CC&Rs (Required Civil Code Sec. 4525)
Canterbury at Tesoro Del Valle Homeowners Association

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Attn: Nancy T. Sculi, Esq.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CANTERBURY AT TESORO DEL VALLE

SECTION 17.5 OF THIS DECLARATION CONTAINS (I) A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND (II) A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY. YOU SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS ON THESE OR OTHER PROVISIONS OF THIS DECLARATION.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CANTERBURY AT TESORO DEL VALLE

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of CANTERBURY AT TESORO DEL VALLE ("Declaration") is made this 15th day of November, 2004 by KB HOME Greater Los Angeles Inc., a California corporation ("Declarant") with reference to the facts set forth below.

ARTICLE 1

RECITALS

1.1 **Property Owned By Declarant**. Declarant is the Owner (as defined below) of the real property (the "Property") situated in the County of Los Angeles, State of California, more particularly described on **Exhibit "A"** attached hereto and incorporated herein.

1.2 **Right To Annex**. Declarant may add all or any of the real property described in **Exhibit "B"** attached hereto and incorporated herein ("Additional Property") and record additional Condominium Plans with respect thereto, and said Additional Property so annexed will thereupon be subject to this Declaration and become a part of the Property.

1.3 **Nature of Project**. Declarant intends to establish a plan of condominium ownership and to develop the Property, including any Additional Property which may hereafter be annexed thereto, as a condominium project within the meaning of California Business and Professions Code Section 11004.5(c) and California Civil Code Section 1351(f), to conform with the provisions of the California Subdivided Lands Law (California Business and Professions Code Section 11000, et seq.) and to subject the Property to certain limitations, restrictions, conditions and covenants as hereinafter set forth, in accordance with the provisions of California Civil Code Sections 1350 et seq., or any successor statutes or laws. To that objective, Declarant desires and intends to impose on the Property certain mutually beneficial restrictions, limitations, easements, assessments and liens under a comprehensive plan of improvement and development for the benefit of all of the Owners, the Condominiums, Common Area and Association Property and the future Owners of said Condominiums, Common Area and Association Property.

1.4 **Description of Project**. The Project is situated in the County of Los Angeles. Declarant intends to develop the Project in eight (8) phases. The first Phase is planned to consist of nineteen (19) Homesites. If developed as planned, the Project (as hereinafter defined) will ultimately contain one hundred sixty-six (166) Homesites but Declarant makes no guarantee that the Project will be constructed as presently proposed. Owners of a Homesite in each Phase will receive title to a Residential Unit plus an undivided fractional interest as tenant in common to the Common Area located within that Phase. Each Owner of a Homesite will also receive an easement for ingress and egress over portions of the Association Property of the Phase in which the Condominium is situated and within each other Phase, effective upon annexation and conveyance of the first Homesite in each such Phase. Each Homesite shall have appurtenant to it a membership in the Canterbury at Tesoro Del Valle Homeowners Association, a California nonprofit mutual benefit corporation ("Association"). Each Homesite shall also have appurtenant

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to it a membership in the Tesoro del Valle Master Homeowners Association, a California non-profit mutual benefit corporation ("Master Association").

DECLARATION

Declarant declares that the Property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of Condominium ownership as described in California Civil Code Section 1350 et seq. or any successor statutes or laws for the subdivision, improvement, protection, maintenance, and sale of Homesites within the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property, shall be enforceable equitable servitudes and shall be binding on and inure to the benefit of the successors-in-interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of California Civil Code Section 1354, and any successor statutes or laws.

ARTICLE 2

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article shall, for all purposes of this Declaration, have the meanings herein specified.

2.1 **Additional Charges**. The term "Additional Charges" means costs, fees, charges and expenditures, including without limitation, attorneys' fees, late charges, interest and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of assessments, fines and/or penalties.

2.2 **Additional Property**. The term "Additional Property" means all of the real property described on **Exhibit "B"** attached hereto and incorporated herein.

2.3 **Annexation**. The term "Annexation" means the process by which the Additional Property may be made subject to this Declaration as set forth in the Article of this Declaration entitled "Annexation of Additional Property."

2.4 **Articles**. The term "Articles" means the Articles of Incorporation of the Association as they may from time to time be amended which are or shall be filed in the Office of the Secretary of State for the State of California.

2.5 **Association**. The term "Association" means the Canterbury at Tesoro del Valle Homeowners Association, a California nonprofit mutual benefit corporation, its successors and assigns.

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2.6 **Association Property**. The term "Association Property" means all real property, if any, owned, from time-to-time, in fee title by the Association. The Association Property in the first Phase of the Project shall consist of the real property identified as Association Property on **Exhibit "A"**. The Association Property in subsequent Phases shall be described in a Supplementary Declaration.

2.7 **Association Rules**. The term "Association Rules" means the rules and regulations adopted by the Board from time to time.

2.8 **Association's Maintenance Guide**. The term "Association's Maintenance Guide" means the guide which may be prepared by Declarant or its agents and provided to the Association, specifying obligations for maintenance of the Common Area and Association Property by the Association, as updated and amended from time to time.

2.9 **Board**. The term "Board" means the board of directors of the Association.

2.10 **Budget**. The term "Budget" means the budget for the Association which sets forth all the Common Expenses to be allocated among all the Owners.

2.11 **Bylaws**. The term "Bylaws" means the bylaws of the Association, as they may be amended from time to time, which are or shall be adopted by the Board.

2.12 **Capital Improvement Assessments**. The term "Capital Improvement Assessments" means the assessments which are levied pursuant to the provisions of this Declaration.

2.13 **Common Area**. The term "Common Area" means that certain area designated as "Common Area" on the Condominium Plan which is owned in undivided interests by the Owners of the Residential Units in the Phase in which the Residential Units are located, as defined in this Declaration and as described on the Condominium Plan.

2.14 **Common Expenses**. The term "Common Expenses" refers to the actual and estimated costs and expenses incurred or to be incurred by the Association or the Board, including, but not limited to, the following:

2.14.1 Maintenance, management, operation, repair and replacement of the Association Property and any Improvements located thereon and any other portion of the Project required to be maintained by the Association under this Declaration;

2.14.2 Due but unpaid assessments;

2.14.3 Costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, architects and employees;

2.14.4 The costs of any utilities, trash pickup and disposal, landscaping, and other services benefiting the Owners and their Homesites to the extent such services are paid for by the Association;

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2.14.5 The costs of fire, casualty, liability, worker's compensation and other insurance maintained by the Association hereunder;

2.14.6 Reasonable reserves as deemed appropriate by the Board or otherwise required pursuant to the Governing Documents;

2.14.7 The costs of bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;

2.14.8 Taxes paid by the Association;

2.14.9 Amounts paid by the Association for the discharge of any lien or encumbrance levied against the Association Property or portions thereof;

2.14.10Costs incurred by any committees of the Association; and

2.14.11Any other expenses incurred by the Association in connection with the operation and/or maintenance of the Association Property or in furtherance of the purposes or the discharge of any obligations imposed on the Association by the Governing Documents.

2.15 **Condominium**. The term "Condominium" means an estate in real property as defined in California Civil Code Section 1351(f), or any successor statutes or laws, consisting of an undivided interest as a tenant-in-common in all or any portion of the Common Area, together with a separate fee interest in a Residential Unit and any other separate interests in the Property as are described in this Declaration, the Condominium Plan or in the deed conveying the Condominium.

2.16 **Condominium Plan**. The term "Condominium Plan" means (i) the condominium plan recorded pursuant to California Civil Code Section 1351, and any amendments to the plan, and (ii) any recorded Condominium Plan or Plans, including any amendments thereto affecting any Phases which have been annexed pursuant to the provisions of this Declaration.

2.17 **County**. The term "County" refers to the County of Los Angeles, California.

2.18 **Declarant**. The term "Declarant" means KB HOME Greater Los Angeles Inc., a California corporation and its successors and assigns, if such successors and assigns acquire any or all of Declarant's interest in the Property for the purpose of purchase or sale, and Declarant has expressly transferred or assigned to such successors or assigns its rights and duties as Declarant to a portion or all of the Project. For any successor or assignee of "Declarant" to be deemed a Declarant under the terms of this Declaration, Declarant shall record in the County a certificate so designating said successor or assignee as Declarant. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such property by foreclosure, power of sale or deed in lieu of such foreclosure or sale.

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2.19 **Declaration**. The term "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Canterbury at Tesoro del Valle, as said Declaration may from time to time be amended or supplemented.

2.20 **DRE**. The term "DRE" means the California Department of Real Estate.

2.21 **Eligible Holder**. The term "Eligible Holder" means any First Mortgagee who has given written notice to the Association specifying their name and address of the Homesite subject to the Mortgage and requesting written notice of any or all of the events specified in this Declaration.

2.22 **Enforcement Assessments**. The term "Enforcement Assessments" means the assessments which are levied pursuant to the provisions of this Declaration.

2.23 **Fencing Exhibit**. The term "Fencing Exhibit" means the fencing exhibit which is attached hereto as **Exhibit "C"** which designates the location and maintenance of fences and walls in the Project. The Fencing Exhibit may be further modified or supplemented in a Supplementary Declaration.

2.24 **FHA**. The term "FHA" means the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to FHA's function of insuring notes secured by Mortgages on residential real estate.

2.25 **Final Subdivision Map**. The term "Final Subdivision Map" means the final subdivision map covering the Project.

2.26 **Fire Lanes**. The term "Fire Lanes" refers to each fire lane situated within the Association Property.

2.27 **First Mortgage**. The term "First Mortgage" means a Mortgage which has priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Homesite in the Project.

2.28 **First Mortgagee**. The term "First Mortgagee" means the Mortgagee of a First Mortgage.

2.29 **Fiscal Year**. The term "Fiscal Year" means the fiscal accounting and reporting period of the Association selected by the Board.

2.30 **Governing Documents**. The term "Governing Documents" collectively means to this Declaration and the Articles, Bylaws, Architectural Guidelines the Association Rules and any Supplementary Declarations.

2.31 **Homeowner Maintenance Guide**. The term "Homeowner Maintenance Guide" means the guide which may be prepared by the Declarant or its agents and provided to each Owner specifying obligations for maintenance of the Residential Units and Residences by the Owners, as updated and amended from time to time.

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2.32 **Homesite**. The term "Homesite" refers to each Condominium (including the Residence situated within the Residential Unit).

2.33 **Improvements**. The term "Improvements" means: (i) all buildings and structures and appurtenances thereto of every type and kind, including, but not limited to, residences and other buildings, walkways, trails, swimming pools and other recreational facilities, garages, sidewalks, walkways, fences, screening walls, block walls, retaining walls, awnings, patio and balcony covers, stairs, decks, balconies, trellises, landscaping irrigation systems, the exterior surfaces of any visible structure, paintings, antennae, poles, signs, solar or wind powered energy systems or equipment and water softener, heater or air conditioning and heating fixtures or equipment; (ii) the grading, excavation, filling or similar disturbance to the surface of the land; and (iii) any change or alteration of any previously installed improvement, including any change of exterior appearance, color or texture.

2.34 **Institutional Mortgagee**. The term "Institutional Mortgagee" means a First Mortgagee which is (i) a bank, savings and loan association, insurance or mortgage company or other entity or institution chartered under federal and/or state law; (ii) an insurer or governmental guarantor of a First Mortgage: (iii) any federal or State Agency; (iv) the State of California as the vendor under an installment land sales contract covering a Homesite; or (v) any other institution specified by the Board in a recorded instrument, who is the Mortgagee of a Mortgage or the beneficiary of a Deed of Trust encumbering a Homesite.

2.35 **Invitee**. The term "Invitee" means any person whose presence within the Project is approved by or is at the request of a particular Owner, including, but not limited to, lessees, tenants and the family, guests, employees or licensees of Owners or tenants.

2.36 **Maintenance Obligations**. The term "Maintenance Obligations" refers to the Association's obligations and each Owner's obligations to perform (i) all reasonable maintenance consistent with the terms of the Homeowner Maintenance Guide and the Association's Maintenance Guide, as applicable, any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided to the Association or the Owners by Declarant or any manufacturer; (ii) any commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property, as applicable, as updated and amended from time to time; and (iii) and maintenance obligations and requirements set forth in this Declaration as updated and amended from time to time.

2.37 **Master Architectural Control Committee**. The term "Master Architectural Control Committee" means the Architectural Committee established under the Master Declaration.

2.38 **Master Articles**. The term "Master Articles" means the Articles of Incorporation of the Master Association, as the same may from time to time be duly amended.

2.39 **Master Assessments**. The term "Master Assessments" means collectively or individually, as required by the context, to all or any of the assessments levied by the Master Association pursuant to the Article of the Master Declaration.

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2.40 **Master Association**. The term "Master Association" means the Tesoro del Valle Master Homeowners Association, a California nonprofit mutual benefit corporation, incorporated under the laws of the State of California, or any successor entity charged with the duties, obligations and powers of said Master Association.

2.41 **Master Bylaws**. The term "Master Bylaws" means the Bylaws of the Master Association as the same may from time to time be amended.

2.42 **Master Declaration**. The term "Master Declaration" means the Master Declaration of Establishment of Covenants, Conditions and Restrictions for Tesoro del Valle including the declarations providing for annexation of subsequent phases, if any, and any amendments thereto.

2.43 **Master Governing Documents**. The term "Master Governing Documents" refers to the Master Declaration, Master Bylaws, Master Articles of Incorporation and any Rules and Regulations and Architectural/Landscape Guidelines promulgated by the Master Association.

2.44 **Member**. The term "Member" means every person or entity who holds a membership in the Association.

2.45 **Module(s)**. The term "Module(s)" means each module(s) designated on the Condominium Plan. Each Module is a three-dimensional portion of the Property and has been created pursuant to California Government Code Section 66427. The lower and upper boundaries of each Module are set forth in the Condominium Plan. The lateral boundaries of each Module are vertical planes which are also described and depicted on the Condominium Plan. The Module includes all land and Improvements (whether now or hereafter located within its boundaries).

2.45.1 Residential Modules. The term "Residential Modules" refers to the Modules designated as Residential Modules on the Condominium Plan.

2.46 **Mortgage**. The term "Mortgage" means a recorded mortgage or deed of trust encumbering a Homesite in the Project.

2.47 **Mortgagee**. The term "Mortgagee" means a mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

2.48 **Notice and Hearing**. The term "Notice and Hearing" means the procedure which gives an Owner notice of an alleged violation of the Governing Documents and the opportunity for a hearing before the Board.

2.49 **Operating Rules**. The term "Operating Rules" refers to those Association Rules that constitute an operating rule under Civil Code Section 1357.100 *et seq.*

2.50 **Owner**. The term "Owner" means the record owner, whether one or more persons or entities, including Declarant, of any Homesite excluding those having such interest merely as security for the performance of an obligation.

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2.51 **Person**. The term "Person" means a natural individual or any legal entity recognized under California law. When the word "person" is not capitalized, the word refers only to natural persons.

2.52 **Phase**. The term "Phase" refers to that portion of the Property which is the subject of a separate Public Report issued by the DRE and which has been made subject hereto (i.e., by annexation with respect to Phases subsequent to the first Phase).

2.53 **Pollution Control Device**. The term "Pollution Control Devices" means those Pollution Control Devices located within the Private Streets installed to satisfy storm water pollution requirements.

2.54 **Private Streets**. The term "Private Streets" means to those streets, roads, drives and adjacent sidewalks within the Association Property, and related lighting, private drainage, Pollution Control Devices, sewage and water systems and other utility installations therein that are not maintained by a public agency or franchised utility within such streets, roads, drives or sidewalks.

2.55 **Project**. The term "Project" means all of the Property, together with all Improvements situated thereon.

2.56 **Property**. The term "Property" means all of the real property described in **Exhibit "A"** of this Declaration, and such Additional Property as may hereafter be brought within the jurisdiction of the Association.

2.57 **Public Report**. The term "Public Report" means the Final Subdivision Public Report issued by the DRE for a Phase in the Project.

2.58 **Regular Assessments**. The term "Regular Assessments" means the assessments which are levied pursuant to the provisions of this Declaration.

2.59 **Residence**. The term "Residence" refers to each residential dwelling situated within a Residential Unit.

2.60 **Residential Unit**. The term "Residential Unit" means the three-dimensional envelope of airspace, earth and water below and above the existing ground elevation delineated on the Condominium Plan. Each Residential Unit shall be a separate freehold estate not owned in common with the other Owners of Condominiums in the Project, as separately shown, numbered and designated in the Condominium Plan. The lower and upper boundaries of each Residential Unit are set forth in the Condominium Plan. The lateral boundaries of each Residential Unit are vertical planes which are also described and depicted in the Condominium Plan. Residential Units include the above-described area and all Improvements within such area, including, without limitation, the Residence, yard, garage, bearing walls, columns, floors, roofs, foundations, windows, central heating and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the point of connection with the main line, wherever located within the Residential Unit. In interpreting deeds and plans, the then existing physical boundaries of a Residential Unit, whether in its original state or reconstructed in substantial conformance with the

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original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movements of the building and regarding of minor variance between boundaries shown on the Condominium Plan or deed and those of the building.

2.61 **Special Assessments**. The term "Special Assessments" means the assessments which are levied pursuant to the provisions of **Section 6.4** of this Declaration.

2.62 **Supplemental Condominium Plan**. The term "Supplementary Condominium Plan" means any Condominium Plan which supplements a previously recorded Condominium Plan. A Supplemental Condominium Plan shall also include a Condominium Plan which is recorded by the Declarant (i) to correct technical errors in the originally recorded Condominium Plan, or (ii) after the completion of construction to show the actual "as-built" locations or dimensions of any component of the Project, which Supplemental Condominium Plan described in subsections (i) and (ii) above shall not require the consent of the Owners or the Association.

2.63 **Supplementary Declaration**. The term "Supplementary Declaration" means those certain declarations of covenants, conditions and restrictions, or similar instruments, which may do any or all of the following: (a) annex all or a portion of the Additional Property and/or designate Condominiums as a Phase, (b) identify areas referenced in this Declaration to be maintained by the Association, (c) make such other complementary additions and/or modifications necessary to reflect the different character of the Additional Property, (d) impose additional covenants and restrictions on the Additional Property, and/or (e) make technical or minor corrections to the provisions of this Declaration or previously recorded supplementary declaration(s).

2.64 **Tesoro Del Valle Community**. The term "Tesoro del Valle Community" shall mean all of the real property that is subject to the Master Declaration.

2.65 **VA**. The term "VA" means the Department of Veterans Affairs of the United States of America and any department or agency of the United States government which succeeds to VA's function of issuing guarantees of notes secured by Mortgages on residential real estate.

2.66 **Voting Power**. The term "Voting Power" refers to the Voting Power of the Association.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 **Ownership of Homesite**. Ownership of each Homesite within the Project shall include (a) fee title to a Residential Unit, (b) an undivided interest in the Common Area of the Module within the Phase in which the Residential Unit is situated as shown on the Condominium Plan, (c) a membership in the Association and Master Association, and (d) subject to the terms of the Governing Documents and the Master Governing Documents any exclusive or non-exclusive easement or easements appurtenant to such Homesite over the Association Property as described in this Declaration, the Condominium Plan, and the deed to the Homesite.

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3.2 **No Separate Conveyance**. The interest of each Owner in the use and benefit of the Common Area and Association Property shall be appurtenant to the Homesite owned by the Owner. No Homesite shall be conveyed by the Owner separately from the interest in the Common Area or the right to use the Association Property. Any conveyance of any Homesite shall automatically transfer the interest in the Common Area and the Owner's right to use the Association Property without the necessity of express reference in the instrument of conveyance.

3.3 **Delegation Of Use**. Any Owner entitled to the right and easement of use and enjoyment of the Association Property may delegate such Owner's rights provided in this Declaration to the use and enjoyment of the Association Property to his or her other tenants, contract purchasers or subtenants who reside in such Owner's Homesite, subject to reasonable regulation by the Board. An Owner who has made such a delegation of rights shall not be entitled to use or enjoyment of the Association Property for so long as such delegation remains in effect; other than access rights as are directly related to the Owner's rights and duties as landlord.

3.4 **Easements**. The ownership interests in the Association Property and Residential Units and each Owner's right of ingress and egress on the Association Property described in this Article are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Homesites and the Association Property, and the Declarant superior to all other encumbrances applied against or in favor of any portion of the Project. Individual grant deeds to Homesite may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Declaration Subject to Easements. Notwithstanding anything herein expressly or impliedly to the contrary, this Declaration and the Project shall be subject to all easements and rights-of-way shown on the Condominium Plan, Final Map and all other easements of record.

3.4.2 Utilities. There are reserved and granted for the benefit of the Residential Units, the Association Property, over, under, across and through the Project, reciprocal, non-exclusive easements for the maintenance, repair and replacement of the Utility Facilities.

3.4.3 Encroachment and Support. There are hereby reserved and granted for the benefit of each Homesite and the Association Property, over, under and across the Project, reciprocal non-exclusive easements for encroachment, support, occupancy and use of such portions of Homesites and/or Association Property as are encroached upon, used and occupied as a result of any original construction design, accretion, erosion, addition, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building, structure, or other improvements or any portion thereof, or any other cause. In the event any portion of the Project is partially or totally destroyed, the encroachment easement shall exist for any replacement structure which is rebuilt pursuant to the original construction design. The easement for the maintenance of the encroaching improvement shall exist for as long as the encroachments exists; provided, however, that no valid easement of encroachment shall be created due to the willful misconduct of the Association or any Owner. Any easement of encroachment may, but need not be, cured by repair and restoration of the structure.

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3.5 **Easements for Association Property**. Subject to the provisions of the Governing Documents, including the rights of the Association shall have, for himself or herself and such Owner's Invitees, a non-exclusive easement of access, ingress, egress, use and enjoyment of, in, to and over the Private Streets situated within the Association Property.

(a) Suspend Rights of Members. The Association shall have the right, after Notice and Hearing, to temporarily suspend an Owner's rights as a Member pursuant to the terms of this Declaration.

(b) Dedicate or Grant Easements. The Association shall have the right to dedicate and/or grant easements over all or any portion of the Association Property.

(c) Control Parking. Subject to the provisions of this Declaration, the Association shall have the right to control parking within the Association Property, and to promulgate rules and regulations to control parking in a manner consistent with this Declaration.

(d) Limit Guests. The Association shall have the right to limit, on a reasonable basis, the number of Invitees of the Owners using the facilities situated within the Association Property. Any such limitation or restrictions shall be set forth in the Association Rules.

(e) Association Right of Entry. The Association and the Association's agents shall have the right to enter the exterior of the Residential Unit as set forth in **Section 4.3.4** of this Declaration.

3.5.2 Easements for Drainage and Runoff. Each Residential Unit shall have an easement for drainage through the established drainage pipes and facilities. Such easements shall be subject to the restrictions set forth in the Section entitled "Drainage and Erosion Control."

3.5.3 Perform Association Functions. There is hereby reserved by Declarant for the benefit of Declarant and its duly authorized agents and representatives and granted to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration and in the other Governing Documents.

3.5.4 Easement To Declarant For Additional Property. Declarant shall have and hereby expressly reserves a non-exclusive easement over and across the Association Property and pathways, to the Additional Property until all of said Additional Property is annexed to the Project and the Residences are constructed thereon.

3.5.5 Easement To Master Association For Maintenance. There is hereby reserved by Declarant and granted to the Master Association and its duly authorized agents and representatives a non-exclusive easement for landscape maintenance purposes over and across those portions of the Project shown and described on **Exhibit "D"** attached hereto and incorporated herein.

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ARTICLE 4

THE ASSOCIATION

4.1 **The Organization**. The Association is a nonprofit mutual benefit corporation formed under the Nonprofit Mutual Benefit Law of the State of California. On the conveyance of the first Homesite to an Owner under a Public Report, the Association shall be charged with the duties and invested with the powers set forth in the Governing Documents.

4.2 **Association Action; Board of Directors And officers; Members' Approval**. Except as to matters requiring the approval of Members as set forth in the Governing Documents, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint. Such election or appointment shall be in accordance with the Governing Documents. Except as otherwise provided in this Declaration, the Articles and the Bylaws, all matters requiring the approval of Members shall be deemed approved if (i) Members holding a majority of the total Voting Power consent to them in writing as provided in the Bylaws, (ii) such matters are approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws or, (iii) in certain situations set forth in **Section 4.3.13** of this Declaration, such matters as are approved in accordance with the procedures set forth in **Section 4.3.13**.

4.3 **Powers of Association**. The Association shall have all the powers of a nonprofit corporation organized under the Nonprofit Mutual Benefit Corporation Law of California subject only to such limitations on the exercise of such powers as are set forth in the Governing Documents. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under the Governing Documents, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the powers set forth below. Notwithstanding the foregoing, the Association shall not undertake any of the activities described in **Section 4.5** below.

4.3.1 Assessments. The Association shall have the power to establish, fix, and levy assessments against the Owners and to enforce payment of such assessments, in accordance with the provisions of the Governing Documents.

4.3.2 Right of Enforcement and Notice and Hearing.

(a) Enforcement Actions. The Association in its own name and on its own behalf can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of the Governing Documents or any resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of these provisions. In addition, the Association can temporarily suspend the membership rights and privileges or can assess monetary penalties against any Owner or other person entitled to exercise such rights or privileges for any violation of the Governing Documents or Board resolutions.

(b) Notice Requirements. Before a decision to impose such a suspension or monetary penalties is reached by the Board, the aggrieved Owner shall be provided with an

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opportunity to be heard by the Board, orally or in writing, and shall be provided with at least fifteen (15) days written notice of such hearing, or any such longer period as may be required under California Corporations Code Section 7341, or any successor statute or law. Additionally, the Board shall provide written notice of any sanctions to be imposed and the reasons for such sanctions, not more than fifteen (15) days following the Board action. For the purposes of this Subsection, notice shall be given by any method reasonably calculated to provide actual notice. Notice may be hand-delivered to the Owner or sent by first class registered or certified mail, return receipt requested or overnight courier delivery and addressed to the Owner at the last address of the Owner shown on the Association's records, or any other method deemed reasonable by the Board for delivering notices.

4.3.3 Delegation of Powers, Professional Management. The Association can delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent, subject to the requirements of the **Section 4.6** entitled "Contracts."

4.3.4 Right of Entry and Enforcement. Except in the case of emergencies in which case no prior notice need be given, the Board or any authorized representative thereof shall have the right, upon forty-eight (48) hours prior notice and during reasonable hours, to enter upon the exterior of any Residential Unit and the improvements thereon for the purpose of (i) construction, maintenance or emergency repair, (ii) enforcing the provisions of this Declaration for the benefit of the Association Property, or (iii) maintaining and repairing the improvements located within said Residential Unit as provided in this Declaration. Such persons shall not be deemed guilty of trespass by reason of such entry.

4.3.5 Easements and Rights of Way. The Association may grant and convey to any third party, easements and licenses for use and rights of way in, on, over or under any Association Property in accordance with the provisions of this Declaration.

4.3.6 Dedication. The Association may dedicate any of the Association Property to an appropriate public authority for public use as provided for in this Declaration.

4.3.7 Capital Improvements. Subject to the terms of this Declaration, the Association may approve the construction, installation or acquisition of a particular capital improvement to the Association Property.

4.3.8 Personal Property. The Association may acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise, subject to the limitations set forth in **Section 4.5.2**.

4.3.9 Enter Into Subsidy or Maintenance Agreements. The Association shall have the power to enter into maintenance or subsidy agreements with Declarant.

4.3.10 Contract for Goods and Services. The Association shall have the power to contract for goods and services for the benefit of the Association Property and/or the Project necessary for the Association to perform its duties and obligations hereunder, subject to the limitations set forth in **Section 4.5** below.

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4.3.11 Borrow Funds. The Association shall have the right to borrow money to improve, repair or maintain the Association Property and to hypothecate any or all real or personal property owned by the Association, including pledging as collateral the assessment liens collected thereon provided that the borrowing of any money or hypothecation of any real or personal property in excess of five percent (5%) of the budgeted gross expenses of the Association shall require the approval by a majority of the Voting Power.

4.3.12 Rights Regarding Title Policies. If any title claims regarding the Association Property are made by any third party, the Association shall have the power to pursue such claims on any insurance policy held by the Owners or the Association and each Owner hereby delegates, on a non-exclusive basis, and assigns to the Association any rights it may have under its title insurance policies to the extent that the title claim relates to the Association Property.

4.3.13 Claims and Actions. Subject to the provisions of this Declaration, the Association shall have the power, but not the duty, to initiate, defend, settle, release or intervene in mediation, arbitration, judicial or administrative proceedings on behalf of the Association in matters pertaining to (a) the application or enforcement of this Declaration and (b) any and all claims, causes of action, damages and suits for defects relating in any way to the design or construction of the Association Property or any portion thereof, on behalf of all Owners; provided, however that no representative of Declarant on the Board shall vote on the initiation of any claim under California Civil Code Section 895 *et seq.*, such that from and after the first annual meeting of the Association, Declarant shall have no control over the Association's ability to decide whether to initiate a claim under such statutory provisions and in the event of such a vote, the affirmative vote of the two non-Declarant representatives on the Board shall be binding so long as a quorum of the Board is present at any meeting where such vote is taken. The Association and not the individual Members shall have the power to pursue any claims or other actions using the non-adversarial procedures for construction defects in the Association Property pursuant to Civil Code Section 895 *et seq.*, and any successor statutes or laws. Each Owner hereby agrees to designate such authority to the Association and assigns to the Association all power and authority as is necessary for any settlement or release of any such claims.

4.4 **Duties of the Association**. In addition to the powers described above, and without limiting their generality, the Association, has the obligation to perform each of the duties set forth below.

4.4.1 Water and Other Utilities. The Association shall have the duty to acquire, provide and pay for water and other services for the Association Property, to the extent necessary.

4.4.2 Utilities Suppliers. The Association shall have the duty to permit utility suppliers and other providers of any telecommunications or other services to use portions of the Association Property reasonably necessary to the ongoing development and operation of the Project.

4.4.3 Maintenance Guides. The Association shall maintain at the offices of the Association a copy of the Homeowner Maintenance Guide provided by Declarant to the Owners and shall make available to every Owner upon request a copy, a copy of the Homeowner Maintenance Guide for the Owner's Residential Unit. The Association shall also comply with

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provisions of the Association's Maintenance Guide provided by Declarant to the Association. The Board shall, from time to time, make appropriate revisions to the Association's Maintenance Guide based on the Board's review thereof, to update such guide to provide for maintenance according to current industry practices so long as such changes do not reduce the useful life or functionality of the items being maintained.

4.4.4 Maintenance of Project. The Association shall landscape, maintain and/or replace and repair the Association Property, and any other portions of the Project described in **Article 8** pursuant to the provisions of this Declaration and the Association Maintenance Guide.

4.4.5 Members' Approval of Certain Actions. In the event that any claim or other actions brought by the Association against Declarant, including but not limited to claims brought under California Civil Code Section 895 et seq., and any successor statutes or laws, involving allegations of construction defects relating to the Association Property is not resolved pursuant to the non-adversarial procedures set forth in California Civil Code Sections 910 through 938 and any successor statutes or laws, the Association shall not initiate a further action or arbitration proceeding under **Section 17.5** of the Declaration, or otherwise without first obtaining the consent of the Owners other than Declarant, constituting a quorum of more than fifty percent (50%) of the Owners of the Association casting a majority of the votes at a meeting or election of the Association conducted in accordance with the provisions of California Corporations Code Sections 7510 et seq. and 7613 and any successor statutes or laws.

4.4.6 Association Rules. The Board shall adopt, amend and repeal the Association Rules as it deems reasonable. The Association Rules shall govern the Project. However, the Association Rules shall not be inconsistent with or materially alter any provisions of the Governing Documents. A copy of the Association Rules, as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. In case of any conflict between any of the Association Rules and any other provisions of this Declaration, the conflicting Association Rule shall be deemed to be superseded by the provisions of the Governing Documents. Notwithstanding the foregoing, with regard to the Operating Rules, the Association shall comply with the requirements and procedures set forth in Civil Code Section 1357.100 et seq.

4.4.7 Insurance. The Association shall have the duty to obtain, from reputable insurance companies licensed to do business in California and maintain the insurance described in the Article hereof entitled "Insurance."

4.4.8 Notice Prior to Litigation. The Association shall notify all Owners of any litigation filed for or on behalf of the Association pursuant to the provisions of **Section 17.5** of this Declaration.

4.4.9 Financial Matters. The Association shall have the duty to prepare annual Budgets, reports, balance sheets and operating statements for the Association as required under the Governing Documents.

4.4.10 Use of Proceeds to Repair. If the Association receives, on its own behalf any proceeds as a result of any construction defect or other claims or litigation brought by the Association, then the Association shall apply such proceeds first for the purpose of repairing such

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defects or replacing reserve funds previously utilized by the Association to cause such repairs and then, to the costs of such litigation. Any excess proceeds shall be applied as determined by the Board, subject to any requirements established by the non-profit mutual benefit laws of the State of California and any other applicable laws.

4.4.11 Warranties. The Board shall comply with the terms of any warranty in favor of the Association for any equipment or facilities within the Association Property or Common Area. The Association acknowledges that certain warranties require the Association to maintain certain maintenance contracts in effect and, to the extent the Board discontinues such maintenance contracts, the effectiveness of the warranty may be impaired or eliminated.

4.4.12 Indemnification.

(a) For Association Representatives. To the fullest extent authorized by law, the Association has the power and duty to indemnify Board members, Association officers, and all other Association committee members for all damages, pay all expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action brought because of performance of an act or omission within what such person reasonably believed to be the scope of the Person's Association duties ("Official Act"). Board members, Association officers, and all other Association committee members are deemed to be agents of the Association when they are performing Official Acts for purposes of obtaining indemnification from the Association pursuant to this Section. The entitlement to indemnification under this Declaration inures to the benefit of the estate, executor, administrator and heirs of any Person entitled to such indemnification.

(b) For Other Agents of the Association. To the fullest extent authorized by law, the Association has the power, but not the duty, to indemnify any other Person acting as an agent of the Association for damages incurred, pay expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action because of an Official Act.

(c) Provided by Contract. The Association also has the power, but not the duty, to contract with any Person to provide indemnification in addition to any indemnification authorized by law on such terms and subject to such conditions as the Association may impose.

4.5 **Limitations On Authority of Board**. The Board shall not take any of the actions listed below except with the vote or written consent of (a) a majority of the Members of each of Class A and Class B during the time the Class B voting structure set forth in **Section 5.2** of this Declaration is in effect; or (b) except with the vote at a meeting of the Association or by written ballot without a meeting pursuant to Corporations Code Section 7513 of at least a majority of the Members of the Association including at least a majority of Association Members other than Declarant after conversion to a single Class A voting membership.

4.5.1 Limit on Capital Improvements. The Board shall not, without obtaining the consent of the Members as set forth above, incur aggregate expenditures for capital improvements to the Association Property in any Fiscal Year in excess of five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year.

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4.5.2 Limit on Sales of Association Property. The Board shall not, without obtaining the consent of the Members as set forth above, sell during any Fiscal Year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year.

4.5.3 Limit on Compensation. The Board shall not, without obtaining the consent of the Members as set forth above, pay compensation to members of the Board for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5.4 Limit on Third Person Contracts. The Board shall not, without obtaining the consent of the Members as set forth above, enter into a contract with a third person wherein the third person will furnish goods or services for the Association Property or the Association for a term longer than one year with the following exceptions:

(a) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration;

(b) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(c) An agreement for cable television services and equipment or satellite television services or equipment of not to exceed (5) five years duration; provided that the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more; or

(d) A prepaid casualty and/or liability insurance policy not to exceed three (3) years duration; provided that the policy permits for short-rate cancellation by the insured; and/or

(e) A contract for a term not to exceed three (3) years that is terminable by the Association after no longer than one year without cause, penalty or other obligations upon ninety (90) days written notice of termination to the other party;

(f) A contract approved by the DRE;

(g) Any maintenance agreement for the maintenance of any portion of the Association Property which is required as a condition to the effectiveness of any warranty in favor of the Association.

4.5.5 Prohibited Functions.

(a) Property Manager. The Association Manager shall at all times be a professional manager operating as an independent contractor. The Association shall have the right to designate a portion of the Association Property for use as an on-site manager's office.

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(b) Off-Site Nuisances. The Association shall not use any Association funds or resources to abate any annoyance or nuisance emanating from outside the physical boundaries of the Property.

(c) Political Activities. The Association shall not (i) participate in federal, state or local political activities or activities intended to influence a governmental action affecting areas outside the boundaries of the Property (e.g. endorsement or support of (A) legislative or administrative actions by a local governmental authority, (B) candidates for elected or appointed office, or (C) ballot proposals, or (ii) conduct, sponsor, participate in or expend funds or resources or any activity, campaign or event, including any social or political campaign, event or activity which is not directly and exclusively pertaining to the authorized activities of the Association. There shall be no amendment of this Section so long as Declarant, owns the Property or Additional Property.

(d) Obstruction of Fire Lanes. The Association shall not obstruct any Fire Lanes or other access roadways within the Project with traffic-calming devices such as speed bumps or with control gates, bollards or other modifications without the prior written approval of the County Fire District, Fire Safety Division.

4.6 Contracts. Any agreement for professional management of the Project or any agreement providing for services of the Declarant shall be for a term not to exceed one (1) year without the consent of a majority of each class of Members; provided, however, that in no event shall such an agreement exceed a term of three (3) years. Any such agreement shall provide that the agreement may be terminated by either party without cause and without payment of a termination fee upon not more than ninety (90) days written notice.

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4.7 **Personal Liability**. No member of the Board, or of any committee of the Association, or any officer of the Association, or any manager, or Declarant, or any agent or employee or consultant of Declarant (each a "Management Party"), shall be personally liable to any Owner, or to any other party, including the Association, for any error or omission of any Management Party if such person or entity has, on the basis of such information as may be possessed by him or her, acted in good faith without willful or intentional misconduct. In addition to the foregoing, as more particularly specified in California Civil Code Section 1365.7 and any successor statutes or laws, any person who suffers bodily injury, including, but not limited to, emotional distress or wrongful death as a result of the tortious act or omission of a member of the Board who resides in the Project either as a tenant or as an Owner of no more than two (2) Residential Units, and who, at the time of the act or omission, was a "volunteer" as defined in California Civil Code Section 1365.7 and successor statutes or laws, shall not recover damages from such Board member, if such Board member committed the act or omission within the scope of his or her Association duties, while acting in good faith and without acting in a willful, wanton or grossly negligent manner, provided that all of the requirements of California Civil Code Section 1365.7, or any successor statute or law, have been satisfied.

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

5.1 **Membership.**

5.1.1 Qualifications. Each Owner of a Homesite which is subject to assessment, including Declarant, shall be a Member of the Association. Ownership of a Homesite or interest in it shall be the sole qualification for membership in the Association. Each Owner shall remain a Member of the Association until his or her ownership or ownership interest in all Homesites in the Project ceases at which time his or her membership in the Association shall automatically cease. Persons or entities who hold an interest in a Homesite merely as security for performance of an obligation are not to be regarded as Members.

5.1.2 Members' Rights and Duties. Each Member shall have the rights, duties, and obligations set forth in the Governing Documents, as the same may from time to time be amended.

5.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, one or more Homesites shall be appurtenant to each such Homesite, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such Homesite or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Homesite or interest in it shall operate automatically to transfer the appurtenant membership right in the Association to the new Owner. Declarant's Class C membership may not be transferred except to a successor to Declarant's rights to all or a portion of the Project. Transfer of Declarant's Class C membership shall be evidenced by the recordation in the Office of the County Recorder of an Assignment of Declarant's Rights which specifically assigns such Declarant's Class C membership rights.

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5.1.4 Commencement of Voting Rights. An Owner's right to vote, including Declarant, shall not vest until Regular Assessments have been levied upon such Owner's Homesite as provided in this Declaration. All voting rights shall be subject to the restrictions and limitations provided for herein and in the other Governing Documents.

5.2 **Number of Votes**. The Association shall have three (3) classes of voting membership:

5.2.1 Class A Members. Class A Members shall be all Owners, with the exception of Declarant (until the conversion of Declarant's Class B membership to Class A members as provided in Section 5.2.2 below), and shall be entitled to one (1) vote for each Homesite owned. When more than one (1) person holds an interest in any Homesite, all such persons shall be Members. The vote for such Homesite shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Homesite.

5.2.2 Class B Members. Class B Member(s) shall be Declarant who shall be entitled to three (3) votes for each Homesite owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(a) On the second anniversary of the first close of escrow of a Homesite in a Phase covered by the most recently issued Public Report for any Phase of the Project; or

(b) The fourth anniversary of the first close of escrow of a Homesite covered by the original Public Report for the first Phase of the Project.

As long as Class B membership exists, no action by the Association that must have the prior approval of the Association Members shall be deemed approved by the Members unless approved by the appropriate percentage of Class A and Class B Members, except as set forth in **Section 4.4.5** of this Declaration. Upon conversion to a single Class A voting membership, any action by the Association that must have the prior approval of the Members will require approval by at least a majority of the Members of the Association including at least a majority of Members other than Declarant.

5.2.3 Class C Member. The Class C Member shall be Declarant (whether or not Declarant is an Owner). The Class C membership shall not be considered a part of the Voting Power of the Association and Declarant shall not be entitled to exercise any Class C votes except for the purpose of electing a majority of the members of the Board pursuant to the provisions set forth below. The Class C Member shall be solely entitled to elect a majority of the members of the Board until the day after the first annual meeting of the Members of the Association as further provided in the Bylaws; provided that during the initial three-year terms of the Board members elected by the Class C Member, the Class C Member shall be entitled to replace any Member of the Board initially elected by Declarant using its Class C membership upon the death, resignation or removal of any such Board member.

5.2.4 Joint Owner Votes. The voting rights for each Homesite may not be cast on a fractional basis. If the joint Owners of a Homesite are unable to agree among themselves as to

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how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Homesite, it will be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Homesite. If more than one (1) person or entity exercises the voting rights for a particular Homesite, their votes shall not be counted and shall be deemed void.

5.2.5 Accrual of Voting Rights. No voting rights shall accrue to any Owner until Regular Assessments have first commenced for such Owner's Homesite.

ARTICLE 6

ASSESSMENTS AND DUES

6.1 Creation of Lien And Personal Obligation For Assessments. Declarant, for each Homesite owned within the Property, hereby covenants, and each Owner of a Homesite by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association all assessments levied pursuant to the provisions of this Declaration. All assessments levied hereunder, together with interest, costs and reasonable attorneys' fees assessed hereunder, shall be a charge on the land and shall be a continuing lien upon the Homesite against which each such assessment is made, the lien to be effective upon recordation of a notice of delinquent assessments. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Homesite at the time when the assessment fell due and shall bind his or her heirs, devisees, personal representatives and assigns. Unlike the lien for non-delinquent assessments, the personal obligation for delinquent assessments shall not pass to successive Owners, unless expressly assumed by such successive Owner. No such assumption of personal liability by a successive Owner (including a contract purchaser under an installment land contract) shall relieve any Owner against whose Homesite the lien was levied, from personal liability for delinquent assessments. If more than one person or entity was the Owner of a Homesite, the personal obligation to pay such assessment or installment respecting such Homesite shall be both joint and several.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to perform the obligations and duties of the Association, including, but not limited to the improvement and maintenance of the Association Property and for any other maintenance responsibilities of the Association, to pay assessments due from the Project under the Master Declaration, and to reimburse the Association for the costs incurred in bringing an Owner into compliance with the Governing Documents. The Association shall not impose or collect any assessment, penalty or fee that exceeds the amount necessary for the purpose or purposes for which it is levied.

6.3 Regular Assessments.

6.3.1 Payment of Regular Assessments. Regular Assessments for each Fiscal Year shall be established when the Board approves the Budget for that Fiscal Year, which Budget shall be prepared in accordance with the provisions of this Declaration. Regular Assessments shall be levied on a Fiscal Year basis. Unless otherwise specified by the Board, Regular Assessments

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shall be due and payable in monthly installments on the first day of each month during the term of this Declaration. Declarant's obligation for such Regular Assessments may be reduced in accordance with the terms of any maintenance or subsidy agreement executed by Declarant and the Association.

6.3.2 Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a Budget as described in the Article of the Bylaws entitled "Budget and Financial Statements."

6.3.3 Restrictions for Tax Exemption. As long as the Association seeks to qualify and be considered as an organization exempt from federal and state income taxes pursuant to Internal Revenue Code Section 528 and California Revenue and Taxation Code Section 23701t and any amendments thereto, then the Board shall prepare its annual Budget and otherwise conduct the business of the Association in such a manner consistent with federal and state requirements to qualify for such status.

6.3.4 Assessments After Annexation.

(a) Reallocation of Assessments. After conveyance of the first Homesite in a Phase, the assessments in the Budget shall be reallocated among all Homesites in the Project, including those in the annexed Additional Property, in the same manner as described above.

(b) Revision of Budget. Notice of the new Regular Assessment to be levied against each Homesite in the Project shall be delivered to the Owners and Declarant within sixty (60) days after the close of escrow for the first Homesite sold in the new Phase.

6.3.5 Non-Waiver of Assessments. If, before the expiration of any Fiscal Year, the Association fails to fix Regular Assessments for the next Fiscal Year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

6.4 **Special Assessments**. If the Board determines that the estimated total amount of funds necessary to defray the Common Expenses of the Association for a given Fiscal Year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on, damage and destruction or condemnation of, the Association Property or any other areas which the Association is obligated to maintain, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board and does not exceed five percent (5%) of the budgeted gross expenses of the Association, it shall become a Special Assessment; provided, however, that such limitation shall not apply to Special Assessments levied by the Board to replenish the Association's reserve account as provided in Section 9.3 of the Bylaws. Except for Special Assessments levied pursuant to Section 9.3 of the Bylaws, any Special Assessment in excess of five percent (5%) of the budgeted gross expenses of the Association shall be subject to the limitations set forth in **Section 6.7** below. The Board may, in its discretion, prorate such Special Assessment over the remaining months of the Fiscal Year or levy the assessment immediately against each Homesite. Unless exempt from federal or state income taxation, all proceeds from any Special Assessment

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shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service or the California Franchise Tax Board in order to avoid, if possible, its taxation as income of the Association.

6.5 **Capital Improvement Assessment.** In addition to any other assessments provided for hereunder, the Association may levy a Capital Improvement Assessment for the purpose of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement in accordance with the provisions of **Section 4.3.7.** Capital Improvement Assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate. Increases in Capital Improvement Assessments shall be subject to the limitations set forth in **Section 6.7** below.

6.6 **Enforcement Assessments.** The Association may levy an Enforcement Assessment against any Owner who causes damage to the Association Property or any other areas which the Association is obligated to maintain or for bringing an Owner or his or her Homesite into compliance with the provisions of the Governing Documents and/or any other charge designated an Enforcement Assessment in the Governing Documents, together with attorneys' fees, interest and other charges related thereto as provided in this Declaration. In the event the Association undertakes to provide materials or services which benefit individual Owners, then such Owners in accepting such materials or services agree that the costs thereof shall be an Enforcement Assessment. The Board shall have the authority to adopt a reasonable schedule of Enforcement Assessments for any violation of the Governing Documents. If, after Notice and Hearing as required by this Declaration and which satisfies Section 7341 of the California Corporations Code, and any successor statutes or laws, the Owner fails to cure or continues such violation, the Association may impose an additional fine each time the violation is repeated, and may assess such Owner and enforce the Enforcement Assessment as herein provided for nonpayment of an assessment. A hearing committee may be established by the Board to administer the foregoing. Notwithstanding any other provision in this Declaration to the contrary, except as provided in **Section 6.12.1** of this Declaration, Enforcement Assessments are assessments but they may not become a lien against the Owner's Homesite that is enforceable by a power of sale under California Civil Code Sections 2924, 2924b and 2924c or any successor statute or laws. This restriction on enforcement is not applicable to late payment penalties for delinquent assessments or charges imposed to reimburse the Association for loss of interest or for collection costs, including reasonable attorneys' fees, for delinquent assessments.

6.7 **Changes to Assessments.**

6.7.1 Limitation on Assessments. From and after January 1st of the year immediately following the conveyance of the first Condominium to an Owner, other than Declarant, the maximum annual Regular Assessment may not, except in the case of an Emergency (as hereinafter defined), be increased by an amount greater than twenty percent (20%) of the Regular Assessments for the preceding Fiscal Year and Special Assessments and Capital Improvement Assessments shall not be imposed that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year, without the consent of the Owners, constituting a quorum and casting a majority of the votes at a meeting or election of the Association conducted in accordance with the provisions of California Corporations Code

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Sections 7510 *et seq.* and 7613 and any successor statutes or laws. The Board may not increase the Regular Assessments for any Fiscal Year unless it has complied with California Civil Code Section 1365.5 and any successor statutes or laws. For the purpose of this Section, a quorum shall mean more than fifty percent (50%) of the Owners of the Association and an Emergency shall mean any one of the following:

(a) an extraordinary expense required by an order of a court;

(b) an extraordinary expense necessary to repair or maintain the Common Area, Association Property or any part of the Project which is the responsibility of the Association to maintain where a threat to personal safety on the Project is discovered; or

(c) an extraordinary expense necessary to repair or maintain the Common Area and Association Property or any part of the Project for which the Association is responsible to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the Budget required under this Declaration and the Bylaws and California Civil Code Section 1365 and any successor statutes or laws; provided, however, that prior to the imposition or collection of a Regular Assessment under this Section, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense which is involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of Regular Assessment. For the purpose of calculating whether an increase to Regular Assessments exceeds twenty percent (20%), the term "Regular Assessments" shall be deemed to include the amount assessed against each Condominium by the Association as a Regular Assessment plus any amount paid by the Declarant as a subsidy pursuant to any subsidy agreements, to the extent such subsidy payments offset any amount which would otherwise be paid by Owners as Regular Assessments. Any increases authorized under this Section shall not be imposed unless the Board has complied with the budgetary requirements set forth in Article 9 of the Bylaws with respect to the Fiscal Year for which an assessment is being levied.

Notice to Owners. The Association shall provide notice by first class mail to the Owners of any increase in the Regular Assessments or Special Assessments of the Association, not less than thirty (30) days and not more than sixty (60) days prior to the increased assessment becoming due and payable.

6.8 Uniform Rate of Assessment. Regular and Special Assessments and Capital Improvements Assessments shall be fixed at a uniform rate for all Homesites and may be collected on a monthly basis and shall be determined by dividing the amount of the assessment by the total number of Homesites then within the Project and subject to assessment. Enforcement Assessments shall be levied directly to the individual Homesites.

6.8.1 Other Assessments. Special Assessments shall be allocated equally to all Homesites. Enforcement Assessments shall be levied directly to the individual Homesites in a manner consistent with the provisions of this Declaration.

6.9 Date of Commencement of Regular Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Homesites subject to this Declaration on

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the first day of the month following the conveyance of the first Homesite to an Owner under authority of a Public Report. As to any Additional Property which is thereafter annexed into the Project pursuant to a Supplementary Declaration, the Regular Assessments shall commence as to all of the Homesites within such Phase upon the first day of the first month following the closing of the sale of the first Homesite in such Phase or such earlier date as may be selected by Declarant for the commencement of assessments in such Phase. In no event shall any sale or leaseback of any Homesite in the Project being used as a model home, sales office, design center, construction office or similar purpose by Declarant (collectively, a "Model Home") and which are not occupied by a homeowner cause the commencement of assessments in a Phase for which assessments have not otherwise commenced. Notwithstanding the foregoing, Declarant may elect to commence to pay Regular Assessments on a Phase prior to the conveyance in such Phase to an Owner under a Public Report and, in such case, Declarant shall have the voting rights as to the Homesites in such Phase pursuant to **Section** 5.2 of this Declaration.

6.10 **Notice and Assessment Installment Due Dates**. A single ten (10) day prior written notice of each Special Assessment and Capital Improvement Assessment shall be given to each Owner. The due dates for the payment of installments normally shall be the first day of each month unless some other due date is established by the Board. Each installment of Regular Assessments, Special Assessments and Capital Improvement Assessments shall become delinquent if not paid within fifteen (15) days after its due date. There shall accrue with each delinquent installment a late charge, interest charge to be set by the Board and reasonable costs of collection, including attorneys' fees, but which shall not, in any event, exceed the maximum rates permitted under California Civil Code Section 1366, or any successor statute or law.

6.11 **Estoppel Certificate**. The Board on not less than ten (10) days prior written request shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default as to such Owner's Homesite under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such Homesite. Any such statement may be relied on by any prospective purchaser or Mortgagee of the Homesite, but reliance on such statement may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

6.12 **Collection of Assessments, Liens**.

6.12.1 Right to Enforce. The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative can enforce the obligations of the Owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to **Section 6.12.6** enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other Additional Charges described in **Section 6.13** shall be maintainable without foreclosing or waiving the lien rights. Notwithstanding anything else to the contrary herein, a monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Documents or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Association Property and facilities for which the Member was allegedly responsible or in bringing the Member and his or her Residential Unit

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into compliance with the Governing Documents of the Association may not be characterized nor treated as an assessment which may become a lien against the Member's Residential Unit enforceable by a sale of the interest hereunder. The limitation in the preceding sentence however, does not apply to any Additional Charges.

6.12.2 Notice of Assessments and Foreclosure. The Association shall distribute a written notice regarding assessments and foreclosure as set forth in California Civil Code Section 1365.1 during the sixty (60) day period immediately preceding the beginning of the Association's Fiscal Year.

6.12.3 Delinquent Assessments. The Association shall comply with the requirements of California Civil Code Section 1367.1 and any successor statutes or laws when collecting delinquent assessments. The Board or its authorized representative must send to the delinquent Owner or Owners, at least thirty (30) days prior to the recordation of a lien against the delinquent Owner's Homesite (as set forth in **Section 6.12.4**), a written notice by certified mail, which notice shall contain all of the information specified in California Civil Code Section 1367.1 and any successor statutes or laws ("Initial Notice"). The delinquent Owner may dispute the debt noticed pursuant to the Initial Notice by submitting to the Board a written explanation of the reasons for the delinquent Owner's dispute ("Owner Explanation"). The Board shall respond to the Owner Explanation in writing to the delinquent Owner within the time frame set forth in California Civil Code Section 1367.1 and any successor laws or statutes. The delinquent Owner may submit a written request to the Board to meet with the Board to discuss a payment plan for the debt noticed in the Initial Notice. The Board shall meet with the delinquent Owner in executive session within the time frame set forth in California Civil Code Section 1367.1 and any successor laws or statutes. The Association shall provide the Owners the standards for payment plans if any exists.

6.12.4 Creation of Lien. If there is a delinquency in the payment of any assessment, or installment on a Homesite any amounts that are delinquent, together with the late charge described in California Civil Code Section 1366 and any successor statutes or laws, interest at the rate permitted in such Section, and all costs that are incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees, shall be a lien against such Homesite upon the recordation in the Office of the County Recorder of a notice of delinquent assessment ("Notice of Delinquent Assessment") as provided in California Civil Code Section 1367.1 and any successor statutes or laws. After its recordation, the Notice of Delinquent Assessment shall be mailed to all Owners of record as provided in California Civil Code Section 1367.1 and any successor statutes or laws.

6.12.5 Assignment. The Association may not voluntarily assign or pledge the Association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party except where provided under California Civil Code Section 1367.1(g) and any successor statutes or laws.

6.12.6 Notice of Default; Foreclosure. The Board or its authorized representative can record a notice of default and can cause the Homesite with respect to which a notice of default has been recorded to be sold in the same manner as a sale is conducted under California Civil Code Sections 2924, 2924b and 2924c and any successor statutes or laws, or through judicial

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foreclosure, and as provided in California Civil Code Section 1367.1 and any successor statutes or laws. However, as a condition precedent to the holding of any such sale under Section 2924c, appropriate publication shall be made. In connection with any sale under Section 2924c, the Board is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in California as trustee for purposes of conducting the sale. The fee of the trustee shall not exceed the amounts prescribed in California Civil Code Sections 2924c and 2924d. If (a) a delinquency is cured before sale, or before completing a judicial foreclosure, or (b) if it is determined that a lien previously recorded against a Homesite was recorded in error, the Board or its authorized representative, within the time frame set forth in California Civil Code Section 1367.1 and any successor statutes or laws, shall cause to be recorded in the office of the County Recorder a certificate setting forth the satisfaction or rescission of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorneys' fees by any delinquent Owner. If the lien was satisfied, the Association shall provide the delinquent Owner a copy of the lien release or notice that the delinquent assessment has been satisfied and if the Association filed a rescission of the lien, then the Association shall provide such Owner with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission. Any payments made on delinquent assessments shall be applied in accordance with California Civil Code Section 1367.1 and any successor statutes or laws. On becoming delinquent in the payment of any assessments, or installments each delinquent Owner shall be deemed to have absolutely assigned all rent, issues and profits of Owner's Homesite to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Homesite at foreclosure sale and to acquire, hold, lease, mortgage and convey the Homesite and vote as an Owner of the Homesite.

6.12.7 Payments Under Protest. Notwithstanding any other provisions set forth in this **Section 6.12**, the Owners shall have the right to make certain payments under protest and be entitled to alternative dispute resolution as provided in California Civil Code Sections 1354, 1366.3, 1367.1, and any successor statutes or laws, as provided in **Section 17.5** of this Declaration.

6.12.8 Payment of Assessments. Any payments under sums due under the Declaration shall first be applied to assessments owed, and only after assessments owed has been paid in full shall the payments be applied to the fees and costs of collections, attorney's fees, late charges or interest. If an Owner requests a receipt after payment of a delinquent assessment, the Association shall provide a receipt which sets forth the date of payment and the individual who received such payment.

6.13 Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay Additional Charges incurred or levied by the Board including such additional costs, fees, charges and expenditures as the Association may incur or levy in the process of collecting from that Owner monies due and delinquent subject to California Civil Code Section 1362.1(j) and any other successor laws or statutes. Additional Charges shall include, but not be limited to, the following:

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6.13.1 Attorneys' Fees. Reasonable attorneys' fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;

6.13.2 Late Charges. A late charge in an amount to be fixed by the Board in accordance with Civil Code Section 1366, or any successor statutes or laws, to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period established by law;

6.13.3 Costs of Suit. Costs of suit and court costs incurred as are allowed by the court;

6.13.4 Interest. Interest to the extent permitted by law; and

6.13.5 Other. Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

6.14 Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of California in effect at the time any assessment, or installment, becomes delinquent or any lien is imposed.

6.15 Subordination of Lien to First Mortgages. When a Notice of Delinquent Assessment has been recorded, such assessment shall constitute a lien on such delinquent Owner's Homesite prior and superior to all other liens, except, (a) all taxes, (b) bonds, assessments and other levies which, by law, would be superior thereto, and (c) any First Mortgage now or hereafter placed upon any Homesite subject to assessment. The sale or transfer of any Homesite pursuant to judicial or nonjudicial foreclosure (excluding a transfer by a deed in lieu of foreclosure) of a First Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Homesite from any assessments thereafter becoming due or from the lien of any subsequent assessment. Where the Mortgagee of a First Mortgage or other purchaser of a Homesite obtains title to the same as a result of foreclosure (excluding a transfer by a deed in lieu of foreclosure), such acquiror of title, his or her successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Homesite that became due prior to the acquisition of title to such Homesite by such acquiror, except for a share of such charges or assessments resulting from a reallocation of such charges or assessments which are made against all Homesites.

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

6.17 Personal Liability of Owner. No Owner may exempt himself or herself from personal liability for assessments, nor any part thereof, levied by the Association, nor release the Homesite owned by him or her from the liens and charges hereof by waiver of the use and enjoyment of the Association Property and facilities thereof, or by abandonment of such Owner's Homesite.

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6.18 **Transfer of Property**. After transfer or sale of property within the Project, the selling Owner or Owners shall not be liable for any assessment levied on such Owner or Owner's Homesite after the date of such transfer of ownership and written notice of such transfer is delivered to the Association. The selling Owner shall still be responsible for all assessments and charges levied on his or her property prior to any such transfer.

6.19 **Failure to Fix Assessments**. The omission by the Board to fix the assessments hereunder before the expiration of any year, for that or the next year, shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration or a release of the Owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

6.20 **Property Exempt from Assessments**. The Association Property shall be exempt from the assessments, charges and liens created herein. Although no land or improvements devoted to dwelling use in the Project shall be exempt from assessments by the Association, Declarant and the Owners shall be exempt from paying any portion of Regular Assessments which is for the purpose of defraying expenses and reserves directly attributable to the existence of any Improvements on the Association Property which are not complete at the time assessments commence, which exemption shall be in effect only until the earlier to occur of the following: (i) a notice of completion for the subject Association Property has been recorded, or (ii) the Association Property has been placed into use.

6.21 **Initial Capital Contributions**. A contribution in an amount equal to two (2) months of the amount of the then annual Regular Assessment for the Homesite in the first Phase multiplied by the number of Homesites in the first Phase shall be paid to the Association. All Owners acquiring fee title from Declarant shall pay a pro rata share of the total contribution.

ARTICLE 7

USE RESTRICTIONS

7.1 **Restrictions of Master Declaration**. Each Owner and the Association shall comply with all of the restrictions set forth in the Master Declaration, including, without limitation, all of the use restrictions set forth in **Article 8** of the Master Declaration. To the extent that any restriction in the Master Declaration requires approval of the Declarant, the Master Architectural Control Committee and/or the Board, then, for purposes of compliance with this Declaration, Owner shall, in addition to obtaining the necessary approvals under the Master Declaration also obtain approval from the Declarant and the Board under this Declaration. The provisions set forth in this **Article 7** are in addition to the restrictions set forth in the Master Declaration and each Owner shall, in addition to complying with the restrictions set forth in the Declaration, comply with the restrictions set forth in the Master Declaration. In the event of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control.

7.2 **Mechanics Liens**. No Owner may cause or permit any mechanic's lien to be filed against the Project for labor or materials alleged to have been furnished or delivered to the Project or any Homesite for such Owner, and any Owner who does so shall immediately cause the lien to

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be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may, discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

7.3 **Outside Drying and Laundering**. No exterior clothesline shall be erected or maintained within the Project and there shall be no exterior drying or laundering of clothes within any yard areas of a Homesite.

7.4 **Basketball Standards**. No basketball standards or fixed sports apparatus shall be attached to any Residence except as approved by the Master Architectural Committee. Portable basketball apparatus shall be permitted so long as such apparatus is moved into the interior of the garage by 9:00 P.M. The Association Rules may further limit the use or placement of portable basketball apparatus.

7.5 **Exterior Lighting**. Any exterior electrical, gas or other artificial lighting installed on any Homesite shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Homesite(s). Further rules regarding exterior lighting may be promulgated by the Board.

7.6 **Compliance With Requirements Regarding Project Storm Water Pollution**. Each Owner acknowledges that unlike the water in the sewer system in the Owner's Residence, which flows to wastewater treatment plans, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and such Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from an Owner's Residential Unit into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all requirements of any other governmental agencies having jurisdiction over the Property. All Owners within the Project and the Association are required to comply with such restrictions. Owners are encouraged to consult with the County, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials.

7.6.1 Storm Water Pollution Prevention Best Management Practices. To comply with the requirements of the County in connection with the storm water pollution prevention best management practices, each Owner and the Association agrees that it will, at all times, maintain all Improvements located within a Residential Unit, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that the Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping

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has been installed, and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles within Owner's Residential Unit shall be closed at all times except when disposing of trash. The Association and the Owners shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as Common Expenses.

7.6.2 Liability to Declarant. So long as Declarant owns any Condominium, if an Owner or the Association is not in compliance with the provisions of this Section and, as a result, Declarant may incur any liability, Declarant shall have the right but not the obligation to enter upon the Residential Unit to correct such violation. Any Owner who violates the requirements of this Section and the Association shall indemnify, protect, defend and hold Declarant and Declarant's officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall within fifteen (15) days after request from Declarant, reimburse Declarant for any costs and expenses incurred by Declarant in correcting any violation by any Owner of this Section.

7.7 **Liability of Owners**. Each Owner shall be liable to the remaining Owners for any damage to the Project that may be sustained by reason of the negligence or willful misconduct of that Owner, or the Owner's Invitees, but only to the extent that any such damage is not covered by insurance proceeds received by the Association.

7.8 **Compliance with Laws, Etc**. Nothing shall be done or kept in any Residential Unit or in the Association Property that might increase the rate of, or cause the cancellation of, insurance for the Project, or any portion of the Project. No Owner or the Association shall permit anything to be done or kept in his or her Residential Unit or the Association Property that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body, including any laws, ordinances or statutes pertaining to the use or storage of any hazardous, contaminated or toxic materials.

7.9 **Indemnification**. Each Owner shall be liable to the remaining Owners and the Association for any damage to the Project that may be sustained by reason of the negligence or willful misconduct of that Owner, or the Owner's Invitees, but only to the extent that any such damage is not covered by insurance proceeds received by the Association. Each Owner, by acceptance of his or her deed, agrees for such Owner and for the Owner's Invitees, to indemnify each and every Owner and the Association, and to hold each other Owner[and the Association harmless from, and to defend such Owner and the Association against, any claim of any person for personal injury or property damage caused by the negligence or willful misconduct of such Owner and such Owner's Invitees, unless the injury or damage occurred by reason of the negligence or willful misconduct of any other Owner for the Association or is fully covered by insurance proceeds received by the Association. Upon demand by the Association, each Owner shall be responsible for the payment of any deductible amount payable under the Association's insurance policy as a result of any claims arising as a result of the negligent or willful misconduct of any other Owner or the Association.

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7.10 Notice of Airport in Vicinity. The Property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration or odors). Individual sensitivities to these annoyances can vary from person to person. Each Owner should consider what airport annoyances, if any, are associated with the Property before such Owners completes its purchase and determine whether such annoyances are acceptable to such Owner.

ARTICLE 8

MAINTENANCE OBLIGATIONS

8.1 Maintenance of Homesites. Each Owner acknowledges that although the Owner owns fee title to a Homesite, the Owner is responsible for the care and maintenance of his or her Residence, including all structural and non-structural components and the Association shall have no obligation to maintain any portion of the Homesite, except as specifically set forth in this Declaration. Subject to the provisions of Sections 8.2, 8.3 and 8.4 below and any other provisions of the Governing Documents, each Owner shall maintain and repair in a first class condition and otherwise care for the maintenance, repair and replacement of all portions of such Owner's Homesite, including without limitation, the Residence and all portions thereof and any yard areas, patio areas, landscaping, parkways and open spaces within the Homesite. Each Owner shall also maintain any and all gas, plumbing, electrical, air conditioning, heating, telephone, any solar and/or other water heating equipment, and cable television servicing his or her Homesite and irrigation systems and drainage located within any Homesite. All Improvements shall be maintained by each Owner in a manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and protect the overall value of the Project.

8.1.1 Performance of Maintenance Obligations by Homeowners. Each Owner will comply with the Maintenance Obligations and each Owner is further obligated to provide a copy of the Homeowner Maintenance Guide and any documents describing the Maintenance Obligations to any successors in interest and/or subsequent purchasers of such Owner's Homesite.

8.2 Maintenance of Fences And Walls. There are various types of fencing and walls situated within the Project. The fencing and walls shall be maintained, repaired and replaced in accordance with the requirements set forth below and the Fencing Exhibit as shown on Exhibit "C".

8.2.1 Interior Fencing Between Two Homesites. For any fencing or walls which separates two (2) Homesites, each Owner shall have the obligation to maintain the interior of the fence or wall and the Owners shall share, on an equitable basis, the cost of replacing such fencing or walls. The Owner of each affected portion of the Property upon which a party wall or fence is located shall have a reciprocal non-exclusive easement to the Property immediately adjacent to the interior fence or wall for the limited purpose of maintaining the party wall or fence.

8.2.2 Fencing Between Homesites and Association Property. If any block wall or fence separates a Homesite from Association Property, the Owner and the Association shall each maintain the portion of the block wall or fence facing the Owner's Homesite and Association

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Property, respectively. Notwithstanding the foregoing, all tubular steel fencing shall be maintained by the Owner of each Homesite upon which the tubular steel is located; provided, however, the fencing designated as "Tubular Steel Fence" on **Exhibit "C"** shall be maintained, repaired and replaced by the Association.

8.2.3 Other Walls and Fences.

(a) The Association shall maintain the interior of the block wall described on **Exhibit "C"** as "Block Wall, HOA to Maintain 1 Side." The Association shall have the obligation to repair and replace such block wall as needed. The Master Association is responsible for maintenance of the exterior of such block wall in accordance with the Master Declaration.

(b) The Association shall maintain, repair and replace the walls and fences as described on **Exhibit "C"** as "Block Wall, HOA to Maintain 2 Sides", "Tubular Steel Fence", "Combination Block Wall & Tubular Steel Fence" and "Retaining Wall".

8.2.4 Liability for Damage. Notwithstanding any other provision of this **Section 8.2**, an Owner who by his or her negligent or willful act causes a wall or fence within the Project to be damaged shall bear the whole cost of repairing such damage.

8.3 **Failure to Maintain**. In the event an Owner fails to maintain the areas and items as provided above or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and protect the value thereof, the Board may, but shall not be required to, give written notice to such Owner, stating with particularity the work of maintenance or repair which the Board finds to be required and requesting that the same be carried out within a period of thirty (30) days from the giving of such notice. In the event the Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board may in its discretion cause such work to be completed and shall assess the cost thereof to such Owner as an Enforcement Assessment in accordance with the procedures set forth in this Declaration.

8.4 **Maintenance Obligations of Association**. The Association shall be responsible for maintaining, repairing, replacing and otherwise caring for all Association Property (including, without limitation, Private Streets, driveways, sidewalks, street lights, landscaping, parkways, catch basins, open spaces, Fire Lanes, fencing and walls situated within the Association Property). The Association's obligations to maintain the Association Property within a Phase of the Project shall commence upon the commencement of assessments in the Phase in which the Association Property is included. No Owner shall interfere with or impede Declarant or the Association in connection with the maintenance of the Association Property. In addition to the foregoing, the Association shall comply with the maintenance standards applicable to the Project set forth in the Master Declaration and shall acquire approval of the Master Architectural Control Committee as set forth in Section 7.2 of the Master Declaration as may be required. The Association shall keep such portions of the Project in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of such areas in accordance with the maintenance obligations and schedules set forth in the Association's Maintenance Guide.

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8.5 **Liability For Damage**. Notwithstanding any other provision of this Section, an Owner who by his or her negligent or willful act causes damage to any portions of the Project maintained by the Association or another Owner to be damaged shall bear the whole cost of repairing such damage.

8.6 **Future Construction**. Nothing in this Declaration shall limit the right of Declarant to complete construction of Improvements to the Association Property and to Homesites owned by Declarant or to alter them or to construct additional Improvements as Declarant deems advisable before completion and sale of the entire Project.

8.7 **Inspections**. The Association shall regularly inspect, maintain and repair the landscaping, irrigation, drainage systems serving or within and any Improvements constructed upon the Association Property and Common Area in accordance with the Association's Maintenance Guide. The Association shall employ the services of a professional landscape architect, maintenance contractor or other such professional person to assist the Association in performing such inspections. The inspector shall provide written reports of their inspections to the Association and, if requested by the Declarant, to the Declarant promptly following completion thereof. If requested by Declarant, Declarant shall be invited to attend any such inspections. The written reports shall identify any items of maintenance or repair which either require current action by the Association or will need further review and analysis. Such written reports shall specifically include a review of all irrigation and drainage systems on the Project. The Board shall report the contents of such written reports to Declarant (if not already provided by the inspector directly) so requested by Declarant and to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors and shall keep a record of all such matters in the Board's minutes. Should such inspection require the inspection of any Homesite, there is hereby created a nonexclusive easement in favor of the Association, and its officers, agents, employees and independent contractors, to conduct such inspections and to provide such maintenance, repair and replacement, provided that entrance is made at reasonable hours and with at least three (3) days advance notice to the Owner, except in case of emergency. Any damage to any structure, landscaping or other improvements caused by the Association, or any of its officers, agents, employees or independent contractors, while performing such maintenance, repair or replacement work shall be repaired by the Association at its sole cost and expense.

ARTICLE 9

ARCHITECTURAL REVIEW

9.1 **Approval of Plans and Specifications**. Any Owner proposing to construct Improvements or take other actions requiring the prior approval of the Master Architectural Control Committee pursuant to the Master Declaration shall apply to the Master Architectural Control Committee for approval by submission of an application for approval to the Master Architectural Control Committee to show the nature, kind, shape, height and materials of the proposed change as described in Section 7.2.1 of the Master Declaration.

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ARTICLE 10

DEVELOPMENT RIGHTS

10.1 Limitations of Restrictions. Declarant is undertaking the work of developing Homesites and other Improvements within the Project. The completion of the development work and the marketing and sale, rental and other disposition of the Homesites is essential to the establishment and welfare of the Property and the Additional Property as a first-class condominium community. In order that the work may be completed and the Project be established as a fully occupied condominium community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

10.2 Access. Declarant, its contractors and subcontractors shall have the right to obtain access over and across the Association Property of the Project or do within any Homesite owned by it whatever is reasonably necessary or advisable in connection with the completion of the Project and the development, marketing and maintenance thereof. The Declarant shall also have the right to reserve easements and restrict access over the Association Property in subsequent Phases for the purpose of constructing the Homesites and/or other Improvements to the Project.

10.3 Rights of Access And Completion of Construction. Until the fifth (5th) anniversary of the original issuance of a Public Report for the most recent Phase, Declarant, its contractors and subcontractors shall have the rights set forth below.

10.3.1 Access. Declarant, its contractors and subcontractors shall have the right to obtain reasonable access over and across the Association Property of the Project or do within any Homesite owned by it whatever is reasonably necessary or advisable in connection with the completion of the Project and the marketing and maintenance thereof.

10.3.2 Construct Improvements. Declarant, its contractors and subcontractors shall have the right to erect, construct and maintain on the Association Property of the Project or within any Homesite owned by it such structures or Improvements, including, but not limited to, sales offices and signs, as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease or otherwise, as determined by Declarant in its sole discretion.

10.3.3 Grant Easements. Declarant, its contractors and subcontractors shall have the right to establish, dedicate and/or grant over and across the Association Property such easements and rights of way on, over, under or across all or any part thereof to or for the benefit of the State of California, the County or any other political subdivision or public organization, or any public utility entity or cable television provider, for the purpose of constructing, erecting, operating and maintaining facilities and Improvements thereon, therein or thereunder at that time or at any time in the future, including, but not limited to: (i) roads, streets, walks, driveways, parkways, trails and park areas; (ii) poles, wires and conduits for transmission of electricity, providing telephone service and cable television service to the Project and for the necessary attachments in connection therewith; and (iii) public sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith. The Association Property shall be subject to any

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dedication stated in the Final Subdivision Map of an easement for public use for installation, maintenance and operation of facilities for public utilities over all of the Association Property. Said public utilities easement shall inure and run to all franchised utility companies and to the County and shall include the right of ingress and egress over the Association Property by vehicles of the County and such utility companies to properly install, maintain, repair, replace and otherwise service such utility facilities. The grant of said public utility easement shall not be interpreted to imply any obligation or responsibility of any such utility company or the County for maintenance or operation of any of the Association Property or the facilities located thereon or the repair, replacement or reconstruction thereof except as occasioned by such utility companies or County of the utility facilities for which they are responsible. The County furthermore are granted an easement across the Association Property for ingress and egress for use by emergency vehicles of the County.

10.4 Size And Appearance of Project. Declarant shall not be prevented from increasing or decreasing the number of Homesites that may be annexed to the Project or from changing the exterior appearance of Association Property, the landscaping or any other matter directly or indirectly connected with the Project in any manner deemed desirable by Declarant. if Declarant obtains governmental consents required by law.

10.5 Alterations to Map. At anytime within three (3) years from the date that the first Condominium in a Phase is conveyed to an Owner other than Declarant, the boundaries of any Condominium or Common Area in that Phase may be altered by a lot line adjustment or other change reflected on a subsequently recorded Record of Survey, parcel map, final map or amended final map, provided that the altered boundaries are approved by Declarant and all owners of the Property involved in the boundary adjustment (the Board, with respect to property owned by the Association). Any alteration approved by Declarant may make minor changes to the number of Condominiums in the Project. An alteration shall be effective upon recordation of the Record of Survey or map and, upon such recordation, the boundaries of the altered Association Property or Common Area shall be altered for purposes of this Declaration to conform to the boundaries as shown on the Record of Survey or map.

10.6 Marketing Rights.

10.6.1 General Rights. Subject to the limitations of this Declaration and the Master Declaration, Declarant shall have the right to: (i) maintain model homes, sales offices, storage areas and related facilities in any unsold portions of the Project as are necessary or reasonable, in the opinion of Declarant, for the sale or disposition of the Homesites or for the sale or disposition of the residences in any other communities or projects developed by Declarant; (ii) make reasonable use of the Association Property and facilities for the sale of Homesites; and (iii) post signs, flags and banners and conduct such marketing activities as may be deemed necessary by Declarant for the marketing of the Homesites; and (iv) conduct its business of disposing of Homesites by sale, lease or otherwise.

10.6.2 Agreement for Extended Use. If following the fifth (5th) anniversary of the original issuance of a Public Report for the most recent Phase, Declarant requires exclusive use of any portion of the Association Property in that Phase for marketing purposes, Declarant may use the Association Property only if an agreement is entered into between Declarant and the

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Association. The agreement must specifically provide for a limited duration for such use and must provide for a specific reasonable rate of compensation to the Association by Declarant. Compensation shall be commensurate with the nature, extent and duration of the use proposed by Declarant. In no event, however, shall Declarant be denied the rights to use the Association Property and any Homesites owned by Declarant as an Owner.

10.7 **Title Rights**. This Declaration shall not be construed to constitute a limitation on Declarant's title rights to the Additional Property prior to its Annexation, nor shall it impose any obligation on Declarant or any other person or entity to improve, develop or annex any portion of the Additional Property. The rights of Declarant under this Declaration may be assigned to any successor(s) by an express assignment in a recorded instrument, including without limitation, a deed, option or lease. This Declaration shall not be construed to limit the right of Declarant at any time prior to such an assignment to establish additional licenses, reservations and rights-of-way to itself, to utility companies or to others as may be reasonably necessary to the proper development and disposal of property owned by Declarant.

10.8 **Power of Attorney**. Each Owner of a Condominium in the Project, by accepting a deed to a Condominium, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Additional Property which may be developed, if at all, by Declarant in its sole and absolute discretion, and (b) irrevocably appointed Declarant, for so long as Declarant owns all or any portion of the Additional Property, as his or her Attorney-in-Fact, for himself or herself and each of his or her Mortgagees, optionees, grantees, licensees, trustees, receivers, lessee, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a Power of Attorney coupled with an interest to Declarant as his or her Attorney-in-Fact to prepare, execute, acknowledge and record any Condominium Plan or amendment to the Condominium Plan for all or any portion of the Property or Additional Property regardless of whether Declarant owns any interest in the property which is the subject of such Condominium Plan or amendment to such Condominium Plan. However, nothing set forth herein shall be deemed or construed as an agreement by Declarant that any Owner shall be entitled to any participation in or discretion over the preparation and recordation of a Condominium Plan or amendment to a Condominium Plan for all or any portion of the Property or Additional Property. The acceptance or creation of any Mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

10.9 **Amendment**. The provisions of this Article may not be amended without the consent of Declarant until all of the Additional Property has been annexed to the Project and all of the Homesites in the Project owned by Declarant have been conveyed.

ARTICLE 11

INSURANCE

11.1 **Liability Insurance**. The Association shall obtain and maintain commercial general liability insurance insuring the Association, the Board, any manager, the Declarant and the Owners and occupants of Residences, and their Invitees against any liability incident to the

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ownership or use of the Association Property and the performance by the Association of its duties under this Declaration. Such policy shall include, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than Three Million Dollars ($3,000,000) and shall, at all times, be in conformance with the requirements of Section 1365.9 of the California Civil Code. Such insurance shall cover all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, property of others any other liability or risk customarily covered with respect to projects similar in construction, location, and use.

11.2 **Fire And Extended Coverage Insurance**. If deemed necessary by the Association given the nature of the Association Property, the Association shall keep (i) any Improvements within the Association Property to be maintained by the Association insured against loss by fire and the risks covered by a "Standard All-Risk of Loss or Perils" insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof and (ii) all personalty owned by the Association insured with coverage in the maximum insurable fair market value of such personalty as determined annually by an insurance carrier selected by the Association. Insurance proceeds for Improvements in the Association Property and personalty owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction to the Association Property, the Association shall cause the same to be replaced, repaired or rebuilt in accordance with the provisions of this Declaration.

11.2.1 Description of Policy Coverage. The policy shall cover the following real and personal property:

(a) **Association Property**. All Improvements within the **Association Property**, including buildings and any additions or extensions thereto; fences; monuments; lighting fixtures; exterior signs; personal property owned or maintained by the Association; and recreational facilities; but excluding land, foundations, excavations, and other items typically excluded from property insurance coverage; and

(b) Landscaping. Lawn, trees, shrubs and plants located in the **Association Property**.

11.2.2 Covered Cause of Loss. The policy shall provide coverage against losses caused by fire and all other hazards normally covered by a "special form" policy or its equivalent.

11.2.3 Primary. The policy shall be primary and noncontributing with any other insurance policy covering the same loss.

11.2.4 Endorsements. The policy shall contain the following endorsements or their equivalents: agreed amount, boiler and machinery (to the extent applicable), inflation guard, ordinance or law, and replacement cost, and such other endorsements as the Board in its discretion shall elect.

11.2.5 Waiver of Subrogation. Except as provided in **Section 7.9** of this Declaration, all rights of subrogation between the Association and the Owners and their Invitees

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and First Mortgagees are waived. The insurance policies obtained by the Association shall include a waiver of all subrogation rights of the Association's insurer against any Owner and their Invitees and First Mortgagees; provided, however, that any failure to obtain such a waiver from the insurer shall not defeat or impair the foregoing waiver between the Association and the Owners and their Invitees and First Mortgagees set forth herein. Insurance proceeds for Improvements in the Association Property and personal property owned by the Association shall be payable to the Association.

11.3 **Individual Insurance**. Each Owner shall maintain property insurance against losses to the Residential Unit covering the full replacement cost of his or her Residential Unit and to any upgrades or Improvements located within the Residential Unit and liability insurance against any liability resulting from any injury or damage occurring within the Residential Unit. Although each Owner is purchasing a Condominium, each Owner owns the structural elements included in the Residential Unit, including walls, roofs and foundations and is responsible for maintaining such Owners own insurance on all such elements. The Association's insurance policies will not provide coverage against any of the foregoing or any other loss associated with the Residential Units, and the Association shall not have any obligation to monitor insurance carried by Owners. Except as provided in **Section 7.9** of this Declaration, all rights of subrogation between the Owners and the Association are waived. Any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association; provided, however, that an Owner's inability to obtain such a waiver shall not defeat or impair the waiver of subrogation as between such parties contained herein. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy an Enforcement Assessment against the Owner's Condominium to collect the amount of the diminution.

11.4 **Fidelity Bond**. The Association shall maintain a fidelity bond in an amount equal to at least the estimated maximum of funds, including reserves, in the custody of the Association or a management agent at any given time during the term of the fidelity bond; provided, however, that the bond shall not be less than a sum equal to three (3) months aggregate of the Regular Assessments on all Homesites plus reserve funds naming the Association as obligee and insuring against loss by reason of the acts of the Board, officers and employees of the Association, if any, and any management agent and its employees, whether or not such persons are compensated for their services.

11.5 **Worker's Compensation Insurance**. The Association shall maintain worker's compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Project.

11.6 **Directors and Officers**. T The Association shall maintain a policy insuring the Association's officers and directors against liability for their negligent acts or omissions while acting in their capacity as officers and directors. The limits of such insurance shall be not less than Three Million Dollars for all claims arising out of a single occurrence or such other minimum amount which meets the requirements of California Civil Code Section 1365.7.

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11.7 Other Insurance. The Association shall maintain other types of insurance as the Board determines to be necessary to fully protect the interests of the Owners.

11.8 Copies of Policies. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by Owners at any reasonable time(s). All such insurance policies shall (i) provide that they shall not be cancelable or substantially modified by the insurer without first giving at least ten (10) days' prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association and First Mortgagees, Board and Owners. In addition to the foregoing, the Association shall provide such information regarding the insurance of the Association as may be required by applicable law or under the Bylaws.

11.9 Review of Insurance. The Board shall review the adequacy of all insurance at least once every year. The review shall include a replacement cost appraisal of all insurable Association Property Improvements without respect to depreciation. The Board shall adjust and modify the policies to provide coverage and protection that is customarily carried by and reasonably available to prudent owners of similar property in the area in which the Project is situated.

11.10 Board's Authority to Revise Insurance Coverage. Subject to the provisions of Section 11.1 and the requirements regarding insurance set forth in the Bylaws, the Board shall have the power and right to deviate from the insurance requirements contained in this Article 11 in any manner that the Board, in its reasonable business discretion, considers to be in the best interests of the Association. If the Board elects to materially reduce the coverage from the coverage required in this Article 11, the Board shall make all reasonable efforts to notify the Members of the reduction in coverage and the reasons therefor at least thirty (30) days prior to the effective date of the reduction. The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, the Association is unable to obtain any insurance required hereunder because the insurance is no longer available, or, if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or the Members fail to approve any assessment increase needed to fund the insurance premiums.

11.11 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the Association pursuant to Sections 11.1 and 11.2. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

11.12 Distribution to Mortgagees. Any Mortgagee has the option to apply insurance proceeds payable directly to an Owner on account of a Condominium as provided in this Declaration in reduction of the obligation secured by the Mortgage of such Mortgagee.

11.13 Compliance With Federal Regulations. Notwithstanding any other provisions contained herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association ("FNMA"), the

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Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of the above is a Mortgagee or an Owner of a Condominium, except to the extent such coverage is not available or has been waived in writing by the FNMA, GNMA, and FHLMC as applicable. If the FNMA or FHLMC requirements conflict, the more stringent requirements shall be met.

ARTICLE 12

DESTRUCTION OF IMPROVEMENTS AND CONDEMNATION

12.1 **Restoration Defined**. As used in this Article 12, the term "restore" means repairing, rebuilding or reconstructing damaged Improvements to substantially the same condition and appearance in which it existed prior to fire or other casualty damage.

12.2 **Insured Casualty**. If any Improvement required to be maintained by the Association is damaged or destroyed from a risk covered by the insurance required to be maintained by the Association, then the Association shall, to the extent permitted under existing laws, restore the Improvement to the same condition as it was in immediately prior to the damage or destruction. The Association shall proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association or an insurance trustee selected under the provisions of Section 12.4.

12.3 **Restoration Proceeds**. The costs of restoration of the damaged Improvement shall be paid first from any insurance proceeds paid to the Association under existing insurance policies. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association. If the insurance proceeds are insufficient to restore the damaged Improvement, the Board shall then add to the insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to pay the total costs of restoration, the Improvement shall be restored and the Board shall impose a Special Assessment for the cost of repairing and reconstructing Improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described above (but without the consent or approval of Members, despite any contrary provisions in this Declaration).

12.4 **Rebuilding Contract**. The Board or its authorized representative shall obtain bids from at least two (2) licensed and reputable contractors and shall accept the restoration work from whomever the Board determines to be in the best interests of the Members. The Board shall have the authority to enter into a written contract with the contractor for such restoration, and the insurance proceeds shall be disbursed to the contractor according to the terms of the contract. The Board shall take all steps necessary to assure the commencement and completion of authorized restoration at the earliest possible date. Such restoration shall be commenced no later than one hundred eighty (180) days after the event requiring restoration and shall thereafter be diligently prosecuted to completion. Such restoration shall return the damaged Improvements to substantially the same condition and appearance in which it existed prior to the damage or destruction.

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12.5 **Insurance Trustee**. All property insurance proceeds payable to the Association, may be paid to a trustee as designated by the Board to be held and expended for the benefit of the Association. The trustee shall be a commercial bank or other financial institution with trust powers in the country in which the project is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

12.6 **Private Streets**. The Board shall have the duty to restore all Private Streets within the Project. In the event the proceeds of insurance are not sufficient to cause such restoration. the Board shall levy an assessment to provide the necessary funds for such restoration.

12.7 **Damage to Residential Units**. Restoration and repair of any damage to the Homesites, shall be made by and at the individual expense of the Owner of the Residence so damaged. In the event of a determination by an Owner not to rebuild the Residence, the Homesite shall be landscaped and maintained in an attractive and well-kept condition by the Owner thereof. All such repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Board as provided herein.

12.8 **Minor Repair and Reconstruction**. The Board shall have the duty to repair and reconstruct Improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Ten Thousand Dollars ($10,000.00). The Board is expressly empowered to levy a Special Assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described above (but without the consent or approval of Members, despite any contrary provisions in this Declaration).

12.9 **Condemnation of Association Property**. If at any time all or any portion of any Association Property, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and shall be used for Restoring the balance of the Association Property. To the extent the Association is not permitted by the governmental agency to rebuild, then such award shall be apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners, the Association and their respective Mortgagees to such area as their interests may appear according to the fair market values of each Residential Unit at the time of destruction, as determined by independent appraisal. The appraisal shall be made by a qualified real estate appraiser with an MAI certificate or the equivalent, which appraiser shall be selected by the Board. Any such award to the Association shall be deposited into the maintenance and operation account of the Association. The Association shall represent the interests of all Owners in any proceeding relating to such condemnation.

12.10 **Condemnation of A Residential Unit**. In the event of any taking of a Homesite, the Owner (and such Owner's Mortgagees as their interests may appear) of the Homesite shall be entitled to receive the award for such taking and after acceptance thereof such Owner and such Owner's Mortgagee shall be divested of all further interest in the Homesite and membership in the Association if such Owner shall vacate such Owner's Homesite as a result of such taking. In such

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event said Owner shall grant his remaining interest in the Association Property appurtenant to the Homesite so taken, if any, to the other Owners owning a fractional interest in the same Common Area, such grant to be in proportion to the fractional interest in the Common Area then owned by each.

ARTICLE 13

PARTITION AND SEVERABILITY OF INTERESTS

13.1 Partition. Except as provided in this Declaration, there shall be no judicial partition of the Common Area, or any part thereof, for the term of the Project, nor shall Declarant, any Owner or any other person acquiring any interest in any Condominium in the Project seek any such judicial partition. The undivided interest in the Common Area described above may not be altered or changed as long as the prohibition against severability of interests in a Condominium remains in effect as provided in this Declaration.

13.2 Suspension. The right of partition is suspended pursuant to California Civil Code Section 1359 as to the Project. Nothing in this Declaration shall prevent partition or division of interest between joint or common owners of any Homesite.

13.3 Partition. Notwithstanding the foregoing, judicial partition shall be permitted as follows:

13.3.1 No Partition. There shall be no termination of the Project and the Common Area of the Project shall remain undivided with no judicial partition thereof except:

(a) With the approval, after substantial destruction or condemnation of the Project occurs, of at least sixty-seven percent (67%) of the total voting power of the Association and approval by Eligible Holders who represent at least fifty-one percent (51%) of the Homesites that are subject to Mortgages held by Eligible Holders; or

(b) With the approval, for reasons other than substantial destruction or condemnation of the Project, of at least sixty-seven percent (67%) of the total voting power of the Association and approval by Eligible Holders who represent at least sixty-seven percent (67%) of the Homesites that are subject to Mortgages held by Eligible Holders; or

(c) As allowed by California law, including Civil Code Section 1359, as the same may be amended from time to time.

An Eligible Holder who receives a written request to give such approvals who does not deliver or mail the requesting party a negative response within thirty (30) days shall be deemed to have given such approval provided such written request was delivered by certified mail or registered mail with "return receipt" requested. Nothing in this Section shall be deemed to prohibit partition of a cotenancy in a Homesite.

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13.4 **Distribution of Proceeds**. Proceeds or property resulting from a partition shall be distributed to and among the respective Owners and their Mortgagees as specified or apportioned in the judgment of partition, or if not so specified, as their interests appear in proportion to the fair market value of the Homesite at the date of the sale as determined by an independent appraisal conducted by a member of the American Institute of Real Estate Appraisers with the designation of a Member Appraisal Institute (M.A.I.) or if such institute no longer exists, an appraiser of comparable experience.

13.5 **Power of Attorney**. Each of the Owners irrevocably appoints the Association as attorney-in-fact and irrevocably grants to the Association full power in the name and stead of such Owner to sell the entire Project, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Project may be had under California Civil Code Section 1359 or any successor statute or law. The power of attorney shall:

13.5.1 Be binding on all Owners, whether they assume the obligations under this Declaration or not;

13.5.2 Be exercisable by a majority of the Board acting on behalf of the Association, subject to obtaining the prior approval by vote or written consent of seventy-five percent (75%) of the Owners and seventy-five percent (75%) of all Institutional Mortgagees; and

13.5.3 Be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under the authority of this Declaration. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith; provided, however, that said power of attorney shall not apply to the Administrator of Veterans Affairs, an Officer of the United States of America.

13.6 **Prohibition Against Severance**. An Owner shall not be entitled to sever such Owner's Residential Unit from his or her membership in the Association, and shall not be entitled to sever such Owner's Residential Unit and such Owner's membership from such Owner's undivided interest in the Common Area for any purpose. None of the component interests in a Condominium can be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void. Similarly, no Owner can sever any exclusive easement appurtenant to such Owner's Residential Unit over the Association Property from such Owner's Condominium, and any attempt to do so shall be void. It is intended hereby to restrict severability pursuant to California Civil Code Section 1358 or any successor statute or law. Notwithstanding the foregoing, the suspension of such right of severability contained herein shall not extend beyond the period set forth in Section 13.1 in which the right to partition the Project is suspended thereunder.

13.7 **Conveyances**. After the initial sales of the Homesites, any conveyance of a Homesite by an Owner shall be presumed to convey the entire Homesite. However, nothing contained in this Section shall preclude the Owner of any Homesite from creating an estate for life or years, cotenancy or joint tenancy in the ownership of the Homesite with any other person or persons.

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ARTICLE 14

RIGHTS OF MORTGAGEES

14.1 Conflict. Notwithstanding any contrary provision contained elsewhere in the Governing Documents, the provisions of this Article shall control with respect to the rights and obligations of Mortgagees as specified herein.

14.2 Liability For Unpaid Assessments. Any Institutional Mortgagee who obtains title to a Homesite pursuant to the remedies provided in the First Mortgage (except upon a voluntary conveyance to the Institutional Mortgagee) or by foreclosure of the First Mortgage shall take the property free of any claims for unpaid assessments or charges against the Homesite which accrue prior to the acquisition of title to the Homesite by the Institutional Mortgagee.

14.3 Payment of Taxes And Insurance. All taxes, assessments and charges that may become a lien prior to the lien of any First Mortgagee shall be levied only to the individual Homesite and not the Project as a whole. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Association Property or Improvements situated thereon and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Association Property. Institutional Mortgagees making such payments shall be owed immediate reimbursement for such expenditures from the Association and, on demand, the Association shall execute an agreement in favor of all Institutional Mortgagees reflecting entitlement to reimbursement.

14.4 Notice to Eligible Holders. An Eligible Holder is entitled to timely written notice of the following events:

14.4.1 Any condemnation loss or casualty loss which affects either a material portion of the Project or the Homesite on which the Eligible Holder holds a First Mortgage;

14.4.2 Any delinquency in the payment of assessments or charges owed by the Owner of a Homesite which is subject to a First Mortgage held by the Eligible Holder if the delinquency is not cured within sixty (60) days after its due date;

14.4.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

14.4.4 Any proposal to take any action specified in this Article or in the Article hereof entitled "Destruction of Improvements and Condemnation";

14.4.5 Any default by an Owner-Mortgagor of a Homesite which is the subject of a First Mortgage held by an Eligible Holder in the performance of his or her obligations under this Declaration or the Bylaws which is not cured within sixty (60) days; or

14.4.6 Any proposed action that requires the consent of a specified percentage of the Eligible Holders.

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14.5 **Reserve Fund**. The Association shall maintain as a reserve fund a reserve account fund sufficient to pay for maintenance, repair and periodic replacement of Association Property Improvements which the Association is obligated to maintain. This reserve fund shall be funded by Regular Assessments of Owners which are payable in installments rather than by Special Assessment; provided, however, that this provision shall not be deemed to limit the power of the Association to levy any other type of assessment or charge authorized by this Declaration.

14.6 **Inspection of Books And Records**. Upon request, any Owner or First Mortgagee shall be entitled to inspect the books, records and financial statements of the Association, the Governing Documents and any amendments thereto during normal business hours or under other reasonable circumstances.

14.7 **Financial Statements**. The Association, at its expense, shall prepare an audited financial statement for the immediately preceding Fiscal Year and furnish the same within one hundred twenty (120) days after written request from any Institutional Mortgagee.

14.8 **Voting Rights of Mortgagees**. For purpose of this Section, a Mortgagee shall be entitled to one (1) vote for each First Mortgage owned.

14.9 **Actions Requiring Eligible Holder Approval**. Unless at least sixty-seven percent (67%) of the Eligible Holders and sixty-seven percent (67%) of the Owners other than Declarant have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Project;

(b) By act or omission abandon, partition, subdivide, encumber, sell or transfer any property or improvements owned, directly or indirectly, by the Association for the benefit of the Homesites and the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Project by the Association and Owners shall not be deemed a transfer within the meaning of this Section);

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Homesites, or the upkeep of lawns, plantings or other landscaping in the Project;

(d) By act or omission change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(e) Partition or subdivide a Homesite;

(f) Fail to maintain fire and extended coverage insurance on insurable portions of the Association Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and

(g) Use hazard insurance proceeds for losses to any property or Improvements owned by the Association other than for the repair, replacement or reconstruction of such property and Improvements.

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14.10 Votes For Termination of Project. Any election to terminate the legal status of the Project as a Homesite project shall require:

14.10.1The approval of at least fifty-one percent (51%)of the Eligible Holders and sixty-seven percent (67%) of the total voting power of the Association if the election to terminate the legal status is a result of substantial destruction or a substantial taking in condemnation of the property within the Project; or

14.10.2The approval of sixty-seven percent (67%) of the total voting power of the Association and sixty-seven percent (67%) of the Eligible Holders, if **Section 14.10.1** is not applicable.

14.11 Condemnation Or Destruction. In the event a portion of the Project is either condemned or destroyed or damaged by a hazard that is insured against, restoration or repair shall be performed substantially in accordance with the provisions of the Declaration and the original plans and specifications for the Project unless fifty-one percent (51%) of the Eligible Holders approve the taking of other action by the Association.

14.12 Self-Management. The vote or written consent of sixty-seven percent (67%) of the total voting power of the Association and fifty-one percent (51%) of the Eligible Holders shall be required to assume self-management of the Project if professional management of the Project has been required by an Eligible Holder at any time.

14.13 Mortgagee Protection. A breach of any of the conditions contained in this Declaration shall not defeat nor render invalid the lien of any First Mortgage made in good faith and for value as to any Homesite in the Project; provided, however, that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Homesite if the Homesite is acquired by foreclosure, trustee's sale or otherwise.

14.14 Subordination. The lien of the assessments, including interest, costs (including attorneys' fees), and late charges subject to the limitations of California Civil Code § 1367, or any successor statute or law, provided for herein shall be subordinate to the lien of any First Mortgage with respect to any Homesites. Sale or transfer of any Homesite shall not effect the assessment lien.

14.15 Distribution of Insurance and Condemnation Proceeds. No Owner, or any other party, shall have priority over any right of Institutional Mortgagees of Condominiums pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominiums or Association Property. Any provision to the contrary in this Declaration or in the Bylaws or other documents relating to the Project is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Institutional Mortgagees naming the Mortgagees, as their interests may appear.

14.16 Voting Rights On Default. In case of default by any Owner in any payment due under the terms of any Institutional Mortgage encumbering such Owner's Homesite, or the promissory note secured by the Mortgage, the Mortgagee or his representative, on giving written

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notice to such defaulting Owner or Owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting Owner attributable to such Homesite at any regular or special meeting of the Members held during such time as such default may continue.

14.17 Foreclosure. If any Homesite is encumbered by a First Mortgage or first deed of trust made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the Mortgage. On foreclosure of the First Mortgagees, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Homesite free of the lien for assessments, or installments, that has accrued up to the time of the foreclosure sale. On taking title to the Homesite the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Homesite. The subsequently accrued assessments or other charges may include previously unpaid assessments provided all Owners, including the foreclosure-purchaser, and his successors and assigns are required to pay their proportionate share as provided in this Section.

14.18 Non-Curable Breach. Any Mortgagee who acquires title to a Homesite by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration by the Mortgagor that is non-curable or of a type that is not practical or feasible to cure.

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

14.20 Appearance At Meetings. Because of its financial interest in the Project, any Mortgagee may appear (but cannot vote except as may be provided for herein) at meetings of the Members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or assessments.

14.21 Right to Furnish Information. Any Mortgagee can furnish information to the Board concerning the status of any Mortgage.

14.22 Inapplicability of Right of First Refusal to Mortgagee. No right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Homesite shall be granted to the Association without the written consent of any Mortgagee of the Homesite. Any right of first refusal or option to purchase a Homesite that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such Homesite, whether voluntary or involuntary, to a Mortgagee which acquires title to or ownership of the Homesite pursuant to the remedies provided in its Mortgage or by reason of foreclosure of the Mortgage or deed or assignment in lieu of foreclosure.

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ARTICLE 15

AMENDMENTS

Except as otherwise set forth in this Article 15, this Article shall not be amended, modified or rescinded until Declarant has conveyed the last Condominium within the Project, including any Phase which may be annexed to and made a part of the Project pursuant to the Article hereof entitled "Annexation of Additional Property," without (i) the prior written consent of Declarant and (ii) the recording of said written consent in the Office of the County Recorder.

15.1 **Amendment Before The Close of First Sale**. Before the close of the first sale of a Homesite to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant and any Mortgagee of record of an instrument amending or revoking the Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the County Recorder.

15.2 **Amendments**. Except as may otherwise be stated in this Declaration, after the close of the first sale of a Homesite in the Project to an Owner other than Declarant and during the period of time prior to conversion of the Class B membership in the Association to Class A membership, this Declaration may be amended at any time and from time to time provided that the vote or written consent of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of each class of Members of the Association has been obtained. After conversion of the Class B membership in the Association to Class A membership, the Declaration may be amended at any time and from time to time, provided that the vote or written consent of at least (a) sixty-six and two-thirds percent (66 2/3%) of the total voting power of the Association and (b) at least sixty-six and two-thirds percent (66 2/3%) of the voting power of the Members of the Association, other than Declarant, has been obtained. Such amendment shall become effective upon the recording of a Certificate of Amendment signed and acknowledged by the President or Vice President of the Association and the Secretary or Assistant Secretary of the Association certifying that such Votes or written consent have been obtained. For the purposes of recording such instrument, the President or Vice-President and Secretary or Assistant Secretary of the Association are hereby granted an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying and executing and recording said amendment with the Office of the County Recorder. In addition to the foregoing, in the case of any material amendment, the vote of fifty-one percent (51%) of the Eligible Holders (based on one vote for each Mortgage owned) and sixty-seven percent (67%) of the voting power of each class of Members (or sixty-seven percent (67%) of the Owners) shall be required. "Material amendment" means, for the purposes of this Section 15.2, any amendments to provisions of this Declaration governing any of the following subjects:

15.2.1 The fundamental purpose for which the Project was created (such as a change from residential use to a different use);

15.2.2 Assessments, collection of assessments, assessment liens and subordination thereof;

15.2.3 The reserve for repair and replacement of the Association Property;

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15.2.4 Property maintenance obligations;

15.2.5 Casualty and liability insurance or fidelity bond requirements;

15.2.6 Reconstruction in the event of damage or destruction;

15.2.7 Rights to use the Association Property;

15.2.8 Reallocation of any interests in the Common Area;

15.2.9 Voting;

15.2.10 Any provision which, by its terms, is specifically for the benefit of Eligible Holders, or specifically confers rights on Eligible Holders;

15.2.11 Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project (other than the addition or deletion of the Additional Property described in **Exhibit "B"**), the redefinition of Homesite boundaries or the conversion of a Homesite into Association Property; and

15.2.12 Imposition of any restriction on any Owner's right to lease, sell or transfer such Owner's Homesite.

Anything herein stated to the contrary notwithstanding, no amendment to provisions contained in **Sections 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5, 15.2.6, 15.2.8, 15.2.9, 15.2.10, 15.2.11** and **15.2.12** may be made to this Declaration without the prior written consent of sixty-seven percent (67%) or more of the Eligible Holders (based upon (1) vote for each such Eligible Holder). Any Eligible Holder who receives written request to consent to additions or amendments requiring consent under this provision who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of a notice delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to such request. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Members shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the Secretary or other duly authorized officer of the Association and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the County Recorder.

15.3 **Further Approvals Required**. Notwithstanding anything to the contrary contained in this Declaration, **Sections 2.8, 2.36, 2.31, 4.3.13, 4.4.5, 4.4.8, 4.4.11, 5.1.3, 5.2.3, 8.4, 17.3** and **17.5** of this Declaration shall not be amended without the vote or approval by written ballot of at least (a) ninety percent (90%) of the voting power of the Members of the Association other than Declarant, and (b) at least ninety percent (90%) of the Mortgagees.

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15.4 **Conflict With Article 14 Or Other Provisions of This Declaration**. To the extent any provisions of this Article conflict with the provisions of **Article 14** or any other provision of this Declaration except those contained in **Section 15.2**, the provisions of **Article 14** or the other provisions shall control.

15.5 **Business And Professions Code Section 11018.7**. All amendments or revocations of this Declaration shall comply with the provisions of California Business and Professions Code, Section 11018.7 or any successor statutes or laws, to the extent said Section is applicable.

15.6 **Reliance On Amendments**. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE 16

ANNEXATION OF ADDITIONAL PROPERTY

16.1 **Annexation**. Any of the Additional Property described in **Exhibit "B"** may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article. Declarant intends to sequentially develop the Additional Property on a phased basis. However, Declarant may elect not to develop all or any part of such real property, to annex such real property to this Declaration in increments of any size whatsoever, to develop more than one such increment at any given time and in any given order or to develop such real property as a separate project. Although Declarant shall have the ability to annex the Additional Property as provided in this Article, Declarant shall not be obligated to annex all or any portion of the Additional Property, and the Additional Property shall not become subject to this Declaration unless and until a Supplementary Declaration covering it has been recorded.

16.2 **Annexation Without Approval**. All or any part of the Additional Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that:

16.2.1 No proposed Annexation will result in a substantial and material overburdening of the common interests of the then existing Owners;

16.2.2 No proposed Annexation will cause a substantial increase in assessments against existing Owners which was not disclosed in the Public Reports under which pre-existing Owners purchased their interests;

16.2.3 Before Annexation pursuant to this Section of any of the Additional Property that is being developed as a phased FHA and/or VA project, plans for the development of the Additional Property must be submitted to FHA and/or the VA, as applicable, and FHA and/or VA, as applicable, must determine that such plans are in accordance with the previously approved general plan and so advise Declarant; and

16.2.4 Each Supplementary Declaration effecting the Annexation contemplated under this Section must be executed by Declarant.

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The issuance of a Public Report by the DRE shall constitute satisfaction of the conditions set forth above.

16.3 **Covenants Running With The Land**. Declarant may transfer all or any portion of the Property or the Additional Property to a builder under a grant deed wherein Declarant reserves the right to annex such property and subject it to this Declaration. The restriction on the Additional Property wherein it may be made subject to this Declaration upon the recordation of a Supplementary Declaration is hereby declared to be an equitable servitude upon the Additional Property in favor of the subject Property and any other real property owned by Declarant in the vicinity of the Project and shall run with the land and be binding on and inure to the benefit of all parties having or acquiring any right, title or interest, in such real property.

16.4 **Supplementary Declaration**. The Annexation authorized under the foregoing Sections shall be made by filing of record by Declarant, of a Supplementary Declaration, with respect to the Additional Property which shall extend the plan of this Declaration to such property. A Supplementary Declaration may also be recorded by Declarant to (a) identify areas referenced in this Declaration to be maintained by the Association, (b) make such other complementary additions and modifications to reflect the different character of the Additional Property, (c) impose additional covenants and restrictions on the property which is being annexed, and/or (d) make technical or minor corrections to the provisions of this Declaration or previously recorded Supplementary Declaration(s).

16.5 **Supplementary Condominium Plans**. Declarant may record, without the consent of any Owner, Supplementary Condominium Plans to reflect the "as built" conditions of the Project and/or to designate the location of the Additional Condominiums and/or for any of the other purposes for which a Supplementary Condominium Plan may be recorded.

16.6 **Association Property**. Any portion of the property being annexed that is intended or required to be Association Property shall be conveyed to the Association prior to the close of the first sale of any Homesite in the annexed property to an Owner, other than the Declarant.

16.7 **Rights And Obligations of Owners**. After the required annexation procedures are fulfilled, all Owners in the Project shall be entitled to the use of any Association Property in such Additional Property, subject to the provisions of this Declaration, and Owners of such Additional Property shall thereupon be subject to this Declaration. After each Annexation, the Assessments shall be assessed in accordance with the provisions set forth in **Section 6.3.4** with the Additional Property being assessed for a proportionate share of total common expenses on the same basis as the other property in the Project.

16.8 **Mergers Or Consolidations**. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, right and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Project, together with the covenants and restrictions established upon any other property as one plan.

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16.9 **De-Annexation**. Declarant may delete all or any portion of the Property and/or the Additional Property from the coverage of this Declaration and rescind any Supplementary Declaration, provided Declarant is the sole Owner of all of the real property described in the Supplementary Declaration to be rescinded or obtains the consent of the fee title Owner of the real property to be de-annexed, (b) Declarant has not exercised any Association vote as an Owner of any portion of the real property to be de-annexed, and (c) Assessments have not commenced with respect to any portion of the real property to be de-annexed. Such deletion shall be effective upon the recordation of a written instrument signed by Declarant, in the same manner as the Supplementary Declaration to be rescinded was recorded.

16.10 **Power of Attorney**. Each Owner of a Homesite in the Project, by accepting a deed to a Homesite, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Additional Property which may be developed, if at all, by Declarant in its sole and absolute discretion and (b) constituted and irrevocably appointed Declarant, for so long as Declarant owns all or any portion of the Additional Property, as his or her Attorney-in-Fact, for himself or herself and each of his or her Mortgagees, optionees, grantees, licensees, trustees, receivers, lessee, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a Power of Attorney coupled with an interest to Declarant as his or her Attorney-in-Fact to prepare, execute, acknowledge and Record any Condominium Plan or amendment to the Condominium Plans for all or any portion of the Additional Property. However, nothing set forth herein shall be deemed or construed as an agreement by Declarant that any Owner shall be entitled to any participation in or discretion over the preparation and Recordation of a Condominium Plan or plans for all or any portion of the Additional Property. The acceptance or creation of any Mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

ARTICLE 17

ENFORCEMENT

17.1 **Duration**. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Member, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by sixty-seven percent (67%) of the then Members has been recorded, at least one (1) year prior to the end of any such period in the manner required for a conveyance of real property, in which it is agreed that this Declaration shall terminate at the end of the then applicable term.

17.2 **Enforcement And Nonwaiver**.

17.2.1 Rights of Enforcement of Governing Documents. The Association or any Owner shall have a right of action against any Owner, and any Owner shall have a right of action against the Association, to enforce by proceedings at law or in equity, all restrictions, conditions,

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covenants and reservations, now or hereafter imposed by the provisions of the Governing Documents or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation except that Owners shall not have any right of enforcement concerning Assessment liens. The Association shall have the exclusive right to the enforcement of provisions relating to architectural control and the Association Rules, unless the Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise has standing shall have the right to undertake such enforcement. Failure of the Association, Declarant or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17.2.2 Procedure for Enforcement. Notwithstanding anything to the contrary set forth in **Section 17.2.1**, in enforcing any action under the Governing Documents for monetary damages, the parties shall comply with the provisions of California Civil Code Section 1354 and any successor statute or law. The Board shall annually provide to the Members a summary of the provisions of California Civil Code Section 1354 and any successor statutes or laws, which shall include the language required and shall be delivered in the manner provided in Civil Code Section 1365. The exception for disputes related to Association assessments set forth in Section 1354 shall not apply to disputes between an Member and the Association regarding assessments imposed by the Association, if the Member chooses to pay in full the Association all of the assessments as specified in California Civil Code Section 1366.3 and any successor statutes or laws.

17.3 **Notice of Actions Against Declarant**. Subject to the provisions of **Section 17.5** hereof, the Association shall comply with the provisions of Civil Code Section 1368.4, Civil Code Sections 910 through 938, and any successor statutes or laws, prior to the filing of any civil action by the Association against the Declarant or other developer of the Project for either alleged damage to the Association Property or other property within the Project that the Association is obligated to maintain or repair, or alleged damage to any other portion of the Project that arises out of, or is integrally related to, such damage to the Association Property or other property within the Project that the Association is obligated to maintain or repair. Such notice shall specify all of the matters set forth in Section 1368.4 and/or Civil Code Sections 910 through 938, as applicable, and any successor statutes or laws.

17.4 **Non-Adversarial Procedure For Statutory Construction Claims**. Any claims or disputes for construction defects pursuant to California Civil Code Sections 895 et seq. with the exception of any claims or disputes brought under any warranty provided by Declarant (which are expressly governed by **Section 17.6** below) shall, prior to the initiation of any mediation, arbitration or other proceeding, be subject to the non-adversarial procedures set forth in Civil Code Sections 910 through 938 ("Non-Adversarial Procedures"). These procedures impact the legal rights of Owners with respect to the Property. According to the terms of the Civil Code, the Non-Adversarial Procedures will not apply if Declarant does not or cannot comply with the requirements set forth therein if a claim arises. If the Non-Adversarial Procedures provided in Civil Code Sections 910 through 938 fail to resolve any claim or construction defect, such claim shall be resolved in accordance with the procedures set forth below.

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17.5 **Alternative Dispute Resolution**. Disputes by any Owner or the Association under any warranty provided by Declarant shall be governed by **Section 17.6** below. If a dispute is not resolved under any warranties provided by Declarant or through the Non-Adversarial Procedures, or there is any other dispute (other than a dispute by an Owner or the Association under any warranty provided by Declarant, which shall be governed by **Section 17.6** below) which is not a construction defect dispute (individually referenced to herein as "Dispute" and collectively as "Disputes"), the parties will proceed to mediation according to the procedures set forth below. If the matter is not resolved by the mediation process, it will be decided through the arbitration procedure as set forth below. The purpose of this **Section 17.5** is to provide an expedited means of resolving any Disputes that are not resolved through Declarant's warranties or the Non-Adversarial Procedures.

17.5.1 Mediation. Owner Association and Declarant agree to submit any and all Disputes to mediation before commencing arbitration. The cost of mediation shall be paid by Declarant. Each party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

17.5.2 Arbitration. Notwithstanding California Code of Civil Procedure Section 1298.7, if a Dispute is not resolved through mediation, each Owner and Declarant shall resolve such Dispute exclusively through binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

(a) Selection of Arbitrator. There shall be only one arbitrator who shall be selected by mutual agreement of the parties. If the parties are unable to agree on an arbitrator within ten (10) days after any party initiates the arbitration, a neutral and impartial arbitrator shall be selected by the AAA.

(b) Applicable Law and Remedies. Venue for the arbitration shall be Los Angeles County, unless the parties mutually agree to another venue at the time the arbitration is initiated. The arbitrator shall apply California substantive law in rendering a final decision. The arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages. The arbitration shall commence and conclude promptly, in accordance with the commercial rules of the AAA.

(c) Resolution Opportunity. When the arbitrator is prepared to make the award, the arbitrator shall first so inform the parties, who shall have ten (10) days to attempt to resolve the matter by a binding agreement between them. If the parties resolve the matter, the arbitrator shall not make any award. If the parties do not so resolve the matter within the ten (10) day period, the arbitrator shall make the award on the eleventh day following the arbitrator's notice of being prepared to make the award.

(d) Fees and Costs. Declarant shall promptly pay the fees necessary to initiate, prosecute and complete the arbitration proceeding. The arbitrator may award the prevailing party those costs that would be awarded to the prevailing party under California law if the matter had been resolved by court trial. In addition, to the extent permitted by law, the arbitrator may award or divide the post-initiation arbitration fees and costs to prosecute and complete the arbitration as the arbitrator finds just and reasonable, subject to the restrictions set

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forth in California Code of Civil Procedure Section 1284.3(a). If the arbitrator makes no award or division of such arbitration fees and costs, the parties shall divide them equally with each party bearing one-half of such fees and costs of the arbitration, to the extent permitted by law. Notwithstanding anything herein to the contrary, the parties shall each bear their own costs, expenses and attorneys' fees.

(e) Preliminary Procedures. If state or federal law requires an Owner, the Association or Declarant to take steps or procedures before commencing an action in arbitration, then the Owner, the Association or Declarant must take such steps or follow such procedures, as the case may be, before commencing the arbitration. For example, any claim or Disputes pursuant to California Civil Code Section 895 et seq., as hereafter amended may be subject to the non-adversarial procedures set forth in California Civil Code Section 910 through 938, prior to the initiation of any arbitration. In addition, nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code Sections 1368.4, 1375, 1375.05 or 1375.1.

(f) Participation by Other Parties. An Owner Association and Declarant, to such extent any such party is defending a claim in the arbitration, may, if it chooses, have all necessary and appropriate parties included as parties to the arbitration.

(g) Final and Binding Award. The parties agree to be bound by the decision of the arbitrator, which shall be final and non-appealable.

(h) Judgment by a Court. Judgment upon the decision rendered by the arbitrator may be entered in any court having proper jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement.

(i) Federal Arbitration Act. Because many of the materials and products incorporated into the home are manufactured in other states, the development and conveyance of the Property evidences a transaction involving interstate commerce and the Federal Arbitration Act (9 U.S.C. §1 et seq.) now in effect and as it may be hereafter amended will govern the interpretation and enforcement of the arbitration provisions set forth herein.

17.5.3 AGREEMENT TO ARBITRATE AND WAIVER OF JURY TRIAL.

(a) **ARBITRATION OF DISPUTES. BY EXECUTING THIS DECLARATION, DECLARANT AND BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER AND THE ASSOCIATION AGREE TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND DECLARANT, EACH OWNER AND THE ASSOCIATION ARE GIVING UP ANY RIGHTS DECLARANT, EACH OWNER AND THE ASSOCIATION MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. DECLARANT, EACH OWNER AND THE ASSOCIATION ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES"**

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PROVISION. IF DECLARANT, ANY OWNER OR THE ASSOCIATION REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, DECLARANT, SUCH OWNER, OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. DECLARANT'S, EACH OWNER'S AND THE ASSOCIATION'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

17.5.4 WAIVER OF JURY TRIAL. IN THE EVENT THE FOREGOING ARBITRATION PROVISION IS HELD NOT TO APPLY OR IS HELD INVALID, VOID OR UNENFORCEABLE IN ITS ENTIRETY FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THE JUDGE IN SUCH COURT OF COMPETENT JURISDICTION SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES AND AWARD COMPENSATORY DAMAGES. DECLARANT, BY EXECUTING THIS DECLARATION, AND EACH OWNER AND THE ASSOCIATION BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, HEREBY WAIVE AND COVENANT NOT TO ASSERT THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO CONSTRUCTION DEFECTS, MISREPRESENTATION OR DECLARANT'S FAILURE TO DISCLOSE MATERIAL FACTS. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT, ANY OWNER, THE ASSOCIATION OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

17.5.5 Final and Binding Award. The decision of the arbitrator or, if an appeal is heard, the decision of the appeal arbitrators, shall be final and binding. A petition to confirm, vacate, modify or correct an award may be filed in any court of competent jurisdiction in the county in which the Property is located, but the award may be vacated, modified or corrected only as permitted by the Federal Arbitration Act.

17.5.6 Severability. In addition to and without limiting the effect of any general severability provisions of this Declaration, if the arbitrator or any court determines that any provision of this **Section 17.5** is unenforceable for any reason, that provision shall be severed, and proceedings agreed to in this **Section 17.5** shall be conducted under the remaining enforceable terms of this **Section 17.5.**

17.5.7 Application of Award. Any proceeds awarded to the Association arising from any Dispute by settlement, award or otherwise shall be applied in accordance with the provisions of **Section 4.4.10** of this Declaration.

17.6 Warranty Claims and Disputes. Notwithstanding anything to the contrary contained herein, all claims and disputes brought by any Owner under any warranty provided by Declarant are expressly excluded from the provisions of this **Section 17.6.** The enforcement and resolution of any claim and/or dispute by any Owner with respect to any warranty provided by Declarant shall be governed solely by the dispute resolution provisions provided in such warranty.

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ARTICLE 18

GENERAL PROVISIONS

18.1 **Headings**. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

18.2 **Priorities And Inconsistencies**. If there are conflicts or inconsistencies between this Declaration and the Articles, Bylaws, Association Rules, a Supplemental Declaration, or Condominium Plan, then the provisions of this Declaration shall prevail.

18.3 **Statutory References**. All references made in this Declaration to statutes are to those statutes as currently in effect or to subsequently enacted replacement statutes.

18.4 **Severability**. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions of it shall not invalidate any other provisions. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Declaration shall become illegal, null, void, against public policy, or otherwise unenforceable, for any reason, the remaining parties of this Declaration shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

18.5 **Cumulative Remedies**. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver.

18.6 **Violations As Nuisance**. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any Owner, any Member of the Board, the manager, or the Association.

18.7 **No Racial Restriction**. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of his or her Homesite on the basis of race, sex, color or creed.

18.8 **Access to Books**. Declarant may, at any reasonable time and upon reasonable notice to the Board or manager at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

18.9 **Liberal Construction**. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

18.10 **Notification of Sale of Condominium**. Concurrently with the consummation of the sale of any Homesite under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth the name of the transferee and his or her Mortgagee and

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transferor, the common address of the Homesite purchased by the transferee, the transferee's and the Mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his or her transferor if the Board has received no notice of transfer as above provided, by certified mail return receipt requested, at the mailing address above specified. Notices shall also be deemed received on the next business day after being deposited with a nationally recognized overnight courier or upon delivery if delivered by personal delivery to any occupant of a Homesite over the age of twelve (12) years.

18.11 Notices.

18.11.1Any notice, claim or request for information pursuant to California Civil Code Section 895 et seq. shall be submitted to:

KB HOME
Attention: Dave Simons, Vice-President - Legal and Consumer Affairs
10990 Wilshire Boulevard, 7th Floor
Los Angeles, California 90024

This contact information is subject to change. The name and address of Declarant's agent under California Civil Code Section 912(e) is also available at the Office of the California Secretary of State. To ensure that a notice pursuant to California Civil Code Section 895 et seq. is delivered to Declarant at its correct address, Owner shall confirm the current name and address of Declarant's agent with the Secretary of State before delivering such notice. This information can be provided by a written request to:

California Secretary of State
Special Filings Unit
P.O. Box 942877
Sacramento, California 94277
or by telephone at: (916) 653-3984.

18.11.2All other notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid. Any such notice shall be directed to the address of the party to whom intended as follows:

If to Declarant: KB HOME Greater Los Angeles Inc.
25115 Avenue Stanford, Suite B-250
Valencia, CA 91355
Attention: Forward Planning

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If to an Owner: To the street address of the Homesite or such other address that Owner has provided to the Association for notice

18.12 Number, Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

18.13 Exhibits. All exhibits referred to in this Declaration are attached to this Declaration and incorporated by reference.

18.14 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.

18.15 Easements Reserved And Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed by Declarant to any Homesite.

18.16 U.S. Department of Veteran Affairs Approval. So long as there is a Class B membership, the following action shall require the prior approval of the VA and the FHA: annexation or de-annexation of additional properties, any reorganization, merger, dissolution, or consolidation of the Association, and any amendment to this Declaration, a draft of which shall be submitted to and approved by the VA prior to recordation.

18.17 Applicability of FHA/VA Regulations. For so long as FHA and/or VA blanket loan approvals are in effect for the Project and while any FHA/VA loan encumbers any Residential Unit in the Project, the FHA and VA guidelines and regulations shall have applicability to the Project to the extent that such regulations and guidelines are not in conflict with California law or with the requirements of the DRE. At such time as the blanket loan approvals are no longer in effect and no FHA or VA loans encumber any Residential Unit in the Project, the FHA and VA guidelines and regulations shall have no further applicability with respect to the Project.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first above written.

DECLARANT:

KB HOME Greater Los Angeles Inc., a California corporation

By: _____
Name: _____
Title: _____

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1/28/05

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 12/7/04 before me, DARA A. VARGAS, Notary Public, personally appeared Ron Mertzel, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name(~~s~~) are/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (SEAL)

DARA A. VARGAS
Commission # 1519228
Notary Public - California
Los Angeles County
My Comm. Expires Oct 11, 2006

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SUBORDINATION AGREEMENT

The undersigned, as holder of the beneficial interest in that certain Deed of Trust dated September 9, 2003 and recorded in the Office of the County Recorder of Los Angeles County on September 10, 2003, as Instrument No. 03-2645305 which Deed of Trust encumbers all or a portion of the real property covered by the Declaration of Covenants, Conditions and Restrictions of Canterbury at Tesoro del Valle to which this Subordination Agreement is attached, does hereby intentionally and unconditionally subordinate the lien of said Deed of Trust to the Declaration of Covenants, Conditions and Restrictions of Canterbury at Tesoro del Valle.

Dated: December 8, 2004

SCC ACQUISITIONS INC., a California corporation

By: _____
Name: Frank Faye
Title: Division President

By: _____
Name: _____
Title: _____

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1/28/05

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On Dec. 08, 2004, before me, Dina Yin, Notary Public,

personally appeared Frank Fayt
[personally known to me] or [proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dina Yin
Signature of Notary Public

DINA YIN
Commission # 1521006
Notary Public - California
Los Angeles County
My Comm. Expires Oct 21, 2008

Place Notary Seal Above

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 200__, before me, _____, Notary Public,

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal Above

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EXHIBITS

Exhibit "A" ..... Legal Description of the Property

Exhibit "B" ..... Legal Description of Additional Property

Exhibit "C" ..... Fencing Exhibit

Exhibit "D" ..... Master Association Easement

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EXHIBIT "A"

Legal Description of the Property

PROPERTY:

LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM MODULE B AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN FOR CANTERBURY AT TESORO DEL VALLE, PHASE 1, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY ON January 27, 2005 AS DOCUMENT NO. 05-0196532 ("CONDOMINIUM PLAN").

ASSOCIATION PROPERTY:

LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THE CONDOMINIUM PLAN, EXCEPTING THEREFROM MODULE B AND FURTHER EXCEPTING THEREFROM THE RESIDENTIAL UNITS LOCATED WITHIN MODULE A AS SHOWN ON THE CONDOMINIUM PLAN.

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EXHIBIT "B"

Legal Description of Additional Property

PARCEL 1:

MODULE B OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292 PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN FOR CANTERBURY AT TESORO DEL VALLE, PHASE 1, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY ON January 27, 2005 AS DOCUMENT NO. 05-0196532 ("CONDOMINIUM PLAN").

PARCEL 2:

LOTS 2, 3, AND 4 OF TRACT 51644-11 IN THE UNINCORPORATED COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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EXHIBIT "C"

Fencing Exhibit

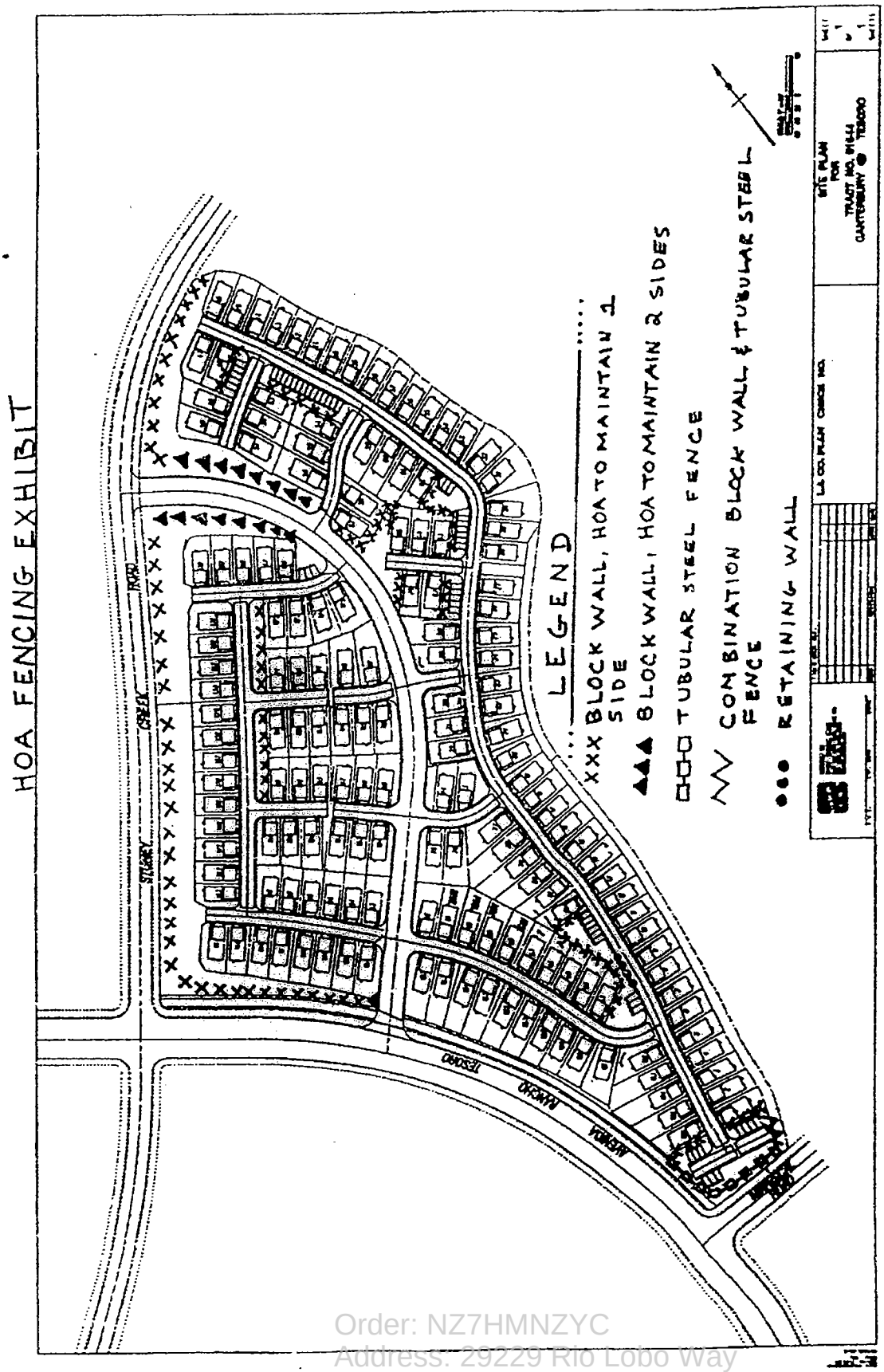
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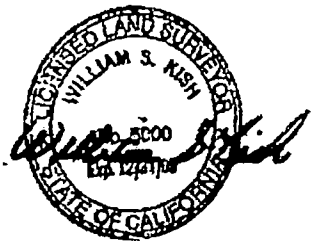
EXHIBIT "D"

Master Association Easement

[Attached Hereto]

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Sheet 1

August 20, 2004
W.O. No. 6094-101
VTNLGL 04-28

LEGAL DESCRIPTION

PARCEL 1

Those portions of Lot 2 and 3, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

Beginning at the most Northerly corner of said Lot 3, being a point on a curve concave Southeasterly having a radius of 348.00 feet in the Northwesterly line of said Lot, a radial line to said point bears North 55°06'23" West; thence, along the arc of said curve and the general Northwesterly boundary of said Lots 3 and 2 by the following 4 courses,

1. Southwesterly through a central angle of 0°23'52", a length of 3.80 feet; thence, tangent to said curve,

2. South 34°29'45" West 220.07 feet to the beginning of a tangent curve concave Northwesterly having a radius of 3032.00 feet; thence, along the arc of said curve,

3. Southwesterly, through a central angle of 5°05'48", a length of 269.71 feet; thence, tangent to said curve,

4. South 39°35'33" West 276.53 feet to the most Northerly corner of Lot 13 of said Tract; thence, along the Northeasterly line of said Lot,

5. South 50°24'27" East 72.00 feet to a point of cusp with a curve concave Easterly having a radius of 60.00 feet; thence, leaving said Northeasterly line, and along the arc of said curve,

6. Northwesterly, Northerly and Northeasterly through a central angle of 90°, a length of 94.25 feet; thence, tangent to said curve,

7. North 39°35'33" East 216.53 feet to the beginning of a tangent curve concave Northwesterly having a radius of 3044.00 feet; thence, along the arc of said curve,

8. Northeasterly, through a central angle of 5°05'48", a length of 270.77 feet; thence, tangent to said curve,

9. North 34°29'45" East 158.38 feet to the beginning of a tangent curve concave Southerly having a radius of 60.00 feet; thence, along the arc of said curve,

10. Northeasterly and Easterly, through a central angle of 64°08'02", a length of 67.16 feet; thence, leaving said curve,

11. North 37°17'56" East 9.25 feet to the Northeasterly line of said Lot 3; thence, along said Northeasterly line,

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12. North 52°42'04" West 46.32 feet TO THE POINT OF BEGINNING.

PARCEL 2

That portion of Lot 4, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

Beginning at the most Westerly corner of said Lot 4, being a point on a curve concave Southeasterly having a radius of 548.00 feet in the Northwesterly line of said Lot, a radial line to said point bears North 50°17'44" West; thence, along the arc of said curve and the general Northwesterly and Northeasterly boundary of said Lot 4 by the following 2 courses,

1. Northeasterly through a central angle of 32°30'36", a length of 310.94 feet; thence, leaving said curve,

2. South 71°17'30" East 20.61 feet to the beginning of a curve concave Southeasterly having a radius of 536.00 feet, a radial line to the beginning of said curve bears North 16°00'52" West; thence, leaving said Northeasterly boundary of Lot 4 and along the arc of said curve,

3. Southwesterly, through a central angle of 26°30'39", a length of 248.01 feet to the beginning of a compound curve concave Easterly having a radius of 60.00 feet; thence, along the arc of said compound curve,

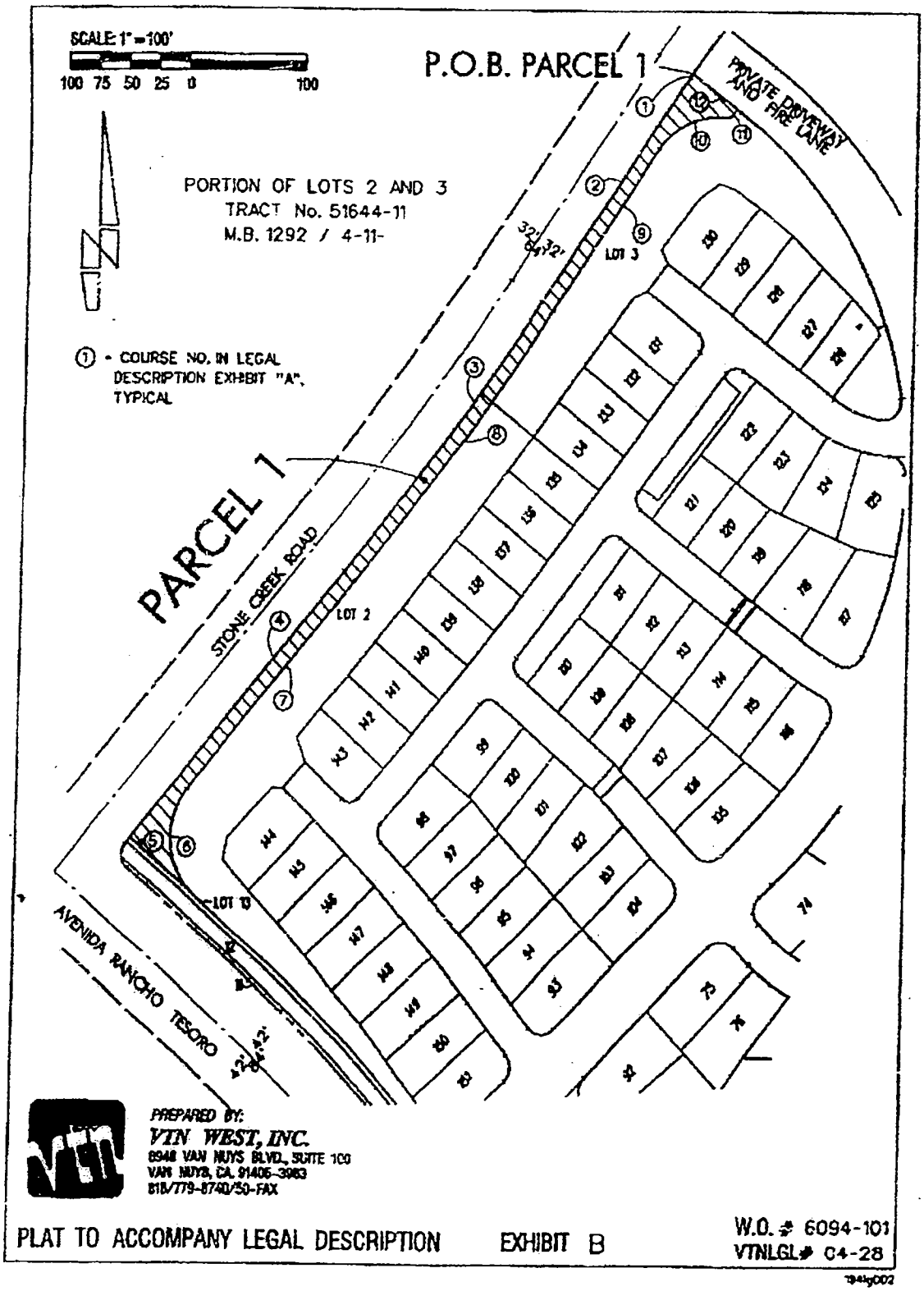
4. Southerly, through a central angle of 72°24'36", a length of 75.83 feet; thence, leaving said curve,

5. South 37°17'58" West 8.00 feet to the Southwesterly line of said Lot 4; thence, along said Southwesterly line,

6. North 52°42'04" West 51.06 feet TO THE POINT OF BEGINNING.

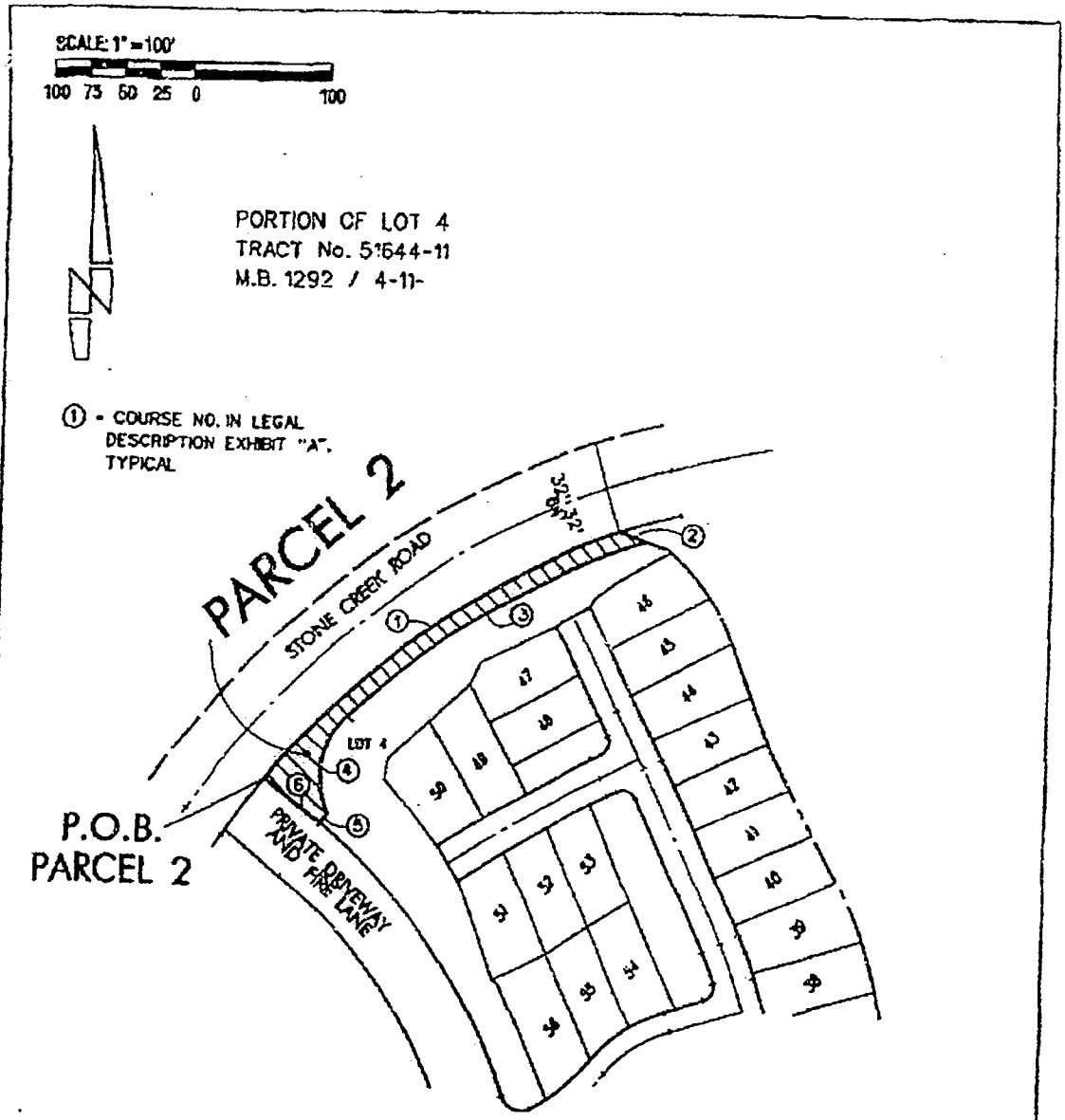
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PREPARED BY:
VTN WEST, INC.
8949 VAN NUYS BLVD., SUITE 100
VAN NUYS, CA. 91405-3983
818/779-8740/50-FAX

PLAT TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT B

W.O. # 6094-101
VTNLGL# 04-29

1944p003

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BYLAWS

OF

CANTERBURY AT TESORO DEL VALLE HOMEOWNERS ASSOCIATION

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LIST OF EXHIBITS

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BYLAWS

OF

CANTERBURY AT TESORO DEL VALLE

HOMEOWNERS ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

ARTICLE 1
NAME

1.1 Name. The name of the association is CANTERBURY AT TESORO DEL VALLE HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Association"). The Association is organized under the California Nonprofit Mutual Benefit Corporation Law.

ARTICLE 2
DEFINITIONS

2.1 Declaration. The "Declaration" shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions of Canterbury at Tesoro Del Valle recorded in the Office of the County Recorder of Los Angeles, California, on _____, 20___, as Instrument No. _____, and any amendments or supplements recorded or to be recorded pursuant thereto, for the real property legally described in the Declaration.

2.2 Other Definitions. Each and every definition set forth in **ARTICLE 2** of the Declaration shall have the same meaning in these Bylaws and each and every such definition is incorporated by reference herein and made a part hereof.

ARTICLE 3
PRINCIPAL OFFICE

3.1 Principal Office. The principal office for the transaction of the business of the Association is hereby fixed and located within the Project or as close as practicable thereto, in the County of Los Angeles, State of California. The Board is hereby granted full power and authority to change said principal office from one location to another within the County of Los Angeles.

ARTICLE 4
MEMBERS

4.1 Membership; Voting Rights. The qualification for membership, the classes of membership and the voting rights of Members shall be as set forth in **ARTICLE 5** of the Declaration, all of which are hereby incorporated by reference herein. The provisions of these

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Bylaws, which are binding upon all Members, are not exclusive, as Members shall also be subject to the terms and provisions of the Articles, the Declaration and the Association Rules.

4.2 Membership Certificates. In its discretion, the Board may, but need not, issue appropriate membership certificates evidencing membership in the Association.

4.3 Place of Meeting. All meetings of Members shall be held at the principal office of the Association, or at such other place in the County of Los Angeles, in reasonable proximity to the Project, as may be fixed from time to time by resolution of the Board.

4.4 Organizational Meeting. An organizational meeting shall be held as soon as practicable after incorporation of the Association, and the directors elected then shall hold office until the first annual meeting of the Members of the Association. All offices of the Board shall be filled at the organizational meeting.

4.5 Regular Meetings of Members and Notice. The first annual meeting of Members of the Association shall be held no later than forty-five (45) days after the closing of the sale of the Condominium that represents the fifty-first (51st) percentile interest authorized for sale under the Public Report, but in no case later than six (6) months after the closing of the sale of the first Condominium within the Project. Thereafter, regular meetings of Members of the Association shall be held at least once in each calendar year at a time and place within the Project as prescribed in these Bylaws or as selected by the Board. Any Mortgagee, through its designated representative, shall be entitled to attend any such meeting but except as provided in the Section of the Declaration entitled "Voting Rights on Default," shall not be entitled to vote at the meeting.

4.6 Special Meetings. A special meeting of Members for any purpose may be called at any time by the President, either in his or her discretion, as directed by resolution of a majority of a quorum of the Board, or upon a written request specifying the general nature of the business to be transacted being presented to the Secretary signed by Members representing at least five percent (5%) of the total Voting Power of the Members. Upon receipt of such written request, the Secretary shall promptly cause the notice to be given to the Members entitled to vote in the same manner as required by **Section 4.7,** which meeting shall be held not less than thirty-five (35) days nor more than ninety (90) days after adoption of such resolution or receipt of such request. The notice of any special meeting shall be given within twenty (20) days after adoption of such resolution or receipt of such written request. If notice is not given within twenty (20) days after receipt of the request, the Members requesting the meeting may give notice. No business shall be transacted at a special meeting other than business the general matter of which is disclosed in the notice. Each First Mortgagee may designate a representative to attend all special meetings of the Members. Notwithstanding the foregoing, notice of a special meeting to reverse an Operating Rule change must be delivered in accordance with and within the time frame specified in Civil Code Section 1357.140. Any special meeting called for the purpose of reversing an Operating Rule shall be conducted in accordance with Civil Code Section 1357.140.

4.7 Notice of Meetings. A written notice of all Members' meetings, regular or special, shall be given by the Board to each Member entitled to vote and to any Mortgagee who has

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requested in writing that such notice be sent to it, either personally or by first-class, registered or certified mail, or other means of written communication (other than mail) addressed to a Member at the address of the Member appearing on the books of the Association or given by Member to the Association for notice purposes, or if no such address appears or is given, at the place where the principal office of the Association is located, or by publication at least once in a newspaper of general circulation in the county in which the principal office of the Association is located. The notice of a meeting shall set forth the place, date and time of the meeting, and the general nature of the business to be undertaken, including any matters the Board intends to present for action by the Members; provided, however, that except as otherwise provided by law or under these Bylaws, any proper matter may be presented at the meeting for action. The Members' meetings, regular or special, shall be held not less then ten (10) days nor more than thirty (30) days after notice of such meeting is given to the Members.

4.8 Record Date and Closing Membership Register. The Board may fix, in advance, a date as the record date for determining which Members are entitled to notice of a meeting of Members. Such "notice" record date shall be not more than ninety (90) nor less than ten (10) days before the date of the meeting. If no "notice" record date is fixed, the record date for notice is the close of business on the business day preceding the day on which notice is given. The Board may fix, in advance, a date as the record date for determining which Members are entitled to vote at a meeting of Members. Such "voting" record date shall be not more than sixty (60) nor less than ten (10) days before the date of the meeting. If no "voting" record date is fixed, Members who are otherwise eligible to vote are entitled to vote at the meeting. The Board may fix, in advance, a date as the record date for determining which Members are entitled to cast written ballots. Such "written ballot" record date shall be not more than sixty (60) nor less than ten (10) days before the date on which the first written ballot is mailed or solicited. If no "written ballot" record date is fixed, Members on the day the first written ballot is mailed or solicited who are otherwise eligible to vote are entitled to cast written ballots.

4.9 Quorum. Except as otherwise provided in the Declaration, the presence at any meeting in person or by proxy of Members entitled to cast at least twenty-five percent (25%) of the total Voting Power of all Members of the Association who are entitled to vote on the business to be transacted shall constitute a quorum. No business other than to adjourn the meeting can be conducted at a meeting of the Members unless a quorum is present. If any meeting cannot be held because a quorum is not present, Members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five percent (25%) of said total Voting Power. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to the Members in the manner prescribed for annual meetings. Any meeting of Members where a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by Members representing a majority of the votes present thereat, either in person or by proxy; provided however, that the only matters that may be voted upon at any meeting attended, in person or by proxy, by less than

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one-third (1/3) of the total Voting Power of the Members are matters for which notice of the general nature of such matters was provided to the Members in the notice of the meeting.

4.10 Cumulative Voting. Voting for the governing body shall be by secret written ballot. Election to and removal from the Board shall be by cumulative voting as defined in California Corporations Code, Section 7615 and any successor statutes or laws, except that no Member shall be entitled to cumulate votes for a candidate or candidates unless such candidate's name or candidates' names have been placed in nomination prior to the voting and the Member has been given notice at the meeting prior to the voting of the Member's intention to cumulate votes. If any one Member has given such notice, all Members may cumulate their votes for candidates in nomination. Each Member shall be entitled to vote, in person or by proxy, as many votes as such Member is entitled to exercise as provided in these Bylaws multiplied by the number of directors to be elected or removed, and he may cast all of such votes for or against a single candidate or director, or such Member may distribute them among the number of candidates or directors to be elected or removed, or any two or more of them. The candidates receiving the highest number of votes up to the number of directors to be elected shall be deemed elected. As to removal, unless the entire Board is removed by a vote of the Members, an individual director shall not be removed prior to the expiration of its term of office if the votes cast against removal would be sufficient to elect the director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of the Board member were then being elected.

4.11 Proxies. At all meetings of Members each Member may be present in person or by a representative, known as a proxy, duly authorized by an instrument in writing, executed by such Member and filed with the Secretary of the Association prior to the meeting to which it is applicable. Proxies shall specify the person or persons authorized to exercise the proxy and the length of time the proxy will be valid. Any proxy or written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval or disapproval between each matter or group of matters to be acted upon, and where the Member specifies a choice, the vote shall be cast in accordance with that choice. It is not mandatory that a candidate for election to the Board be specifically named in the proxy or written ballot. All proxies shall be revocable at any time by written notice to the Secretary of the Association or by attendance in person by such Member at the meeting for which such proxy was given and all proxies shall automatically cease when the ownership interest or interests of the Member entitling such Member to membership in the Association ceases. In any event, no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. Such powers of designation and revocation may be exercised by the guardian of any such Member's estate or by such Member's conservator, or in the case of a minor having no guardian, by the parent entitled to such minor's custody, or during the administration of any such Member's estate, by his or her executor or administrator where the latter's interest in such property is subject to administration in his or her estate.

4.12 Vote Appurtenant to Condominium. The right to vote may not be severed or separated from the ownership of the Condominium to which it is appurtenant, except that any Member may give a revocable proxy in the manner described above, or may assign his or her

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right to vote to a lessee or tenant actually occupying his or her Condominium or Mortgagee of the Condominium concerned, for the term of the lease or Mortgage, and any sale, transfer or conveyance of such Condominium to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner subject to any assignment of the right to vote to a lessee or Mortgagee as provided herein.

4.13 Parliamentary Procedure. The President of the Association or another person elected at a meeting shall preside over meetings of Members. All meetings of Members shall be conducted in accordance with a recognized system of parliamentary procedure or any parliamentary procedures the Association may adopt.

4.14 Majority of Owners. Except as otherwise provided herein, in the Declaration, the Articles or the California Corporations Code, the majority of the total Voting Power present and voting, in person or by proxy, at a duly held meeting at which a quorum is present, shall prevail. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the total Voting Power required to constitute a quorum.

4.15 Action Without Meeting. Unless otherwise prohibited herein, in the Declaration, the Articles or the California Corporations Code, any action which may be taken at a meeting of the Members, except the election of directors where cumulative voting is a requirement, may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose and filed with the minutes of the proceeding of the Members or, in certain circumstances, by written ballot without a meeting, as set forth in Section 4.5 of the Declaration.

4.16 Consent of Absentees. The transactions of any meeting of the Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote not present either in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the Association's records or made a part of the minutes of the meeting.

4.17 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice was properly given shall be prima facie evidence that such notice was given.

ARTICLE 5
DIRECTORS

5.1 Powers. The Board shall have all powers conferred upon the Association as set forth herein and in the Declaration and the Articles, excepting only those powers expressly reserved to the Members.

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5.2 Duties. In addition to those duties of the Board required by law, it shall be the duty of the Board:

(a) to select, appoint and remove all officers, agents and employees of the Association and prescribe such powers and duties to them as may be consistent with applicable law, the Articles, the Declaration and these Bylaws;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

(c) to perform all obligations of the Association as provided in the Declaration and these Bylaws.

5.3 Number. The Board shall initially consist of five (5) directors who shall be Members or representatives or Declarant. The Board may, upon majority vote, elect to decrease the number of directors to three (3) directors (i) upon the conveyance of the last Condominium owned by Declarant to an Owner under the authority of a Public Report, or (ii) at any time prior to such conveyance if the prior written consent of the Declarant has been obtained.]

5.4 Nomination. Nomination for election to the Board may be made by a nominating committee consisting of three (3) persons. Nominations may also be made from the floor at each annual meeting. The nominating committee shall consist of a chairperson, who shall be a director, and two (2) other persons who may either be Members of the Association or representatives of Declarant. Each member of the nominating committee shall be appointed by the Board to serve for a period of one (1) year, and vacancies thereon shall be filled by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies to be filled.

5.5 Election and Term of Office. Until the holding of the first annual meeting, the Board shall consist of those directors who are appointed by Declarant. Thereafter, election to the Board shall be by secret ballot. The candidates receiving the highest number of votes shall be deemed elected. The term of office of the directors shall be two (2) years and elections shall be held on a staggered basis as provided for below. At the first annual meeting, the Declarant shall elect three (3) of the five (5) directors using its Class C membership and the Class A Members other than Declarant shall elect the remaining two (2) directors. At such election, the three (3) directors elected by Declarant shall serve for a term of three (3) years and the remaining two (2) directors shall serve for a term of two (2) years. After expiration of the initial terms, all terms shall be for a term of two (2) years. Successor directors shall be elected at the next annual meeting corresponding with the expiration of the terms. All directors shall hold office until their respective successors are elected. Except as otherwise provided in the Declaration and the Bylaws, elections to the Board shall be in accordance with the provisions of the California Corporations Code.

5.6 Removal. At any regular or special meeting of the Members of which notice has been given properly as provided in these Bylaws, the entire Board or any individual director may be removed from office as hereinafter set forth, provided that the same notice of said meeting has

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also been given to said entire Board or any individual director whose removal is to be considered at said special meeting. The entire Board or any individual director may be removed from office by a majority of the affirmative votes cast in the voting on any motion or resolution for removal. However, unless the entire Board is removed, an individual director shall not be removed prior to the expiration of such director's term of office if the number of votes cast against the motion or resolution for such director's removal would be sufficient to elect the director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of the directors were then being elected; provided, however, if a special meeting is called to remove a director elected by Declarant, then until Declarant no longer owns any interest in the Project, no such director shall be removed without the consent of Declarant. Upon any such motion or resolution for removal, every Member may cumulate his or her vote or votes, as the case may be, in the same manner as provided herein for the election of directors. In the event that any or all directors are so removed, new directors may be elected at the same meeting.

5.7 Vacancies. Vacancies on the Board may be filled by a majority of the directors, though less than a quorum, and each director so elected shall hold office until such director's successor is elected at an annual meeting of Members, or at a special meeting called for that purpose; provided, however that a director elected by Declarant using its Class C membership will be replaced only by Declarant. A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any director or in case the authorized number of directors is increased by an amendment to these Bylaws. If the Members fail, at any time, to elect the full number of the authorized directors, a vacancy or vacancies shall be deemed to exist. The Members may at any time elect directors to fill any vacancy not filled by the directors and may elect the additional directors at the meeting at which an amendment of these Bylaws is voted authorizing an increase in the number of directors.

5.8 Resignation. If any director tenders his or her resignation to the Board, the Board shall have the power to elect a successor to take office at such time as the resignation shall become effective; provided, however, that a director elected by Declarant using its Class C membership will be replaced only by Declarant. No reduction of the number of directors shall have the effect of removing any director from office prior to the expiration of his or her term of office.

5.9 Special Election. So long as a majority of the voting power of the Association resides in the Declarant, or as long as there are two outstanding classes of membership in the Association, two (2) of the directors (the "specially elected directors") shall be elected solely by the votes of the Class A Members other than Declarant. The election of the specially elected directors shall take place along with the regular election of directors. At such meeting of Members, nominations for the specially elected director shall be made from the floor. When nominations have been closed, the special election shall take place. Declarant shall not have the right to participate in or vote in such special election (although Declarant or Declarant's representatives may be present), and the candidates receiving the highest number of votes up to the number of specially elected directors to be elected shall be deemed to be the specially elected directors, and their term shall be the same as that of any other director. Unless Members (excluding Declarant) holding a majority of all voting rights (excluding any voting rights held by

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Declarant) assent by vote or written consent, such specially elected directors cannot be removed. In case of the death, resignation, or removal of a specially elected director, the provisions set forth in this Section respecting the election of a specially elected director shall apply as to the election of a successor. Except as provided in these Bylaws, the provisions of these Bylaws and of the Articles and the Declaration applicable to directors, including their election and removal, shall apply to a specially elected director.

5.10 Compensation. No director shall receive any compensation for any service such director may render to the Association as a director; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred by such director in the performance of his or her duties. The Board shall also have the right to hire any consultants as may be deemed necessary and to compensate such consultants; provided that such consultant has no financial interest in Declarant or any individual Board member.

5.11 Organizational Meeting of the Directors. Immediately following the organizational meeting of the Members, the Board shall hold a regular meeting for the purpose of organization, appointment of officers and the transaction of other business. Notice of such meeting is hereby dispensed with.

5.12 Other Regular Meetings. Other regular meetings of the Board shall be held when business warrants such a meeting as determined by the Board, but not less than every three (3) months at such place and hour as may be fixed from time to time by resolution of the Board. The Board shall select a meeting place. Should any such meeting fall upon a legal holiday, then that meeting shall be held as soon as possible thereafter. Notice of the time and place of any such meeting shall be communicated to Board members not less than four (4) days prior to the meeting; provided, however, that notice of a meeting need not be given to any Board member who has signed a waiver of notice or a written consent to holding of the meeting and notice of regular meetings need not be given if the time and the place of the regular meetings are fixed by the Board.

5.13 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association, or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered and the time and place of the meeting, which shall not be less than four (4) days from the date of such notice if given by first class mail or forty-eight (48) hours from the date of such notice if the notice is given by any other method set forth below; provided, however, that notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall be given by first class mail, personal delivery or overnight courier, telephone (including a voice message system or other system of technology designed to record and communicate messages), facsimiles, electronic mail or other electronic means to all directors at the address, telephone or facsimile number or electronic mail address appearing on the books of the Association as given by the director for purpose of notice.

5.14 Emergency Meetings. An emergency meeting of the Board may be called by the President, Vice President or the Secretary of the Association, or by any two (2) members of the

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Board other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide notice to Members as required in **Section 5.19** of these Bylaws. The notice for such emergency meeting shall be given to the directors by personal delivery, telephone (including a voice message system or other system with technology designed to record and communicate messages), facsimiles, electronic mail or other electronic means at any time prior to the emergency meeting.

5.15 Presiding Officer. The President of the Association shall be the chairperson of the Board and shall preside at all meetings of the Board.

5.16 Waiver of Notice. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Association or made a part of the minutes of the meeting. Notice of meeting shall also be deemed to be given to any director who attends the meeting without protesting before or at its commencement about the lack of notice.

5.17 Quorum. A majority of the total number of directors shall constitute a quorum for the transaction of business at a meeting of the Board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may participate in a meeting through use of a conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

5.18 Adjournment. A quorum of the directors may adjourn any Board meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any Board meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

5.19 Notice of Board Meetings to Members; Participation by Members; Executive Sessions. The Secretary shall post a notice of the time and place of all regular and special Board meetings in a conspicuous place within the Common Area, or by mail or delivery of the notice to each Residential Unit, or by newsletter or similar means of communication, except for an emergency meeting described in **Section 5.14** above, not less than four (4) days prior to the scheduled time of the meeting. Regular, special and emergency meetings of the Board (excluding any meetings while the Board is in executive session) shall be open to all Members of the Association; provided, however, that Members who are not on the Board shall be permitted to speak at Board meetings subject to such reasonable time limits as may be set by the Board. In addition, if the nature of the business is first announced in open session, the Board may vote to adjourn and reconvene in executive session out of the presence of the Members to discuss and vote upon litigation matters, matters that relate to the formation of contracts with third parties, personnel matters, and orders of business of a similar or otherwise sensitive nature. In any matter

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relating to the discipline of a Member or the Member's payment of assessments as specified in California Civil Code Sections 1367 and 1367.1, the Board shall meet in executive session with respect to such matter if requested by that Member, and the Member shall be entitled to attend the executive session. Any matter discussed in executive session shall be generally noted in the minutes of the Board immediately following Board meeting that is open to the entire membership. If the Board meets to decide upon the adoption, change or amendment of an Operating Rule, the Board shall comply with the requirements of Civil Code Section 1357.130.

5.20 Board Minutes. The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes of any meeting of the Board, other than an executive session, shall be available to Members within thirty (30) days of the applicable meeting of the Board. The minutes, proposed minutes, or summary of the minutes shall be distributed to any Member upon request and upon reimbursement of the Association's cost for making that distribution. Further, the Members shall be notified in writing at the time that the pro-forma operating budget of the Association set forth in **Section 9.2** of these Bylaws is distributed, or at the time of any general mailing to the entire membership of the Association, of their right to have copies of the minutes of meetings of the Board, and how and when those minutes may be obtained. As used in this Section, "meeting" includes any congregation of the majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item of business scheduled to be heard by the Board, except those matters that may be discussed in the executive session.

5.21 Action Taken Without a Meeting. Notwithstanding anything to the contrary contained in these Bylaws, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Such written consent shall be filed with the minutes of the proceedings of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board. An explanation of any action taken shall be posted at a prominent place within the Association Property or Common Area within three (3) days after the written consents of all directors have been obtained.

5.22 Committees. Subject to any contrary provisions of the Declaration, the Articles and these Bylaws, if any, the Board may appoint a nominating committee as provided in this Article. In addition, the Board may appoint such other committees as it deems appropriate in order to carry out its purpose.

5.23 Administration of Association's Civil Claims. Subject to any contrary provisions of the Declaration and these Bylaws, if any, the Board may institute, defend, settle or intervene on behalf of the Association in litigation, arbitration, mediation or administrative proceedings in matters pertaining to (a) enforcement of the Governing Documents, or (b) damage to the Association Property; provided, however that no representative of Declarant on the Board shall vote on the initiation of any claim under California Civil Code Section 895 et seq., such that from and after the first annual meeting of the Members of the Association, Declarant shall have no control over the Association's ability to decide whether to initiate a claim under such statutory provisions and in the event of such a vote, the affirmative vote of the two non-Declarant

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representatives on the Board shall be binding so long as a quorum of the Board is present at any meeting where such vote is taken.

ARTICLE 6
OFFICERS

6.1 Enumeration of Officers. The officers of the Association shall be a President and Vice President, both of whom shall at all times be directors, a Chief Financial Officer and a Secretary and such other officers as the Board may create from time to time by resolution. Officers other than the President and Vice President may, but need not, be directors.

6.2 Appointment; Term. The appointment of officers shall take place at the organizational meeting of the Board and thereafter at each meeting of the Board following each annual meeting of the Members. The officers of the Association, except such officers as may be appointed in accordance with **Section 6.3** below, shall be appointed annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

6.3 Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

6.4 Resignation and Removal. Any officer may be removed from office with or without cause by the vote of a majority of all directors then in office at any regular or special meeting of the Board at which a quorum is present. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he or she replaces.

6.6 Multiple Offices. Any two (2) or more offices except those of President and Secretary may be held by the same person.

6.7 Duties. The duties of the officers shall be as follows:

6.7.1 President. The President shall be the chief executive of the Association and shall have, subject to the control of the Board and the provisions of the Declaration, general supervision, direction and control of the business and officers of the Association. The President shall be an ex-officio member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of the president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The President shall see that orders and resolutions of the Board are carried out.

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6.7.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and when so acting, shall have all of the powers of, and be subject to all the restrictions upon, the office of President. The Vice President shall have such other powers and shall perform such other duties as may be prescribed by the Board or these Bylaws.

6.7.3 Secretary. The Secretary shall record the votes and keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board may order, of all meetings and proceedings of the Board and of the Members, with the time and place of the holding of same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present or represented at Members' meetings and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office, a membership register showing the following: (a) the names and addresses of all directors; (b) the names and addresses of the Members; (c) the property to which each membership relates; (d) the number of memberships held by each Member; (e) the number of votes represented by each Member; (f) the number and date of membership certificates issued, if any; and (g) the number and date of cancellation of membership certificates, if any. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by these Bylaws or by law to be given, and shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

6.7.4 Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association. The books of account shall, at all reasonable times, be open to inspection by any director or by any Member. The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. The Chief Financial Officer shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all his or her transactions as Chief Financial Officer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

6.8 Withdrawal of Funds from Reserve Account. Withdrawal of funds from the Association's reserve account in excess of the sum of Two Hundred Dollars ($200) shall require the signatures of either:

(a) three (3) directors; or

(b) two (2) directors and an officer of the Association who is not also a director.

6.9 Compensation. No officer shall receive any compensation for any service such officer may render to the Association as an officer; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred by such officer in the performance of his or her duties.

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ARTICLE 7
INDEMNIFICATION

7.1 Generally. A director, officer, committee member, employee or other "agent" of the Association who was or is a party to or is threatened to be made a party to any "proceeding" (including a proceeding by or on behalf of the Association) because he or she is or has been a director, officer, committee member, employee or "agent" of the Association shall be indemnified, defended and held harmless by the Association against all expenses, judgments, fines, settlements or other amounts actually and reasonably incurred in connection with the "proceeding," action or suit to the maximum extent permitted by applicable law, including, pursuant to the provisions of California Civil Code Section 1365.7. Terms used in this Article shall have the same meaning as in Section 7237 of the California Corporations Code or any successor statutes or laws.

7.2 Approval. Upon written request to the Board by any person seeking indemnification, the Board shall promptly determine whether the applicable standard of conduct for indemnification set forth in the California Nonprofit Mutual Benefit Corporation Law has been met. If so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of directors who are parties to the "proceeding" with respect to which indemnification is sought prevent a quorum of directors who are not parties to the "proceeding", the Board shall promptly call a special meeting of Members. At the meeting, the Members shall determine whether the applicable standard of conduct for indemnification set forth in the California Nonprofit Mutual Benefit Corporation Law has been met. If so, the Members shall authorize indemnification. Members or other persons seeking to be indemnified shall not be entitled to vote on any matters with respect to the authorization of indemnification.

7.3 Advancing Expenses. Except as otherwise determined by the Board in a specific instance, "expenses" incurred by a director, officer, committee member, employee or "agent" seeking indemnification under **Section 7.1** shall be advanced by the Association prior to the final disposition of the proceeding upon receipt of a written undertaking by or on behalf of the director, officer, committee member, employee or "agent" to repay the amount unless it is ultimately determined that the person is entitled to be indemnified by the Association.

ARTICLE 8
ASSESSMENTS

8.1 Liability for Assessments; Collection. As more fully provided in **ARTICLE 6** of the Declaration, each Member is obliged to pay to the Association Regular Assessments, Special Assessments, Capital Improvement Assessments, Enforcement Assessments and Reconstruction Assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein as if set forth in full.

ARTICLE 9
ASSOCIATION'S ACCOUNTS

9.1 Books and Records.

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9.1.1 Records Available. Any membership register, including mailing addresses and telephone numbers, books of account, minutes of meetings of the Members, the Board and committees of the Board of the Association (excluding any minutes of meetings while the Board is in executive session) and Operating Rules shall be made available for inspection and copying by any Member of the Association, or such Member's duly-appointed representative, or any Mortgagee, at any reasonable time and for a purpose reasonably related to his or her interest as a Member, at the office of the Association or at such other place within the Project as the Board prescribes. Upon request and payment of the fees prescribed under **Section 9.1.2(c),** regular minutes, Minutes proposed for adoption that are marked to indicate draft status, or a summary of any Minutes, other than minutes of executive session meetings, shall be made available to Members within thirty (30) days of any such meeting. Members shall have such additional access and inspection rights with respect to records of the Association as is provided in Article 12 (commencing with Section 8330) of Chapter XIII of Part III of Division II of Title I of the California Corporations Code, or any successor statutes or laws. At the time the pro forma operating statement is delivered under **Section 9.2.1** of these Bylaws or at the time of any mailing, Members shall be notified in writing of their right (a) to have copies of Minutes, (b) how and where to obtain such copies, and (c) the cost of obtaining such copies.

9.1.2 Rules Regarding Inspection. The Board shall establish by resolution reasonable rules with respect to:

(a) Notice to be given to the custodian of the records of the Association by the Member, representative or Mortgagee desiring to make an inspection;

(b) Hours and days of the week when an inspection may be made; and

(c) Payment of the cost of reproducing copies of documents requested by a Member or by a representative or Mortgagee.

9.1.3 Rights of Directors. Every director of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

9.2 Budget, Financial and Insurance Statements. The following financial information shall be regularly prepared by the Board of the Association:

9.2.1 Budgets. A pro-forma operating statement (budget) for each Fiscal Year consisting of at least the following information shall be distributed to all Members of the Association not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of the Fiscal Year, together with a copy of Section 1354 of the California Civil Code relating to dispute resolution procedures:

(a) Estimated revenue and expenses on an accrual basis;

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(b) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to **Section 9.3** of these Bylaws, which shall be printed in bold type and include the following:

(i) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component;

(ii) As of the end of the Fiscal Year for which the study is prepared:

(a) The current estimate of the amount of cash reserves necessary to repair, replace, restore or maintain the major components; and

(b) The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain the major components;

(iii) The percentage that the current amount of accumulated cash reserves determined for purposes of **Section 9.2.1(b)(ii)(b)** is of the current estimate of the amount of accumulated cash reserves determined for purposes of **Section 9.2.1(b)(ii)(a);**

(c) A statement as to whether the Board has determined or anticipates that the levy of one or more Special Assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore; and

(d) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area/Association Property and any other areas or Improvements within the Project for which the Association is responsible.

In lieu of the distribution of the pro-forma operating statement described above to all Members, the Board may elect to distribute a summary of such statement to the Members with a notice that the actual statement is available at the business office of the Association or another suitable location within the Project and that copies will be provided upon request of the Board, at the Association's expense. If any Member requests a copy of the pro-forma operating statement required to be distributed as provided above, the Association shall provide it to the Member by first-class United States mail at the Association's expense within five (5) days following a request therefor by the Member. The written notice that is distributed to each Member shall be in at least 10-point bold type on the front page of the summary of the pro-forma operating statement.

9.2.2 Review of Accounts. The Board shall do the following not less frequently than quarterly:

(a) Cause a current reconciliation of the Association's Maintenance and Operation Account to be made and review the same;

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(b) Cause a current reconciliation of the Association's Reserve Account to be made and review the same;

(c) Review the current year's actual reserve revenues and expenses compared to the current year's budget;

(d) Review the most current account statements prepared by the financial institution where the Association has its Maintenance and Operation Account and Reserve Account; and

(e) Review an income and expense statement for the Association's Maintenance and Operation Account and Reserve Account.

9.2.3 Annual Report. An annual report shall be distributed to the Members of the Association within one hundred and twenty (120) days after the close of the Fiscal Year consisting of the following: (a) a balance sheet as of the end of the Fiscal Year; (b) an operating (income) statement for the Fiscal Year; (c) a statement of changes in financial position for the Fiscal Year; and (d) any information required to be reported under Section 8322 of the California Corporations Code. For any Fiscal Year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars ($75,000.00), a copy of the review of the annual report shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy. If the report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review.

9.2.4 Association Policies. A statement setting forth the Association's policies and practices in enforcing the lien rights and other legal remedies for the default in the payment of Assessments against Members shall be distributed to the Members of the Association not later than sixty (60) days prior to the beginning of each Fiscal Year.

9.2.5 Schedule of Monetary Penalties. If the Association adopts or has adopted a policy imposing any monetary penalty, including any fee, on any Member for a violation of the governing documents or rules of the Association, including any monetary penalty relating to the activities of a guest or invitee of a Member, the Board shall adopt and distribute to each Member by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for those violations, which shall be in accordance with authorization for the discipline of Members contained in the Governing Documents. The Board shall not be required to distribute any additional schedules of monetary penalties unless there are changes from the schedule that was adopted and distributed to the Members as provided herein.

9.2.6 Copies to Mortgagees. Copies of each such balance sheet, operating statement and pro forma operating statement for the Association shall be mailed to any Mortgagee who has requested in writing that such copies be sent to it at such Mortgagee's expense.

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9.2.7 Insurance Summary. Not later than sixty (60) days prior to the beginning of the Association's Fiscal Year, the Board shall provide a statement setting forth the information regarding the Association's insurance policies as required by California Civil Code Section 1365, and any successor statutes or laws, including the following:

(a) A summary of the property, general liability, earthquake and flood insurance policies to be carried by the Association pursuant to the Declaration that states all of the following:

(i) The name of the insurer;

(ii) The type of insurance;

(iii) The policy limits of the insurance; and

(iv) The insurance deductibles.

(b) The Board shall, as soon as reasonably practical, notify its Members by first-class mail if any of the policies have lapsed, been canceled and are not immediately renewed, restored or replaced, or if there is a significant change, such as a reduction in coverage in limits or an increase in the deductible, for any of the Association's insurance policies. If the Association receives any notice of non-renewal of a policy described above, and there will be lapse in coverage, the Association shall immediately notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

(c) To the extent that the information to be disclosed pursuant to **Section 9.2.7(a)** is specified in the declaration page of the applicable insurance policy, the Board may meet the requirements of those provisions by making copies of that page and distributing it to the Members.

(d) The summary of the Association's insurance policies distributed pursuant to **Section 9.2.7(a)** shall contain the statement required under California Civil Code Section 1365(e)(4).

9.3 Reserves.

9.3.1 Transfer of Reserve Funds. As provided in Section 1365.5 of the California Civil Code and any successor statutes or laws, the Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components for which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established. However, the Board may authorize a temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses, provided that the Board has made a written finding describing the reasons why a transfer from reserves to operating funds is necessary and how and when the money will be repaid to the reserve fund. The Association must notify all

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members of the decision in the next mailing to all Members and of the availability of an accounting of these expenses. The transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interest of the Project, temporarily delay the restoration of these funds until the time the Board reasonably determines to be necessary. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by this Section. Such Special Assessment is not subject to the limitation imposed by California Civil Code Section 1366 and any successor statutes or laws or as provided in the Declaration. The Board may, at its discretion, extend the date the payment of the Special Assessment is due; provided that any such extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of any unpaid Special Assessment. In addition to the foregoing, when a decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation involving the repair, restoration, replacement or maintenance of major components for which the Association has the obligation to repair, restore, replace or maintain and for which the reserve fund was established, the Association shall notify the Members of that decision and the next available mailing to all Members pursuant to California Corporations Code Section 5016, and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to such litigation on at least a quarterly basis, which shall be made available for inspection by Members at the Association's office.

9.3.2 Reserve Study. At least once every three (3) years, the Board shall cause a study of the reserve account requirements for the Project to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore, or maintain under the Declaration is equal to or greater than one-half (1/2) of the gross budget of the Association for any Fiscal Year. The Board shall review this study annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review. At a minimum, the study required by this Section shall include:

(a) The identification of the major components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years;

(b) Identification of the probable remaining useful life of the components identified in **Section 9.3.2(a)** as of the date of the study;

(c) An estimate of the cost of repair, replacement, restoration, or maintenance of each major component identified in **Section 9.3.2(a)** during and at the end of its useful life; and

(d) An estimate of the total annual contribution necessary to defray the costs to repair, replace, restore, or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

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As used in this **Section 9.3**, "reserve accounts" means monies that the Board has identified for use to defray the future repair or replacement of, or additions to, those major components which the Association is obligated to maintain. In addition, as used in this Section, "reserve account requirements" means the estimated funds which the Board has determined or required to be available at a specified point in time to repair, replace, or restore those major components which the Association is obligated to maintain under the Declaration.

9.3.3 Visual Inspections. At least once every three (3) years, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components with respect to which the Association is required to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the Project if the current replacement value of the major components identified in the reserve study described in **Section 9.3.2** above is equal to or greater than one-half (1/2) of the Association's gross budget exclusive of the reserve account for such three (3) year period.

9.4 Managing Agent's Handling of Association Fund. The Managing Agent, as set forth in the Articles of Incorporation for the Project shall handle any Association funds in compliance with Section 1363.2 of the California Civil Code as it may be amended or revised from time to time.

9.5 Changes in Common Interest Development Act. The provisions set forth above in this **ARTICLE 9** are intended to comply with the provisions of the Common Interest Development Act set forth at California Civil Code Section 1350, et seq. ("CID Act") and any successor statutes or laws. Upon any changes to the CID Act relating to the Association's account, reporting requirements hereunder or any other changes affecting the terms and provisions of these Bylaws, the Board shall comply with the provisions of the CID Act and the Board shall have the right to attach to these Bylaws any changes required as a result of the changes to the CID Act without any vote of the Members.

ARTICLE 10
AMENDMENTS

10.1 Vote Required. These Bylaws may be amended only with:

(a) A majority of the Voting Power of the Association; and

(b) A majority of the votes of Members other than the Declarant.

10.2 Amendment of Specific Provisions. Notwithstanding **Section 10.1** and this **Section 10.2**, the percentage of the Voting Power of the Association or of Members other than the Declarant necessary to amend a specific clause or provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

10.3 Compliance with Business and Professions Code. Notwithstanding any other provision in this **ARTICLE 10**, the adoption of any amendment to these Bylaws shall comply

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with the provisions of California Business and Professions Code Section 11018.7 and any successor statutes or laws, to the extent that said Section is applicable.

10.4 Amendment by Board. These Bylaws may be amended by a majority of the entire Board, (i) at any time before the Close of Escrow for the sale of the first Residential Lot, or (ii) if the amendment is within the Board's power to adopt without Owner approval pursuant to the California Corporations Code and either (a) the proposed amendment conforms the Bylaws to California law or the requirements of VA, FHA, DRE, FNMA, GNMA or FHLMC, or (b) the proposed amendment corrects a typographical error in the Bylaws..

10.5 Further Approvals for Amendments. Notwithstanding anything to the contrary contained in these Bylaws, **Sections 5.3, 5.5, 5.7, 5.8, 5.9, 5.13 and 5.23** of these Bylaws shall not be amended without the vote or approval by written ballot of at least (a) ninety percent (90%) of the Voting Power of the members of the Association other than Declarant, and (b) at least ninety percent (90%) of the Mortgagees.

ARTICLE 11
ASSOCIATION PROPERTY IMPROVEMENTS

11.1 Association Property Improvements. In the event that the Improvements to be installed by Declarant on the Association Property have not been completed prior to the issuance by the California Department of Real Estate of a Final Subdivision Public Report covering the subject property, and in the further event that the Association is the obligee under a bond to secure performance by the Declarant to complete such Improvements, then if such Improvements have not been completed and a notice of completion filed within sixty (60) days after the completion date specified in the planned construction statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any such Improvement, then the Board shall consider and vote on said question if such Improvements have not been completed and a notice of completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines not to take action to enforce the obligations secured by the bond, or does not vote on the question as above provided, then, in either such event, upon petition signed by Members representing five percent (5%) or more of the Voting Power of the Association, excluding the Voting Power of Declarant, the Board shall call a special meeting of the Members of the Association to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. Said meeting of Members shall be held not less than thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At said meeting a vote of a majority of the Voting Power of Members of the Association, excluding the vote of Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

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11.2 COMPLETION OF ASSOCIATION PROPERTY IMPROVEMENTS. Declarant and the Board shall follow the procedures set forth in **Exhibit "A"** attached hereto and incorporated herein upon completion of the Improvements on the Association Property.

ARTICLE 12
GENERAL PROVISIONS

12.1 Checks, Drafts, Etc. Except as otherwise set forth herein, all checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by the President and Chief Financial Officer or by such persons and in such manner as, from time to time, shall be determined by resolution of the Board. Contracts, etc.; How Executed. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument permitted under the Declaration or these Bylaws in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

12.3 Inspection of Bylaws. The Association shall keep in its principal office for the transaction of business the original or a copy of these Bylaws, as amended, certified by the Secretary, which shall be open to inspection by all of the Members at all reasonable times.

12.4 Singular Includes Plural. Wherever the context of these Bylaws requires same, the singular shall include the plural, the masculine shall include the feminine and the term "person" shall include a corporation or other entity, as well as a natural person.

12.5 Conflicting Provisions. In the case of any conflict between any provisions of the Declaration and these Bylaws, the conflicting provisions of the Declaration shall control. In the case of any conflict between any provisions of the Articles and these Bylaws, the Articles shall control.

12.6 Fiscal Year. The Fiscal Year of the Association shall be a calendar year unless and until a different Fiscal Year is adopted by the Board at a duly constituted meeting thereof or the Declaration.

12.7 Proof of Membership. If requested by the Board, no person shall exercise the rights of membership in the Association until satisfactory proof thereof has been furnished to the Secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a Condominium entitling him or her to membership. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

12.8 Property Management Report. Any company hired by the Association to serve any management functions shall prepare, on a yearly basis, a report covering such issues, as may be required, from time to time, by the Board.

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12.9 Reserves. Any amounts collected by or paid to the Association in excess of operational needs shall be, at the election of the Board (a) set aside as reserves for future financial needs in the manner set forth in the Declaration and deposited into insured interest-bearing accounts or (b) refunded in whole or in part or (c) carried over to future assessment periods and applied to reduce future assessments. These sums may include amounts collected by Declarant from Owners through purchase escrows representing capital contribution by such Owners to the Association.

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CERTIFICATE OF SECRETARY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Secretary of _____ Association, a California non-profit mutual benefit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors of said Association on _____, 20__ and that they now constitute said Bylaws.

_____
Secretary

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EXHIBIT "A"

COMPLETION OF ASSOCIATION PROPERTY IMPROVEMENTS

1. Inspection of Common Area Improvements.

(a) Declarant may notify the Board when the Improvements on the Association Property ("Association Property Improvements") (including landscaping) have been completed. Within thirty (30) days after giving of such notice, Declarant and Declarant's architect, engineer or other person qualified to inspect the Association Property Improvements (Declarant's Expert") and the Board and the Association's Expert shall inspect the Association Property Improvements. Declarant shall pay the costs of Declarant's Expert and the Association shall pay the cost of the Association's Expert. (Herein the Association's Expert and Declarant's Expert are sometimes referred to collectively as the "Experts").

(b) The Experts, during their inspection shall jointly prepare a written report ("Report") specifying the portions, if any, of the Association Property Improvements which do not conform to the plans and specifications therefor, and if there are no such deviations, the Report shall state that the Association Property Improvements conform to the plans and specifications therefor. The Report shall constitute conclusive and binding evidence that, except as otherwise proved therein, the Association Property Improvements have been constructed in substantial accordance with the plans and specifications therefor, and thereafter Declarant shall have no further liability, duty or obligation with respect to such Association Property Improvements, except that, if there are any warranties still in effect Declarant will cooperate with the Association to enforce such warranties or assign such warranties to the Association on a non-exclusive basis.

(c) Declarant shall make corrections specified in the Report, and the Experts shall re-inspect such Association Property Improvements within thirty (30) days after request from Declarant. Such re-inspection shall be performed in the same manner as provided for the first inspection. Promptly after the re-inspection is completed, the Experts shall submit another written report ("Re-inspection Report") to the Parties specifying the deviations specified in the Report which have not been corrected, if any, and if all such deviations have been corrected the Re-inspection Report shall state that the Association Property Improvements conform to the plans and specifications therefor. The Re-inspection Report shall constitute conclusive and binding evidence that, except as otherwise provided therein, the Association Property Improvements have been constructed substantially in accordance with the plans and specifications therefor, and thereafter Declarant shall have no further liability, duty or obligation with respect to such Association Property Improvements, except as it relates to warranty claims as provided in subsection (b), above.

(d) Additional inspections and Re-inspection Reports shall be made, if necessary, all in accordance with and with the same effect as provided above.

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(e) Within ten (10) days after all deviations have been corrected, as evidenced by a Report or Re-inspection Report, the Board shall accept the Association Property Improvements in writing; and, if Declarant has posted a bond or other security ("Bond") to secure the faithful performance to complete any of the Association Property Improvements, and if the Association is the obligee under the Bond, the Board shall, promptly but no later than ten (10) days after request therefore from Declarant, release in writing any and all rights under the Bond pertaining to the Association Property Improvements and shall execute any other documents as may be reasonably necessary to effect the release of the Bond.

(f) Upon completion of the improvements and, if necessary, corrections as required above, the Association shall thereafter have the obligation for the maintenance of the Association Property Improvements in accordance with the terms of the Governing Documents including, without limitation, the obligation to perform inspections and comply with the terms of any Maintenance Manuals provided by Declarant.

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1/27/05

Recording Requested By, and
When Recorded, Mail To:

KB Home
25115 Avenue Stanford, Suite 250
Valencia, CA 91355

FIDELITY NATIONAL TITLE COMPANY
SUBDIVISION DEPARTMENT

05 0196532

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CONDOMINIUM PLAN
FOR CANTERBURY AT TESORO del VALLE, PHASE 1
A PORTION OF LOT 1 OF TRACT NO. 51644-11

CREATING PURSUANT TO
THE GOVERNMENT CODE SECTION 66427
A CONDOMINIUM PLAN OVER
TRACT No. 51644-11
IN THE COUNTY OF LOS ANGELES,
CALIFORNIA AS FILED IN
BOOK 1292, PAGES 4 TO 11, OF MAPS
IN THE OFFICE OF THE COUNTY RECORDER
OF LOS ANGELES COUNTY, CALIFORNIA

AND

SHOWING AND DEFINING
COMMON AREA AND RESIDENTIAL UNITS
AND ASSOCIATION PROPERTY

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CONDOMINIUM PLAN
FOR CANTERBURY AT TESORO del VALLE, PHASE 1
A PORTION OF LOT 1 OF TRACT No. 51644-11,
IN THE COUNTY OF LOS ANGELES,
CALIFORNIA AS FILED IN
BOOK 1292, PAGES 4 TO 11, OF MAPS
IN THE OFFICE OF THE COUNTY RECORDER
OF LOS ANGELES COUNTY, CALIFORNIA

CERTIFICATE
(CALIFORNIA CIVIL CODE SECTION 1351(E))

We, the Undersigned, Being the Record Owner and Record Holder of Security Interest in the Real Property Herein Described, Do Hereby Certify That We Consent to the Preparation and Recordation of this Plan of Condominium Pursuant to the Provisions of Section 1351(e) of the California Civil Code, Consisting of :

1. The Description of the Survey Map of the Surface of the Land Included Within this Project as Set Forth Herein;

2. A Three Dimensional Description of a Condominium Project in Sufficient Detail to Identify the Common Areas and Each Separate Interest;

3. This Certificate.

All capitalized terms used herein which are not otherwise defined herein shall have the definitions set forth in the Declaration of Covenants, Conditions and Restrictions of Canterbury at Tesoro del Valle ("Declaration"), as the Declaration may from time to time be further amended, modified or supplemented.

Record Owner

KB HOME Greater Los Angeles Inc.,a California corporation

By: _____
Print Name: Ron Mentzel
Title: Vice President, Land
Date: 12/1/04

By: _____
Print Name:
Title:
Date:

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Description: Los Angeles,CA Document-Year.DocID 2005.196532 Page: 2 of 15
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Notary Signature Acknowledgements

State of California s.s
County of Los Angeles

On 12/7/04 Before Me, DARA A. VARGAS, Notary Public, Personally Appeared Ben Mertzel, Personally Known to Me, ~~or Proved to Me on the Basis of Satisfactory evidence~~ to Be the Person~~(s)~~ Whose Name~~(s)~~ Is/~~are~~ Subscribed to the Within Instrument and Acknowledged to Me That He/~~she/they~~ Executed the Same in His/~~her/their~~ Authorized Capacity~~(ies)~~, and That by His/~~her/their~~ Signature~~(s)~~ on the Instrument the Person~~(s)~~, or the Entity upon Behalf of Which the Person~~(s)~~ Acted, Executed the Instrument.

DARA A. VARGAS
Commission # 1519228
Notary Public - California
Los Angeles County
My Comm. Expires Oct 11, 2008

Witness My Hand and Official Seal.

Signature of Notary
Notary Name: DARA A. VARGAS
My Registration Expires: 10-11-08

State of California s.s.
County of _____

On _____ Before Me, _____, Personally Appeared _____, Personally Known to Me, or Proved to Me on the Basis of Satisfactory evidence to Be the Person(s) Whose Name(s) Is/are Subscribed to the Within Instrument and Acknowledged to Me That He/she/they Executed the Same in His/her/their Authorized Capacity(ies), and That by His/her/their Signature(s) on the Instrument the Person(s), or the Entity upon Behalf of Which the Person(s) Acted, Executed the Instrument.

Witness My Hand and Official Seal.

Signature of Notary
Notary Name: _____
My Registration Expires: _____

Engineer's / Surveyor's Statement

I hereby state that I am a professional land surveyor of the state of California, that this plan, consisting of 13 Sheets, correctly represents a true and complete survey of the boundaries of the condominium project (a portion of Lot 1 of Tract No. 51644-11 filed in Book 1292, pages 4 through 11, inclusive of Maps of Los Angeles County.) Made under my supervision in may, 1998, and the proposed locations of airspace units to be constructed.

LICENSED LAND SURVEYOR
WILLIAM S. KISH
No. 5000
Exp. 12/31/05
STATE OF CALIFORNIA

William S. Kish L. S. 5000
License Expires: 12/31/05

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Definitions

1. **"Annexation Property"**

Annexation Property means that portion of the Property described herein as "Annexation Property"; provided, however, that the Annexation Property shall only be part of the Condominium Project to the extent that it is annexed thereto in accordance with the applicable provisions of the Declaration. The Annexation Property is a three dimensional area of space, the upper horizontal limits of which are 1600.00 feet above sea level and the lower horizontal limits are 1200.00 feet above sea level, the lateral limits of which are the boundaries of Lot 1. The Annexation Property may be further subdivided by recordation of additional Condominium plan(s), Tract Map(s), or Parcel Map(s), and annexed and developed as part of the project in accordance with the provisions of the Declaration.

2. **"Association "**

Shall mean the Canterbury at Tesoro del Valle Condominium Homeowners Association , California non-profit mutual benefit corporation, its successors, and assigns.

3. **"Association Property" or "AP"**

All the real and personal property and improvements to which the Association shall hold fee title or an easement for common use and enjoyment of the members as provided for in the Declaration.

The association property on this Condominium Plan refers to the remainder of the Phase covered by this Condominium Plan after excluding the Residential Units and the Common Area in such Phase.

4. **"Common Area"**

As defined in California Civil Code Section 1351(b) shall mean a 3-dimensional portion of Tract 51644-11.

The lateral boundaries of the Common Area within Phase 1 shall be as depicted herein. The lower vertical boundary of the Common Area shall be elevation 1500.00 The upper vertical boundary of the Common Area shall extend 100 feet from said lower vertical boundary.

5. **"Condominium"**

Shall mean and refer to an estate in Real Property, as defined in California Civil Code Section 1351(f) or any successor statute or law, consisting of an undivided interest as a tenant in common in all or any portion of the Common Area together with a separate fee interest in a Residential Unit, and any other separate interests in the Property as are described in the Declaration or in the deed conveying the Condominium.

6. **'Condominium Project"**

Shall mean and refer to a common interest development on all or part of that certain real Property located in the unincorporated area of the County of Los Angeles, State of California more particularly described as Lot 1, Tract No. 51644-11 recorded in Book 1292, pages 4 to 11 of Maps, in the Office of the County Recorder of said County, consisting of a 3-dimensional portion of air space, and all air, earth and water within such space; consisting of Association Property, the Residential Units and the Common Area

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described herein. The lateral boundaries that are the lateral boundaries of the Property shown on the boundary sheet herein, the upper boundary shall extend indefinitely upward, and the lower vertical boundary shall extend indefinitely downward.

7. **"Declaration"**

Shall mean the Declaration of Covenants, Conditions and Restrictions for Canterbury at Tesoro del Valle, to be recorded in the Office of the County Recorder of Los Angeles County, California, as may be amended, modified or supplemented.

8. **Module "A"**

Shall mean a three-dimensional portion of Lot 1 which includes all of lot 1 excepting Module "B". The horizontal boundary of Module "A" shall be shown herein. In addition Module "A" shall extend over those portions of Lot 1 above and below Module "B" described herein. The upper horizontal boundary shall extend indefinitely upward and the lower horizontal boundary shall extend indefinitely downward, as shown herein. Module "A" shall include all air, earth and water, the Association Property, the Residential Units and the Common Area within its boundaries. Module "A" is sometimes referred to as Phase 1.

9. **Module "B"**

Shall mean a three dimensional portion of Lot 1, including all air, earth and water within such space. The horizontal boundary of Module "B" shall be shown herein. The upper horizontal boundary shall be 1600.00 feet M.S.L. The lower horizontal boundary shall be 1200.00 feet M.S.L. The lateral boundaries of Module "B" shall be the lateral boundaries of Lot 1, excepting therefrom all of Phase 1 (Module "A"). Separate and distinct condominium plans may be recorded in the future over Module "B" at the discretion of the developer.

10. **"Phase"**

Phase shall mean that portion of the Property designated hereon as "Phase 1" consisting of Condominiums, Common Area and Association Property.

11. **"Property"**

Property means (1) Phase 1 (and the improvements, including the Residential Units, construction thereon), together with the Association Property and Common Area; and (2) the Annexation Property.

12. **"Residential Unit" or "R.U."**

Residential Unit means a separate interest in space as defined in Section 1351(f) and (1) (2) of the California Civil Code. Each Residential Unit is a separate freehold estate separately shown, numbered and designated in the Condominium Plan.

Each of the Residential Units includes all land within and improvements now or hereinafter constructed within its boundary lines. The horizontal limits of each Residential Unit are shown on the Residential Unit location map herein. The lower horizontal boundary shall be 1200.00 feet M.S.L. and the upper horizontal boundary shall be 1500.00 feet M.S.L., the lower limit of the Common Area.

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Description: Los Angeles,CA Document-Year.DocID 2005.196532 Page: 5 of 15
Order: KC Comment:

General Notes

Each Phase is composed of Common Area, Association Property and Residential Units, each Residential Unit being shown and identified herein by a Residential Unit number.

"Phase 1" shall mean that portion described herein as Phase 1 and includes 21 Residential Units numbered 93 through 98, inclusive, and 139 through 151, inclusive. Each Residential Unit within Phase 1 shall include a 1/21th fractional fee interest in the Phase 1 Common Area.

This Condominium Plan and the dimensions shown herein are intended to conform to California Civil Code Section 1351(e), that requires, in part, with respect to the land and Property described in the above referenced subdivision, the inclusion herein of diagrammatic plans in sufficient detail to identify each Residential Unit, its relative location and approximate dimensions. Dimensions shown herein are not intended to be sufficiently accurate to use for computation of area in all or any of the R.U.'s. The diagrammatic plans contained herein intentionally omit information with respect to any constructed improvements within the Residential Unit.

In interpreting deeds and this Condominium Plan, the existing physical boundaries of any wall or fence surrounding a Residential Unit (including each of its component elements) whether as originally constructed or as reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed or in the Condominium Plan, regardless of settling or lateral movement of the wall or fence which surrounds the Residential Unit and regardless of minor variances between the boundaries shown on the Condominium Plan or in the deed and those of said wall or fence.

All horizontal and vertical air space boundary plans intersect at right angles unless shown otherwise.

Written dimension on these drawings shall have precedence over scaled dimensions.

In the event of a conflict between this Condominium Plan and the Declaration, the Declaration shall control.

Finished Floor Elevations

Unit	Elev.	Unit	Elev.	Unit	Elev.
93	1282.00	140	1288.10	147	1285.10
94	1282.80	141	1287.80	148	1284.30
95	1283.60	142	1287.10	149	1283.60
96	1284.20	143	1286.70	150	1282.80
97	1285.00	144	1287.20	151	1282.10
98	1285.60	145	1286.60		
139	1288.50	146	1285.70		

Order: NZ7HMNZYC
Address: 29229 Rio Lobo Way
Order Date: 08-06-2024
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Legal Description

Lot 1, Tract No. 51644-11 in the unincorporated area of the County of Los Angeles, State of California, as per map recorded in Book 1292, pages 4 to 11 of Maps, in the Office of the County Recorder of said County

Basis of Elevations

RDBM Tag in CB 4 feet North of BCR 70 feet North and 32 feet East of centerline intersection The Old Road and Hasley Canyon off ramp (at Shell gas station)
B.M. L.A.C.P.W.L.3976 Elev. 1065.652

Basis of Bearings

The bearing North 50°24'27" West along the centerline of Avenida Rancho Tesoro, as shown on the map of Tract No. 51644-11, as filed in Book 1292, pages 4 through 11 of Maps, records of Los Angeles County, was taken as the basis of bearings for this plan.

Legend

1 - 166	Indicates Residential Numbers
R.U.	Residential Unit
AP	Association Property

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Description: Los Angeles,CA Document-Year.DocID 2005.196532 Page: 7 of 15
Order: KC Comment:

1/27/05

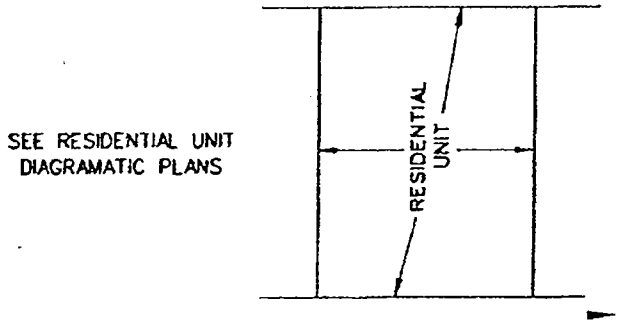
TRACT NO. 51644-11

SHEET 8 OF 13 SHEETS

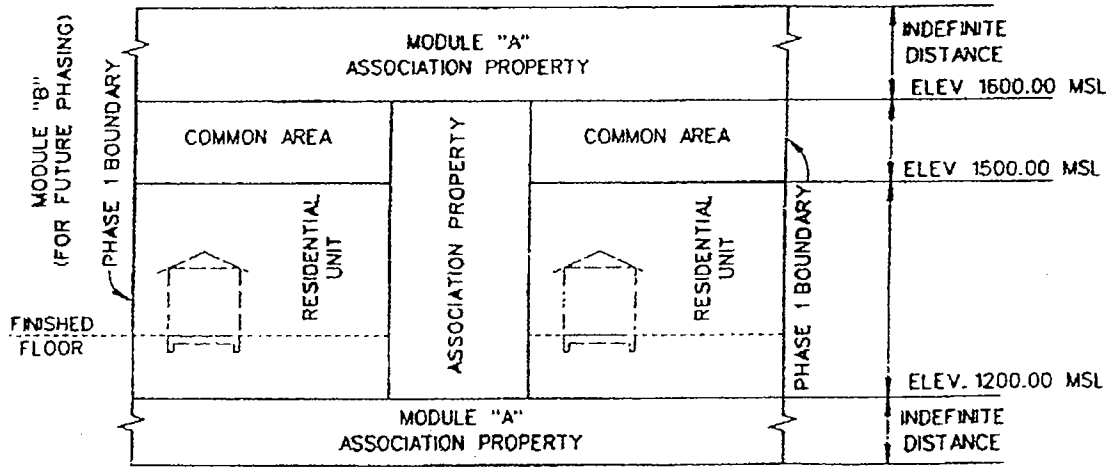
CANTERBURY @ TESORO del VALLE

CONDOMINIUM PLAN

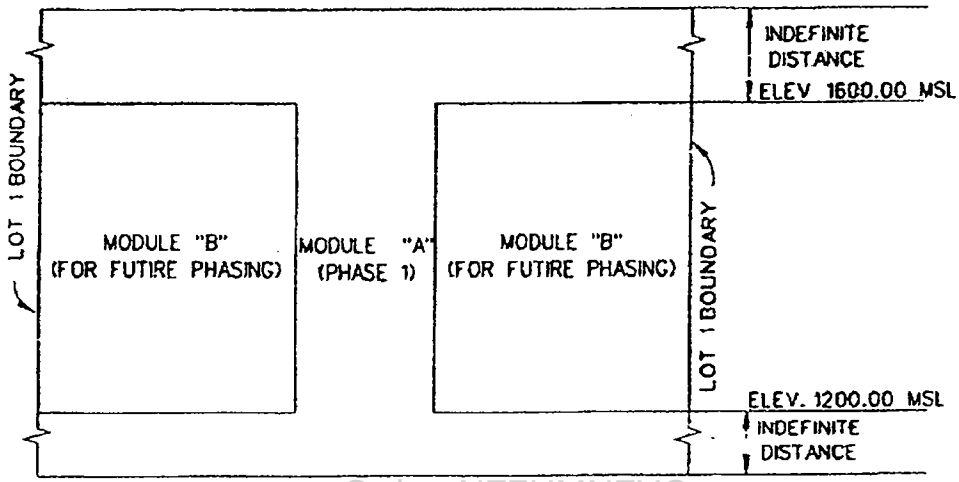
PHASE 1



TYPICAL RESIDENTIAL UNIT PLAN VIEW (N.T.S.)



TYPICAL PHASE CROSS SECTION (N.T.S.)



TYPICAL MODULE CROSS SECTION (N.T.S.)

194CP099

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1/27/05

SCALE: 1" = 200'

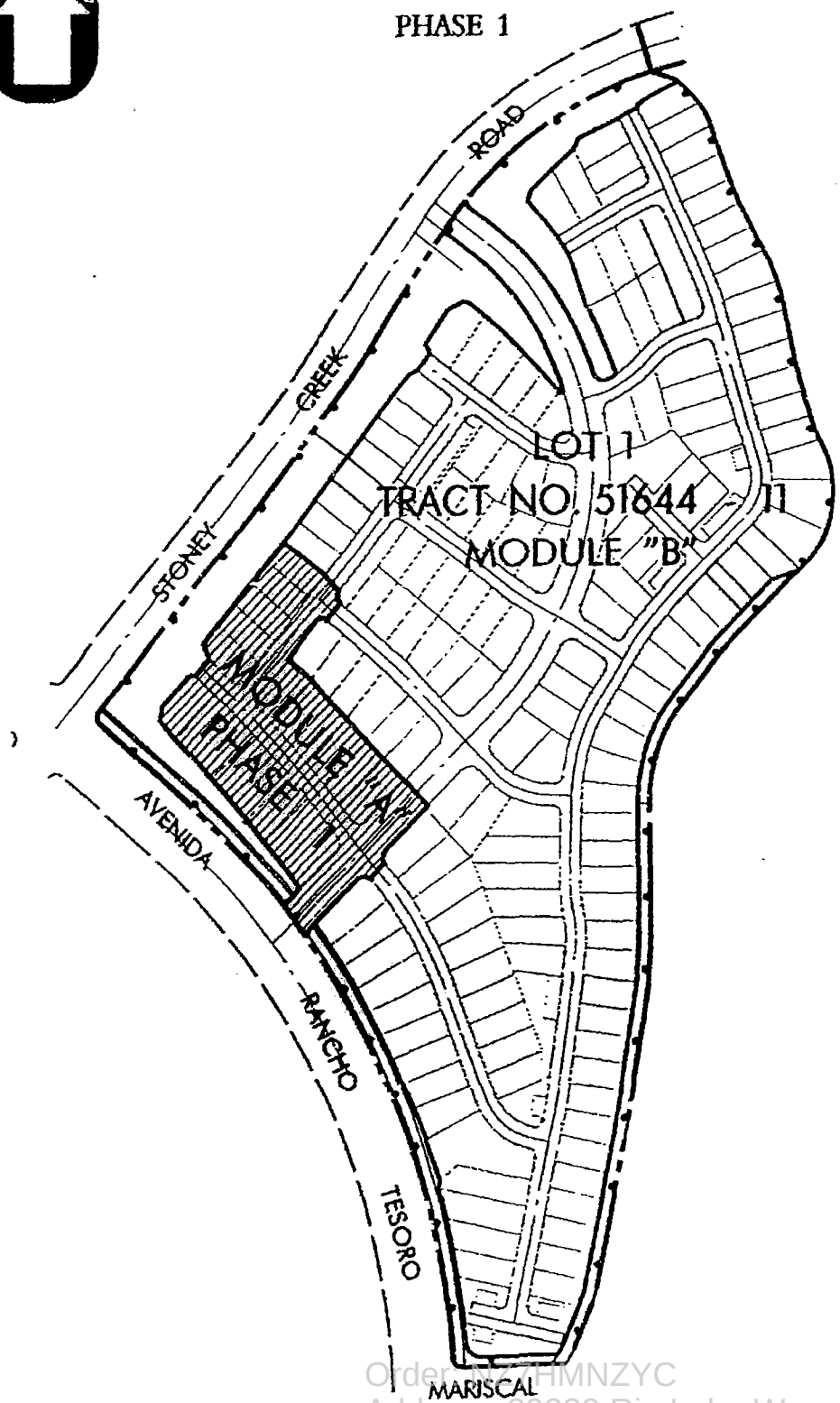
TRACT NO. 51644-11

SHEET 9 OF 13 SHEETS

CANTERBURY @ TESORO del VALLE

CONDOMINIUM PLAN

PHASE 1



19-CP001

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Order Date: 08/06/2020
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1/27/05

SCALE: 1" = 60 '

TRACT NO. 51644-11

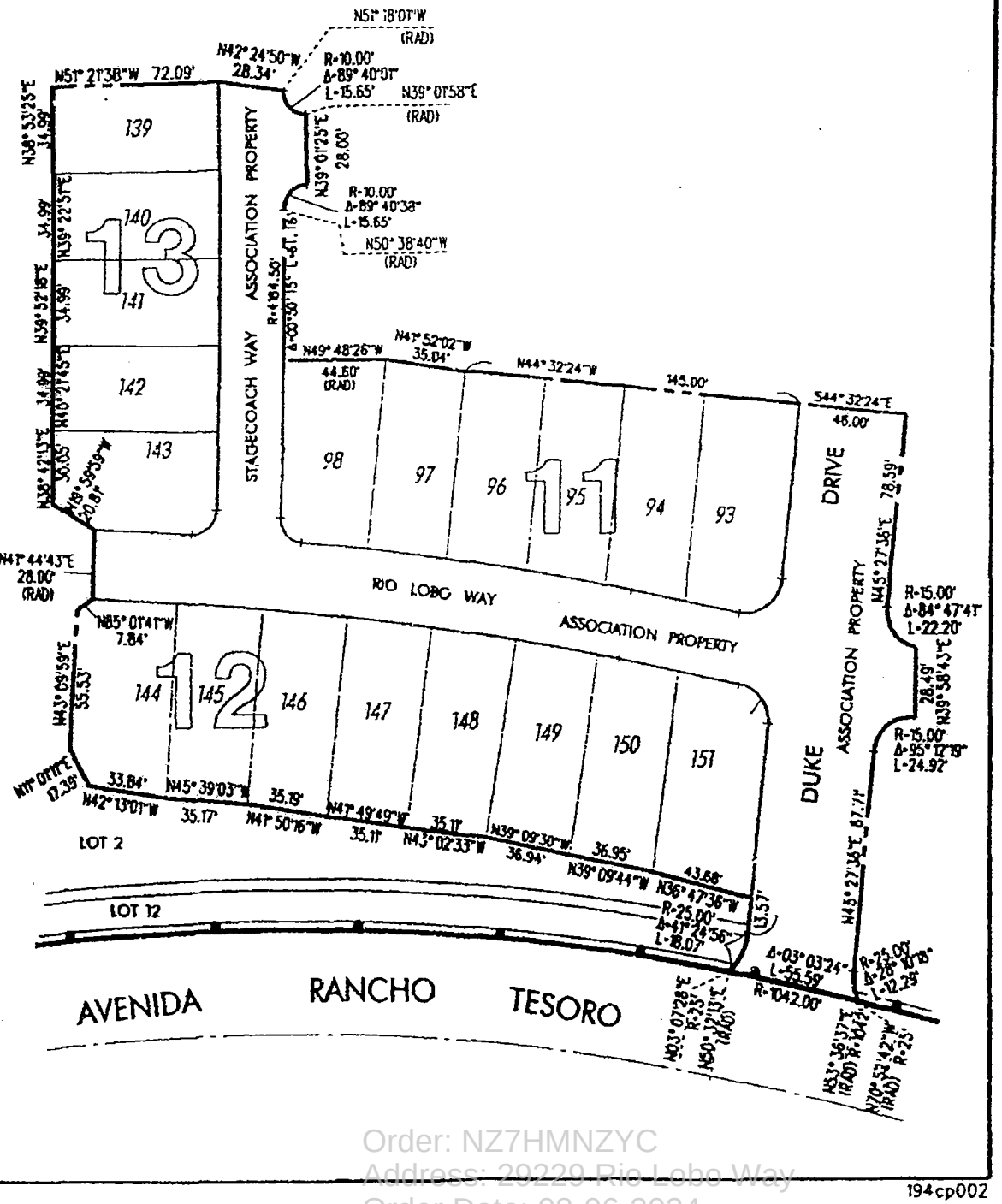
SHEET 10 OF 13 SHEETS

CANTERBURY @ TESORO del VALLE

CONDOMINIUM PLAN

PHASE 1

KEY MAP & BOUNDARY



194cp002

Order: NZ7HMNZYC
Address: 29229 Rio Lobo Way
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1/27/05

SCALE: 1"=30"

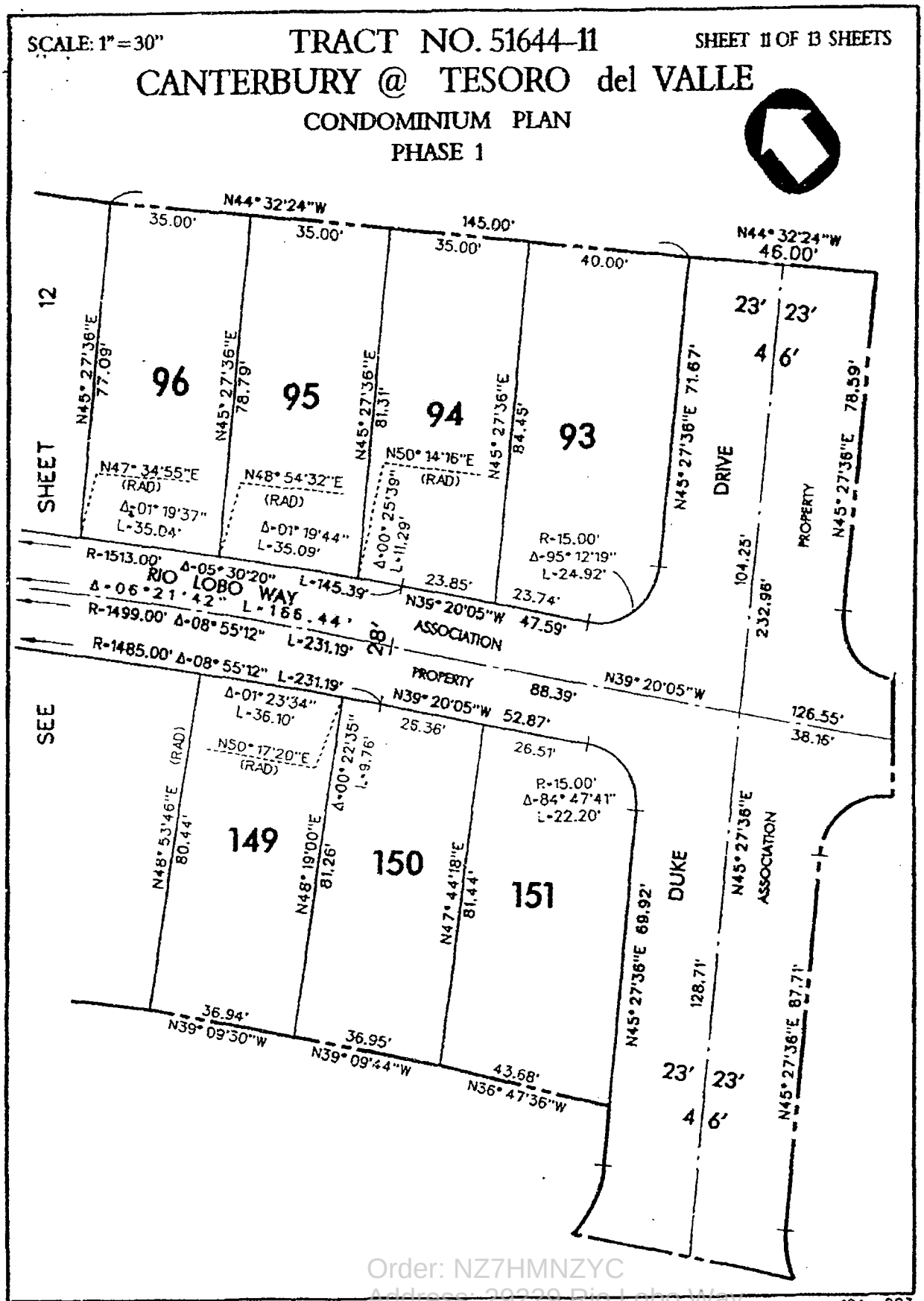
TRACT NO. 51644-11

SHEET 11 OF 13 SHEETS

CANTERBURY @ TESORO del VALLE

CONDOMINIUM PLAN

PHASE 1



194cp003

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Order: NZ7HMNZYC
Address: 29329 Rio Lobo Way
Order Date: 06-06-2024
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SCALE: 1" = 30'

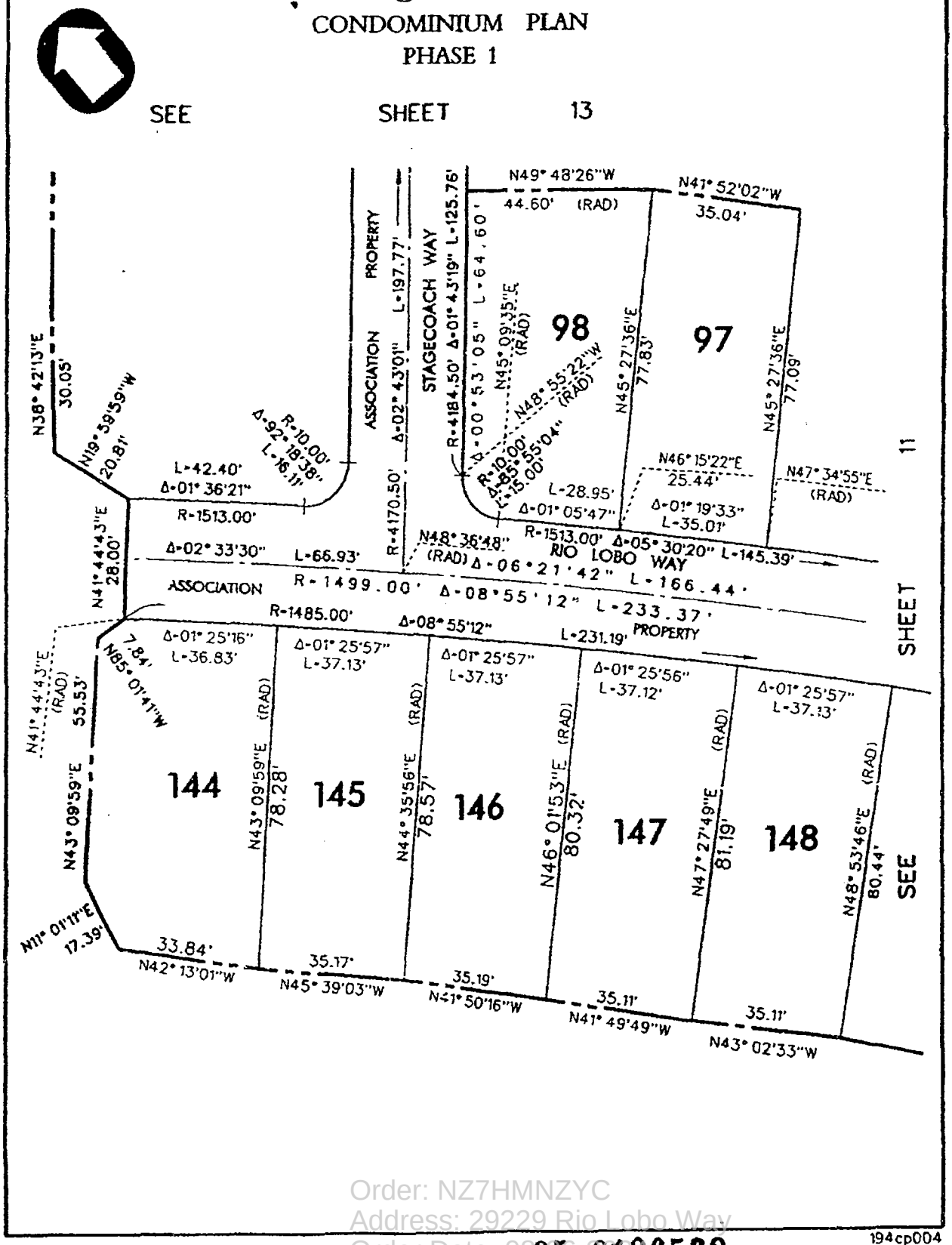
TRACT NO. 51644-11

SHEET 12 OF 13 SHEETS

CANTERBURY @ TESORO del VALLE

CONDOMINIUM PLAN

PHASE 1



194cp004

05 0196532

Order: NZ7HMNZYC
Address: 29229 Rio Lobo Way
Order Date: 08/16-2016
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1/27/05

SCALE: 1" = 30'

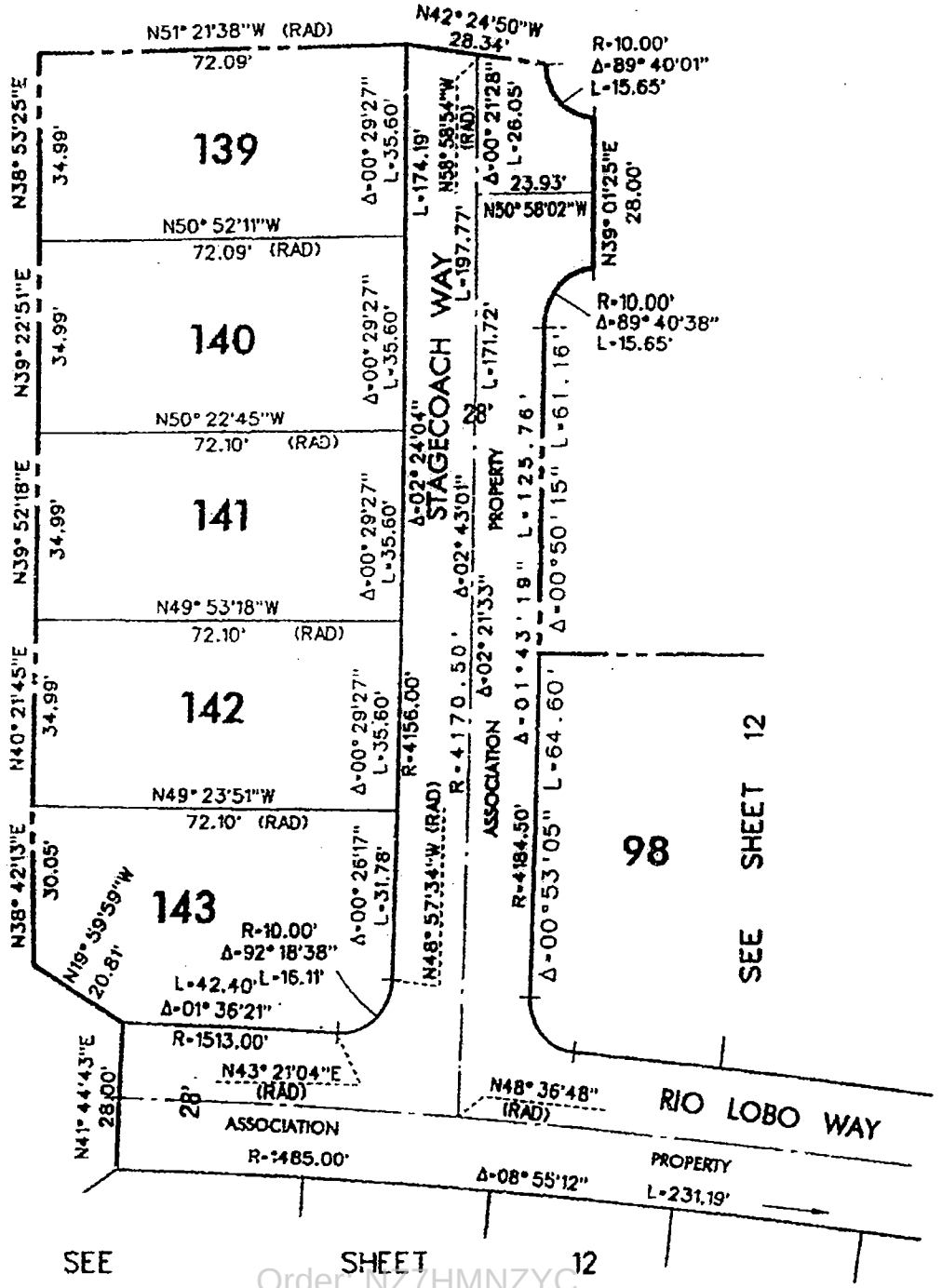
TRACT NO. 51644-11

SHEET 13 OF 13 SHEETS

CANTERBURY @ TESORO del VALLE

CONDOMINIUM PLAN

PHASE 1



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194cp005

Description: Los Angeles,CA Document-Year.DocID 2005.196532 Page: 13 of 15
Order: KC Comment:

1/27/05

CONSENT TO RECORDATION OF CONDOMINIUM PLAN

The undersigned, as holder of the Beneficial Interest in that certain Deed of Trust dated September 9, 2003 and recorded in the Office of the County Recorder of Los Angeles County on September 10, 2003, as Instrument No. 03-2645305, which Deed of Trust encumbers all or a portion of the real property covered by this Condominium Plan of Canterbury at Tesoro del Valle, Phase 1 ("Condominium Plan") attached hereto, does hereby consent to the recordation of said Condominium Plan.

SCC ACQUISITIONS INC., a California corporation

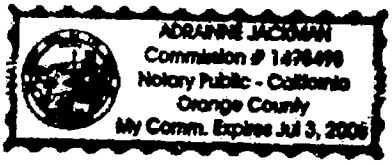
By: _____
Name: Bruce Elieff
Title: _____

By: _____
Name: _____
Title: _____

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Order Date: 08-06-2024
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Order: KC Comment:

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STATE OF California)
) ss.
COUNTY OF Orange)

On 12/29/04 before me, Adrainne Jackman, personally appeared Bruce Elliff personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (SEAL)

Order: NZ7HMNZYC
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Order Date: 05-06-2025
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05 0196532

Description: Los Angeles,CA Document-Year.DocID 2005.196532 Page: 15 of 15
Order: KC Comment:

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Luce, Forward, Hamilton & Scripps LLP
600 West Broadway, Suite 2600
San Diego, CA 92101-3372
Attn: Nancy T. Scull, Esq.

Certified to be a true and correct copy of Supplementary Declaration
Recorded June 9, 2005
As Instrument No 05-1343508
of Official Records of Los Angeles County, California
By
FIDELITY NATIONAL TITLE CO.

SPACE ABOVE RESERVED FOR FILING STAMP

SUPPLEMENTARY DECLARATION
(Canterbury at Tesoro Del Valle)

This SUPPLEMENTARY DECLARATION (this "**Supplementary Declaration**") is made and entered into this June 3, 2005, by KB HOME Greater Los Angeles Inc., a California corporation ("**Declarant**"), with reference to the matters set forth below.

RECITALS

A. Declarant is the owner of that certain real property located in the unincorporated area of the County of Los Angeles, State of California, more particularly described on Exhibit "A," attached hereto and incorporated herein.

B. Declarant caused to be filed for record that certain Declaration of Covenants, Conditions and Restrictions of Canterbury at Tesoro Del Valle, on January 28, 2005 in the Office of the County Recorder of Los Angeles County, California, as Document No. 2005-0208525 ("**Declaration**") against the real property described therein.

C. Under Section 16.4 of the Declaration, a Supplementary Declaration may be recorded by Declarant to identify areas referenced in the Declaration to be maintained by the Association.

NOW THEREFORE, Declarant declares as follows:

1. **Defined Terms**. Except as the content otherwise requires, all terms contained herein shall have the same meaning as set forth in the Declaration.

2. **Utility Easement Areas**. The term "Utility Easement Areas" refers to those portions of certain Residential Units depicted on **Exhibit "B"** attached hereto and incorporated herein, over which easements have been granted to the Association for utilities and utility maintenance.

3. **Easement for Utility Easement Areas**. Under separate instrument, Declarant has granted to the Association a non-exclusive easement for utilities and utility maintenance over and across the Utility Easement Areas.

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4. **Use Restrictions for Utility Easement Areas**. Each Owner shall be prohibited from interfering with the utility facilities located within the Utility Easement Areas.

5. **Maintenance of Utility Easement Areas**. The Association shall have the obligation to maintain, repair and replace the utility facilities located within the Utility Easement Areas in a good condition of maintenance and repair.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first above written.

DECLARANT:

KB HOME Greater Los Angeles Inc., a California corporation

By: Ron Mettrel
Name: Ron Mettrel
Title: Vice President, Land

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Address: 29229 Rio Lobo Way
Order Date: 08-06-2024
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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 6/3/05 before me, Karen A DeFevers, personally appeared Ron Mertzo, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name(s) are/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Karen A DeFevers (SEAL)

KAREN A. DEFEVERS
Commission # 1530287
Notary Public - California
Los Angeles County
My Comm. Expires Nov 27, 2008

Order: NZ7HMNZYC
Address: 29229 Rio Lobo Way
Order Date: 08-06-2024
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EXHIBIT "A"

UTILITY EASEMENT AREAS

PARCEL 1:

RESIDENTIAL UNITS 108 THROUGH 110, INCLUSIVE, OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN FOR CANTERBURY AT TESORO DEL VALLE, PHASE 2, RECORDED IN THE OFFICE OF THE COUNTY RECORDED OF LOS ANGELES COUNTY ON JANUARY 27, 2005 AS DOCUMENT NO. 2005-0196533.

PARCEL 2:

RESIDENTIAL UNITS 119 THROUGH 121, INCLUSIVE, 129 AND 130 OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN FOR CANTERBURY AT TESORO DEL VALLE, PHASE 3, RECORDED IN THE OFFICE OF THE COUNTY RECORDED OF LOS ANGELES COUNTY ON JANUARY 27, 2005 AS DOCUMENT NO. 2005-0421616.

PARCEL 3:

RESIDENTIAL UNITS 49 THROUGH 53, INCLUSIVE, OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN FOR CANTERBURY AT TESORO DEL VALLE, PHASE 4, RECORDED IN THE OFFICE OF THE COUNTY RECORDED OF LOS ANGELES COUNTY ON JANUARY 27, 2005 AS DOCUMENT NO. 2005-0421617.

PARCEL 4:

RESIDENTIAL UNITS 63 THROUGH 67, INCLUSIVE, OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 THROUGH 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN FOR CANTERBURY AT TESORO DEL VALLE, PHASE 1, RECORDED IN THE OFFICE OF THE COUNTY RECORDED OF LOS ANGELES COUNTY ON JANUARY 27, 2005 AS DOCUMENT NO. 2005-0421618.

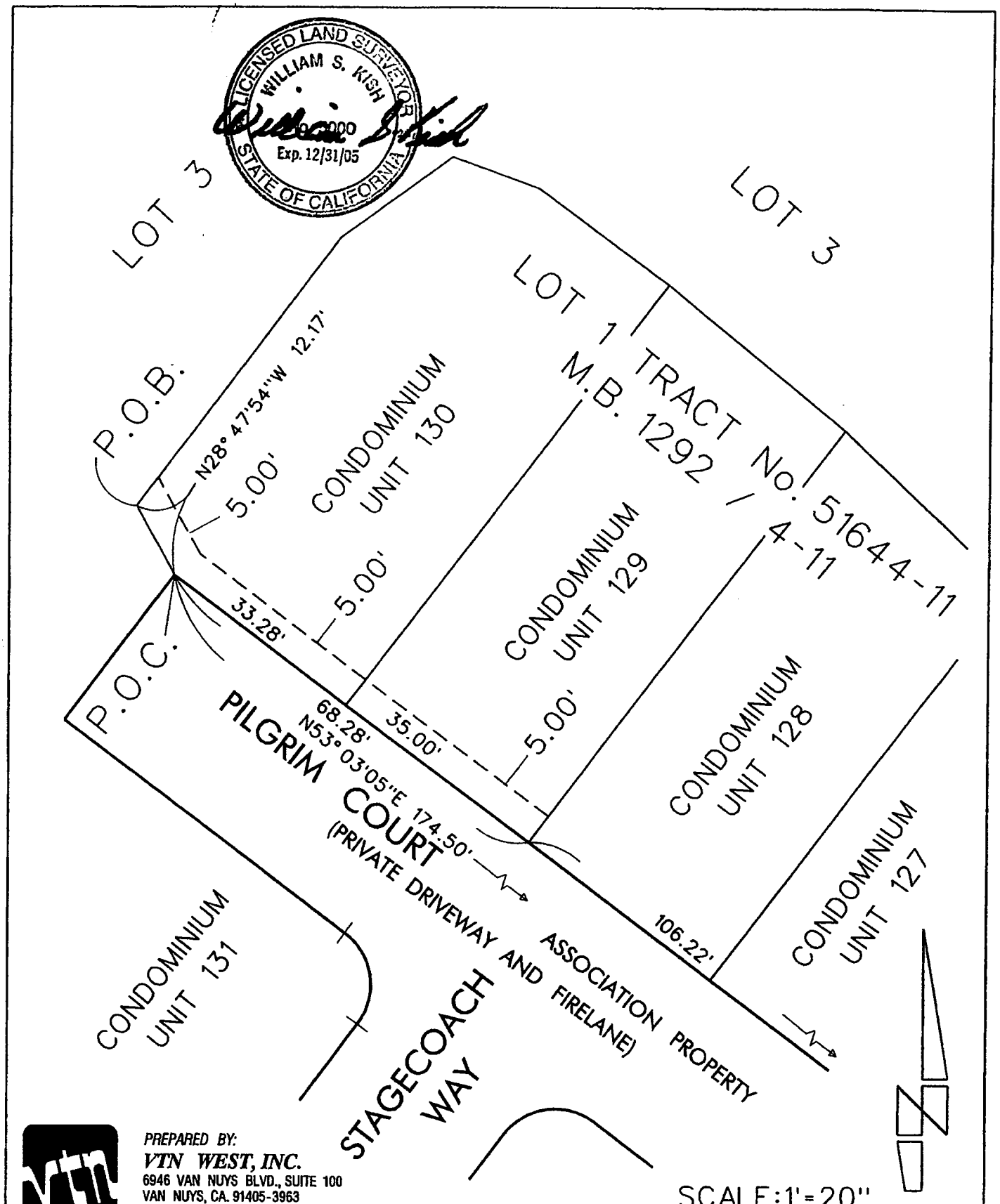
Order: NZ7HMNZYC
Address: 29229 Rio Lobo Way
Order Date: 08-06-2024
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EXHIBIT "B"

DEPICTIONS OF UTILITY EASEMENT AREAS

[Attached Hereto]

Order: NZ7HMNZYC
Address: 29229 Rio Lobo Way
Order Date: 08-06-2024
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PREPARED BY:
VTN WEST, INC.
6946 VAN NUYS BLVD., SUITE 100
VAN NUYS, CA. 91405-3963
818/779-8740/50-FAX

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

VTNLGL# 05-28

194LG010

Order: NZ7HMNZYC
29229 Rio Lobo Way
Order Date: 08-06-2024
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EXHIBIT A

May 25, 2005
W.O. No. 6094-101
VTNLGL 05-28

LEGAL DESCRIPTION

That portion of Lot 1, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

Being a strip of land 5.00 feet wide the Southwesterly line of which is described as follows:

Commencing at the intersection point of that Northwesterly line of said Lot 1 shown as having a bearing of North 28°47'54" West and a distance of 12.17 feet with that Northeasterly line of that private driveway and fire lane 28.00 feet wide shown as having a bearing of North 53°03'05" West and a distance of 174.50 feet on said map; thence, along said Northwesterly line of Lot 1,

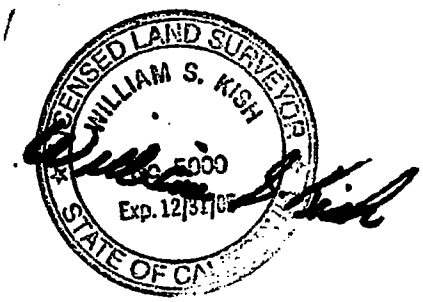
North 28°47'54" West 12.17 feet TO THE TRUE POINT OF BEGINNING; thence,

1. South 28°47'54" East 12.17 feet; thence,

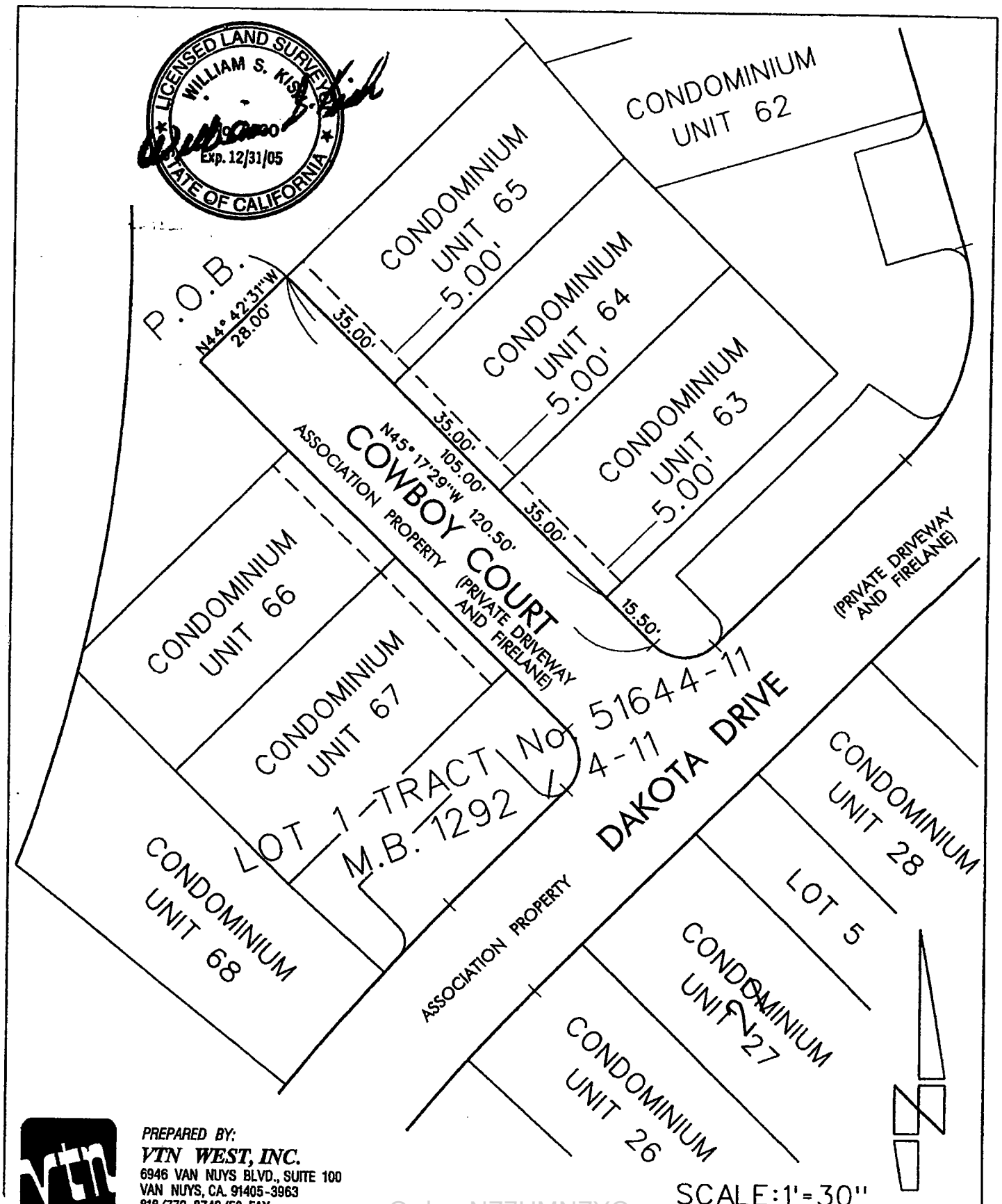
2. South 53°03'05" East 68.28 feet.

Said 5.00 foot wide strip of land is the Southwesterly 5.00 feet of Condominium Units 129 and 130 of that Condominium Plan for Canterbury at Tesoro del Valle.

The sidelines of said 5.00 foot wide strip of land shall be lengthened or shortened so as to terminate Northwesterly in the Northwesterly line of said Condominium Unit 130 and terminate Southeasterly in the Southeasterly line of said Condominium Unit 129.



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PREPARED BY:
VTN WEST, INC.
6946 VAN NUYS BLVD., SUITE 100
VAN NUYS, CA. 91405-3963
818/779-8740/50-FAX

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

VTNLGL# 05-32

194LG014

Order: NZ7HMNZYC
Address: 29229 Rio Lobo Way
Order Date: 08-06-2024
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EXHIBIT A

Sheet 1

May 23, 2005
W.O. No. 6094-101
VTNLGL 05-32

LEGAL DESCRIPTION

That portion of Lot 1, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

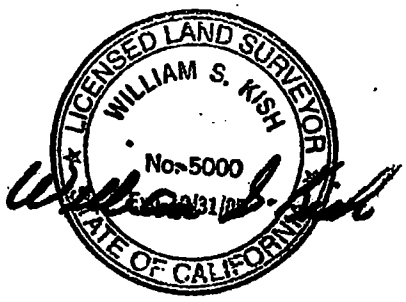
Being a strip of land 5.00 feet wide the Southwesterly line of which is described as follows:

BEGINNING at a point in the Northeasterly line of that private driveway and fire lane 28.00 feet wide shown as having a bearing of North 45°17'29" West and a distance of 120.50 feet on said map; thence, along said Northeasterly line

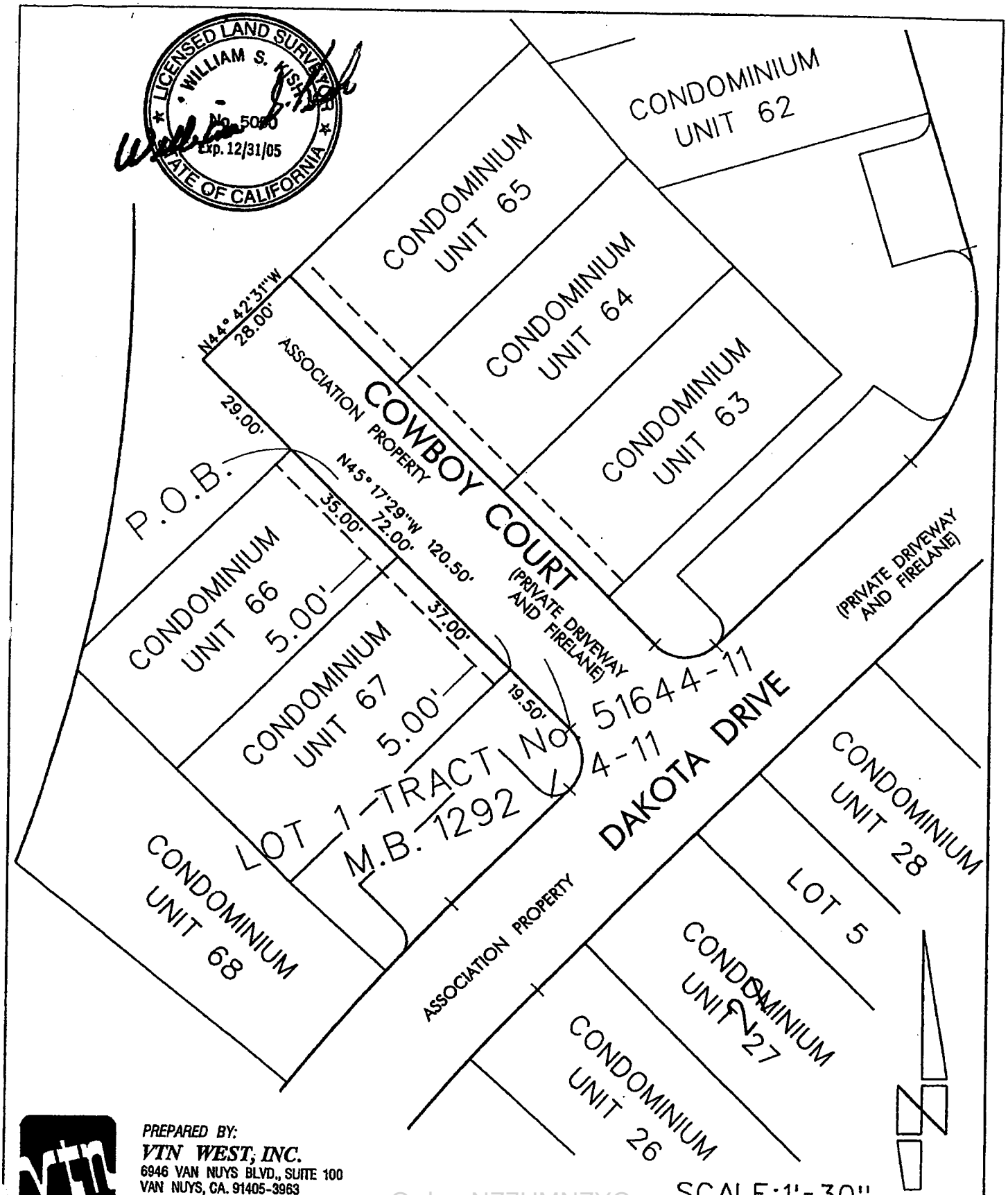
1. South 45°17'29" East 105.00 feet.

Said 5.00 foot wide strip of land is the Southwesterly 5.00 feet of Condominium Units 63, 64 and 65 of that Condominium Plan for Canterbury at Tesoro del Valle.

The sidelines of said 5.00 foot wide strip of land shall be lengthened or shortened so as to terminate Northwesterly in the Northwesterly line of said Condominium Unit 65 and terminate Southeasterly in the Southeasterly line of said Condominium Unit 63.



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PREPARED BY:
VTN WEST, INC.
6946 VAN NUYS BLVD., SUITE 100
VAN NUYS, CA. 91405-3963
818/779-8740/50-FAX

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

VTNLGL# 05-33

194LG015

Order: NZ7HMNZYC
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Order Date: 08-06-2024
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EXHIBIT A

May 24, 2005
W.O. No. 6094-101
VTNLGL 05-33

LEGAL DESCRIPTION

That portion of Lot 1, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

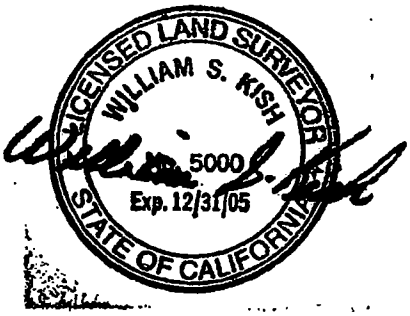
Being a strip of land 5.00 feet wide the Northeasterly line of which is described as follows:

BEGINNING at a point in the Southwesterly line of that private driveway and fire lane 28.00 feet wide shown as having a bearing of North 45°17'29" West and a distance of 120.50 feet on said map, said point being distant thereon Southeasterly 29.00 feet from the Northwesterly terminus of said Southwesterly line; thence, along said Southwesterly line

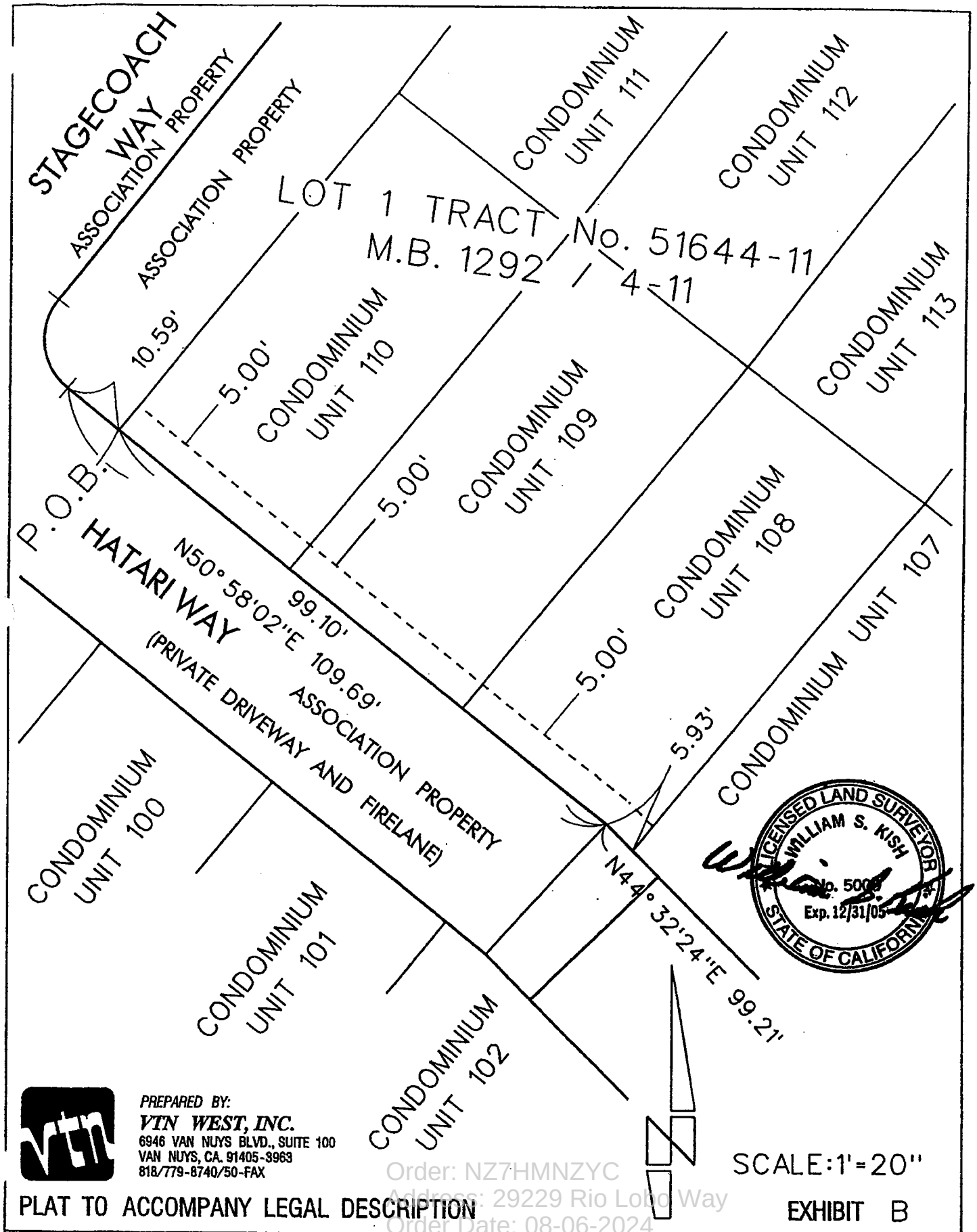
1. South 45°17'29" East 72.00 feet.

Said 5.00 foot wide strip of land is the Northeasterly 5.00 feet of Condominium Units 66 and 67 of that Condominium Plan for Canterbury at Tesoro del Valle.

The sidelines of said 5.00 foot wide strip of land shall be lengthened or shortened so as to terminate Northwesterly in the Northwesterly line of said Condominium Unit 66 and terminate Southeasterly in the Southeasterly line of said Condominium Unit 67.



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PREPARED BY:
VTN WEST, INC.
6946 VAN NUYS BLVD., SUITE 100
VAN NUYS, CA. 91405-3963
818/779-8740/50-FAX

SCALE: 1"=20'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

VTNLGL# 05-24

194LG008

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EXHIBIT A

May 20, 2005
W.O. No. 6094-101
VTNLGL 05-24

LEGAL DESCRIPTION

That portion of Lot 1, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

Being a strip of land 5.00 feet wide the Southwesterly line of which is described as follows:

Beginning at a point in the Northeasterly line of that private driveway and fire lane 28.00 feet wide shown as having a bearing of North 50°58'02" West and a distance of 109.69 feet on said map, said point being distant thereon Southeasterly 10.59 feet from the Northwesterly terminus of said Northeasterly line; thence, along said Northeasterly line

1. South 50°58'02" East 99.10 feet; thence,

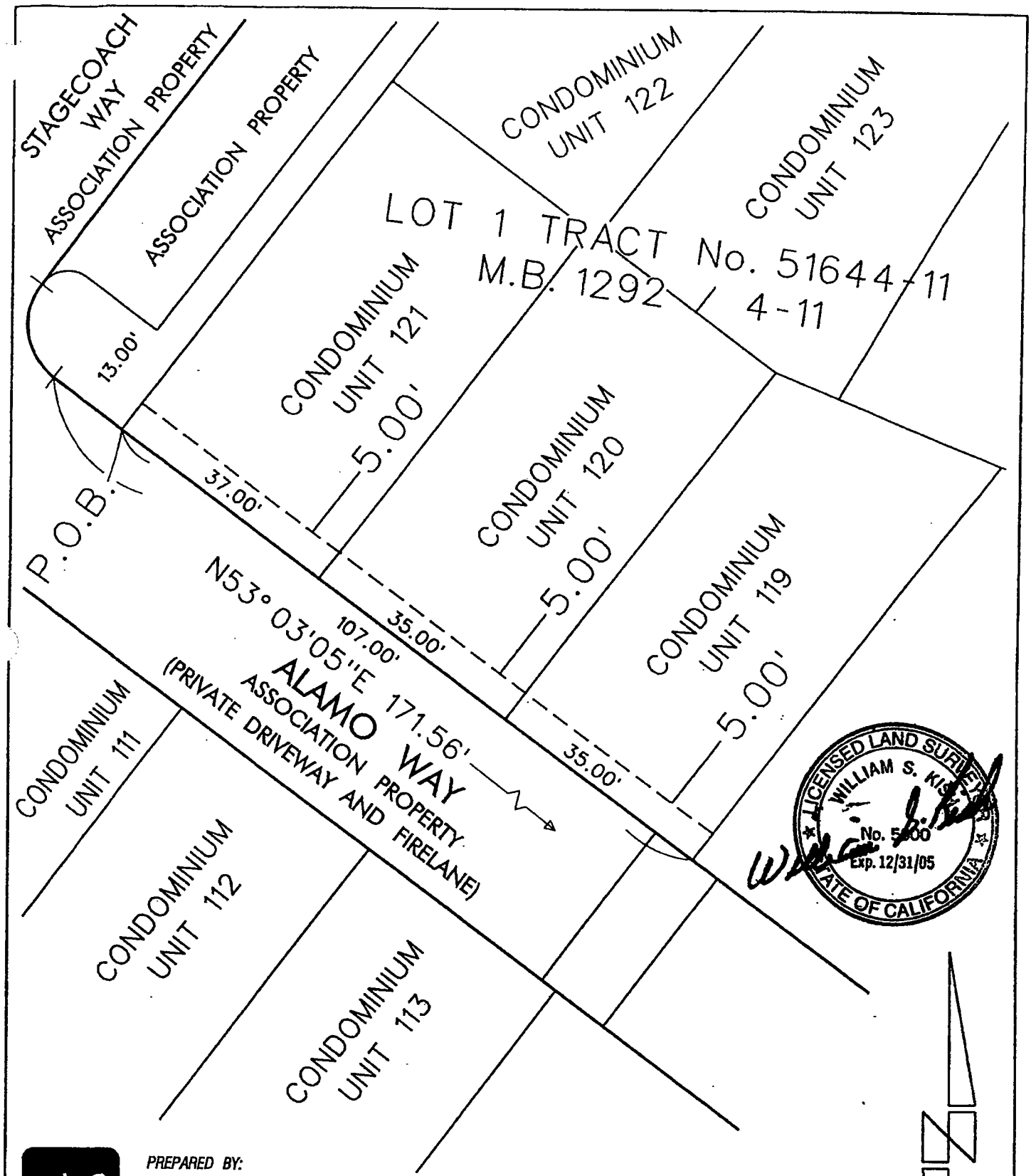
2. South 44°32'24" East 5.93 feet.

Said 5.00 foot wide strip of land is the Southwesterly 5.00 feet of Condominium Units 108, 109 and 110 of that Condominium Plan for Canterbury at Tesoro del Valle.

The sidelines of said 5.00 foot wide strip of land shall be lengthened or shortened so as to terminate Northwesterly in the Northwesterly line of said Condominium Unit 110 and terminate Southeasterly in the Southeasterly line of said Condominium Unit 108.



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SCALE: 1"=20'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

VTNLGL# 05-25

194LG008

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EXHIBIT A

May 20, 2005
W.O. No. 6094-101
VTNLGL 05-25

LEGAL DESCRIPTION

That portion of Lot 1, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

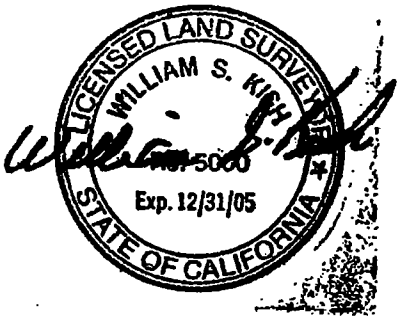
Being a strip of land 5.00 feet wide the Southwesterly line of which is described as follows:

Beginning at a point in the Northeasterly line of that private driveway and fire lane 28.00 feet wide shown as having a bearing of North 53°03'05" West and a distance of 171.57 feet on said map, said point being distant thereon Southeasterly 13.00 feet from the Northwesterly terminus of said Northeasterly line; thence, along said Northeasterly line

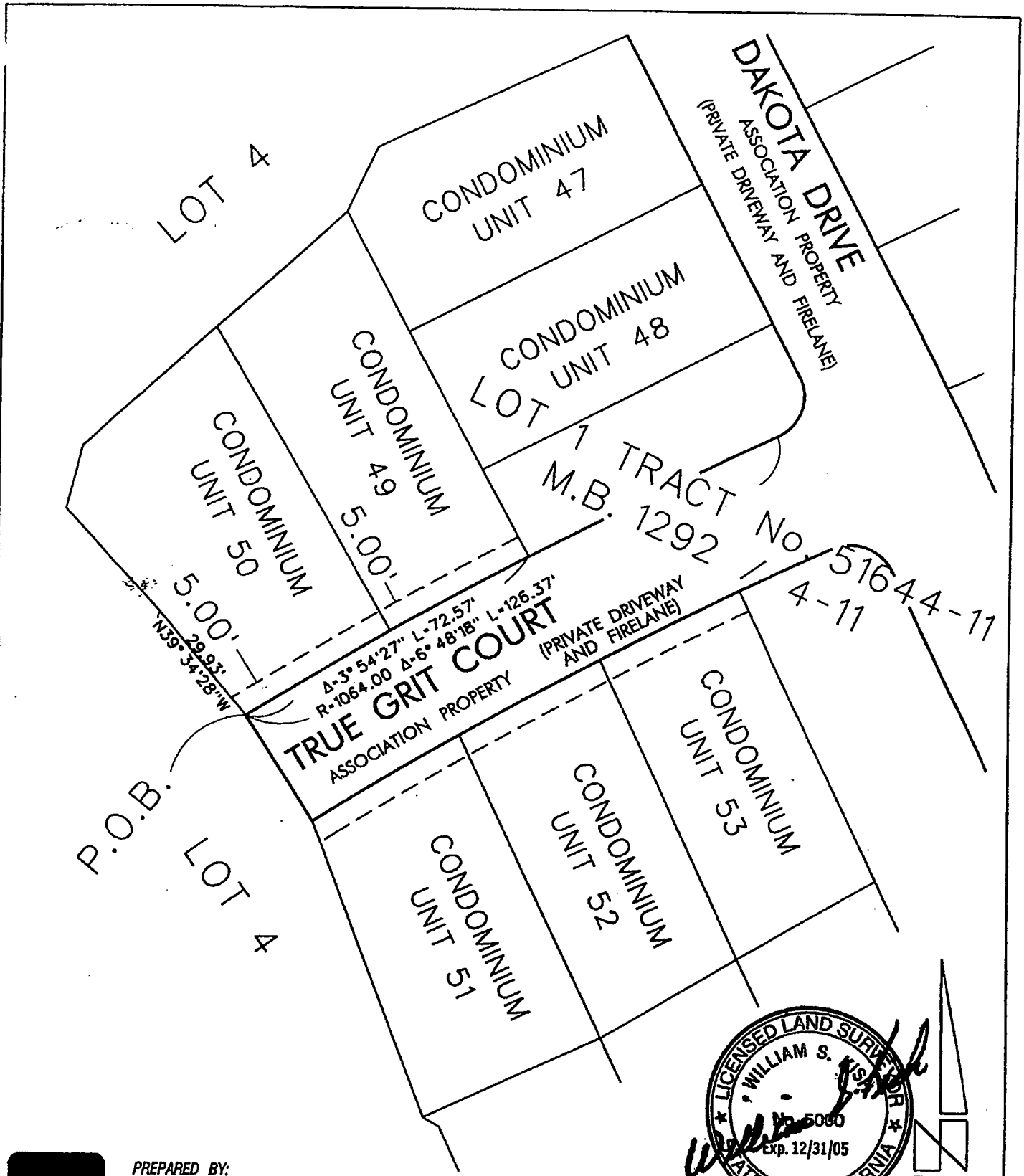
1. South 53°03'05" East 107.00 feet.

Said 5.00 foot wide strip of land is the Southwesterly 5.00 feet of Condominium Units 119, 120 and 121 of that Condominium Plan for Canterbury at Tesoro del Valle.

The sidelines of said 5.00 foot wide strip of land shall be lengthened or shortened so as to terminate Northwesterly in the Northwesterly line of said Condominium Unit 121 and terminate Southeasterly in the Southeasterly line of said Condominium Unit 119.



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PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

VTNLGL# 05-29

1941 G011

EXHIBIT A Sheet 1

May 24, 2005
W.O. No. 6094-101
VTNLGL 05-29

LEGAL DESCRIPTION

That portion of Lot 1, Tract No. 51644-11 in the unincorporated area of Los Angeles County, State of California, as per the Map recorded in Book 1292, Pages 4 through 11, inclusive, of Maps in the Office of the County Recorder of said County described as follows:

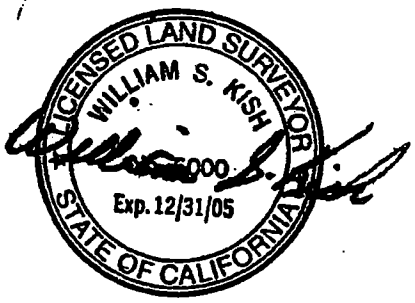
Being a strip of land 5.00 feet wide the Southeasterly line of which is described as follows:

BEGINNING at the intersection point of that Northeasterly line of said Lot 4 shown as having a bearing of North 39°34'28" West and a distance of 29.93 feet with that Northwesterly line of that private driveway and fire lane 28.00 feet wide shown as having a radius of 1064.00 feet, a delta angle of 6°48'18" and a length of 126.37 feet on said map; thence, along the arc of said curve and said Northwesterly line of said private driveway and fire lane,

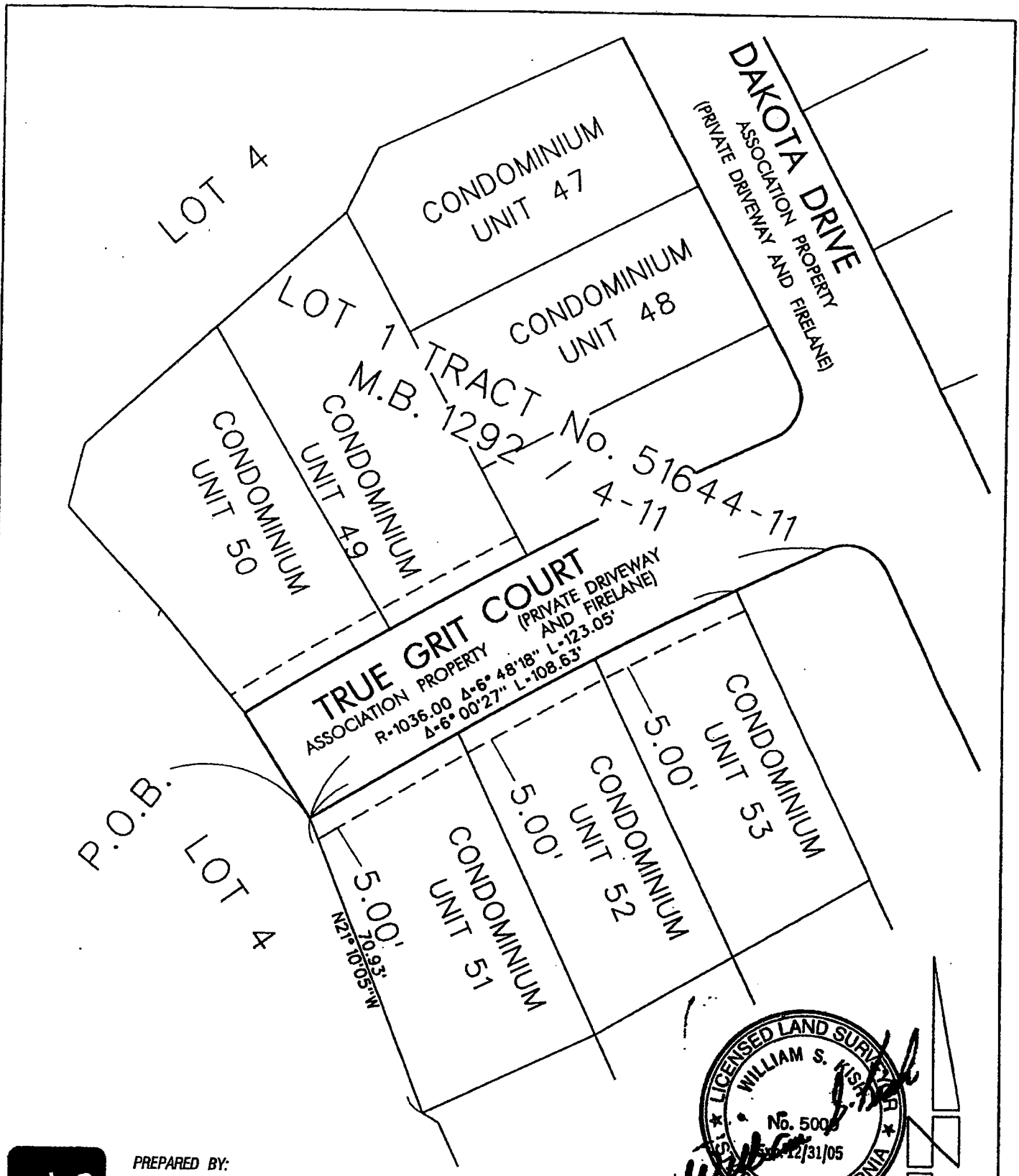
1. Northeasterly, through a central angle of 3°54'27", a length of 72.57'

Said 5.00 foot wide strip of land is the Southeasterly 5.00 feet of Condominium Units 49 and 50 of that Condominium Plan for Canterbury at Tesoro del Valle.

The sidelines of said 5.00 foot wide strip of land shall be lengthened or shortened so as to terminate Northeasterly in the Northeasterly line of said Condominium Unit 49 and terminate Southwesterly in the Southwesterly line of said Condominium Unit 50.



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SCALE: 1" = 30'

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PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

VTNLGL# 05-30

194LG012

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4/29/05

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE COMPANY
~~SUBDIVISION DEPARTMENT~~

WHEN RECORDED MAIL TO:

Luce, Forward, Hamilton & Scripps LLP
600 West Broadway, Suite 2600
San Diego, CA 92101
Attn: Nancy T. Scull, Esq.

Certified to be a true and correct copy of Supplemental Declaration
Recorded May 12, 2005
As Instrument No 05-1122959
of Official Records of Los Angeles County, California
By [signature]
FIDELITY NATIONAL TITLE CO.

Space Above For Recorder's Use

SUPPLEMENTARY DECLARATION OF CANTERBURY AT TESORO DEL VALLE

KB HOME Greater Los Angeles Inc., a California corporation ("Declarant"), makes this Supplementary Declaration of Canterbury at Tesoro del Valle ("Supplementary Declaration"), on March 25, 2005 with reference to the facts set forth below.

RECITALS

A. Declarant caused to be filed for record on January 28, 2005 in the Official Records of Los Angeles County, California, as Instrument No. 2005-0208525, that certain Declaration of Covenants, Conditions and Restrictions of Canterbury at Tesoro del Valle ("Declaration").

B. Declarant is the owner of the real property described on Exhibit "A" ("Declarant Property"). KB One Inc., a Virginia corporation, is the owner of the real property described on Exhibit "B" ("KB One Property").

C. Pursuant to the terms of the Declaration, the real property described in Exhibit "C" attached hereto and incorporated herein (the "Additional Property"), which comprises the Declarant Property and the KB One Property, may be annexed into the Canterbury at Tesoro del Valle Homeowners Association, a California nonprofit mutual benefit corporation (the "Association") and made subject to the Declaration.

D. Declarant and KB One desire to annex the Additional Property to the Declaration and into the Association. By such annexation, Declarant and KB One intend that the covenants, conditions and restrictions of the Declaration shall apply to the Additional Property in the same manner as if it were originally covered by the Declaration. This Supplementary Declaration shall not be deemed to affect the provisions of the Declaration as covenants running with the land or as equitable servitudes to be uniformly applicable to all portions of the property covered by the Declaration, including those portions added thereto by annexation.

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NOW THEREFORE, Declarant declares as follows:

1. Annexation of Additional Property. Upon the recordation of this Supplementary Declaration in the Office of the County Recorder of Los Angeles County, the annexation of the real property described in Exhibit "A" shall be and become accomplished and all of the incidents of annexation, as set forth in the Declaration, shall be in full force and effect.

2. Association Property. The Association Property within the Additional Property which is being annexed shall consist of the real property identified as Association Property on Exhibit "A".

3. Application of Association Restrictions. The terms and provisions of the covenants, conditions and restrictions of the Declaration shall apply to the Additional Property as if such property were originally covered by the Declaration.

4. Effect of This Supplementary Declaration. This Supplementary Declaration shall not be deemed to affect the Declaration as covenants running with the land or equitable servitudes, all of which shall be uniformly applicable to all portions of the Project, including those portions added thereto pursuant to this annexation.

5. Interpretation. Unless the context otherwise requires, all words, terms and phrases used in this Supplementary Declaration shall have the meaning ascribed thereto in the Declaration.

IN WITNESS WHEREOF, this Supplementary Declaration has been executed as of the date first above written.

Dated: March 29, 2005

KB HOME Greater Los Angeles Inc., a California corporation

By: _____
Name: Ron Mercer
Title: Vice President, Land

Dated: April 1, 2005

KB One Inc., a Virginia corporation

By: _____
Its authorized agent

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4/29/05

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On March 29, 2005 before me, Karen A DeFevers, Notary Public personally appeared Ron Mertzel personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name(~~s~~) are/is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Karen A DeFevers (SEAL)

KAREN A. DEFEVERS
Commission # 1530287
Notary Public - California
Los Angeles County
My Comm. Expires Nov 27, 2006

STATE OF Virginia)
) ss.
COUNTY OF Henrico)

On 4-1-05 before me, A. Casey Kidd, personally appeared Mark P. Paniccia personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature A. Casey Kidd Expires 8/31/09 (SEAL)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On May 3, 2005 (Date) before me, Karen A DeFevers, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Ron Mertzel (Name(s) of Signer(s)),

☒ personally known to me

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

KAREN A. DEFEVERS
Commission # 1530287
Notary Public - California
Los Angeles County
My Comm. Expires Nov 27, 2008

WITNESS my hand and official seal.

Place Notary Seal Above

Karen A. DeFevers
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT "A"

Declarant Property

RESIDENTIAL UNIT NOS. 73 THROUGH 76, INCLUSIVE, RESIDENTIAL UNIT NOS. 83 THROUGH 87, INCLUSIVE, RESIDENTIAL UNIT NO. 92 AND RESIDENTIAL UNIT NOS. 152 THROUGH 161, INCLUSIVE AND THE COMMON AREA APPURTENANT TO SUCH RESIDENTIAL UNITS, AND THE ASSOCIATION PROPERTY LOCATED WITHIN MODULE I OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 TO 11, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN FOR CANTERBURY AT TESORO, PHASE 8, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY ON February 24, 2005, AS DOCUMENT NO. 05 - 0421621 ("CONDOMINIUM PLAN").

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EXHIBIT "B"

KB One Property

RESIDENTIAL UNIT NOS. 88 THROUGH 91, INCLUSIVE, AND THE COMMON AREA APPURTENANT TO SUCH RESIDENTIAL UNITS, LOCATED WITHIN MODULE 1 OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 TO 11, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THE CONDOMINIUM PLAN.

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EXHIBIT "C"

Additional Property

PROPERTY:

MODULE I OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 TO 11, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON THE CONDOMINIUM PLAN.

ASSOCIATION PROPERTY:

MODULE I OF LOT 1 OF TRACT 51644-11 IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1292, PAGES 4 TO 11, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM THE RESIDENTIAL UNITS WITHIN MODULE I, AS SHOWN ON THE CONDOMINIUM PLAN.

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