

2. Property Description. The Property and Improvements consist of forty-eight (48) individual Units in Module 1 (Phase 1), a common parking garage for the entire Project and other Common Areas and amenities.

3. Description of Individual Condominiums. Each Condominium within the Project which shall be offered for sale, shall consist of a fee simple interest in and to a particular Unit, as more particularly shown and defined in the Condominium Plan, together with an undivided fractional interest as a tenant-in-common in and to the Common Area.

4. Parking. Each Unit within the Project shall receive an easement for the exclusive use of at least one (1) parking space as shown and defined on the Condominium Plan for Module 1. All of said spaces shall be assigned by Declarant at the time of sale of the individual Units. All of the parking spaces to be assigned shall be shown and described on the Condominium Plan. All parking spaces shall be used only by the Owners or their lessees. All guest parking spaces shall be so marked. No guest parking space may be assigned or designated for particular use by any person or entity.

5. Easements. Each Owner shall receive as an incident of conveyance of his Unit, a non-exclusive easement appurtenant thereto, for ingress, egress and support over, across and through the Common Area and every portion of any Unit within the Project required for the structural support of the building within which said Unit is located. In the event any portion of the Common Area encroaches on a Unit, or a Unit encroaches on any portion of the Common Area as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and the maintenance thereof shall exist so long as the encroachment exists.

ARTICLE III AGE RESTRICTIONS ON OCCUPANCY

The Project has been designed and is and will be constructed, marketed and sold in order to provide housing exclusively for Senior Citizens and as such is intended to qualify as a "Senior Citizen Housing Development" within the meaning of California Civil Code Section 51.3(c)(4). To that end, Declarant hereby declares and establishes that the following shall apply to and bind the Project and each and every Condominium within the same:

1. Applicable Definitions.

a. "Cohabitants" refers to persons living together as husband and wife or persons who are domestic partners within the meaning of California Family Code Section 297.

b. "Permitted Health Care Resident" refers to a person hired to provide live-in, long-term or terminal healthcare to a Qualifying Resident or a family member of the Qualifying Resident providing that care. The care must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment or both.

c. "Permitted Occupant" means a person who is either a Permitted Health Care Resident, a Qualified Disabled Resident or a Temporary Guest.

d. "Permitted Resident" means a person who is either a Qualifying Resident or a Qualified Permanent Resident.

e. "Qualified Disabled Resident" refers to a disabled person or person with a disabling illness or injury who (i) is a child or grandchild of a Permitted Resident and (ii) needs to live with the Permitted Resident because of the disabling condition, illness or injury. A "disabled" person means a person with a disability as defined in California Civil Code Section 54(b). A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability as defined in California Civil Code Section 54(b).

f. "Qualified Permanent Resident" refers to a person who satisfies both of the following requirements: (i) if applicable, the person was residing with the Qualifying Resident at the Project before the death, hospitalization, or other prolonged absence or before the dissolution of marriage with the Qualifying Resident; and (ii) the person was forty-five (45) years of age or older or was either the spouse of, Cohabitant with, or was providing the primary physical or economic support to the Qualifying Resident.

g. "Qualifying Resident" means a Senior Citizen who occupies a Unit at the Project as his/her primary residence on a permanent basis.

h. "Senior Citizen" refers to a person who is fifty- five (55) years of age or older.

i. "Senior Housing Laws" refers to the following: (i) California Civil Code Section 51.3; (ii) California Government Code Section 12900 et seq. (Fair Employment and Housing Act); (iii) the Federal Fair Housing Act of 1968 (42 U.S.C. Sections 3601-3631) as amended by the Fair Housing Amendments Act of 1988 (Pub L 100-430) and by the Housing for Older Persons Act of 1995 (Pub L 104-76); and (iv) amendments thereto and rules and/or regulations now or hereafter promulgated pursuant thereto.

2. Upon commencement of occupancy of each Unit, at least one(1) resident must be a Qualifying Resident, i.e., a Senior Citizen who intends to and does reside in the Unit as his or her primary residence on a permanent basis. Subject to the other provisions of this Article, all other residents of the same Unit must be either a Qualified Permanent Resident, a Qualified Disabled Resident or a Permitted Healthcare Resident as herein provided.

3. A Qualified Permanent Resident or a Qualified Disabled Resident may continue to reside in a Unit after the death or dissolution of marriage or upon the hospitalization or other prolonged absence of the Qualifying Resident of that Unit for as long as at least (a) eighty percent (80%) of the occupied Units in the Project are in fact occupied by a Qualifying Resident and (b) the continued occupancy by the Qualified Permanent Resident or the Qualified Disabled Resident does not reduce the percentage of occupancy of Units by