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The Riviera Estates Association

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**RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

**THE RIVIERA ESTATES ASSOCIATION
a California nonprofit corporation**

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

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RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE RIVIERA ESTATES ASSOCIATION

a California nonprofit corporation

THIS RESTATED Declaration of Covenants, Conditions, and Restrictions (“CC&Rs”) is made by all persons who own Lots in that certain real property planned residential Development known as the Riviera located in Los Angeles County, California. These CC&Rs apply to and bind all properties previously covered by covenants, conditions, and restrictions. Without reducing the number of properties covered by these CC&Rs, these CC&Rs apply to the properties described in Exhibit “A,” which is attached and incorporated herein by reference.

By this instrument, except for any recorded covenants affecting only a single Lot in the properties covered by these CC&Rs, the Members of the Association hereby fully amend and restate, in their entirety, all previous declarations of covenants, conditions, and restrictions recorded on October 28, 1994, as Recorder’s Document No. 94-1960228, as well as all amendments to such CC&Rs and substitute in their place these CC&Rs, which:

1. *Benefit Members.* Are for the benefit of Members of the Association;
2. *Benefit the Development.* Are for the benefit, enhancement and protection of the desirability, value and attractiveness of the Development and each Lot therein;
3. *Bind Successors in Interest.* Inure to the benefit of and be binding upon each successor in interest of the Association, each Member, Tenant, Resident, and occupant of any portion of the Development, as well as their respective heirs, personal representatives, grantees, Tenants, licensees, successors and assigns; and
4. *Run with the Land.* Run with the land and are binding upon all parties having or acquiring any right, title or interest in the Development or any portion of the Development, whether as sole owners, joint owners, Tenants, Residents, occupants or otherwise.

NOW THEREFORE, all Lots in the Development, as well as any conveyance, transfer, sale, assignment, rental, lease or sublease of a Lot, are deemed to incorporate the provisions of these CC&Rs. Each successor in interest is subject to all covenants, conditions, and restrictions in these CC&Rs.

ARTICLE 1: DEFINITIONS

- 1.1 “Annual Meeting” means the annual meeting of the Members of the Association.
- 1.2 “Architectural Guidelines” means those rules and guidelines that govern physical changes, alterations, repairs, or Improvements to Lots.
- 1.3 “Articles” means the Association’s Articles of Incorporation.
- 1.4 “Assessment” means any Regular Assessment, Special Assessment, Reimbursement Special Assessment, or any other assessment levied, imposed, or assessed against a Member’s Lot under the Governing Documents or applicable law provisions.
- 1.5 “Association” means the Riviera Estates Association, a California nonprofit corporation. When the context requires, the Association includes its Officers, Directors, employees, and agents.
- 1.6 “Board” or “Board of Directors” means the Board of Directors of the Association.
- 1.7 “Budget” means a pro forma operating budget, showing the Association’s estimated annual revenue and expenses on an accrual basis.
- 1.8 “Building” means any building or structure which is part of the Improvements of the Development.
- 1.9 “Bylaws” means the duly adopted Bylaws of the Association, including any amendments.
- 1.10 “CC&Rs” means this Restated Declaration of Covenants, Conditions and Restrictions and any amendments to these CC&Rs.
- 1.11 “Committee” means any committee appointed by the Board to assist in the management and administration of the affairs of the Association.
- 1.12 “Common Area” means the property known as “South Park,” which is a portion of Block H of Tract No. 8978, in the City of Los Angeles, as per Map Recorded in Book 127, on Page 16 of Maps, in the Office of the Los Angeles County Recorder.
- 1.13 “Common Expenses” means the costs, expenses and charges in connection with maintaining, managing, insuring, operating, repairing, improving or replacing the Common Area and Maintenance Areas or managing the affairs of the Association.

1.14 “Davis-Stirling Act” refers to the Davis-Stirling Common Interest Development Act, which is the portion of the California Civil Code beginning with Section 4000 that governs common interest developments.

1.15 “Development” means that certain residential development known as “Riviera Estates Association” or “REA” and is located in Pacific Palisades, Los Angeles County, California 90272.

1.16 “Director” means any member of the Association’s Board of Directors.

1.17 “Governing Documents” means these CC&Rs and any other documents that govern the Association’s operation, including, but not limited to, the Articles of Incorporation, Bylaws, Architectural Guidelines, Rules and Regulations and Election Rules, as may be amended from time to time.

1.18 “Improvements” means all buildings and other structures located within the Development.

1.19 “Lot” means any real property which is a Separate Interest, such as lots, sublots, or parcels in the Development subject to these CC&Rs. Real property includes the Improvements affixed to the Separate Interest.

1.20 “Maintenance Areas” means those public areas shown in Exhibit “C,” which the Board may determine, from time to time to be maintained, repaired and replaced by the Association, which may include:

- a. “Capri Circle” which refers to the area located at Capri Drive and Monaco Drive within the Development.
- b. “North Park” which is located immediately north of Capri Circle and bounded by Capri Drive on the west and Monaco Drive on the east.
- c. “D’Este Medians” which refers to the two green medians along the length of D’Este Drive
- d. “Sunset Green Areas” which refers to the green areas north of W. Sunset Blvd and south of N. Monaco Drive and San Remo Drive within the Development.

1.21 “Manager” means any Person or company employed or retained by the Association to oversee the operation, maintenance and management of the Association.

1.22 “Member” means the Owner, whether one or more Persons, of a Lot within the Development as evidenced by a publicly-recorded deed to the Lot but excluding any Person or Persons having such an interest in the Lot merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from the record fee ownership of a Lot and may not be transferred, encumbered, pledged, alienated, or otherwise separated in any way, except in connection with the record sale of a fee interest of the Lot to which it is appurtenant. Where the CC&Rs impose restrictions on Member, the restriction also applies to Member’s Tenants and Member’s and Tenant’s family members, guests and invitees.

1.23 “Membership Approval” or “Approval of the Membership” means approved or ratified by an affirmative vote of a majority of the votes represented and voting in a duly held election in which a Quorum is represented, which affirmative votes also constitute a majority of the required Quorum unless otherwise provided in the Governing Documents.

1.24 “Officer” means the president, vice-president, secretary, treasurer, and any other officer of the Association, as defined in the Bylaws.

1.25 “Open Meeting” means a gathering of a quorum of Directors at the same time and place to hear, discuss or deliberate upon any item of business that is within the authority of the Board and are subject to the Common Interest Development Open Meeting Act, except for meetings that are called to discuss confidential matters. “Operating Accounts” means any account into which the Association’s Assessments are deposited and out of which the Association’s operational expenses are paid.

1.26 “Open Meeting Act” refers to the Common Interest Development Open Meeting Act, which is part of the Davis-Stirling Act and is that portion of the California Civil Code beginning with Section 4900 that governs meetings.

1.27 “Owner” means the owner, whether one or more Persons of the publicly-recorded fee title to any Lot within the Development but excluding any Person or Persons having such an interest in the Lot merely as security for the performance of an obligation.

1.28 “Person” means a natural person, corporation, partnership, trust, association, or other entity, as recognized by law.

1.29 “Quorum” is defined in the Association’s Bylaws.

1.30 “Regular Assessments” means Assessments other than Special Assessments and Reimbursement Assessments, levied or imposed against Members to perform the Association’s obligations under the Governing Documents or the law.

1.31 “Reimbursement Special Assessments” or “Reimbursement Assessments” means those Special Assessments levied against Members for expenses incurred by the Association arising out of: (i) actions or omissions of Members, Tenants or their respective family members, guests, invitees, or pets; (ii) materials or services provided to Members, Tenants or their respective family members, guests, invitees, or pets; or (iii) conditions originating on a Lot.

1.32 “Renovation” means any improvements, additions, alterations, or modifications made by a Member in or to any Lot or Residence.

1.33 “Residence” means a Person’s home, the place where someone lives.

1.34 “Resident” means any Person in actual possession of all or any portion of a Lot.

1.35 “Rules and Regulations” or “Rules” means the rules and regulations adopted by the Board to interpret and implement the Governing Documents and for the orderly conduct of the business of the Association.

1.36 “Separate Interest” means a lot, parcel, area, or space separately owned by a Member.

1.37 “Special Assessments” means Assessments levied from time to time against Members if at any time during the fiscal year the Regular Assessments are inadequate to perform the Association’s obligations under the Governing Documents or the law.

1.38 “Tenant” or “Lessee” means a Person who has been given the right to temporary use and occupancy of a Lot owned by a Member, whether a lease grants such right to occupy and use, rental agreement, license, or any other writing and whether consideration is paid in the form of money or any other tangible or intangible thing of value.

1.39 “Utility Lines” means sewer lines, storm drains, water pipes, electricity lines, gas lines, telephone lines or cables, television cables, satellite dish cables, heating and air conditioning conduits, heating and air conditioning ducts, heating and air conditioning flues, fiber optic cables, data lines, community security systems, and other similar lines, pipes, cables, ducts, flues, and conduit pipes.

1.40 “Voting Power” means the total number of Lots entitled to vote.

1.41 Definitions of Other Terms. Unless the context clearly requires otherwise, all other terms are defined in the Davis-Stirling Act.

ARTICLE 2: MEMBERSHIP RIGHTS AND PRIVILEGES

2.1 Membership. Each Person is automatically a Member of the Association upon obtaining a publicly-recorded fee title ownership interest in a Lot and remains a Member until they cease to have a recorded fee ownership interest in a Lot.

- a. *Membership Appurtenant to Lots*. Membership in the Association is for the benefit of and appurtenant to the Lot to which it relates and may not be separated from the ownership of the Lot.
- b. *No Membership for Security Interests*. Membership does not include Persons who hold an interest in a Lot merely as security for the performance of an obligation.
- c. *No Membership for Tenants*. Tenants have the same rights to use the Common Area as Members and have the same duties to follow the Association's Governing Documents but are not Members and have no right to vote.
- d. *No Separate Transfer of Membership*. No Member may transfer, pledge, or alienate in any way their Membership in the Association, except upon the recorded transfer of the fee interest in the Lot to which it is appurtenant and then only to the transferee of the fee interest.
- e. *Trusts*. If title to a Separate Interest is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees is authorized to exercise the rights and privileges of Association membership. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do so.
- f. *Impersonal Entities*. If title to a Separate Interest is held by a legal entity that is not a natural Person, the governing authority of that legal entity shall have the power to appoint a natural Person who is authorized to exercise the rights and privileges of Association membership. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.

2.2 Proof of Ownership. Proof of Membership must be in the form of a recorded deed showing fee ownership of a Lot.

2.3 Voting Rights. In all matters submitted for a membership vote, Members are entitled to one (1) vote per Lot (regardless of the number of Members having an interest in the Lot).

2.4 Inspection of Records. Members have the right to inspect records of the Association as provided for in the Bylaws and by law.

ARTICLE 3: MEMBERSHIP OBLIGATIONS

3.1 Obligation to Follow Governing Documents. Members, Tenants and Residents must follow the Association's Governing Documents and ensure that their respective family members, guests, and invitees abide by them.

3.2 Security. Neither the Association nor any Officer, Director, Committee member, employee or agent of the Association are insurers or guarantors of any level of security within the Development. Members are responsible for and must take appropriate measures to ensure their security and that of their family, guests, invitees and Tenants. Members agree not to rely on any security measures provided by the Association. The Association, its Officers, Directors, Committee members, employees and agents are not liable for any loss or damage from failure to provide adequate or effective security measures.

3.3 Purchase Subject to Violations. Buyers take ownership of Lots subject to any violations of the Governing Documents concerning the Lot, whether the seller of the Lot disclosed such violations and whether the Association knew of the violations at the time of sale. Such buyers are liable for correcting such violations upon demand by the Association. Assessments, fines, and other charges not secured by a lien on the Lot before the transfer of title are exempt from this provision.

3.4 Notice of Transfer of Ownership. No later than thirty (30) days after the assignment, sale, quitclaim or other transfer of their Lots, Members must notify the Association of the name, address, phone number, and email address of the transferee and the nature of the transfer.

3.5 Duty to Maintain, Repair and Replace. Except for those duties specifically assigned to the Association by these CC&Rs, Members must, at their sole expense, maintain and repair their Lots and Improvements to their Lots.

3.6 Liability for Damage.

- a. Subject to the notice and hearing provisions in the Bylaws and as required by law, Members are strictly liable for all damage to the Maintenance Areas and Common Area caused by the Member, Member's Tenant, Occupants, or their respective family members, guests, invitees, or pets.

- b. The Association is not liable for any damage to the Lots and any personal property caused by a Member's negligence or that of the Member's Tenant, occupants or their respective family, guests, invitees, vendors or pets.
- c. Subject to the notice and hearing provisions in the Bylaws and as required by law, the Association may impose a Reimbursement Special Assessment against any liable Member for all costs incurred by the Association in connection with any such repairs, restoration or replacement. The Reimbursement Special Assessment may become a lien against the liable Member's Separate Interest enforceable by the sale of the Member's Lot under Civil Code sections 2924, 2924b, and 2924c.

3.7 Correction of Violations. Following notice and a hearing and a finding by the Association of a violation of the Governing Documents, the Association will have the right, but not the duty, to correct or cause to be corrected the violation, including entering a Lot with the permission of a Member owning the Lot, which permission will not be unreasonably withheld. All expenses incurred by the Association to correct the violation will be recovered from the Members owning the Lot as a Reimbursement Assessment following notice and a hearing. If permission for entry into the Lot is not granted, the Association may enforce the violation by any other means allowed by the Governing Documents or the law.

3.8 Reimbursement to Association. If the Association provides materials or services that benefit a particular Member, such Member must reimburse the Association for the Association's costs. If not, the Association may impose a Reimbursement Special Assessment against the Member in the amount of such costs.

ARTICLE 4: DUTIES OF THE ASSOCIATION

4.1 Board of Directors. The management, maintenance and care of the Common Area, management of the Association, enforcement of the Governing Documents, and all other acts of the Association are performed by its Board of Directors unless provided otherwise in the Governing Documents.

- a. *Membership Meetings.* The Association must have at least one (1) meeting of its Members each year, as provided in the Bylaws. Annual and Special Meetings of the Membership must be held at the dates, times, and locations provided for in the Bylaws.
- b. *Director Qualifications and Meetings.* The qualifications of Directors and candidates to be elected to the Board are provided for in the Bylaws. Meetings of the Board must be held as provided for in the Bylaws and as required by law.

4.2 Powers of a Nonprofit Corporation. The Association has all of the powers of a nonprofit corporation organized under the laws of the State of California, operating for its Members' benefit as provided in Corporations Code §7140.

4.3 Maintain the Common Area and Maintenance Areas. The Association must maintain the Common Area. To the extent the Board has designated Maintenance Areas, the Association must maintain such areas as follows:

- a. *Capri Circle.* Trees, landscaping, and Improvements, if any.
- b. *North Park.* Trees, bushes, landscaping, benches and other Improvements, if any
- c. *D'Este Medians.* The asphalt curbs, sprinkler systems, trees, landscaping, and other Improvements, if any.
- d. *Sunset Green Areas.* Trees, landscaping, and Improvements, if any.

4.4 Incur and Pay Expenses. The Association is empowered to incur and pay the operational expenses of the Association, which include, but are not limited to, legal and accounting services, utilities, insurance, management services, vendor services, such as landscaping and other such services, maintenance, repair, reconstruction, and replacement of all or any portion of the Common Area, Maintenance Areas, and the personal property acquired by the Association, supplies and materials, and other services for the use, enjoyment and protection of the Development and its Residents as the Board may determine from time to time are reasonable, proper, or desirable.

4.5 Rules and Regulations. The Board may adopt, amend, and repeal Rules and Regulations regarding any matter stated in the Governing Documents, including, but not limited to: (i) the use, occupancy, and maintenance of the Development; (ii) the general health, welfare, peace, comfort, safety and security of Residents in the Development; and (iii) the interpretation and implementation of the Governing Documents.

4.6 Foreclose, Hold Title and Make Conveyances. Subject to the procedures stated in Article 10, Section 10.7 below, the Association is authorized to lien and foreclose upon any Lot for non-payment of Assessments, take title to the Lot, assume or otherwise pay off encumbrances, and acquire, hold title to, lease, and convey with or without consideration, real and personal property and interests.

4.7 Fee Limitation. The Association may not impose fees exceeding the amount necessary to defray the fees for which the fee is levied.

4.8 Borrow Money. The Association may borrow and repay monies to discharge its duties and pledge or assign Special Assessment rights as security for repayment of such borrowed money. Except for emergencies, the aggregate total of all loans made by the Association in a given fiscal year may not exceed five percent (5%) of the budgeted gross expenses for the same fiscal year without Membership Approval.

4.9 No Power to Encumber Real Property. The Common Area of the Association may not be encumbered as security for a debt.

4.10 Represent Association in Litigation. Through its Board, the Association may institute, defend, settle, or intervene in litigation, arbitration, mediation, administrative proceedings, or any other legal proceeding in any capacity necessary to represent the interests of the Association.

4.11 Receive and Dispose of Property. Subject to the Section of these CC&Rs entitled "Limitation on Transfer of Real Property," the Association may acquire, hold, lease, encumber, convey, or otherwise dispose of real and personal property and take real and personal property by will, gift, bequest or any other legal transfer. Any funds or property received must be used consistent with the Association's purposes.

4.12 Limitations on Disposition of Personal Property. Without Membership Approval, the Board may not dispose of personal property owned by the Association during any fiscal year having an aggregate market value above five percent (5%) of the Association's budgeted gross expenses.

4.13 No Transfer of Real Property. Without the approval of at least a majority of the voting power of the Association, the Board may not exchange, sell, dedicate, or otherwise transfer the Common Area.

4.14 Vendor Contract Limitations. Except for the contracts listed below, the Association is prohibited from entering into any contract for services that binds the Association for more than two (2) years without Membership Approval.

- a. *Public Utility Contract.* A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission. However, the contract term must be for the shortest term for which the supplier will contract at the regulated rate.
- b. *Fire and Burglary.* Contracts for terms up to three (3) years to lease or service burglar and/or fire alarm equipment or provide protective services.
- c. *Insurance.* Insurance Contract for policies that do not exceed three (3) years.

4.15 Delegation to Manager. The Board may delegate any of its duties, powers, or functions to any qualified Person or management company to act as Manager, except (i) attending Board meetings and voting on motions; (ii) electing officers; (iii) filling vacancies on the Board; (iv) appointment of executive committees; and (v) approving settlement agreements. Notwithstanding any delegation of duties, however, the Manager's actions are subject to the direction and supervision of the Board.

4.16 Nonprofit Character of Association. Notwithstanding anything contained in these CC&Rs to the contrary, the Association may not engage in any activity which may jeopardize the nonprofit character of the Association.

ARTICLE 5: ARCHITECTURAL CONTROL

5.1 No Improvements or Alterations of the Common Area or Maintenance Areas. Members may not construct any Improvements on or alter the appearance of the Common Area and Maintenance Areas.

5.2 No Alterations Without Approval. No Renovations by or on behalf of a Member which violate the Architectural Guidelines or alter the footprint or floor area of a Residence is permitted until plans and specifications have been submitted to and approved in writing by the Architectural Committee or Board. Any Renovations which are unapproved, different from those approved by the Committee, or done without required governmental permits, are automatically deemed disapproved, and the Member must promptly Remove or correct the disapproved Renovations to comply with the Architectural Guidelines, the Architectural Committee's or Board's approvals, and governmental requirements.

5.3 Applicants in Good Standing. Only Members in Good Standing may submit requests for architectural approval of Renovations to their Lots. A Member is in Good Standing for this Article unless found by the Board, at a properly noticed hearing, (1) to be delinquent in the payment of any Assessment, fee, or fine by more than sixty (60) days, and/or (2) to be otherwise in violation of the Association's Governing Documents.

5.4 Architectural Guidelines. The Board is authorized to adopt, amend, and repeal Architectural Guidelines to interpret and implement the provisions of these CC&Rs and set forth the standards and procedures for the review and approval of proposed Renovations, requirements for architectural design, color schemes, exterior finishes and materials, and similar features, provided that the Architectural Guidelines meet any minimum standards required by these CC&Rs. If any conflict exists between the Architectural Guidelines and these CC&Rs, the CC&Rs prevail.

5.5 Architectural Committee. The Board is authorized to appoint an Architectural Committee. If the Board does not appoint one, the Board is automatically deemed the

Architectural Committee. The Architectural Committee has the authority to approve, reject, modify, give conditional approvals, and give limited approvals of improvements and alterations as may be provided for in the Association's Architectural Guidelines

5.6 Conflicts of Interest. A Director or Architectural Committee member is not permitted to participate in the decision-making process of any architectural submittal made by that Director or Architectural Committee member or members of their family. Further, a Director or Architectural Committee member is not permitted to participate in the decision-making process of any other architectural submittal if the approval would result in a monetary benefit to the Director or Architectural Committee member or any company in which the Director or Architectural Committee member or members of their family have a financial interest.

5.7 Submission of Plans.

- a. Plans and specifications in accordance with the Association's Governing Documents describing the proposed Renovations must be submitted to the Association only after contacting the office and making appropriate submission arrangements.
- b. Applications are deemed approved within sixty (60) days from the date of submission of a complete application unless (i) disapproved by the Committee, (ii) additional information is necessary for the Committee to properly consider the application within the sixty (60) day period, or (iii) any proposed Renovations would violate the Association's Governing Documents, any Building, Safety and Fire Codes, or any other laws.
- c. Applications shall not be approved by any individual Architectural Committee member or Director. In the event an individual Architectural Committee member or Director approves architectural plans and specifications, such approval should not be relied upon and shall not be deemed approval.
- d. The Architectural Committee is authorized to impose any reasonable conditions for approving an architectural application in writing, including, but not limited to, (1) requiring modifications of particular aspects of the Member's architectural submission and/or (2) requiring the preparation, execution and recording, at the Member's expense, of a covenant establishing maintenance, repair and replacement, indemnity, and other obligations binding current and future Members owning the Lot.
- e. Disapproval of an application must be in writing and must explain why the application is disapproved. The Member is permitted to seek reconsideration of a disapproved application, in writing, by the Board unless (1) the original

disapproval was made by the Board or a body that has the same Membership as the Board at a meeting that satisfied the requirements of the Open Meeting Act or (2) as to any Renovations that were disallowed because they would violate the Association's Governing Documents, any Building, Safety and Fire Codes, or any other laws. The Board must receive a written request for reconsideration not more than sixty (60) days after the denial. Within sixty (60) days after receipt of the request for reconsideration, the Board must hold an open meeting to consider the reconsideration and decide. Failure of the Board to decide within the sixty (60) day period is deemed a decision in favor of the Member.

- f. Once an application has been approved, material modifications to the approved plans and specifications thereof are not permitted, and any subsequent alterations, relocations, additions or modifications require a separate application, review and approval. If a proposed material modification is likely to materially affect other aspects or components of the work, the Board, in its discretion, may order the Member and their contractors and agents to cease working on both the modified component of the Improvement and any other affected component.
- g. Unless a shorter period is specified in the approval, construction and Renovations must begin within one (1) year of the Member receiving approval. Renovations not begun within one (1) year must be resubmitted for approval. The Architectural Committee, at its discretion, may grant short extensions for Renovations to begin.

5.8 Rescinding Approval. The Architectural Committee and/or the Board is authorized to rescind previously approved plans only for good cause.

5.9 Failure to Comply with Approval Requirements. Any Renovations, whether in progress or completed, which (1) were not approved by the Architectural Committee or Board when the Governing Documents require such approval, (2) violate the Architectural Committee's or Board's conditions of approval, the Association's Governing Documents, or any Building, Safety and Fire Codes, or other laws are automatically deemed disapproved and in violation of the Governing Documents.

5.10 Variations. The Architectural Committee may recommend reasonable architectural variations, subject to advanced written Board approval. The Board may grant the variance if it determines the variance will not (i) constitute a material deviation from the overall plan and scheme of the Development, (ii) result in a material detriment to the Association or any Member, or (iii) create a nuisance. The granting of a variance by the Board is not a variance or waiver as

to any other Lot, nor does any variance affect the applicability or enforceability of any provision of this Article to any other Lot.

5.11 Engineering and Code Requirements. The Architectural Committee or Board-approved plans and specifications are not approved for engineering design, Building, Safety or Fire codes, or other safety specifications. Approval by the Architectural Committee or Board does not absolve Members of the responsibility of obtaining any necessary governmental approvals or permits. Members must comply with applicable Building, Safety and Fire codes, ordinances, and specifications.

5.12 Inspection. The Association has the right, but not the obligation, to periodically inspect, during construction, any work approved by the Architectural Committee or Board. Members must allow inspection. Any work in progress may be halted, and the Member will be subject to a fine if (1) an inspection is not allowed, or (2) the Renovations are in violation of the Governing Documents as provided in the Section above entitled “Failure to Comply with Approval Requirements” or elsewhere. Such inspections do not absolve Members from compliance with the Association’s Architectural Guidelines and all applicable Building, Safety and Fire codes.

5.13 Building Department and Association Approvals. Any construction, repair, modification, or alteration of any Improvement requiring the issuance of a building permit must be submitted by the Member to the appropriate governmental entity for review and approval. The Architectural Committee may impose conditions of approval that are more restrictive than conditions imposed by governmental agencies. If the conditions of approval imposed by the governmental entity and the Architectural Committee conflict, the more restrictive conditions control.

5.14 Hold Harmless and Indemnify. Approval of plans by the Association signifies only general conformance with its Architectural Guidelines and not with Building, Safety, or Fire code compliance, lot lines, easements, or best construction practices. The Association and its Architectural Committee, Members, Officers, Directors, employees, and agents are not liable and must be held harmless, defended and indemnified for mistakes in judgment or negligence arising from or in connection with the Association’s approval or disapproval of plans.

5.15 Combining Lots. The combining of Lots is not permitted without prior written Board approval. Once combined: (i) the Assessments due and owing on the combined Lots will equal the sum of the Assessments levied against each of the respective Lots so combined; and (ii) the Owner of the combined Lots will continue to have the same number of votes assigned to the Lots before they were combined.

5.16 No Right to Divide Lots. No Member is permitted to divide any Lots; however, once two or more Lots have been combined, the Members owning such combined Lots are

permitted to restore them to their original dimensions and footprint only after receiving prior written Board approval.

5.17 Square Footage and Setbacks. The minimum and maximum square footage of structures and their setback requirements from lot lines must comply with the Association's Architectural Guidelines and any governmental requirements.

5.18 Fences. Maximum height, type and setbacks must comply with the Architectural Guidelines.

5.19 Building Height. Building height, including chimneys, must comply with the Architectural Guidelines.

5.20 Prefabricated Buildings. No prefabricated, manufactured or "mobile" building shall be erected upon any Lot without the Architectural Committee's and the Board's prior approval.

5.21 Drainage. Any changes to the established drainage patterns over a Lot must (i) comply with applicable Building Codes, (ii) not adversely affect the property of others, and (iii) be approved in writing by the Architectural Committee in advance of any changes.

5.22 Occupancy of Unfinished, Temporary or Mobile Structures Prohibited. No trailer, RV, bus, mobile home, tent, shack, garage, temporary building or structure of any kind is permitted to be occupied or lived in without prior written permission of the Board. Permanent residential dwellings must not be occupied or lived in until completed, and any required governmental occupancy permit has been issued.

5.23 Preexisting Installations. Any installation which does not comply with the standards and requirements of these Restated CC&Rs, which a Member can prove by written documentation from the Association, was either (1) previously approved by the Architectural Committee or Board of Directors and installed consistent with such approved, or (2) was approved and installed at least five (5) years before the date these Restated CC&Rs were recorded, will be permitted to remain as previously approved and installed.

5.24 Removal of Temporary Buildings. Temporary buildings or structures used during construction or Remodeling must be removed immediately after the completion of construction.

5.25 Diligent Construction. Any building or structure construction must be prosecuted diligently and continuously from commencement until fully completed unless otherwise approved by the Board.

5.26 Landscaping Following Construction. Within six (6) months of completing any construction, Members must landscape their Lots as required by the Association's Architectural Guidelines unless otherwise authorized by the Board.

5.27 Waiver of Liability. Neither the Architectural Committee nor its members nor the Association or its Officers, Directors, employees or agents are liable for any damage, loss or prejudice suffered or claimed on account of the Architectural Committee's review, approval, or disapproval of any plans, drawings or specifications, or the conformance of the construction with the approved plans and any such claims are expressly waived.

ARTICLE 6: GENERAL RESTRICTIONS

6.1 Antennas. No antennas for transmitting or receiving radio signals or any other form of electromagnetic radiation may be installed, except as provided in the Association's Rules and Regulations, its Architectural Guidelines, and applicable law.

6.2 Obstruction of Common Area or Maintenance Areas. Obstruction or misuse of the Common Area or Maintenance Areas for other than its intended purpose is prohibited unless expressly permitted in writing by the Board for good cause.

6.3 Occupancy Restriction. No more than two (2) Persons per bedroom plus one additional Person may reside in a Residence or Lot. For purposes of this restriction, "reside" means to use or occupy any Residence or Lot for more than thirty (30) consecutive days and/or more than sixty (60) aggregate days, whether or not consecutive, in any one calendar year. Where the number of Persons residing in a Residence or Lot, as of the date these CC&Rs are recorded, exceeds the maximum number permitted in this Section, the Persons then residing in the Residence or Lot ("Permitted Residents") are permitted to continue residing there; provided, however, any Permitted Residents who cease to reside in the Residence or Lot cannot be replaced while the number of Residents in the Residence or Lot equals or exceeds the maximum permitted in the previous section.

6.4 Sanitary Conditions. Members must maintain and repair their Lots and all Improvements thereon in a clean and sanitary condition and not allow weeds, overgrown and dried brush or debris to accumulate, causing any Lot or portion of a Lot to become unsanitary, unsightly, offensive, or a fire hazard.

6.5 Signs, Posters and Flags. Signs, posters, flags, banners, notices, nameplates, cards, and advertisements of any kind may only be displayed to the public view on or from any Lot as allowed by law. Owners may display one sign in a designated area of reasonable dimensions and design, advertising that the property is for sale or lease, as allowed by law and subject to any restrictions in the Rules and Regulations. Commercial signs may not be displayed.

6.6 Solar Energy Systems. Solar Energy Systems may only be installed after obtaining written approval of the Architectural Committee and as may be provided for in the Rules and Regulations, Architectural Guidelines, and applicable law.

6.7 Storage. No Lot is permitted to be used at any time for open-air storage of building materials, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, junk, trash or any other things whatsoever; provided, however, that a minimal amount of building material may be stored on the Lot for future repairs, such as tiles, floorboards and paneling, as long as such items are kept out of public view. Building materials, landscaping materials, tools, and equipment may be placed and maintained on construction sites as provided in the Architectural Guidelines.

6.8 Tanks and Receptacles. Installation of any tank for fuel storage outside any structure on a Lot is subject to the advanced written approval of the Architectural Committee. Such tanks must be either buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Architectural Committee.

6.9 Flammable Materials. Storage or use of explosives, fireworks, or highly flammable or highly corrosive materials on any Lot is prohibited, except for (i) reasonable amounts of legal ammunition for use with legal firearms and (ii) a reasonable amount of propane for use with barbecues, outdoor heaters, lawn equipment, generators and similar equipment.

6.10 Health/Safety Hazards. Members must not permit conditions that constitute a health, safety, or fire hazard to exist in their Lots.

6.11 Time-Sharing Prohibited. No Lot or Residence may be divided, used or conveyed on a time increment basis (commonly referred to as “time-sharing”). The term “time-sharing” is defined to include any agreement, plan, program or arrangement under which the right to use, occupy or possess a Lot or Residence or any portion of a Lot or Residence rotates or changes among various Persons, either corporate, partnership, individual or otherwise, on a periodically recurring basis.

6.12 Use of Independent Contractors. The Association is not liable for any injury to Persons or damage to the Maintenance Areas, Common Area, or Lots and any personal property caused by the acts or omissions of a Member’s independent contractors.

6.13 Vibrations. No Member, Tenant, guest or invitee of a Member may operate any fixtures, appliances, furniture, equipment or other devices which cause unreasonable vibrations resulting in unreasonable annoyance to occupants of other Lots and Residences.

6.14 Residential Use. It is prohibited to use a Lot or any portion of it or permit it to be occupied or used for any purpose other than a private residential dwelling. Lots must not be used

in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose. Notwithstanding the foregoing, Residents may use a room in their Lot as a home office, provided that (i) the primary use of the Lot remains as a Residence, and (ii) no business advertising or signage is used in connection with the home office use. The Board may adopt additional Rules regarding the use of such home offices.

6.15 Filming within the Association. No filming is allowed within the Development, except as provided in the Association's Rules and Regulations and Filming Rules.

ARTICLE 7: LEASING AND RENTAL LIMITATIONS

In addition to the restrictions found in Article 6.14 above, which states that Members may not use their Lots for business, commercial, manufacturing, mercantile, storing, or vending purposes, the following residential restrictions apply:

7.1 No Hotel Purposes. Lots and Lot Improvements, including Residences, may not be rented for hotel, fractional or similar purposes.

7.2 No Short-Term and Transient Rentals.

- a. *Prohibited Short Term Rental Period*. Short-term and transient rentals or leases of a Lot for thirty (30) days or less are prohibited.
- b. *Advertising Limitation*. No Lot or Residence may be advertised with Airbnb, VRBO, Flipkey, or by any other means as being available for rent or lease for thirty (30) days or less or in a manner that would suggest or imply the Lot was available for rent or lease for thirty (30) days or less.

7.3 Lease of Less than Entire Lot. No Member is permitted to lease or rent less than the entire Lot unless a Member resides on the Lot. The entire Lot, or any portion thereof as permitted herein, may only be leased or rented under a single lease or rental agreement signed by all adult Tenants occupying the Lot.

7.4 Lease and Rental Requirements.

- a. *Minimum Lease Term*. The minimum term of a lease or rental agreement of a Lot or Lot Improvements, including a Residence, must be for more than 30 days.
- b. *No Re-Leasing Within Thirty (30) Days of Lease Start*. If a Tenant terminates their lease or rental agreement or otherwise vacates the Residence or Lot before the end of the term of the lease or rental agreement, the Member is not

permitted to re-lease or re-rent the Residence or Lot until at least thirty (30) days have passed since the beginning of the term of the lease or rental agreement.

- c. *No Assignment or Subleasing.* No lease or rental agreement concerning a Lot or Residence may be assigned. No Lot or Residence may be sublet or subleased.

7.5 Required Lease and Rental Agreement Provisions. All provisions of any leases and rental agreements between a Member and Tenant must be consistent with and not violate any of the Association's Governing Documents. All leases must include, at a minimum, provisions that require Tenants to comply with all provisions of the Association's Governing Documents.

7.6 Governing Documents. Members must provide their Tenants with the Association's Rules and Regulations and ensure compliance.

7.7 Transfer of Occupancy. Members living offsite must promptly provide the Association with the current name, address, phone number, and email address of each Lot Resident and any changes in such information.

7.8 Repairing Damage. Members are strictly liable for all damage to the Common Area and Maintenance Areas caused by the negligent acts or omissions of such Member, Member's Tenant, or their respective family members, guests, invitees, or pets. The Association is authorized, at its discretion, to repair, restore or replace such damaged property and is permitted to impose a Reimbursement Special Assessment against the liable Member for all costs and expenses incurred by the Association from repairing, restoring or replacing the damaged property. The Reimbursement Special Assessment may become a lien against the liable Member's Separate Interest enforceable by the sale of the Member's Lot under Civil Code sections 2924, 2924b, and 2924c.

ARTICLE 8: ENFORCEMENT OF GOVERNING DOCUMENTS

8.1 Association Enforcement Rights. In addition to any other rights described in these CC&Rs and without waiving the Association's right to institute any other enforcement measures, and subject to the notice and hearing provisions in the Bylaws and as required by law, the Association is authorized to enforce the Governing Documents by any of the following means:

- a. *Monetary Penalties (Fines).* The Board is authorized to assess reasonable monetary penalties (fines) for violations of the Association's Governing Documents by a Member, Member's Tenants or their respective family members, invitees or guests. A monetary penalty (fine) imposed by the Association as a disciplinary measure for the failure of a Member to comply with the governing documents is hereby treated and deemed to be an

Assessment that may become a lien against the Member's separate interest, but such lien may not be enforced by the sale of the interest under Sections 2924, 2924b, and 2924c (non-judicial foreclosure). As Assessments, Members are liable for all collection costs, including reasonable attorneys' fees, court costs, and related expenses for delinquent monetary penalties (fines).

- b. *Dispute Resolution.* As to any dispute between a Member and the Association, the Association is authorized to engage in Internal Dispute Resolution and/or Alternative Dispute Resolution as provided in the Governing Documents and the law.
- c. *Judicial Enforcement.* A lawsuit for damages, declaratory relief, and/or injunctive relief may be filed, whether or not the relief sought is for negative or affirmative action.

8.2 Cumulative Remedies. The respective rights and remedies provided by the Governing Documents, the law, or available in equity are cumulative, and the exercise of any one or more of such rights or remedies does not preclude or affect the exercise, at the same or at different times, of any other such rights or for the same or different failures of the Members or others to perform or observe any provision of the Governing Documents.

8.3 Failure to Enforce Not a Waiver. Failure to enforce the Governing Documents, whether by the Board or any Member or other Person entitled to enforce them, is not deemed a waiver of the right. Waiver or attempted waiver of any provision of the Governing Documents for a given Lot is not deemed a waiver of such right as to any other Lot. Additionally, violation of any provision of the Governing Documents by the Members owning any Lot or Lots does not affect the applicability or enforceability of any provision of the Governing Documents against the Members owning any other Lot.

8.4 Remedy at Law Inadequate. If remedies at law for violation of the Association's Governing Documents are inadequate, then equitable, declaratory, and/or injunctive relief may be sought and awarded.

8.5 Right of Action Against Buyer. If a Member fails to correct architectural, nuisance, or other continuous violations concerning the Member's Lot before the transfer of title to the Lot to a buyer, the Association retains the right to enforce compliance against the buyer for such violations.

8.6 Attorneys' Fees. If any party initiates any action or proceeding to enforce or interpret the Governing Documents or California law relating to the Development, the prevailing party is entitled to recover reasonable attorneys' fees and court costs, including reasonable expert fees, as permitted by law.

ARTICLE 9: ASSESSMENTS

9.1 Purpose of Assessments. The general purpose of Assessments is to provide for the recreation, health, safety, and welfare of the Members, enforce and comply with the Governing Documents, manage the Development, enhance the quality of life in the Association, improve, maintain, repair, and replace Common Area and Maintenance Areas, and provide for the acquisition and maintenance of property, services and facilities devoted to these purposes, and for any action or undertaking on behalf of the Association.

9.2 Regular Assessment. The Board must levy Regular Assessments in an amount sufficient to provide for the performance by the Board of each and every one of its powers and duties provided, however:

- a. *20% Limitation.* Pursuant to the Davis-Stirling Act, the Board is not permitted, without the approval of Members casting a majority of the votes with a Quorum present, to impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding fiscal year. Quorum for this provision means more than fifty percent (50%) of the Members of the Association.
- b. *Assessment Allocation.* Regular Assessments must be levied in accordance with the Assessment Allocation schedule in Exhibit "B."
- c. *Payable Annually.* Regular Assessments are payable by each Member and will be assessed annually in one lump sum.
- d. *Written Notice.* Written notice of any increase in Regular Assessments must be sent by first-class mail to each Member, not less than thirty (30) days or more than sixty (60) days before the increased Assessment is due.
- e. *Modification of Assessment.* The Board may modify the Regular Assessments during a fiscal year, if necessary, to conform to a revised estimate of costs and expenses. However, if the aggregate increase exceeds twenty percent (20%) of the Regular Assessment for the immediately preceding fiscal year, the Board must obtain the approval of Members as provided for in the Davis-Stirling Act. If an annual Regular Assessment is not published for a new fiscal year, the Regular Assessment for the prior fiscal year will apply and govern each Member's payments until changed by a new Regular Assessment.

9.3 Special Assessment. In addition to the Regular Assessment, the Board may levy a Special Assessment for any purpose necessary for the Association to carry out its duties; provided, however:

- a. *5% Limitation.* Pursuant to the Davis-Stirling Act, the Board is not permitted, without the approval of Members casting a majority of the votes with Quorum present, to impose a Special Assessment which is more than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year. Quorum for purposes of this provision means more than fifty percent (50%) of the Members of the Association.
- b. *Rate of Assessment.* Special Assessments must be levied in accordance with the Assessment Allocation schedule contained in Exhibit "B."
- c. *Reimbursement Assessments.* Special Assessments are also permitted to be levied against individual Lots for reimbursement of expenses incurred by the Association arising out of actions or omissions of such Member, Member's Tenant, or their respective family members, guests, invitees or pets expressly provided for elsewhere in these CC&Rs.
- d. *Payment Schedule.* Special Assessments are payable by each Member against whom assessed either monthly or at such dates and in such installments as the Board determines.
- e. *Written Notice.* Written notice of Special Assessments must be sent by first-class mail to each Member, not less than thirty (30) days or more than sixty (60) days before the Assessment is due.

9.4 Emergency Assessment. In emergency situations, the Board may increase Regular Assessments beyond twenty percent (20%) or impose Special Assessments above five percent (5%) only as provided for by law.

9.5 Deposit of Assessments. All sums received by the Association must be promptly deposited into accounts clearly designated in the Association's name.

- a. *Commingling.* The Association must maintain separate accounts for its operating funds and Reserves, respectively, and no funds from those separate accounts are permitted to be commingled.
- b. *Interest.* No Member has the right to receive interest on any such funds deposited.

9.6 Liability for Assessments. Together with charges, interest, costs, and attorneys' fees (regardless of whether legal proceedings are instituted), Assessments are a debt of each Lot Owner when the Assessment or other sums are levied. Co-owners and/or Members owning a full or partial interest in a Lot are jointly and severally liable for the entire amount of all

Assessments, late charges, interest, reasonable collection costs, reasonable attorneys' fees, and monetary penalties.

9.7 Enforcement Rights. In addition to any other rights provided for by law or described in these CC&Rs, the Board has the right to collect delinquent Assessments as follows:

- a. *Late Fees and Interest*. Unpaid Assessments are deemed delinquent sixty (60) days after they are due and are subject to a late charge of the greater of either ten percent (10%) or ten dollars (\$10.00), which may not be imposed more than once on any delinquent payment, and interest at the rate of twelve percent (12%) per annum, which may commence ninety (90) days after the Assessment becomes due.
- b. *File Suit*. The Association is authorized to commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the Member's Lot for the delinquent Assessment. In any action to collect delinquent Assessments, late charges and/or interest, the prevailing party is entitled to costs and reasonable attorneys' fees. All amounts included in any judgment may become the subject of a judgment lien in any California county where an abstract of judgment is recorded.
- c. *Lien and Foreclose*. In accordance with the Davis-Stirling Act, a delinquent Assessment or installment, together with any late charges, interest, costs, attorneys' fees, and penalties, will become a lien on the Lot upon the recordation of a "Notice of Delinquent Assessment" in the Office of the County Recorder. The Board is permitted to enforce any Assessment lien against a Lot by filing an action for judicial foreclosure or non-judicial foreclosure in the manner provided for in the Davis-Stirling Act. Through its Board, the Association is authorized to bid on the Lot at the sale and may hold, lease, mortgage, and convey the acquired Lot as permitted by law.
- d. *Continuing Lien*. Any demand or claim of lien or lien on account of prior delinquencies is deemed to include subsequent delinquencies and amounts due on account thereof. It is the intent of these CC&Rs that any lien recorded against a Separate Interest by the Association to secure payment of delinquent Assessments and/or other amounts be a continuing lien to include any and all subsequent Assessments and other amounts as permitted in the Davis-Stirling Act, to the full extent allowed in *Bear Creek Master Ass'n v. Edwards*, (2005) 130 Cal. App. 4th 1470.
- e. *Suspend Privileges*. Subject to the notice and hearing provisions stated in the Bylaws, the Association is authorized to suspend Membership privileges,

except voting rights, until the delinquent Assessments, fees and fines, including any accumulated penalties, interest, and collection costs, have been paid in full.

- f. *Additional Remedies.* The remedies provided in this Section are in addition to, not in substitution for, any other rights and remedies which the Association may have.

9.8 Attorneys' Fees. Any reasonable attorneys' fees and costs incurred by the Association in collecting Assessments, late fees, and interest against a Member may become a Reimbursement Special Assessment against that Member, which may be collected in any manner provided for by these CC&Rs or by law.

9.9 Non-Waiver of Assessments. If the Board fails to approve a Budget or fix the Assessments for the current year, the Budget and Assessments from the preceding year continue until a new Budget is approved and new Assessments are fixed.

ARTICLE 10: INSURANCE

10.1 Association Insurance. The Association must obtain and maintain insurance policies as described below. To help keep premiums reasonable, the Association is authorized to establish appropriate deductibles for its insurance policies. Unless otherwise determined by the Board, coverage must be on an occurrence basis.

- a. *Commercial General Liability ("CGL").* The Association must maintain one or more CGL policies that provide appropriate liability limits for injury or death to one person in any one accident or occurrence. The Association must carry coverage in amounts that meet or exceed those in Civil Code §5805 and any successor statutes.
- b. *Directors and Officers.* The Association must purchase Directors and Officers errors and omission insurance insuring the Association, Directors, Officers, Committee members, trustees, Association employees, Association volunteers, any community manager in contract with the Association, any management company in contract with the Association and employees of such Association management company who perform services on behalf of the Association. The Association must carry coverage in amounts that meet or exceed those in Civil Code §5800 and any successor statutes.
- c. *Employment Practices Liability.* When available and affordable, the Association should consider purchasing employment practices liability coverage (whether or not it has employees).

- d. *Crime Insurance and Fidelity Bond.* The Association must maintain crime insurance, employee dishonesty coverage, fidelity bond coverage, or their equivalent, for its directors, officers, and employees in an amount equal to or more than the combined amount of the reserves of the Association and total Assessments for three months. The coverage maintained by the Association shall also include protection in an equal amount against computer fraud and funds transfer fraud. If the Association uses a managing agent or management company, the Association's crime insurance, employee dishonesty coverage, fidelity bond coverage, or their equivalent shall additionally include coverage for, or otherwise be endorsed to provide coverage for, dishonest acts by that Person or entity and its employees. Self-insurance does not meet the requirements of this section.
- e. *Umbrella Policy.* The Association may purchase an excess or umbrella policy over its public liability and property damage, Directors and Officers liability, and workers' compensation policies to provide higher liability limits as the Board determines.
- f. *Workers' Compensation.* The Association must carry workers' compensation insurance as required by law to cover employees of the association. If available, the Association may purchase a Voluntary Labor Endorsement to protect its volunteers.

10.2 Liability for Increased Insurance Rates. If any act or omission of any Member, Member's Tenant, or their respective family members, guests, invitees, or pets causes an increase in the Association's insurance cost, the increase may be assessed against the Member as a Reimbursement Special Assessment.

10.3 Insurance Company Rating. All insurance policies required by this Article must be issued by either a California-admitted insurance company or an approved carrier on the California List of Approved Surplus Line Insurers (LASLI). Each carrier must hold an A.M. Best Insurance or Standard and Poor's "A" or better rating.

ARTICLE 11: LIMITATIONS OF LIABILITY

11.1 Standard for Liability. Officers, Directors, Committee members, employees, or agents are not responsible to the Association, or any Member, Member's Tenant, or their respective family members, guests, or invitees for any loss or damage to the Association or any Person or property suffered because of water, fire, smoke, explosion, electricity, dust, sand, insect or rodent infestation, or any other source unless there is clear and convincing evidence the damage or loss was caused by the willful, intentional or bad faith misconduct of the Association's Officers, Directors, Committee members, employees, or agents, based upon the

information such individual possessed at the time of the purported act or omission. The Association's Officers, Directors, Committee members, employees and agents cannot be held strictly liable for their acts or omissions.

11.2 Limited Personal Liability. No Officer, Director, Committee member, or employee of the Association is personally liable for any loss, injury, or damage to Persons or property for any act or omission, if the act or omission was performed in good faith, within the scope of the Person's duties for the Association, was not self-dealing, and did not constitute willful or intentional misconduct.

11.3 Duty to Defend. The Association must indemnify and defend and must advance reasonable attorneys' fees and costs to its Officers, Directors, Committee members, and employees for all expenses and liabilities reasonably incurred by such Person(s) regarding any proceeding (including, but not limited to, alternative dispute resolution proceedings) to which they are a party because of having been an Officer, Director, Committee member, or employee of the Association. However, the Association may seek recovery of its attorneys' fees and costs and is not liable for any judgments or other liabilities for the acts or omissions of any Persons adjudged to have acted in bad faith or gross negligence in their duties to the extent permitted by law.

11.4 Duty to Protect. The Association must protect its Officers, Directors, Committee members, and employees from unlawful harassment in the workplace as such phrase is defined in the law. However, the Association has no duty to prosecute or fund the prosecution of any claim or cause of action that an Officer, Director, Committee member, or employee of the Association asserts against another Officer, Director, Committee member or employee of the Association, or against a Member, which is (1) not based on the conduct of the accused performed in the course and scope of their duties (2) founded on personal issues or disputes between the parties, (3) for personal injuries or emotional distress, or (4) for defamation.

11.5 Personal Injury or Property Damage Sustained Within a Lot. This Section applies if any Person sustains a personal injury or property damage within a Lot or damage results in a claim against the Association or any of its Officers, Directors, Committee members, agents, or employees. The Owner of the Lot where the injury or damage occurred must: (i) fully indemnify and hold harmless the Association, Officer, Director, Committee member, agent, or employee against whom such claim or suit is brought; and (ii) defend, at their own cost and expense, any resulting litigation against the Association, Officer, Director, Committee member, agent, or employee. However, there is no obligation to hold harmless, defend or indemnify any party whose gross negligence or willful misconduct was the cause of the injury or damage.

11.6 Actions Against Directors. Members are not permitted and waive all rights, to file an action or state any cause of action in any pleading against a Director or Officer of the Association, acting within the scope of that Person's duties as a Director or Officer unless the

court first determines that the Member seeking to file the pleading has established evidence that substantiates the claim.

ARTICLE 12: MISCELLANEOUS

12.1 Amendment. Amendment or restatement of these CC&Rs is permitted by obtaining the affirmative vote of Members comprising more than fifty percent (50%) of the Voting Power of the Association or, as provided for by law, provided that the percentage of the Voting Power necessary to amend a specific provision is not less than the percentage of affirmative votes prescribed for action to be taken under that provision. Any amendment enacted in compliance with this provision becomes effective when recorded with the Offices of all County Recorders where the Development is situated.

12.2 Amendment to Conform to Statute. If a provision in these CC&Rs contradicts current law, according to a written opinion of the Association's legal counsel, on the unanimous approval of the Board of Directors and without the approval of the Members, the Board is authorized to amend that provision, but only to the extent necessary to render the provision compliant with applicable law. The Board must adopt a resolution explaining the need for the change in an open meeting. The resolution must also be recorded in the minutes.

12.3 Term of CC&Rs. These CC&Rs continue in full force and effect for a term of twenty (20) years from the date of their recordation (the Renewal Date), after which time they are automatically extended for successive periods of twenty (20) years. The provisions of this Article are also subject to any prohibitions against partitioning the Common Area that might apply. These CC&Rs may be terminated if (i) at least sixty percent (60%) of the Members approve by secret ballot circulated by the Association via its Board of Directors to terminate these CC&Rs, and (ii) certification of the Membership's approval is recorded with the Office of County Recorder in which the Development is situated, (iii) the Association's contractual and other legal obligations are wound up, (iv) all required corporate filings, tax returns, and notices are filed with appropriate agencies to effectuate dissolution of the Association/corporation, and (v) insurance tail coverage is purchased to cover any potential liability the Association may have until all applicable statutes of limitations have run their course.

12.4 Attorneys' Fees. In a lawsuit by the Association seeking the enforcement of the Governing Documents against a Member or to determine the rights or duties of the Member under the Governing Documents, the prevailing party may be awarded reasonable attorneys' fees and costs permitted by law.

12.5 Notices. Any communication or notice of any kind permitted or required to be delivered pursuant to the Association's Governing Documents or the Davis-Stirling Act must be in writing. Such delivery must be made as follows:

- a. *To the Association:*
 - i. *Manner of Delivery.* By electronic delivery (email, facsimile, or other electronic means), by personal delivery (for which a receipt will be provided), or by mail (first class, postage prepaid, registered or certified, express mail, or overnight delivery by an express service center). This provision consents to allow personal delivery and electronic delivery to the Association. However, the Association is permitted to withdraw such consent, in writing, as to any Member whose electronic communications or personal visits are abusive or harassing and limit communications and notices from such Member to mail only.
 - ii. *Recipient of Delivery.* The Person designated in the Association’s annual policy statement to receive documents on behalf of the Association. If no person has been designated to receive documents, the document must be delivered to the President or Secretary of the Association.
- b. *To the Members:*
 - i. *Manner of Delivery.* For communications and notices subject to the Davis-Stirling Act, the manner required therein includes individual notice or delivery, general notice or delivery, electronic delivery (with consent), or otherwise. For other communications and notices not subject to the Davis-Stirling Act, by electronic delivery (email, facsimile, or other electronic means), by personal delivery, or by mail (first class, postage prepaid, registered or certified, express mail, or overnight delivery by an express service center).
 - ii. *Location of Delivery by Mail or Email.* Delivery must be made according to the Member’s preferred delivery method, or if no method is selected, as otherwise determined by Civil Code §4041 and further provided for in Civil Code §4040 (individual delivery) and Civil Code §4045 (general delivery).
- c. *When Notice Deemed Delivered.*
 - i. *By Mail.* If a document is delivered by mail, delivery is deemed complete on deposit into the United States mail.
 - ii. *By Electronic Means.* If a document is delivered electronically, delivery is complete at transmission.

12.6 Headings. The headings contained in these CC&Rs are for convenience of reference and are not a part of and not intended to govern, limit, or aid in constructing any term or provision of these CC&Rs.

12.7 Liberal Construction. The provisions of the Governing Documents must be liberally construed to effectuate their purpose of creating a uniform plan for the use, operation and maintenance of the Development.

12.8 Number and Gender. Regardless of the number and gender specifically used, words herein shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

12.9 Severability. The provisions of these CC&Rs and any other Governing Document are deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision does not affect the validity or enforceability of any other provision.

12.10 No Public Rights. Nothing contained in these CC&Rs is a gift or dedication of all or any portion of the Development to the general public or for any public use or purpose whatsoever.

12.11 Successor Association. If the Association, as a corporate entity, is dissolved, a nonprofit, unincorporated association, without further action, automatically succeeds to all the rights and duties of the corporation. The affairs of the unincorporated association will continue to be governed by these CC&Rs, the Bylaws, Architectural Guidelines, the Rules and Regulations, and any applicable law.

12.12 Conflicting Provisions. The law prevails when a conflict exists between the CC&Rs and the law. When a conflict exists between these CC&Rs and the Articles or the Bylaws, these CC&Rs control. The Articles control when a conflict exists between the Articles and the Bylaws.

CERTIFICATION

WE CERTIFY this _____ day of _____, 2022, that this Restated Declaration of Covenants, Conditions and Restrictions has been duly approved and adopted by the affirmative vote of at least a majority of the total voting power of The Riviera Estates Association.

THE RIVIERA ESTATES ASSOCIATION

President

Secretary

SIGNATURES MUST BE NOTARIZED

REPLACE THIS PAGE WITH A NOTARY ACKNOWLEDGEMENT

EXHIBIT A

LEGAL DESCRIPTION

All Lots shown upon the Map entitled "The Riviera," Book 108, Pages 87 through 90, inclusive, of Maps, certain portions of which have been further subdivided by subsequent parcel maps and tract maps as follows:

A portion of Lot 6 of Tract No. 14523, Book 351, Pages 48-49, of Maps.

A portion of Block 42 on the Santa Monica Land and Water Co. Tract Map Recorded in Book 78, Pages 44 through 49, inclusive of Maps.

Lots 1 through 5, Tract No. 18845, Book 551, Page 48 of Maps, recorded March 22, 1955.

Lots 1 through 7, Tract No. 14038, Book 297, Page 14 of Maps.

A portion of Lots 7 and 8, Tract No. 10724, Book 174, Pages 5 through 11, inclusive, of Maps.

Parcels A and B of Parcel Map No. 186 in Book 3, Page 41 of Parcel Maps.

A portion of Parcel A and Parcel B of Parcel Map No. 3070 in Book 66, Pages 22 through 23 of Parcel Maps.

A portion of Lot 35 of Tract No. 9313, Book 141, Pages 64 through 69 of Maps, recorded August 11, 1927.

Block H, Tract No. 8978, Book 127, Pages 12 through 42.

Parcel A of Parcel Map No. 846 in Book 7, Page 86 of Parcel Maps.

Parcel B of Parcel Map No. 1492 in Book 17, Page 57 of Parcel Maps.

A portion of Lots 12, 22, and 28 of Tract No. 11470 in Book 230, Pages 47 and 48 of Maps.

EXHIBIT B

LOT IDENTIFICATION AND ASSESSMENT ALLOCATION TABLE

Lot #	APN	Address	Sq. Ft.	%
1	4425-005-001	1537 Amalfi	17,496	0.51%
2	4425-005-035	1529 Amalfi	16,550	0.48%
3	4425-005-031	1515 Amalfi	79,881	2.32%
4	4425-005-032		14,558	0.42%
5	4425-005-034	1511 Amalfi	21,780	0.63%
6	4407-012-001	1263 Monaco	16,029	0.46%
7	4407-012-002	1257 Monaco	12,075	0.35%
8	4407-012-003	1250 Monaco	39,541	1.15%
9	4407-012-004	1256 Monaco	13,649	0.40%
10	4407-012-005	1262 Monaco	15,801	0.46%
11	4425-014-017	1355 Monaco	17,579	0.51%
12	4425-014-007		8,363	0.24%
13	4425-014-016	1349 Monaco	22,248	0.65%
14	4425-014-008		13,841	0.40%
15	4425-014-015	1331 Monaco	27,773	0.81%
16	4425-014-014	1323 Monaco	18,942	0.55%
17	4425-014-013	1301 Monaco	24,256	0.70%
18	4425-014-024		12,740	0.37%
19	4425-019-029	1490 Capri	15,583	0.45%
20	4425-019-025	1465 Monaco	25,136	0.73%
21	4425-019-020	1455 Monaco	32,433	0.94%
22	4425-019-030	1401 Monaco	72,535	2.10%
23	4425-019-016		13,718	0.40%

24	4425-020-001	1531 Sorrento	19,653	0.57%
25	4425-020-002	1526 Sorrento	10,971	0.32%
26	4425-020-003	1515 Capri	11,731	0.34%
27	4425-020-005	1520 Sorrento	15,656	0.45%
28	4425-020-006	1514 Sorrento	17,021	0.49%
29	4425-020-007	1509 Capri	17,988	0.52%
30	4425-020-008	1495 Capri	18,026	0.52%
31	4425-021-001	1601 Capri	43,224	1.25%
32	4425-021-002	1575 Amalfi	32,228	0.93%
33	4425-021-003	1561 Amalfi	18,577	0.54%
34	4425-021-004	1555 Amalfi	16,998	0.49%
35	4425-021-005	1545 Amalfi	13,243	0.38%
36	4425-021-024	1570 Amalfi	60,713	1.76%
37	4425-021-007	1550 Amalfi	20,722	0.60%
38	4425-021-008		57,580	1.67%
39	4425-021-020	1520 Amalfi	19,943	0.58%
40	4425-021-023	1510 Amalfi	16,265	0.47%
41	4425-021-017	1505 Sorrento	13,038	0.38%
42	4425-021-022	1509 Sorrento	13,819	0.40%
43	4425-021-015	1513 Sorrento	21,775	0.63%
44	4425-021-013	1521 Sorrento	11,452	0.33%
45	4425-021-012	1525 Sorrento	44,011	1.28%
46	4425-021-010	1555 Capri	38,527	1.12%
47	4425-022-022	1600 Capri	26,326	0.76%
48	4425-022-021	1621 Amalfi	14,567	0.42%
49	4425-022-020	1633 Amalfi	14,380	0.42%
50	4425-022-019	1645 Amalfi	21,298	0.62%
51	4425-022-018	1655 Amalfi	16,961	0.49%

52	4425-022-017	1667 Amalfi	18,347	0.53%
53	4425-022-027	1677 Amalfi	23,062	0.67%
54	4425-022-002	1651 San Remo	21,321	0.62%
55	4425-022-003	1661 San Remo	15,485	0.45%
56	4425-022-004	1675 San Remo	12,745	0.37%
57	4425-022-005	1709 San Remo	23,690	0.69%
58	4425-022-006	1684 Casale	17,788	0.52%
59	4425-022-026	1674 Casale	20,341	0.59%
60	4425-022-008	1660 Casale	17,601	0.51%
61	4425-022-009	1656 Casale	14,458	0.42%
62	4425-024-026	1670 San Remo	27,563	0.80%
63	4425-024-019	1660 San Remo	26,115	0.76%
64	4425-024-018	1638 San Remo	47,433	1.38%
65	4425-024-037	1620 San Remo	49,830	1.45%
66	4425-024-016	1610 San Remo	25,817	0.75%
67	4425-026-011	1600 San Remo	34,389	1.00%
68	4425-026-013	1580 San Remo	37,604	1.09%
69	4425-026-006	1570 San Remo	24,304	0.70%
70	4425-026-005	1560 San Remo	26,514	0.77%
71	4425-026-004	1550 San Remo	42,617	1.24%
72	4425-026-003	1520 San Remo	7,738	0.22%
73	4425-026-009	1514 San Remo	13,824	0.40%
74	4425-029-021	1341 San Remo	47,470	1.38%
75	4425-029-018	1360 Monaco	18,411	0.53%
76	4425-029-003	1352 Monaco	20,146	0.58%
77	4425-029-004	1344 Monaco	19,988	0.58%
78	4425-029-016	1330 Monaco	19,381	0.56%

79	4425-029-012	1318 Monaco	18,561	0.54%
80	4425-029-013	1310 Monaco	10,914	0.32%
81	4425-029-019	1300 Monaco	20,034	0.58%
82	4425-029-015	1301 San Remo	10,501	0.30%
83	4425-029-009	1311 San Remo	12,359	0.36%
84	4425-029-008	1315 San Remo	14,672	0.43%
85	4425-029-020	1329 San Remo	40,651	1.18%
86	4425-030-007	1424 Monaco	14,255	0.41%
87	4425-030-008	13537 Romany	15,794	0.46%
88	4425-030-009	13525 Romany	20,066	0.58%
89	4425-030-010	13515 Romany	20,059	0.58%
90	4425-030-011	1401 San Remo	25,734	0.75%
91	4425-030-002	1411 San Remo	20,573	0.60%
92	4425-030-001	13510 Lucca	28,848	0.84%
93	4425-030-003	13524 Lucca	19,500	0.57%
94	4425-030-004	13534 Lucca	19,501	0.57%
95	4425-030-005	13544 Lucca	19,500	0.57%
96	4425-030-006	13554 Lucca	22,814	0.66%
97	4425-031-010	1490 Monaco	37,582	1.09%
98	4425-031-009	13574 D'Este	17,000	0.49%
99	4425-031-008	13564 D'Este	17,000	0.49%
100	4425-031-007	13550 D'Este	17,000	0.49%
101	4425-031-006	13544 D'Este	17,000	0.49%
102	4425-031-005	13530 D'Este	17,000	0.49%
103	4425-031-004	13524 D'Este	17,001	0.49%
104	4425-031-003	13520 D'Este	16,076	0.47%
105	4425-031-002	13516 D'Este	14,369	0.42%
106	4425-031-001	1471 San Remo	30,325	0.88%

107	4425-031-017	1457 San Remo	20,868	0.61%
108	4425-031-016	13505 Lucca	29,813	0.86%
109	4425-031-018	13525 Lucca	36,780	1.07%
110	4425-031-013	13535 Lucca	20,876	0.61%
111	4425-031-012	13545 Lucca	18,645	0.54%
112	4425-031-011	13565 Lucca	40,130	1.16%
113	4425-032-020	13595 D'Este	33,513	0.97%
114	4425-032-002		642	0.02%
115	4425-032-021	13577 D'Este	20,143	0.58%
116	4425-032-004	13565 D'Este	17,046	0.49%
117	4425-032-005	13555 D'Este	16,200	0.47%
118	4425-032-006	13545 D'Este	16,199	0.47%
119	4425-032-007	13535 D'Este	16,199	0.47%
120	4425-032-008	13525 D'Este	16,201	0.47%
121	4425-032-009	1505 San Remo	31,484	0.91%
122	4425-032-010	1509 San Remo	13,455	0.39%
123	4425-032-011	1515 San Remo	13,581	0.39%
124	4425-032-012	1521 San Remo	14,921	0.43%
125	4425-032-013	1525 San Remo	18,231	0.53%
126	4425-032-022	1535 San Remo	18,282	0.53%
127	4425-032-016	1537 San Remo	22,452	0.65%
128	4425-032-017	1540 Monaco	17,122	0.50%
129	4425-032-018	1520 Monaco	14,801	0.43%
130	4425-032-019	1516 Monaco	14,296	0.41%
131	4425-033-001	1550 Sorrento	27,209	0.79%
132	4425-033-002	1564 Sorrento	18,462	0.54%
133	4425-033-003	1570 Sorrento	18,463	0.54%
134	4425-033-004	1580 Sorrento	18,462	0.54%

135	4425-033-005	1582 Sorrento	18,462	0.54%
136	4425-033-006	1571 San Remo	21,982	0.64%
137	4425-033-007	1541 Monaco	32,503	0.94%
138	4425-033-008	1521 Monaco	21,457	0.62%
139	4425-033-009	1517 Monaco	20,576	0.60%
140	4425-033-010	1515 Monaco	20,576	0.60%
141	4425-034-001	1600 Amalfi	22,031	0.64%
142	4425-034-002	1608 Amalfi	16,897	0.49%
143	4425-034-017	1620 Amalfi	18,212	0.53%
144	4425-034-018	1630 Amalfi	18,656	0.54%
145	4425-034-004	1640 Amalfi	17,783	0.52%
146	4425-034-005	1650 Amalfi	18,156	0.53%
147	4425-034-006	1660 Amalfi	18,556	0.54%
148	4425-034-016	1619 San Remo	46,037	1.34%
149	4425-034-009	1601 San Remo	26,853	0.78%
150	4425-034-010	1583 Sorrento	18,939	0.55%
151	4425-034-011	1581 Sorrento	18,934	0.55%
152	4425-034-012	1575 Sorrento	18,941	0.55%
153	4425-034-013	1569 Sorrento	18,605	0.54%
154	4425-034-014	1561 Sorrento	19,291	0.56%
155	4425-034-015	1551 Sorrento	22,187	0.64%

3,447,98 100%

EXHIBIT C
MAINTENANCE AREAS



D Este Medians: the two median between the three streets labeled “D Este Dr” and “W D Este



Sunset Green: the areas loosely outlined below.

