforceable in court if both of the following conditions are met:
 - a. The agreement is not in conflict with the law or the Association's governing documents.
 - b. The agreement is consistent with the authority granted by the Board of Directors to the designated Board member or is ratified by the Board.
7. Owners will not be charged a fee to participate in this process.

REQUEST FOR ARCHITECTURAL APPROVAL

OWNER'S NAME: _____

ADDRESS: _____ LOT NUMBER: _____

DESCRIPTION OF IMPROVEMENT: _____

ARCHITECTURAL CONTROL COMMITTEE

APPROVED: _____ DENIED: _____ INCOMPLETE: _____
(see explanation)

Conditions of Approval/or Reason for Denial: _____

DATE: _____ SIGNATURE: _____

Architectural Committee

This approval does not relieve applicant from obtaining the necessary building permits.

Neighbor awareness: The neighbor signature is not an approval. The intent is to advise your neighbor of your proposed improvement by requesting their signature on the Architectural Submittal Form.

Property Address Owner's Name Owner's Signature Agree Disagree

Property Address Owner's Name Owner's Signature Agree Disagree

Owner for himself, his heirs, successors and assigns hereby agrees to be solely responsible for maintenance of _____.

In the event that legal proceedings are required to enforce any of the terms, provisions, or conditions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

I have read and understand the attached architectural guidelines.

Dated: _____

Signature of Homeowner: _____

VA STATEMENT

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is certified by the federal Department of Veterans Affairs.

FHA STATEMENT

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is not a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

Tamarack Village Homeowners Association
C/o Tritz Professional Management Services, Inc.
1525 East 17th Street, Suite A
Santa Ana, CA 92705
Phone 714-557-5900 - Fax 949-486-8184

January 30, 2026

To: All Homeowners
From: Board of Directors
Re: **Annual Budget Report**

Dear Homeowners:

In accordance with the requirements set forth in CA Civil Code and the Association's Governing Documents, the following information is being provided for you:

Pro Forma Operating Budget

Civil Code §5300(b)(1)

Please see the attached Pro Forma Operating Budget for the upcoming fiscal year. **Per the attached budget, the 2026-2027 dues will increase to \$375.00 per unit, per month effective March 1, 2026.** Please review the enclosed Reserve Summary and budget for the 2026-2027 fiscal year.

Reserve Summary & Reserve Funding Plan Summary

*Civil Code §§5300(b)(2), 5565,
Civil Code §§5300(b)(3), 555(0)(5)*

Please see the attached Reserve Summary. Please note that the full Reserve Funding Plan is available upon request and members may contact TPMS Inc. to request a full copy.

Major Component Repair Statement

Civil Code §5300(b)(4)

The Association's Board has determined it necessary to defer certain repairs of some major component with a remaining life of thirty (30) years or less, due to budgetary constrictions. The Association will continue to fund the Reserve Account in order to fund these repairs in the future.

Anticipated Special Assessment Statement

Civil Code §5300(b)(5)

The Association does not know if any special assessments will be required within the next 30 years, however there are no Special Assessments anticipated for this upcoming fiscal year.

Reserve Funding Mechanism Statement

Civil Code §5300(b)(6)

The Association's Board will fund reserves to repair or replace major components by continuing to fund the reserve account per the Reserve Study recommendations.

Procedures for Calculating Reserves Statement

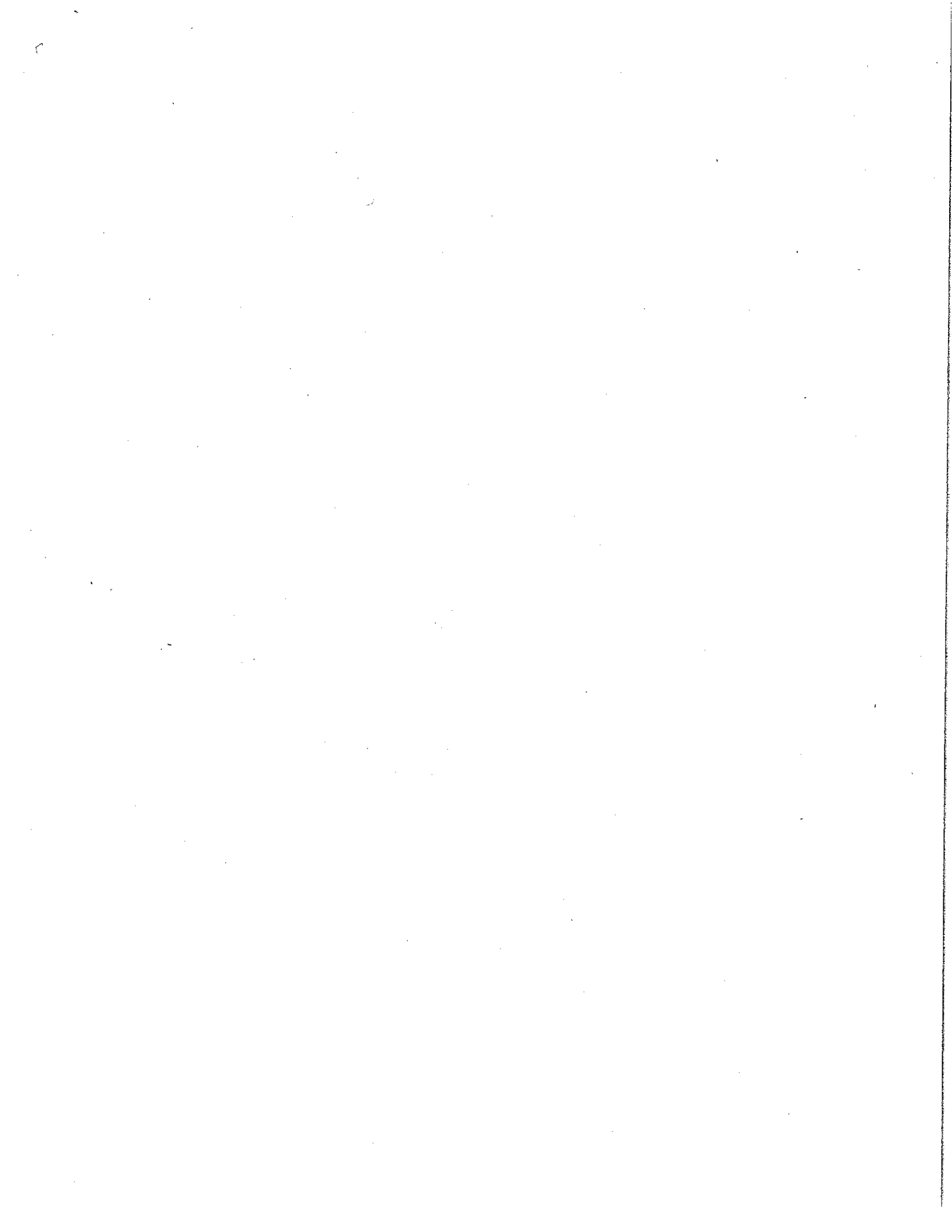
Civil Code §§5300(b)(7), 5570(b)(4)

The Reserve Calculations are made by a credentialed Reserve Specialist in accordance with Accepted Accounting Policies. Please see attached Executive Summary for further details regarding how the reserve funding percentages are calculated.

Outstanding Loan Statement

Civil Code §5300(b)(8)

The Association does not have any outstanding loans at this time.





Tamarack Village Homeowners Association
Huntington Beach, CA
Level of Service: Update "With-Site-Visit"

Report #: 5768-0
of Units: 101

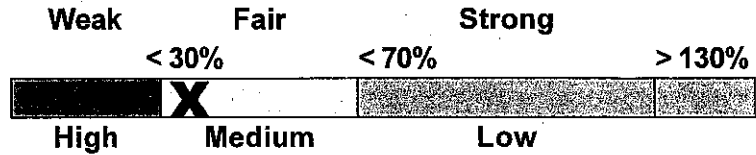
March 1, 2025 through February 28, 2026

Findings & Recommendations

as of March 1, 2025

Projected Starting Reserve Balance	\$1,002,086
Current Full Funding Reserve Balance	\$2,863,496
Average Reserve Deficit (Surplus) Per Unit	\$18,430
Percent Funded	35.0 %
Recommended 2025 "Monthly Full Funding Allocation"	\$24,000
Alternate minimum allocations to keep Reserve above \$0	\$21,500
Recommended 2025 Special Assessments for Reserves	\$757,500
Most Recent Reserve Allocation Rate	\$17,320
Monthly Rate of Deterioration	\$24,006

Reserve Fund Strength: 35.0%



Risk of Special Assessment:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	.200 %
Annual Inflation Rate	.300 %

This is an Update "With-Site-Visit", and is based on a prior Report prepared by another Reserve Study company for your 2022/2023 Fiscal Year. We performed the site inspection on 11/26/2024.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sabrina C. Willison RS #334.

Due to current project funding needs, a one-time Special Assessment of \$757,500 is needed.

The Reserve Fund is between the 30% funded level and the 70% funded level at **35.0 % Funded**, which is a fair position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently medium. The objective of your multi-year Funding Plan is to Fully Fund Reserves and ultimately achieve a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems.

The Deterioration rate for your Reserve Components is **\$24,006**.

Based on this starting point, your annual deterioration rate, your anticipated future expenses, and your historical Reserve allocations rate, our recommendation is to **increase** your Reserve allocations to **\$24,000, in addition to the recommended Special Assessment.**

*The Alternative Allocation rate, also called Baseline Funding will keep the Reserve Funds above \$0. This figure for your association is \$21,500, **in addition to the recommended Special Assessment.**

To receive a copy of the full Reserve Study, contact the Association.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
4600	HVAC System - Replace	20	3	\$7,500
5700	Restrooms - Major Refurbish	20	3	\$25,000
4652	Solar System Panels - Replace	15	3	\$26,000
5800	Pool Deck Concrete - Repair/Replace	30	13	\$50,400
5810	Pool - Resurface & Re-tile	12	11	\$24,200
5812	Pool Filter - Replace	10	5	\$1,400
5817	Pool Pump - Replace	10	8	\$2,200
5848	Chemical Controller - Replace	8	3	\$5,000
5950	Pool Area Mastic - Replace	4	3	\$1,200
5990	Pool Furniture - Replace	8	3	\$16,550
6900	Irrigation Controllers - Replace	12	5	\$3,900
6910	Controller Enclosures - Replace	30	5	\$6,000
6920	Backflow Devices - Replace	10	7	\$4,000
7000	Trees - Trim/Maintain	1	0	\$8,000
7010	Landscape - Refurbish	10	8	\$24,700
6280	Mailboxes - Replace	20	3	\$26,100
6800	Solid Surface Monuments - Refurbish	20	5	\$10,000

47 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year.