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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LEISURE TOWN**

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEISURE TOWN

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made on the date set forth below by LEISURE TOWN HOME ASSOCIATION, a California nonprofit corporation (the "Association").

RECITALS OF BACKGROUND FACTS; DECLARATIONS

A. The Association is the successor in interest to various developers which, as Declarants, over time executed those certain declarations set forth in Exhibit A (separately, an "Original Declaration"; collectively, the "Original Declarations").

B. Amendments to the Original Declarations were recorded on various dates as also set forth in Exhibit A. An Original Declaration, together with its amendments (if any) set forth in Exhibit A, is referred to herein as an "Original Declaration as Amended." The Original Declarations, together with all of the amendments set forth in Exhibit A, are collectively referred to herein as the "Original Declarations as Amended."

C. Each Original Declaration as Amended establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with, and are binding upon all parties having or acquiring any right, title, or interest in, its respective tract of real property located in the County of Solano, State of California more particularly described in Exhibit B.

D. All of the real property together described in Exhibit B comprises the common interest development in Vacaville, California known as Leisure Town (the "Development").

E. The Development is a "senior citizen housing development" as defined in California *Civil Code* section 51.3(b)(3) and is operated as "Housing for Older Persons" as defined in the federal Fair Housing Amendments Act of 1988, 42 U.S.C.S. section 3607(b)(2).

F. It is the desire of the Owners of Lots to consolidate all the Original Declarations as Amended and to amend and restate them collectively in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Leisure Town.

G. IT IS THEREFORE HEREBY DECLARED, with the approval of a majority of the Owners of the Lots pursuant to the amending provision in the Original Declaration as Amended, that the Original Declarations as Amended shall be consolidated and that they are hereby AMENDED AND RESTATED IN THEIR ENTIRETY in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Leisure Town (hereinafter, the "Declaration").

H. IT IS FURTHER HEREBY DECLARED that all the real property described in Exhibit B plus the real property that is Common Area described in Exhibit C constitutes a planned development within the meaning of California *Civil Code* section 4175.

I. IT IS FURTHER HEREBY DECLARED that all of the real property described in Exhibit B is and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and for protecting, preserving, and enhancing the value, desirability, and attractiveness of such real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of such real property and any part thereof.

J. IT IS FURTHER HEREBY DECLARED that all of the following covenants, conditions, and restrictions shall constitute enforceable equitable servitudes as provided in *Civil Code* section 5975 shall constitute covenants that shall run with all of the real property described in Exhibit B and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or the owner or holder of any interest or estate therein and their heirs, successors, and assigns.

ARTICLE 1 DEFINITIONS

1.1 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures including, but not limited to, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments.

1.2 Annual Policy Statement. "Annual Policy Statement" shall mean the annual disclosures made to the Members pursuant to *Civil Code* section 5310.

1.3 Architectural Committee. "Architectural Committee" shall mean the Committee established and appointed pursuant to Article 8 ("Architectural Approval").

1.4 Articles. "Articles" shall mean the Articles of Incorporation of Leisure Town Home Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

1.5 Assessments. "Assessments" shall mean amounts levied by the Board to maintain, repair, replace, restore, and improve property within the Development for which the Association is responsible and to conduct the business and affairs of the Association. Assessments shall include Compliance Assessments, Garden Home Assessments, Regular Assessments, Reimbursement Assessments, and Special Assessments, as more particularly set forth in Article 9.

1.6 Association. "Association" shall mean Leisure Town Home Association, a California nonprofit corporation, its successors and assigns.

1.7 Board of Directors. "Board of Directors", "Board", or "Leisure Town Board" shall mean the governing body of the Association.

1.8 Bylaws. "Bylaws" shall mean the Bylaws of the Association as they shall be duly adopted by the Board of Directors and the Members and any duly-adopted amendments thereof.

1.9 City. "City" shall mean the City of Vacaville.

1.10 Civil Code. "*Civil Code*" shall mean the California *Civil Code* as amended from time to time.

1.11 Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Residents of the Development. The Common Area comprises the real property set forth in Exhibit C.

1.12 Contract Purchaser / Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.

1.13 Corporations Code. "*Corporations Code*" shall mean the California *Corporations Code* as amended from time to time.

1.14 County. "County" shall mean the County of Solano.

1.15 Declaration. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Leisure Town, recorded in the Office of the County Recorder of Solano County, California, and any duly recorded amendments thereof.

1.16 Development. "Development" shall mean all of the real property described in this Declaration comprising the Leisure Town planned development and any additional real property as may hereafter be brought within the jurisdiction of the Association.

1.17 Dwelling. "Dwelling" shall mean a structure designed for human residential use and occupancy. A Dwelling may be a detached single-family residence or an individual unit within a multi-family residential structure upon a Lot.

1.18 First Mortgage / First Mortgagee. "First Mortgage" shall mean a Deed of Trust or Mortgage that has first priority over all other Deeds of Trust or Mortgages. "First Mortgagee" shall mean the beneficiary under a First Mortgage.

1.19 Garden Homes. "Garden Homes" shall mean those Lots with attached Dwellings shown in Exhibit "B". There are two (2) areas of Garden Homes within the Development – Garden Homes Unit One and Garden Homes Unit Two.

1.20 Garden Homes Unit One. "Garden Homes Unit One" shall mean the Lots with attached Dwellings shown in Exhibit "B". Garden Homes Unit One consists of all Garden Homes constructed within the Development on or before December 31, 1977.

1.21 Garden Homes Unit One Board. "Garden Homes Unit One Board" shall mean a board that is advisory to the Board of Directors about Garden Homes Unit One issues and that is comprised of not more than five (5) and not less than three (3) persons who are elected by and from Owners of Lots within Garden Homes Unit One.

1.22 Garden Homes Unit Two. "Garden Homes Unit Two" shall mean the Lots with attached Dwellings shown in Exhibit "B". Garden Homes Unit Two consists of all Garden Homes constructed within the Development on or after January 1, 1978.

1.23 Garden Homes Unit Two Board. "Garden Homes Unit Two Board" shall mean a board that is advisory to the Board of Directors about Garden Homes Unit Two issues and that is comprised of not more than five (5) and not less than three (3) persons who are elected by and from Owners of Lots within Garden Homes Unit Two.

1.24 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, and Rules.

1.25 Individual Delivery / Individual Notice. "Individual Delivery" or "Individual Notice" shall mean delivery to a Member or Members by one (1) of the following methods, as provided in *Civil Code* section 4040 and *Corporations Code* sections 20 and 21; which includes but is not limited to, first class mail, overnight delivery by express service carrier, personal delivery, or by email, facsimile, or other electronic means if the recipient has consented in writing to that method of delivery.

1.26 Lot. "Lot" shall mean any defined plot of land shown upon any of the Subdivision Maps upon which one (1) detached or one (1) attached Dwelling has been or may be built. There are 1,153 Lots in the Development.

1.27 Majority of a Quorum. "Majority of a Quorum" shall mean a majority of the votes cast in any lawful vote or election by the Members in which the number of ballots cast equals or exceeds the number required to establish a quorum.

1.28 Member. "Member" shall mean an Owner.

1.29 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all Assessments and Additional Charges imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents. A Member shall be deemed to be in Good Standing unless, after notice and an opportunity for hearing, pursuant to the Bylaws, the Board has found the Member to be not in Good Standing and has so notified the Member in accordance with *Civil Code* section 5855.

1.30 Mortgage / Mortgagee. "Mortgage" shall mean a duly recorded deed of trust or mortgage in the conventional sense encumbering a Lot. "Mortgagee" shall mean a beneficiary under a Mortgage.

1.31 Owner. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, excluding those persons having such interest merely as security for the performance of an obligation.

1.32 Resident. "Resident" shall mean any person who resides in a Dwelling on a Lot within the Development whether or not such person is an Owner.

1.33 Rules. "Rules" shall mean the policies, rules, and regulations governing the administration, management, operation, use, and occupancy of the Development, including the use of the Common Area and facilities, the personal conduct of Owners and Residents, members of their household, pets, tenants, invitees, and guests within the Development, enforcement of the Governing Documents, and any other matter that is within the jurisdiction of the Association, as adopted, published, or amended by the Board from time to time and subject to applicable law, including the procedures for rule-making specified in *Civil Code* section 4340 and following.

1.34 Senior Citizen / Qualifying Resident. "Senior Citizen" or "Qualifying Resident" shall mean a person fifty-five (55) years of age or older.

1.35 Senior Housing Residency Rules. "Senior Housing Residency Rules" shall mean the residency policies adopted by the Board to define, implement, monitor and enforce the senior housing residency provisions set forth in Article 6.

1.36 Sub-association "Sub-association" shall mean any separate residential subdivision with the Development, including without limitation any common interest development, as that term is defined in California Civil Code Section 4100. Sub-associations may be subject to separate Governing Documents that further regulate use of the property within the Sub-association.

1.37 Subdivision Maps. "Subdivision Maps" shall mean one (1) or more of the maps listed in Exhibit D.

ARTICLE 2 HOMEOWNERS ASSOCIATION

2.1 Management and Operation; Bylaws. The Association is an "association" as defined in *Civil Code* section 4080 and as such shall have the power and the authority to manage and operate the Development in accordance with the Governing Documents and the provisions of applicable law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. Provisions concerning the operation of the Association as a nonprofit corporation are set forth in the Bylaws.

2.2 Legal Standing. To the fullest extent permitted by law, including *Civil Code* section 5980, the Association shall have standing to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as a real party in interest, and without joining with it the Owners, in matters pertaining to any of the following:

- (a) Enforcement of the Governing Documents.
- (b) Damage to the Common Area.
- (c) Damage to the portion of a Lot that the Association is obligated to maintain, repair, or replace.
- (d) Damage to the portion of a Lot that arises out of, or is integrally related to, damage to the Common Area or other Lots that the Association is obligated to maintain, repair, or replace.

2.3 Membership. Every Owner of a Lot shall be a Member of the Association and shall remain a Member thereof until such time as his or her ownership of such Lot ceases for any reason. Fee ownership of a Lot shall be the sole qualification for membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged,

alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

2.4 Voting. Only Members in Good Standing shall be entitled to vote and only one (1) vote shall be cast for each Lot, as more particularly set forth in the Bylaws.

2.5 Association Rules. Subject to applicable law, including *Civil Code* sections 4340 and following regarding notice and procedures, the Board shall have the power and the authority to establish, promulgate, amend, repeal, and enforce Rules.

2.6 Sub-association. There is presently one Sub-association, Hampton Park Homeowners Association, within the Association and is subject to this Declaration.

ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION

3.1 Legal Description. The property subject to this Declaration and to the jurisdiction of the Association is described in Exhibit B.

3.2 Classification of Property. The property subject to this Declaration is a planned development. All of the property within the Development is divided into the following two (2) categories:

- (a) Common Area.
- (b) Lots.

3.3 Notice of Airport in Vicinity – Civil Code section 4255(a). The Development is presently located in the vicinity of an airport, within what is known as an "airport influence area." For that reason, property within the Development 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 those annoyances can vary from person to person. Prospective purchasers may wish to consider what airport annoyances, if any, are associated with the property before completing a purchase and determine whether these are acceptable. As provided in *Civil Code* section 4255(d), the preceding statement does not constitute a title defect, lien, or encumbrance.

3.4 Mergers, Consolidations, and Annexations. The Association acting through its Board may (a) participate in mergers and/or consolidations with other nonprofit corporations organized for the same purposes as the Association, or (b) annex additional property to the Development, provided that the merger is with a "senior citizen housing development" as defined in California *Civil Code* section 51.3(b)(3) and is operated as "Housing for Older Persons" as defined in the federal Fair Housing

Amendments Act of 1988, 42 U.S.C.S. section 3607(b)(2). Notwithstanding any provision of this Declaration or of the other Governing Documents to the contrary, any property which is located adjacent to or geographically near the Development, but which is not then a part of the Development, may be annexed to and become a part of the Development and may be made subject to this Declaration and to the jurisdiction of the Association upon the approval of the Board without the necessity of obtaining the approval of the Members, provided that the merger is with a "senior citizen housing development" as defined in California *Civil Code* section 51.3(b)(3) and is operated as "Housing for Older Persons" as defined in the federal Fair Housing Amendments Act of 1988, 42 U.S.C.S. section 3607(b)(2). The Board of Directors shall have the power and discretion to impose those conditions, limitations, and requirements with respect to any such annexation as it deems appropriate. A declaration of annexation for each such annexation shall be executed by the owner of the property to be annexed and by the President and Secretary of the Association and shall be recorded in the official records of the County.

ARTICLE 4 MECHANIC'S LIENS, EASEMENTS

4.1 Mechanic's Lien against Common Area. In the event there shall be filed against the Common Area a notice of mechanic's lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner within the Development or such Owner's Lot, such Owner shall forthwith cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, and notwithstanding any other provisions of the Governing Documents concerning notice or hearing, the Owner shall be permitted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners.

If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

4.2 Easements in General. In addition to all easements reserved and granted on the Subdivision Maps, there are hereby specifically reserved and granted for the

benefit of the Lots and Lot Owners in common and for each Lot and Lot Owner severally, and for the Association, as their respective interests shall obtain, the easements, reciprocal negative easements, secondary easements, and rights of way as particularly identified in this Article 4.

4.3 Owners' Non-Exclusive Easements of Enjoyment. Every Owner of a Lot shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Common Area of the Development. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Lot, subject to the following rights and restrictions:

- (a) The right of the Board to establish and enforce Rules governing the use of the Common Area and facilities thereon;
- (b) The right of the Board to charge reasonable admission and other fees for the use of any facilities situated upon the Common Area;
- (c) The right of the Board to suspend an Owner's right to use the recreational facilities as provided for in the Bylaws;
- (d) The right of the Board to sell or transfer real property owned by the Association;
- (e) The right of the Board, as set forth in Section 4.7 ("Utility Easements"), to grant and transfer utility easements and rights of way in, on, over, or under the Common Area subject to such conditions as may be agreed to by the Board; and
- (f) The right of the Association or its authorized agents, as provided in this Declaration, to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area or the Owners in common.

4.4 Owners' Easements for Maintenance of Utilities. Whenever sanitary sewer, drainage, water, electricity, gas, television receiving, or telephone lines or connections are installed within the Development, which connections or any portion thereof lie in or upon a Lot or Lots or Common Area owned by other than the Owner of a Lot served by such connections, the Owner of any Lot served by such connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the Lot or Lots or to have the utility companies enter upon the Lot or Lots in or upon which such connections, or any portion thereof, lie, to repair, replace and generally maintain such connections as and when necessary.

4.5 Maintenance Easements. An easement is hereby reserved to and shall exist for the Association to enter in or cross over any portion of a Garden Homes Lot for which the Association has a maintenance obligation in accordance with Section 10.3.

4.6 Easements of Encroachment and Drainage. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto and/or as between adjacent Lots due to the placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon in accordance with the terms of the Declaration; provided, however, that in no event shall an easement for encroachment exist in favor of an Owner or the Association if such encroachment occurred due to willful unauthorized conduct on the part of such person. In the event that a structure on any Lot is partially or totally destroyed and then repaired or rebuilt in accordance with the provisions of the Declaration, the Owners of each Lot agree that minor encroachments over adjoining Lots and/or Common Area shall be permitted and that there shall be easements for the maintenance of such encroachments so long as they shall exist.

In addition, each Lot and its Owner are hereby declared to have an easement for retaining walls, footings, roofs, balconies, eaves, and all other encroachments as originally constructed over each adjoining Lot and/or Common Area for the maintenance thereof, together with an easement for the drainage of water from such roofs, gutters, balconies, eaves, and all other encroachments over each such adjoining Lot and/or Common Area. In the case of a permitted encroachment pursuant to this Section 4.6, that portion of the real property so encroached upon shall be treated, for use, maintenance, and liability purposes, as if it were part of the Lot of which such encroaching improvements are a part.

4.7 Utility Easements. There are reserved and there shall exist easements over and under the Development or any portion thereof for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association, together with the right to grant and transfer the same, and each purchaser, in accepting a deed to a Lot, expressly consents thereto; provided, however, that no such easement or right of way may be granted or transferred if it would unreasonably interfere with the use, occupancy, or enjoyment by an Owner or Resident of any Lot without the consent of the Owner(s) affected.

4.8 Priority of Easements. Wherever easements granted to the City or County are, in whole or in part, coterminous with any other easements, the easements of the City or County shall have priority over other easements in all respects.

ARTICLE 5 USE RESTRICTIONS

5.1 Senior Citizen Residential Use. All Lots shall be occupied and used for senior citizen residential purposes only. All Residents shall be subject to this Section 5.1 and to the restrictions on age and occupancy set forth in Article 6 ("Senior Housing Residency Restrictions") and the Senior Housing Residency Rules. All Owners and Residents shall cooperate with the Board as required to verify the Association's compliance with applicable law.

5.2 Residential Use. Except to the extent permitted in Section 5.3 ("Restriction on Businesses"), Lots shall be occupied and used only for residential purposes in conformity with the requirements of applicable zoning laws or other state or local rules or regulations.

5.3 Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted, or conducted on any Lot within the Development except professional, administrative, or clerical activities that have no external impact on the Development and that are merely incidental to the use of the Lot for residential purposes. The Board may adopt reasonable Rules related to business activities on Lots consistent with this Section 5.3.

5.4 Number of Occupants. No Dwelling may be permanently occupied by a number of Residents that is more than two (2) times the number of bedrooms. In no event shall any Dwelling be occupied by more individuals than permitted by applicable zoning laws or other governmental regulations.

5.5 Renting and Leasing. Each Owner may rent or lease his or her Lot, subject to the requirements and restrictions in Article 7 of this Declaration.

5.6 Delegation of Use. Any Owner who rents or leases the Owner's Lot shall be required to delegate his or her rights of use and enjoyment, including easements, in the Development to such Owner's tenants, subject to the terms of the Governing Documents. It is the express purpose and intent of this Section 5.6 to limit the right of use and enjoyment of the Common Area amenities to Residents of the Development and their accompanied guests, except the Association may rent the Common Area as provided for in this Declaration. Rights of enjoyment that have been delegated by an Owner to the Owner's tenants are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents.

5.7 Compliance with Laws. Each Owner and Resident shall comply with all requirements of all federal, state, and local governmental authorities and all laws, ordinances, rules and regulations applicable to his or her Lot and Dwelling and the Common Area.

5.8 Use of Common Area Generally. All use of Common Area is subject to the Governing Documents. Subject to the provisions of the Governing Documents, the Common Area shall be held, maintained, and used to meet the common interests of the Owners and the Residents, members of their household, tenants, and guests. Acting on behalf of the Association, the Board may, in its discretion, rent the Common Area facilities for use by non-residents.

5.9 No Alteration of Common Area. Except as may be authorized by the Board, no person or entity other than the Association or its duly-authorized agents shall (a) construct, reconstruct, refinish, alter, or maintain any improvement upon the Common Area, (b) make or create any excavation or fill upon the Common Area, (c) change the natural or existing drainage of the Common Area, or (d) plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area.

5.10 No Obstruction of Common Area. The Common Area shall be kept free of rubbish, debris, and other unsightly or unsanitary materials. There shall be no obstruction of any part of the Common Area nor shall anything impair access to the Common Area. Each Owner shall avoid causing any damage to the Common Area.

5.11 No Smoking in Common Area. For the safety of property and for the health, safety, and security of all Residents of the Development, no smoking of cigarettes, cigars, or any other tobacco product, marijuana, illegal substance or e-cigarette shall be permitted anywhere in the Common Area, whether indoors or outdoors. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, or other tobacco product, marijuana, illegal substance or e-cigarette, and shall include smoke or vapor from any such activity drifting from a Lot to the Common Area.

5.12 Conditions Affecting Insurance. Nothing shall be done, placed, or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy maintained by the Association, or which will be in violation of any governmental statute, ordinance, rule, or regulation. If any Owner or Resident, member of their household, tenant, invitee, or guest shall violate this Section 5.12, the Owner shall be liable to the Association for any resulting increase in insurance premiums and any other damages, which may be assessed against the responsible Owner as a Reimbursement Assessment.

5.13 Requirement of Architectural Approval. As addressed in Article 8 ("Architectural Approval"), construction, installation, modification, or alteration of buildings, outdoor structures, landscaping, and outdoor lighting on Lots is subject to prior architectural approval by the Board.

5.14 Animals. No animals or livestock of any kind may be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets or animals may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The Board may adopt and enforce pet rules with respect to the provisions of this Section 5.14, including identifying the types and numbers of permitted animals deemed to be reasonable on a Lot.

5.15 Signs, Banners, Flags. The following types of signs, posters, banners, or flags may be displayed to the public view from within the Development:

- (a) Signs required by legal proceedings.
- (b) A noncommercial sign or poster no larger than nine (9) square feet in size or a noncommercial flag or banner no larger than fifteen (15) square feet in size and displayed upon a Lot, limited to the fullest extent permitted by *Civil Code* section 4710.
- (c) A single sign of customary and reasonable dimension and design and reasonably located on a Lot advertising the Lot for sale or rent.
- (d) A flag of the United States, subject to any City or County restrictions as to size and as to time, place, and manner of display, as provided in *Civil Code* section 4705.
- (e) Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association, including signs located at or near any entrance to the Development identifying the Development.

The Board may adopt reasonable Rules regarding signs, including temporary signs, consistent with the provisions of this Section 5.15.

5.16 Outbuildings. In no event, shall any outbuilding, shed, garage, tent, or similar structure be used for human occupancy, either temporarily or permanently.

5.17 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

5.18 Setback Requirements. Dwellings constructed on the Lots after the date this Declaration is recorded shall comply with Article 8 ("Architectural Approval") of this Declaration and with the setback requirements found in the City Code.

5.19 Dwelling Requirements. Dwellings constructed on the Lots after the date this Declaration is recorded shall comply with Article 8 ("Architectural Approval") of this Declaration and with the minimum Dwelling size requirements found in the City Code.

5.20 Vehicles and Parking. No trailer, boat or truck may be parked on any Lot for more than thirty-six (36) hours unless within a garage or with approval of the Association. For purposes of this Declaration a "truck" is defined as a truck that has a gross vehicle weight rating that is greater than 14,000 pounds.

ARTICLE 6 SENIOR HOUSING RESIDENCY RESTRICTIONS

The following restrictions specify age and other qualifications for Residents, other occupants, and guests at Leisure Town. These restrictions and the Senior Housing Residency Rules adopted by the Board identify how the Board will implement and apply federal and state law to the occupancy of Lots.

6.1 Senior Citizen Housing Development. Leisure Town is a senior housing development that is intended to (a) qualify for the "housing for older persons" exemption from the prohibitions on discrimination based on familial status contained in the federal Fair Housing Act, including those provisions adopted pursuant to the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (together, the "Federal Act"), (b) qualify as a "senior citizen housing development" as that term is defined in *Civil Code* section 51.3 (the "State Act"), and (c) otherwise comply with the requirements of the Federal Act and the State Act.

6.2 Definitions. Capitalized terms used in this Article 6 shall have the definitions set forth in the Senior Housing Residency Rules adopted by the Board and as amended from time to time to remain consistent with the Federal Act and the State Act. The major capitalized terms used in this Article 6 and defined in the Senior Housing Residency Rules are: (a) Qualifying Resident, (b) Qualified Permanent Resident, and (c) Permitted Health Care Resident.

6.3 Residency Requirements and Restrictions, Generally. Except as permitted in Section 6.4 ("Continued Occupancy by Qualified Permanent Resident in the Absence of the Qualifying Resident"), every Lot, if occupied, must be occupied by at least one Qualifying Resident, and every other person occupying the Unit (if he or she is not also a Qualifying Resident) must be: (a) a Qualified Permanent Resident, (b) a Permitted Health Care Resident, or (c) a person under fifty-five (55) years of age whose continued occupancy is permitted under certain "grandfathering" provisions of California law contained in *Civil Code* section 51.3(h) (i.e., had the right to occupy an age-restricted dwelling on January 1, 1985) and *Civil Code* section 51.4(b) (i.e., had the right to occupy an age-restricted dwelling prior to January 1, 1990).

6.4 Continued Occupancy by Qualified Permanent Resident in the Absence of the Qualifying Resident. The Owner or an agent of the Owner shall provide notice to the Board within fifteen (15) days following the death, hospitalization, prolonged absence, or dissolution of marriage of a Qualifying Resident of a Lot. If a Qualified Permanent Resident was residing with the Qualifying Resident prior to the death, hospitalization, or other prolonged absence of, or dissolution of marriage with the Qualifying Resident, then the Qualified Permanent Resident shall be entitled to continue his or her occupancy of the Dwelling in the absence of the Qualifying Resident, unless the Board determines that such continued occupancy will result in less than eighty percent (80%) of the occupied Dwellings in the Development being occupied by at least one (1) Qualifying Resident as required by the Federal Act.

6.5 Review and Approval of Residency Qualification. All Residents, and any other person prior to taking up occupancy in a Dwelling, shall provide proof to the Association of the qualifications of such person to be a Resident, which proof shall be reviewed and approved by the Board or, in the alternative, by management staff to whom the Board has delegated such review. No person shall be entitled to occupy any Dwelling unless and until he or she has provided such proof of qualification to the Association and such proof has been reviewed and found to be in conformance with the Federal Act and the State Act.

6.6 Guests. A person under fifty-five (55) years of age may temporarily occupy a Dwelling as a guest of a Qualifying Resident or Qualified Permanent Resident; *provided, however,* that the temporary occupancy of each individual guest may not cumulatively exceed sixty (60) days in twelve (12) consecutive months.

6.7 Publication and Adherence to Restrictions and Senior Housing Residency Rules. In compliance with the Federal Act, the Association shall publish and adhere to the provisions of this Article 6 and of the Senior Housing Residency Rules, which demonstrate that the Development is intended and operated for occupancy by Qualifying Residents. The Association shall also comply with the federal rules and regulations for verification of occupancy adopted to implement the Federal Act.

6.8 Implementation of Restrictions; Amendment. The Board shall have the power and discretion to take any action the Board deems necessary to implement this Article 6, and, with the assistance and written concurrence of counsel experienced in community association and senior housing laws, to amend or modify without Member vote the Senior Housing Residency Restrictions in this Article 6, to assure continuing compliance with the Federal Act or the State Act and any governmental rules or regulations adopted thereunder, as such statutes and rules and regulations may be amended in the future.

ARTICLE 7 RENTING AND LEASING

7.1 Requirements for Renting and Leasing.

7.1.1 Qualification of Occupants. As provided in Section 5.1 ("Residency Requirements and Restrictions, Generally") any person permanently occupying a Dwelling as a tenant shall be subject to the age and other restrictions set forth in Article 6 and the Senior Housing Residency Rules. All such persons shall cooperate with the Board as required to verify the Association's compliance with federal and state laws. An Owner renting the Owner's Lot shall, as required by Section 6.5 ("Review and Approval of Residency Qualification"), provide the Association with documentation verifying each prospective occupant's qualification for residency before such person takes up occupancy of a Dwelling.

The term "permanently occupying a Dwelling" means occupancy by a person more than sixty (60) days out of any twelve (12) consecutive months.

7.1.2 Written Lease. An Owner renting his or her Lot shall do so pursuant to a written lease or rental agreement. The lease or rental agreement shall expressly provide:

- (a) For a term of at least one (1) year;
- (b) That the Development is a "senior citizen housing development" and all occupants shall comply with and satisfy the provisions of Article 6 ("Senior Housing Residency Restrictions") and the Senior Housing Residency Rules for the Development;
- (c) That its terms are subject to all provisions of the Governing Documents;
- (d) That failure of the tenant, members of the tenant's household, invitees, or guests to comply with applicable provisions of the Governing Documents shall constitute a default under the terms of such lease or rental agreement; and
- (e) That in the event of any such default, the Association shall be entitled to maintain an eviction action against the tenant to the same extent as the Owner of the Lot, the Association being deemed to be a third-party beneficiary under such lease or rental agreement, as provided in Section 7.2 ("Association as Third Party Beneficiary").

7.1.3 Provide Governing Documents to Tenants. An Owner renting his or her Lot shall provide the tenant(s) with a copy of the Governing Documents and any subsequent changes thereto.

7.1.4 Owners Provide Copy of Agreement and Age Verification to Board. Owners renting or leasing his or her Lot shall provide the Board with a copy of the rental or lease agreement and provide age verification documentation for prospective Residents.

7.2 Association As Third Party Beneficiary. Notwithstanding the failure of an Owner to comply with the requirements of Section 7.1 ("Requirements for Renting and Leasing"), and whether or not it is so stated in a written contract or other agreement between such Owner and such tenant, the Owner and the tenant of any Lot subject to this Declaration shall be conclusively deemed to have agreed that the Association is an intended third party beneficiary to the contract between the Owner and the tenant; that failure of the tenant, members of the tenant's household, tenant's invitees, or guests to comply with applicable provisions of the Governing Documents shall constitute a breach of the terms of the contract between the Owner and the tenant; and that the Association shall have the right but not the obligation to enforce the contract and to pursue every remedy available under the contract, under this Declaration or under the law. This Section 7.2 shall apply to any tenancy commencing or extended or renewed after the date this Declaration is recorded.

ARTICLE 8 ARCHITECTURAL APPROVAL

8.1 Prior Architectural Approval Required. No building, fence, hedge or similar barrier, wall, obstruction, balcony, screen, patio cover, tent, awning, carport cover, improvement or other structure of any kind, outdoor lighting, mast, pole, antenna, receiver, or transmitter to the extent not protected by federal or state law, or landscaping shall be commenced, erected, painted, or installed within the Development, nor shall any exterior addition or change or alteration be made, until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same have been submitted to the Architectural Committee and approved in writing by the Board.

The requirement of architectural approval shall not apply to improvements made or constructed by or on behalf of the Association.

8.2 Architectural Rules. Subject to the requirements of *Civil Code* section 4340 and following, the Board may from time to time adopt, amend, and repeal rules and regulations to be known as "Architectural Rules." Architectural Rules shall set forth the standards for architectural review and guidelines for architectural design, placement of buildings and other structures, outdoor lighting, and landscaping, color schemes,

exterior finishes and materials, and similar features that are recommended for use in the Development.

8.3 Advisory Architectural Committee.

8.3.1 Appointment. The Board may (but is not required to) appoint an Architectural Committee consisting of three (3) Members of the Association at least one (1) of whom may be a Director. In the absence of a duly-constituted Architectural Committee, the Board shall perform the functions of the Committee.

8.3.2 Recommendations to Board. If an Architectural Committee is appointed, it shall review all requests for approval submitted in accordance with this Article 8 and provide recommendations to the Board concerning the same. The Board has the authority to accept, modify, or reject the Committee's recommendations and shall make the final decision on all requests for approval.

8.4 Written Request for Approval. Any Owner proposing to perform any work that requires prior approval pursuant to this Article 8, shall submit to the Architectural Committee a written request setting forth the nature of the proposed work and furnishing such information and documentation as the Committee may require depending on the nature and size of the proposed work.

Such information and documentation may include but is not limited to: (a) floor plans, (b) color samples of exterior materials, (c) specifications, (d) building plans, (e) wall sections, (f) exterior elevations, (g) roof plans, (h) landscaping plans, (i) graphics and exterior furnishings, and (j) the Owner's proposed construction schedule.

The Committee shall formulate a recommendation to the Board from the materials that the Owner submits to the Committee.

8.5 Fees; Professional Consultants. A reasonable fee or fees may be charged to the applying Owner for review of architectural or landscaping applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers, soils experts, or contractors.

8.6 Meetings. An Owner's request for approval and the Committee's recommendation shall be considered by the Board in an open Board meeting. The Owner and, in the Board's discretion, other interested persons, may present information relevant to the requested approval.

8.7 Basis for Decisions; Good Faith. The Board's decisions shall be made in good faith and shall not be unreasonable, arbitrary, or capricious. It is recognized and

intended that the Board will employ subjective criteria and judgments in its review of and determination concerning plans and proposals submitted to it.

The Board shall make its decisions from the perspective of the interest of the Development as a whole in the fostering of the coherence, value, attractiveness and aesthetic compatibility of all architectural designs and features in the Development, after consideration of the Committee's recommendation and such other factors that the Board reasonably determines to be relevant. The Board shall grant the requested approval only if *all* of the following are satisfied:

- (a) The Owner has submitted a complete application.
- (b) The Board finds that the plans and specifications conform to this Declaration and to the Architectural Rules in effect at the time such plans were submitted to the Committee.
- (c) The Board finds that the proposed work will, if approved, be consistent and compatible with the architectural and aesthetic standards prevailing within the Development and will be in harmony with the external design and appearance of other existing structures and improvements within the Development, and as to location with respect to topography and finished grade elevations.
- (d) The Board determines that the proposed work would be consistent with the standards of the Development and the purposes of this Declaration as to quality of workmanship and materials.

8.8 Decisions in Writing; Timely Decision; Reasonable Conditions. All approvals and rejections of requests for approval shall be in writing and shall be issued by the Board within sixty (60) days from the date of submission of a complete application to the Architectural Committee. Any approval may include such reasonable conditions as the Board may determine. If a request is rejected, the decision shall include an explanation of the Board's decision.

8.9 Failure of Board to Make Timely Decision. If the Board fails to act on a request for approval within the time specified in Section 8.8 ("Decisions in Writing; Timely Decision; Reasonable Conditions"), the Owner shall be entitled to invoke internal dispute resolution pursuant to Civil Code section 5910; except that in the case of an application for installation or use of a solar energy system on an Owner's Lot subject to Civil Code section 714, any application that is not denied by the Board within sixty (60) days from receipt of a complete application shall be deemed approved.

8.10 Failure to Obtain Required Approval. If any work that requires prior approval pursuant to this Article 8 is performed without such approval having been

obtained, the Board shall be entitled to proceed in accordance with the provisions of Section 8.14 ("Notice of Non-Conformity") and Section 8.15 ("Failure to Remedy Non-Conformity") as though the Board had given written notice of non-conformity with approved plans.

8.11 Commencement of Approved Work. Upon receipt of written approval, the Owner shall, as soon as practicable, satisfy all conditions of the approval and diligently proceed with the commencement and completion of all approved work. Commencement of the approved work shall occur, in all cases, within ninety (90) days from the date of such approval.

If the Owner fails to comply with this paragraph, any approval previously given shall be deemed revoked unless the Board extends the time for such commencement.

8.12 Completion; Extension of Deadline. The Owner shall complete all approved work within one (1) year after commencement thereof; except that in the case of reconstruction after substantially total destruction of the improvements on a Lot, the construction or reconstruction shall be completed within eighteen (18) months after commencement thereof. The date for completion may be extended as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his or her agents, provided the Owner notifies the Board of such occurrence within a reasonable time after becoming aware of it.

If an Owner fails to comply with this Section 8.12, the Board shall be entitled to proceed in accordance with the provisions of Section 8.14, ("Notice of Non-Conformity"), as though the Board has given written notice of non-conformity with approved plans.

8.13 Notice of Completion; Inspection of Completed Work. Upon the completion of any work for which approval is required under this Article 8, the Owner shall give written notice of completion to the Board. The written notice shall include copies of all applicable permits and building permit inspections. Within sixty (60) days after receiving notice of completion from the Owner, the Board or its duly authorized representative may inspect such work to determine if it substantially complies with the granted approval, and the Owner shall cooperate with the Board to conduct such an inspection.

If the Board fails to notify the Owner of any non-conformity within such sixty (60) day period, the work shall be deemed to be in accordance with the granted approval. If the Owner fails to give notice of completion, the Board shall be entitled to proceed in accordance with the provisions of Section 8.14, ("Notice of Non-Conformity"), as though the Board has given written notice of non-conformity with approved plans.

8.14 Notice of Non-Conformity. If the Board finds that the work was not done in substantial conformity with the granted approval, it shall notify the Owner in writing before the end of the sixty (60) day period set forth in Section 8.13 ("Notice of Completion, Inspection of Completed Work") specifying particulars of non-conformity and requiring the Owner to remedy the same within thirty (30) days from the date of the notice from the Board or such longer time as the Board may designate in the notice.

8.15 Failure to Remedy Non-Conformity. If the Owner fails to remedy such non-conformity within the time specified in the notice of non-conformity the Board shall then, pursuant to the procedures set forth in the Bylaws, set a date on which a hearing before the Board shall be held regarding the alleged non-conformity. If the Board finds at such hearing that a substantial non-conformity exists, the Board may, in addition to any other remedy available under the Governing Documents or applicable law, order the Owner to remedy or remove such non-conformity.

If the Owner thereafter fails to do so within the time specified by the Board, the Board may, in addition to any other remedy available under the Governing Documents or applicable law, remove or remedy the non-conformity and, in that event, all expenses incurred by the Association in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.

8.16 Non-Waiver. The approval by the Board of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring approval under this Article 8, shall not be deemed to constitute a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval with respect to the same Lot or any other Lot.

8.17 Disclaimer of Liability. Neither the Board nor the Architectural Committee nor any members thereof shall be liable to the Association, to any Owner, or to any person deriving an interest through an Owner for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, or (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; *provided, however*, that the Board, Committee, or such members thereof have acted in good faith on the basis of such information as may be possessed by it, him or her.

Without limiting the generality of the foregoing, the Board or Committee may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted for approval pursuant to this Article 8. Every purchaser, by acquiring title to a Lot or portion thereof agrees not to bring any action or suit against the Board, the Committee, or any members thereof seeking to recover any such damages.

8.18 Compliance with Governmental Requirements. The Owner of the Lot is required to obtain all permits and governmental authorizations, if any, required for any work done upon such Owner's Lot, and such Owner must comply with all applicable zoning and building codes as well as other applicable laws and ordinances. Submission of a request for approval by the Board and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, nor shall it constitute the assumption of any responsibility by or impose any liability on the Association, the Board, the Architectural Committee, or any Board or Committee members as to the accuracy, efficacy, or sufficiency thereof. When architectural approval standards of the Association are more stringent than applicable governmental standards, the more stringent standards of the Association shall apply, notwithstanding the fact that governmental approval may have been obtained based on governmental standards that are less stringent than those of the Association.

ARTICLE 9 ASSESSMENTS AND LIENS

9.1 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to pay for the costs of management and operation of the Development, of conducting the business and affairs of the Association, of promoting the recreation, health, safety, welfare, benefit, and interests of the Owners and Residents in the Development, and for the improvement and maintenance, repair, and replacement of the Common Area and, to the extent provided for in the Governing Documents, of portions of the Garden Homes Lots situated within the Development or which, in the opinion of the Board, shall be deemed to be necessary or proper for the management of the Development or of the affairs of the Association, or the benefit of the Owners, or for the enforcement of the Governing Documents.

9.2 Covenant of Owner. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association all: (a) Regular Assessments, (b) Special Assessments, (c) Reimbursement Assessments, and (d) Compliance Assessments levied by the Association as hereinafter provided, together with all Additional Charges. The foregoing shall also apply to each Owner of a Lot within a Garden Homes area, with respect to the Garden Homes Assessment applicable to such Owner's Lot.

9.2.1 Association's Power to Collect. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

9.2.2 Assessments are a Personal Obligation. Assessments levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a personal debt and obligation of the Owner against whom they are assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns.

9.2.3 Obligation Runs with the Land. The obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed that become due and payable during the time he or she is Owner of such Lot.

9.2.4 Owner's Liability after Transfer. After an Owner transfers of record his or her interest in any Lot, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. No assumption of personal liability by a successor Owner shall relieve any Owner from personal liability for delinquent Assessments.

9.3 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon each Lot against which such Assessment is levied. The Association shall have a separate lien and a separate lien is hereby created upon each Lot to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration.

9.3.1 Lien is Continuing. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Lot notwithstanding the transfer of record title to such Lot, and any such transfer shall be subject to the Association's lien; provided that, prior to such transfer, a notice of delinquent assessment has been recorded as provided in the Declaration and by law.

9.3.2 Priority of Association's Assessment Liens. The priority of all such liens on each Lot shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Lot, any sale of such Lot pursuant to foreclosure of the lien will be made subject to all liens securing Assessments and Additional Charges on such Lot that become due and payable subsequent to the lien being foreclosed upon.

9.4 Funds to be Held in Association's Name. Unless otherwise determined by the Board, the Association shall maintain at least two (2) separate accounts in one (1)

or more banks or other depositories selected by the Board, which accounts shall be clearly designated Leisure Town Home Association Operating Account and Leisure Town Home Association Reserve Account. Garden Homes Assessments for each Garden Homes Unit shall be maintained in operating and reserve accounts separate from the Association's operating and reserve accounts and separate from each other. The Assessments collected by the Association shall be properly and promptly deposited into these accounts as applicable. Withdrawal of funds from such accounts shall be subject to the requirements of the Bylaws.

9.5 Funds Held in Trust for Owners. The Assessments collected by the Association shall be held in trust by the Association for and on behalf of each Owner. Upon sale or transfer of any Lot by any Owner, the Owner's interest in the funds held in trust by the Association shall terminate and shall be deemed automatically transferred to the successor-transferee of such Owner.

9.6 Regular Assessment.

9.6.1 Calculation of Estimated Requirement. Prior to the beginning of each fiscal year, the Board shall estimate the net funds required by the Association for such fiscal year to manage, administer, operate, and maintain the Development, to conduct the affairs of the Association, and to perform all of the Association's duties in accordance with the Governing Documents, including a reasonable amount allocated to contingencies and to a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis. Excluding the Garden Homes Assessment as described in Section 9.7, the amount of estimated required funds shall constitute the Regular Assessment of all Lots within the Development.

9.6.2 Allocation of Regular Assessment. The Board shall allocate and assess the Regular Assessment equally among all Lots by dividing the amount by the number of Lots within the Development.

9.6.3 Payment of Regular Assessment. Unless the Board shall designate otherwise, Regular Assessments shall be levied on an annual basis and shall be due and payable on July 1 of each year, subject to the right of the Board, in the Board's sole discretion, to authorize Owners to make installment payments during the year. Notwithstanding the foregoing, unless the Board shall designate otherwise, Regular Assessments may be paid in two (2) equal installments each year, due on July 1 and January 1.

9.6.4 Notice of Regular Assessment. Not less than thirty (30) days and not more than ninety (90) days prior to the end of each fiscal year, the

Board shall send to each Owner by Individual Delivery a notice of the amount of the Regular Assessment allocated to his or her Lot.

9.6.5 Permitted Increase in Regular Assessment. Except as otherwise provided by law, the Board shall not increase the Regular Assessment for any fiscal year above the amount of the Regular Assessment for the preceding fiscal year by more than twenty percent (20%), except upon the affirmative vote or written consent of a majority of a quorum of the Members voting on any such increase, provided that a quorum of more than fifty percent (50%) of the Members is first established.

A quorum of the Members is established when either (a) more than fifty percent (50%) Members attend a meeting by returning the Member's secret ballot envelope to the Association's inspector of election; or (b) by attending the meeting where the ballots will be counted in person. The inspector of elections will determine whether a quorum of the Members is established.

9.6.6 Failure to Fix Regular Assessment. The failure or omission by the Board to fix or levy any Regular Assessment before the end of any fiscal year for the next fiscal year shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Regular Assessment fixed for the preceding fiscal year shall be the amount of the Regular Assessment for the ensuing fiscal year until a new Regular Assessment is levied.

9.7 Garden Homes Assessment. Prior to the beginning of each fiscal year, the Garden Homes Unit One Board and the Garden Homes Unit Two Board, respectively, shall estimate and recommend to the Leisure Town Home Association's Board the net funds required by the Association for such fiscal year to maintain portions of each Garden Homes Unit within the Development, including a reasonable amount allocated to contingencies and to a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis. The Garden Homes Assessment for each Garden Homes Unit is in addition to the Regular Assessment.

9.7.1 Allocation of Garden Homes Assessment. The Garden Homes Assessment for each Garden Homes Unit shall be allocated and assessed equally among all of the Lots within each Garden Homes Unit by dividing the amount by the number of Lots within each Garden Homes Unit.

9.7.2 Payment of Garden Homes Assessment. Unless the Board shall designate otherwise, the Garden Homes Assessment for each Garden Homes Unit shall be levied on an annual basis and shall be due and payable on July 1 of each year, subject to the right of the Board, in the Board's sole discretion, to authorize Owners of Garden Homes Lots to make installment payments during the year. Notwithstanding the foregoing, unless the Board shall designate otherwise, Garden Home Assessments may be paid in two (2) equal installments, due on July 1 and January 1.

9.7.3 Notice of Garden Homes Assessment. Not less than thirty (30) days and not more than ninety (90) days prior to the end of each fiscal year, the Board shall send to each Owner of a Lot within each Garden Homes Unit, by Individual Delivery, a notice of the amount of the Garden Homes Assessment allocated to his or her Lot.

9.7.4 Permitted Increase in Garden Homes Assessment. Except as otherwise provided by law, the Board shall not increase the Garden Homes Assessment for a Garden Homes Unit for any fiscal year above the amount of the Garden Homes Assessment applicable thereto for the preceding fiscal year by more than twenty percent (20%). Garden Homes Assessment increases that are more than twenty percent (20%) require the affirmative vote or written consent of a majority of a quorum of the Owners of Lots within that Garden Home Unit, provided that a quorum of more than fifty percent (50%) of the Owners of Lots in that Garden Homes Unit is first established.

A quorum of the Members is established when either (a) more than fifty percent (50%) Members attend a meeting by returning the Member's secret ballot envelope to the Association's inspector of election; or (b) by attending the meeting where the ballots will be counted in person. The inspector of elections will determine whether a quorum of the Members is established.

9.7.5 Failure to Fix Garden Homes Assessment. The failure or omission by the Board to fix or levy any Garden Homes Assessment before the end of any fiscal year for the next fiscal year shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner of a Garden Homes Lot from the obligation to pay the Garden Homes Assessment or any installment thereof for that or any subsequent year, but the amount of the Garden Homes Assessment fixed for the preceding fiscal year for a Garden Homes Unit shall be the amount of the Garden Homes Assessment for the

ensuing fiscal year until a new Garden Homes Assessment for that Garden Homes Unit is levied.

9.8 Special Assessments.

9.8.1 Purpose of Special Assessments. If at any time during any fiscal year the Regular Assessment or a Garden Homes Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost. In the event of an inadequacy in a Garden Homes Assessment, the Board shall levy such Special Assessment solely against the Lots within the applicable Garden Homes Unit and their Owners.

9.8.2 Permitted Amount of Special Assessments Generally. Except in the case of an emergency situation as defined in *Civil Code* section 5610 and not including any Garden Homes Assessment, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association (not including budgeted gross expenses designated exclusively for the Garden Homes) for that fiscal year (or such other limitation on the amount as may be imposed by law), except upon the affirmative vote or written consent of a majority of Members voting on any such increase, provided that a quorum of more than fifty percent (50%) of the Members is first established.

9.8.3 Permitted Amount of Special Assessments for Garden Homes Lots. Except in the case of an emergency as defined in *Civil Code* section 5610, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association designated exclusively for the Lots within a Garden Homes Unit for that fiscal year (or such other limitation on the amount as may be imposed by law). Garden Homes Special Assessments that exceed five percent (5%) of the budgeted gross expenses of the Association designated exclusively for the Lots within a Garden Homes Unit for that fiscal year require the affirmative vote or written consent of a majority of a quorum of the Owners of Lots within that Garden Home Unit, provided that a quorum of more than fifty percent (50%) of the Owners of Lots in that Garden Homes Unit is first established.

9.8.4 Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots in the same manner as Regular Assessments and Garden Homes Assessments, respectively.

9.8.5 Notice of Special Assessment. Upon the imposition of a Special Assessment, notice thereof shall be given to each Owner obligated to pay such Special Assessment, by Individual Delivery not less than thirty (30) days and not more than sixty (60) days prior to the due date of the Special Assessment.

9.8.6 Payment of Special Assessments; Cost of Payment Plans. Special Assessments shall be payable in a lump sum or in installments as may be determined by the Board with regard to each Special Assessment in imposing it. If the Association incurs additional expenses because of a payment method selected by an Owner (for example, paying a Special Assessment in installments instead of in a lump sum), the Association may charge such expense to the Owner as an Additional Charge or as a Reimbursement Assessment. Nothing in this Section 9.8 shall be deemed to obligate the Association to offer or permit alternate payment plans.

9.9 Application of Surplus Funds (IRS Resolution). If, as of the end of any fiscal year, there is an excess of membership income over membership expenses as defined in Internal Revenue Code section 277 for the year ended, the disposition of such excess income shall be as determined by a vote of the Members.

9.10 Reimbursement Assessments. The Board, after notice and a hearing as provided for in the Bylaws, may levy a Reimbursement Assessment against an Owner and his or her Lot:

- (a) to reimburse the Association for costs incurred to maintain, repair, or replace property (including property within a Lot) when such damage is due to the act or neglect of such Owner or member of his or her household, pet, tenant, invitee, or guest, or as otherwise provided in the Governing Documents;
- (b) if the failure of such Owner or member of his or her household, pet, tenant, invitee, or guest to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such person or the Lot into compliance;
- (c) to reimburse the Association for any costs of collecting from an Owner any amount the Owner is obligated to pay the Association.

Without limiting the generality of the foregoing, and to the fullest extent permitted by law, all costs including attorneys' fees, incurred by the Association to enforce Article 6 ("Senior Housing Residency Restrictions"), Section 5.3 ("Restriction on Businesses"), Section 5.14 ("Animals"), Section 7.2 ("Association As Third Party Beneficiary"), and Section 9.17 ("Assignment of Rents as Security for Payment"), or to defend any claim arising or alleged to arise from any of the foregoing sections, shall be reimbursed to the Association as a Reimbursement Assessment. Any Reimbursement Assessment shall be due and payable to the Association when levied.

9.11 Compliance Assessments. The Board may levy a Compliance Assessment (and any fine or monetary penalty imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such a Compliance Assessment), for violation of any of the provisions of the Governing Documents. Any Compliance Assessment shall be due and payable to the Association when levied.

9.12 No Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

9.13 Delinquent Assessments; Acceleration of Balance Due. Any installment or other portion of an Assessment not received within thirty (30) days after its due date shall be delinquent and, to the fullest extent permitted by law, shall be subject to a late charge in the amount of ten percent (10%) of the past due amount and, thirty (30) days after the due date, interest not to exceed the maximum rate permitted by law (as of the date of recording of this Declaration, twelve percent (12%) per annum). If any monthly installment of an Assessment that is permitted to be paid on an installment basis is delinquent for a period of sixty (60) days, the Association may declare the entire balance of the Assessment immediately due and payable together with all other delinquent amounts.

9.14 Enforcement by Action at Law or Foreclosure. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment Plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure, to the fullest extent permitted by law. To the extent prohibited by *Civil Code* section 5725(b), the amount of a Compliance Assessment may not become a lien that is enforceable by non-judicial foreclosure.

9.14.1 Pre-Lien Notice. At least thirty (30) days prior to recording a Notice of Delinquent Assessment against a Lot to collect a debt that is past due,

the Association shall provide written notice to the Owner(s) of the Lot, as required by *Civil Code* section 5660 ("Pre-Lien Notice").

9.14.2 Notice of Delinquent Assessment. The amount of the past due debt noticed in the Pre-Lien Notice shall be a lien from and after the recording of a Notice of Delinquent Assessment.

9.14.3 Initiating Foreclosure. As provided in *Civil Code* section 5700(a), no procedures shall be initiated to foreclose the lien securing any noticed past due debt under this Article 9 until after the expiration of thirty (30) days following the recording of a Notice of Delinquent Assessment.

9.15 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1 (*Civil Code* sections 2920 and following), and does further grant to the Board of Directors, on behalf of the Association, the authority and power to sell the Lot of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Lot, for lawful money of the United States, to the highest bidder, to satisfy such lien. The Association, as trustee for the remaining Owners, may purchase the Lot at such sale.

9.16 Right of Redemption. To the extent provided pursuant to *Civil Code* section 5715(b), a non-judicial foreclosure to collect delinquent Assessments shall be subject to a right of redemption.

9.17 Assignment of Rents as Security for Payment. As security for the payment of all liens provided for under this Declaration, each Owner hereby gives to and confers upon the Association the right, power, and authority during the continuance of such ownership to collect the rents, issues, and profits of the Owner's Lot, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligations under the Governing Documents in payment of any indebtedness to the Association, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, the Association may (a) instruct the tenant to pay rent to the Association as and when such rents become due or (b) at any time upon ten days written notice to such Owner (either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for such indebtedness) in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and in either event apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any such indebtedness, and in such order as the Association may determine or as required by applicable law. Owner waives the giving of any and all notices required by the laws of the State of California in order for the Association to exercise the rights provided by this Section 9.17. The collection of such rents, issues, and profits, and the

application thereof as aforesaid, shall not cure or waive any default under the Governing Documents or invalidate any act done pursuant to this Declaration. The assignment of rents and powers described in this Section 9.17 shall not affect, but shall in all respects be subordinate to, the rights and power of the holder of any First Mortgage on any Lot, or any part thereof, to do the same or similar acts.

9.18 Remedies Are Cumulative. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive; that is, the Association may use one (1) or more or all of the available remedies to collect delinquent Assessments to the fullest extent permitted by law.

9.19 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall cause to be recorded, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

9.20 Subordination to Lien of First Mortgage. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Declaration shall have priority as of the date of recordation of the Notice of Delinquent Assessment as provided in Section 9.14.2 over all other liens and encumbrances applicable to the Lots; provided, however, that such Assessment lien shall be subordinate to the lien of any First Mortgage recorded against the Lot prior to the date the Notice of Delinquent Assessment was recorded; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such First Mortgage, or pursuant to a power of sale contained in any such First Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges becoming due after the sale of such property pursuant to a decree of foreclosure of any such First Mortgage, or pursuant to a power of sale contained in any such First Mortgage, nor from the lien of any subsequent Assessment, including Assessments levied against all Lots proportionately to compensate for the unpaid Assessments and Additional Charges, which shall constitute a lien upon the purchased Lot in accordance with this Article 9.

9.21 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Declaration.

9.22 Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:

- (a) Any Lot which is owned by the Association as a result of the Association having acquired such Lot through foreclosure; *provided, however*, that such exemption shall apply only during the period in which the Association is record owner of such Lot; and
- (b) All Common Area.

ARTICLE 10 MAINTENANCE OF PROPERTY

10.1 Association Responsibility for Common Area Generally. The Association shall be responsible to maintain, repair and replace the Common Area and all facilities, improvements, and landscaping thereon and all other real and/or personal property that may be acquired by the Association, keeping such property in good condition and repair.

10.2 Owner Responsibility for Maintenance.

10.2.1 Owner Responsibility for Lots. Except to the extent that maintenance, repair, or replacement of any improvement on a Lot is expressly and clearly made the responsibility of the Association as provided in Section 10.3 ("Association Responsibility for Garden Homes Lots"), each Owner shall be responsible for the maintenance, repair and replacement of his or her Lot and all improvements thereon, keeping the same in a clean, sanitary, workable, and attractive condition.

10.2.2 Shared Fences. "Shared fences" shall mean and refer to any fence situated upon or approximately upon the boundary between any Lot. The cost of maintenance, repair, and replacement of shared fences shall be borne by the Lot Owners as provided for in California Civil Code Section 841. For purposes of this Declaration Lots that share a common boundary line with the Common Area shall not be shared fences and the Lot Owner shall be solely responsible for the cost of maintenance, repair, and replacement of these fences.

10.2.3 Utility Lateral Lines. Each Owner shall be responsible for the maintenance, repair and replacement of utility lateral lines that serve the Owner's Lot, even if all or a portion of such line is situated in the Common Area and even if such line serves other Lots as well. Utility lateral lines are the utility service laterals that consist of either underground or above

ground service conductors between the utility main and the point of connection to the service-entrance conductors in a terminal box, meter, or other.

10.3 Association Responsibility of Garden Home Lots. In consultation with the Garden Homes Unit One Board and the Garden Homes Unit Two Board, the Association shall provide maintenance, repair, and replacement of the following portions of the Garden Homes Lots, using Garden Home Assessments:

10.3.1 Exterior Surfaces. The Association shall be responsible for painting exterior wood and stucco siding, wood and metal trim, and garage doors of the Dwellings on the Garden Homes Lots. "Painting" shall include cleaning and priming surfaces as necessary and caulking and sealing cracks as necessary to prepare the exterior surfaces for the application of paint. "Exterior surfaces" shall mean the exterior surface covering of the perimeter walls as such surface may be replaced from time to time. The surfaces include: exterior trim pieces around doors and windows; the surface of all doors (including entrance, utility, and garage doors), door and window frames; and the surface of all gutters and downspouts, roof valley flashing, chimneys and miscellaneous roof vent pipes and ventilators. Exterior surfaces shall not include glass, flashing around windows or doors, door or window hardware or locks, screens, exterior lights, house numbers, or any other exterior decoration or fixture.

10.3.2 Landscaping. The Leisure Town Home Association shall be responsible for landscaping in the front yard of each Garden Home Lot not enclosed by fencing, to include: (a) fertilizing, weed control; (b) irrigation; (c) general landscape clean-up and maintenance; (d) mowing of grass; (e) trimming of shrubs; and (f) trimming of trees up to a height of twelve (12) feet above ground. The Association shall not be responsible for tree root damage or for tree replacement, which shall be the responsibility of the Garden Home Lot Owner as set forth in Section 10.4.

10.4 Owner Maintenance of Garden Homes Lots.

10.4.1 Owner Responsibilities. Owners of Garden Homes Lots are responsible for maintenance, repair, and replacement of all components of their Lots not expressly made the obligation of the Association. These components include: exterior siding, stucco, and trim; roofs; gutters and downspouts; windows and doors; structural and other damage by wood-destroying pests and organisms, including dry rot; atrium components; damage by wind or lightning; concrete improvements and hardscape; trimming of trees higher than twelve (12) feet above ground, tree root

damage, and all tree replacements, all wherever located on the Garden Home Lot.

10.4.2 Concealed Damage. If, in the course of performing maintenance, repairs, or replacement that is the Association's responsibility, the Association discovers damage that is a Garden Homes Lot Owner's responsibility, the responsible Owner shall be promptly notified of the situation. The Owner shall also be notified of the time in which required repairs or replacement must be performed in order for the Association to proceed with or complete the work for which the Association is responsible. If, for any reason, the responsible Garden Homes Lot Owner does not perform or arrange for timely performance of the required repairs or replacement, and the Board in its reasonable judgment determines that a delay in the performance of such work by the Owner would unreasonably delay or increase the cost of the work for which the Association is responsible, the Association then shall have the right to arrange for the performance of such repairs or replacement and charge the cost thereof to the responsible Garden Homes Lot Owner pursuant to Section 10.6 ("Authority for Entry of Lots") and Section 10.7 ("Board Discretion to Require Maintenance").

10.4.3 When Maintenance is Necessary. The Garden Homes advisory Boards, shall report any unsafe, unsanitary, and/or unsightly condition of a Garden Homes Lot to the Association's Board of Directors. The Association's Board shall have the right, but not the duty, to replace, correct or repair glass, windows, doors, exterior screens, fences, water lines, sewers, electrical wiring or equipment or any utility lines within a Garden Homes Lot when necessary to preserve the appearance of any Dwelling or Lot or to maintain the health, welfare, and/or safety of any Residents of a Garden Home Lot. Notice to the Lot Owner and the Association's right to recover sums incurred to correct such conditions are specified in Section 10.6 ("Authority for Entry of Lots") and Section 10.7 ("Board Discretion to Require Maintenance").

10.5 Compliance with Architectural Provisions. An Owner's right and responsibility for maintaining, repairing, or replacing any portions of his or her Lot shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 8 ("Architectural Approval").

10.6 Authority for Entry of Lots. The Association or its agents shall have the right to enter any Lot whenever such entry is necessary, in the Board's discretion, for purposes of inspection and/or in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible or which it is authorized to perform. Such entry shall be made with as little inconvenience to the

Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except that in emergency situations notice shall be given as the situation reasonably permits.

10.7 Board Discretion to Require Maintenance. The Board shall have the discretion to determine whether any maintenance, repair, or replacement that is the responsibility of an Owner is necessary to preserve the appearance and value of the property within the Development or any portion thereof and may notify an Owner of the work the Board deems necessary. In the event an Owner fails to perform such work within sixty (60) days after written notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board pursuant to the Bylaws, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment. Notwithstanding the foregoing, the sixty (60) day allowance shall not apply to circumstances described in Section 10.4.2 ("Concealed Damage") for Garden Homes Lots.

10.8 Limitation of Association Liability. The Association shall not be responsible or liable for damage to a Lot or any improvement thereon or contents thereof, except to the extent arising from the gross negligence or willful acts of the Association, its employees, contractors, or agents.

10.9 Owner Liability to Association for Negligent Damage. In the event the need for any maintenance, repair, or replacement performed by the Association is caused by the willful or negligent act or omission of an Owner or a Resident, a member of his or her household, pets, tenants, invitees, or guests, the cost of such maintenance, repair, or replacement not covered by insurance, including any applicable insurance deductible and the cost of materials, labor, supplies, and services shall be charged to, and paid by, the Owner of the Lot in the form of a Reimbursement Assessment.

ARTICLE 11 PARTY WALLS AND PARTY FENCES

11.1 Party Wall and Party Fence Defined. Party Wall or Party Fence shall mean each wall or fence built on or approximately on the boundary line between the Lots. For purposes of this Declaration, Lots that share a common boundary line with the Common Area shall not be either a Party Wall or Party Fence and the Lot Owner shall be solely responsible for the cost of maintenance, repair, and replacement of these fences, see section 10.2.2 of this Declaration.

11.2 General Rules of Law to Apply. Unless and to the extent they conflict with the provisions of the Declaration, the general rules of law regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto, as provided in this Article 11.

11.3 Sharing of Maintenance, Repair, and Replacement Costs. The cost of maintenance, repair, and replacement of a Party Wall or Party Fence shall be shared by the Owners pursuant to the terms of any written agreement entered into between the Owners thereof for that purpose. In the absence of such a written agreement, such costs shall be shared by the Owners who make use of the Party Wall or Party Fence in proportion to such use; provided, however, that if a Party Wall or Party Fence is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall or Party Fence may restore it, and if the other Owners thereafter make use of the Party Wall or Party Fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

11.4 Weatherproofing. Notwithstanding any other provision of this Article 11, an Owner who by his or her negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article 11 shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

11.6 Party Wall or Party Fence Disputes. Party Walls and Party Fences are not Common Area and are not the responsibility of the Association. Any dispute concerning a Party Wall or Party Fence, or otherwise under the provisions of this Article 11, shall be subject to the alternative dispute resolution provisions in the Bylaws.

ARTICLE 12 DAMAGE OR DESTRUCTION; CONDEMNATION

12.1 Damage to Common Area. In the event of damage to or destruction of the Common Area or other property of the Association or any part thereof, then the following provisions shall apply:

12.1.1 Amount of Insurance Proceeds. The Board shall obtain a determination of the amount of available insurance proceeds that will be recovered from the Association's insurance carrier(s).

12.1.2 Bids. The Board shall obtain such bids from responsible licensed contractors as the Board deems appropriate to restore the damaged or destroyed property to its condition immediately prior to such damage or destruction (including compliance with current building code and ordinance requirements and any modifications approved by the Board), including provision for a completion bond.

12.1.3 Sufficient Proceeds. If the insurance proceeds paid to the Association are sufficient to cover the costs of restoration, the Board shall contract with such contractor, as the Board in its discretion, shall determine and proceed to perform the restoration.

12.1.4 Excess Insurance Proceeds. Any excess insurance funds shall be deposited in the operating account of the Association.

12.1.5 Insufficient Proceeds; Decision Not to Repair. If the insurance proceeds, together with reserve funds, if any, allocated for replacement of the damaged or destroyed improvement, are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may levy a Special Assessment against the Members of the Association up to the maximum amount permitted without a member approval vote as provided in Section 9.8.2 ("Permitted Amount of Special Assessments") to cover the cost of the repair or replacement not covered by the insurance proceeds. If the sum of insurance proceeds, allocated reserve funds, and Special Assessment funds equals less than eighty-five percent (85%) of the cost of repair or replacement, the Members may elect not to cause such replacement or repair by the vote of the Owners of at least a majority of the number of Lots within the Development. In that event, the damaged Common Area shall be cleared and landscaped and any remaining insurance proceeds shall be used in the manner determined by the Board; provided, however, that such use shall not be inconsistent with the purposes of the Association.

12.1.6 Alternative Repair Plan. If a decision not to rebuild is not approved pursuant to Section 12.1.5, the Board shall use such funds as are available to repair or stabilize the damaged Common Area according to such alternative plan as the Board shall deem appropriate under the circumstances.

12.2 Condemnation of Common Area.

12.2.1 Association to Represent Owners. If at any time all or any portion of any Common Area, or any interest therein, shall be 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 Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

12.2.2 Condemnation Award. The compensation or award in condemnation shall be paid to the Association and shall be used in the

manner determined by the Board; provided, however, that such use shall not be inconsistent with the purposes of the Association.

ARTICLE 13 RIGHTS OF MORTGAGEES

13.1 Intention to Conform to Mortgagee Requirements. It is intended that the Declaration, the Bylaws, and the Articles and the Development in general shall be able to meet the requirements necessary to purchase, guarantee, insure, or subsidize any Mortgage of a Lot in the Development by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association or any other or successor institution(s) serving the same or similar function. To that end, the Board is authorized, but not obligated, to take such action or adopt such resolution required by any Mortgagee to bring the Declaration or the Bylaws or the Development into conformity with the requirements of any of these entities or agencies as the Board in its discretion shall determine is reasonably achievable and consistent with the interests of the Association and of its Members as a whole.

13.2 Subordination of Assessment Lien. Assessment liens shall be subordinate to the lien of First Mortgages to the extent provided in Section 9.20 ("Subordination to Lien of First Mortgage").

13.3 Mortgage Protection. No breach of any of the covenants, conditions and restrictions nor the enforcement of any lien provisions contained in this Declaration shall render invalid the lien of any First Mortgage made in good faith and for value on any Lot, but all of the covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure, trustee's sale or otherwise.

ARTICLE 14 AMENDMENT

14.1 Required Approval. This Declaration may be amended by the affirmative vote of the Owners of at least a majority of the number of Lots within the Development provided, however, that, upon advice of legal counsel licensed to practice law in the State of California including the drafting by legal counsel of appropriate amendatory provisions, the Board shall have the authority without the requirement of Owner approval to amend any provision of the Declaration (a) to resolve any conflict between the Declaration and applicable law which may arise due to the enactment or amendment of a statute or due to a development in applicable case law or (b) to conform the provisions of the Declaration to changes in applicable statutory law that impose requirements that are non-discretionary in nature.

14.2 Amendment Shall be Recorded and Distributed. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Association and recorded in the Office of the County Recorder. The Association shall promptly distribute a copy of the recorded amendment to all Owners of Lots within the Development.

14.3 Presumption of Validity. There will be a presumption subsequent to the recording of an amendment to this Declaration pursuant to Section 14.2 ("Amendment Shall Be Recorded and Distributed") that all votes and consents required to pass the same pursuant to Section 14.1 ("Required Approval") were duly obtained in accordance with the Governing Documents and applicable law. Such presumption may be rebutted by an action commenced within one (1) year from the date the amendment is recorded. In the absence of any such action, such presumption shall thereafter become conclusive.

ARTICLE 15 GENERAL PROVISIONS

15.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

15.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

15.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to facilitate the operation of the Development.

15.4 Amendment to Referenced Statutes; Time for Performance. References in the Declaration to statutes, including sections of the *Civil Code* or the *Corporations Code*, shall be deemed to include any successor statute and any amendments to existing or successor statutes. Whenever this Declaration states a time for the performance of any act by the Association which by law (as it may exist from time to time) must be performed at or within a specified time, the time for the performance of such act shall be deemed to be the widest timeframe permitted under then-applicable law.

15.5 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.

15.6 Exhibits. All exhibits attached to this Declaration are incorporated by this reference as though fully set forth herein.

15.7 Power of Attorney. To the extent necessary to carry out and enforce the provisions of this Declaration, an irrevocable power of attorney is granted to the Association by the Owners and each of them.

15.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration and shall inure to the benefit of and be binding upon the Owners of Lots within the Development and their successors in interest, for a term of thirty (30) years from the date of recordation of this Declaration. Thereafter, the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial thirty (30) year term or within six (6) months prior to the expiration of any ten (10) year extension period a written instrument, approved by Owners of a majority of the number of Lots within the Development, terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of Solano County, California.

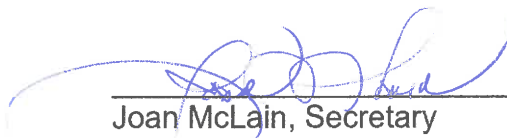
IN WITNESS WHEREOF, we, the Members of LEISURE TOWN HOME ASSOCIATION, pursuant to the requisite approval set forth in each Original Declaration as Amended, respectively, and by means of the signatures of the President and the Secretary of the Association, do hereby consolidate, affirm, approve, and adopt the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Leisure Town, which Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be recorded with the County Recorder of Solano County, California.

DATED: November 18, 2019

**LEISURE TOWN HOME
ASSOCIATION**, a California nonprofit
corporation



Michael Shucart, President



Joan McLain, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

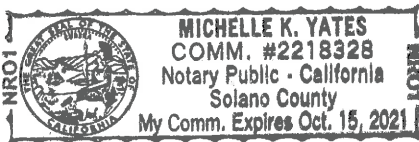
State of California)

County of Solano)On Nov 18 2019 before me, Michelle Yates / Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Michael Shucart
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano)
On Nov 18th 2019 before me, Michelle Yates / Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joan McLain
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Yates
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT A
(Recital Paragraph A)

**Original Declarations and Their Amendments
Superseded by This Declaration**

Rainier Circle and Yosemite Circle

Leisure Town, Unit No. 1 and ten (10) Yosemite Circle Lots, with the following street addresses: 100 through 118 Yosemite Circle

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property recorded on October 31, 1962 in Book 1168 at page 68 et seq., as Instrument No. 26833, Solano County Records

Modification of Restrictions recorded on June 15, 1978, in Book 1194 at page 47476, as Document No. 197800047476, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 in Book 505 at page 1084, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085615, Solano County Records.

Declaration of Annexation annexing Parcels 134-041-100, 110, and 120 recorded on April 22, 1991, as document no. 199100026057 and as Instrument No. 910026057, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093483, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1994 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 109, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 1" filed on August 9, 1962 in Book 20 of Maps, at page 33, Solano County Records.

Parcels 134-041-100, 110, and 120 within the Development.

**Olympic Circle
Leisure Town, Unit No. 2**

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property (Covering Leisure Town, Unit No. 2) recorded on November 15, 1962 in Book 1170 at page 345 et seq., as Instrument No. 28104, Solano County Records.

Modification of Restrictions recorded on June 15, 1978 in Book 27548 at page 47477, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 in Book 498 at page 1073, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085621, Solano County Records.

Assessment modification recorded on December 16, 1991 as Instrument No. 1991 00093490, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1994 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 102, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN UNIT NO. 2" filed on November 13, 1962 in Book 20 of Maps, at page 47, Solano County Records.

**McKinley Circle
Leisure Town, Unit No. 3**

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property (Covering Leisure Town, Unit No. 3) recorded on November 15, 1962 in Book 1221 at page 457 et seq., as Instrument No. 28105, Solano County Records.

Assessment modification, purportedly affecting Unit No. 3 only, recorded on June 15, 1978 in Book 27549 at page 47478, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 in Book 507 at page 1086, Solano County Records.

Assessment modification, possibly affecting Unit No. 3, recorded on October 26, 1990 as Instrument No. 900085624, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085625, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093491, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1994 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 102, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 3," filed on November 13, 1962 in Book 20 of Maps at page 50, Solano County Records.

**Glacier, Lassen and Isle Royale
Leisure Town Units No. 4, 5, and 6**

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property (Covering Leisure Town, Units No. 4, 5, and 6) recorded on September 10, 1963 in Book 1221 at page 457 et seq., as Instrument No. 23707, Solano County Records.

Assessment modification recorded on September 10, 1963 in Book 1221 at page 457, Solano County Records.

Assessment modification recorded on June 15, 1978 in Book 27549 at page 47478, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 in Book 507 at page 1086, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085625, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093492, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1994 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 102, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 3" filed on November 13, 1962 in Book 20 of Maps, at page 50, Solano County Records.

Lots 1 through 95, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 4" filed on June 18, 1963 in Book 20 of Maps at page 92, Solano County Records.

Lots 1 through 86, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 5" filed on June 18, 1963 in Book 20 of Maps at page 94, Solano County Records.

Lots 1 through 86, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 6" filed on June 18, 1963 in Book 20 of Maps at page 96, Solano County Records.

Also superseded:

Agreement for Disposition of Restrictive Covenants recorded on April 9, 1963 in Book 1194 at page 164 et seq., as Instrument No. 9102, Solano County Records.

Affecting:

The real property shown on that certain Map of "LEISURE TOWN, UNIT NO. 1" filed on August 9, 1962 in Book 20 of Maps at page 33, Solano County Records.

The real property shown on that certain Map of "LEISURE TOWN, UNIT NO. 2" filed on November 13, 1962 in Book 20 of Maps at page 47, Solano County Records.

The real property shown on that certain Map of "LEISURE TOWN, UNIT NO. 3" filed on November 13, 1962 in Book 20 of Maps at page 50, Solano County Records.

**Monterey, Grand Canyon, El Dorado and Sequoia
Town Center Apartments, Unit No. 1**

Declaration of Restrictions and Protective Covenants, Including Reciprocal Easements for Utilities and for Use and Encroachment of Party Walls (Applicable to Town Center Apartments, Unit No. 1, Leisure Town) recorded on August 3, 1964 in Book 1285 at page 148 et seq., as Instrument No. 21080, Solano County Records

Modification of Restrictions recorded on June 15, 1978, at page 47482 as Instrument No. 27552, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 at page 1085, as Instrument No. 506, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085616, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093485, Solano County Records.

All affecting:

Lots 1 through 28, inclusive, and Lots 30 through 69, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT NO. 1, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on April 15, 1964 in Book 21 of Maps, at page 38, Solano County Records.

**Carlsbad Circle
Leisure Town, Unit No. 7**

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property (Covering Leisure Town, Unit No. 7) recorded on March 24, 1965 in Book 1329 at page 189 et seq., as Instrument No. 8080, Solano County Records.

Modification of Restrictions recorded on June 15, 1978 at page 47480, as Instrument No. 27550, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 at page 1072, as Instrument No. 497, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085629, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093493, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1994 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 86, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 7" filed on March 24, 1965 in Book 22 of Maps at page 21, Solano County Records.

**Nut Tree Road
Leisure Town, Unit No. 1-A**

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property (Covering Leisure Town, Unit No. 1-A) recorded on March 24, 1965 in Book 1329 at page 194 et seq., as Instrument No. 8082, Solano County Records

Assessment modification recorded on June 15, 1978, as Instrument No. 27554 at page 47484, Solano County Records.

Assessment modification recorded on January 6, 1981, in Book 1194 at page 47476, Solano County Records.

Assessment modification recorded on October 16, 1990 as Instrument No. 90085617, Solano County Records.

Assessment modification recorded on December 16, 1991 as Instrument No. 9100093486, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1994 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 26, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 1-A, VACAVILLE, CALIFORNIA" filed on March 24, 1965 in Book 22 of Maps, at page 23, Solano County Records.

**Sequoia Drive and Parcels C&D
Town Center Apartments, Unit No. 1**

Declaration of Restrictions and Protective Covenants, Including Reciprocal Easements for Utilities and for Use and Encroachment of Party Walls (Applicable to Town Center Apartments, Unit No. 1, Leisure Town) recorded on March 22, 1966 in Book 1388 at page 699 et seq., as Instrument No. 7828, Solano County Records

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085617, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093486, Solano County Records.

All affecting:

Parcels "C" and "D" as shown on that certain map known as "RESUBDIVISION OF TOWN CENTER APARTMENTS, UNIT NO. 1 (LEISURE TOWN)" filed on June 17, 1964 in Book 21 of Maps, at page 47, Solano County Records.

**Sequoia Drive and Monterey Drive
Town Center Apartments, Unit No. 3**

Declaration of Restrictions and Protective Covenants, Including Reciprocal Easements for Utilities and for Use and Encroachment of Party Walls (Applicable to Town Center Apartments, Unit No. 3, Leisure Town) recorded on May 21, 1969 in Book 1567, at page 100 et seq., as Instrument No. 9156, Solano County Records

Modification of Restrictions recorded on January 6, 1981, as Instrument No. 502, at page 1080, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085624, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093489, Solano County Records.

All affecting:

Lots 1 through 18, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT NO. 3, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on May 14, 1969 in Book 24 of Maps, at page 62, Solano County Records.

**Yellowstone Drive
Green Tree, Unit No. 6 / Parcels 1A, 1B, 1C and 1D**

Declaration of Restrictions and Protective Covenants, Including Reciprocal Easements for Utilities and for Use and Encroachment of Party Walls recorded on June 13, 1972 in Book 1756, at page 649 et seq., as Instrument No. 13204, Solano County Records

Modification of Restrictions recorded on January 18, 1979 at page 04266, as Instrument No. 02695, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085628, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093496, Solano County Records.

Declaration of Annexation recorded on January 8, 1992 as Instrument No. 1992 0001606, Solano County Records.

All affecting:

Lots 1 through 32, inclusive, as shown on that certain map known as "GREEN TREE, UNIT NO. 6, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on June 1, 1972 in Book 26 of Maps, at page 50, Solano County Records.

Parcels 1A, 1B, 1C and 1D as shown on the Parcel Map entitled "PARCEL MAP OF JEFFERY PROPERTY BEING A DIVISION OF PARCEL 1, BK.9, PARCEL MAPS, PG.20, BEING A PORTION OF LOT 37, RANCHO LOS PUTOS & A PORTION OF SEC.11, T.6N, R.1W., M.D. B.&M. EXTENDED" filed on April 9, 1979 in Book 17 of Parcel Maps, at page 74, Solano County Records.

**Yellowstone Drive
Green Tree, Unit No. 4**

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property recorded on April 9, 1973 in Book 1818 at page 335 et seq., as Instrument No. 8424, Solano County Records

Assessment modification recorded on April 9, 1973 in Book 1818 at page 335, as Instrument No. 8284, Solano County Records.

Modification of Restrictions recorded on June 15, 1978 in Book 27551 at page 47481, as Instrument No. 27551, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 at page 1076, as Instrument No. 500, Solano County Records.

Assessment modification recorded on October 26, 1990 as Instrument No. 900085627, Solano County Records.

Assessment modification recorded on December 16, 1991 as Instrument No. 1991 00093495, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1964 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 10, inclusive, as shown on that certain map known as "GREEN TREE, UNIT NO. 4, VACAVILLE, SOLANO COUNTY, CALIFORNIA (LEISURE TOWN)" filed on July 30, 1969 in Book 24 of Maps, at page 73, Solano County Records.

**Grand Canyon Drive
Town Center Apartments, Unit 1-A**

Declaration of Restrictions and Protective Covenants, Including Reciprocal Easements for Utilities and for Use and Encroachment of Party Walls (Applicable to Town Center Apartments, Unit 1-A, Leisure Town) recorded on March 16, 1977 at page 17208 et seq., as Instrument No. 9995, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 in Book 23 at page 12, as Instrument No. 503, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085619, Solano County Records.

All affecting:

Lots 1 through 22, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT 1-A, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on March 16, 1977 in Book 31 of Maps, at page 63, Solano County Records.

Green Tree, Unit No. 5

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property recorded on May 17, 1977 in Book 19723 at page 33672, Solano County Records.

Modification of Restrictions recorded on June 15, 1978 in Book 27544 at page 47473, Solano County Records.

Modification of Restrictions recorded on January 6, 1981 in Book 501 at page 1078, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085627, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093495, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1964 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 20, inclusive, as shown on that certain map known as "GREEN TREE, UNIT NO. 5, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on May 17, 1977 in Book 32 of Maps at page 42, Solano County Records.

**Bryce Way
Town Center Apartments, Unit No. 2**

Declaration of Restrictions and Protective Covenants, Including Reciprocal Easements for Utilities and for Use and Encroachment of Party Walls (Applicable to Town Center Apartments, Unit 2 Revised) recorded on August 18, 1980 at page 56612 et seq., as Instrument No. 34850, Solano County Records.

Affecting:

Lots 1 through 71, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT 2 – REVISED, VACAVILLE, SOLANO COUNTY, CA" filed on December 10, 1979 in Book 38 of Maps, at page 51, Solano County Records.

**Golf Course Estates
Golf Course Estates, Units No. 1 and 2**

Declaration of Restrictions, Conditions, Covenants, Reservations, Easements, Liens and Charges Affecting Real Property recorded on January 4, 1985 in Book 1985 at page 526 et seq., as Instrument No. 292, Solano County Records.

Modification of Restrictions recorded on August 25, 1986 in Book 1986 at page 93166, as Instrument No. 45511, Solano County Records ("1986 Modification").

Modification of Restrictions, 2nd Amendment recorded on January 6, 1988 in book 1988 at page 1043, as Instrument No. 542, Solano County Records.

Declaration of Annexation for Golf Course Estates Unit No 2, Modification of CC&R's, 3rd Amendment recorded on April 20, 1989 as Instrument No. 890024100, Solano County Records.

Modification of Restrictions recorded on October 26, 1990 as Instrument No. 900085618, Solano County Records.

Modification of Restrictions recorded on December 16, 1991 as Instrument No. 1991 00093497, Solano County Records.

Amendments to Declarations of Restrictions, Conditions & Covenants recorded on January 3, 1964 as Instrument No. 1994 00000384, Solano County Records.

All affecting:

Lots 1 through 50, inclusive, as shown on that certain map known as "GOLF COURSE ESTATES, UNIT NO. 1, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on April 26, 1983 in Book 42 of Maps, at page 61, Solano County Records.

The real property as shown on that map entitled "GOLF COURSE ESTATES, UNIT NO. 2, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on April 20, 1989 in Book 55 of Maps at page 35, Solano County Records.

Hampton Park

Hampton Park Declaration of Covenants, Conditions and Restrictions recorded on December 20, 2002 as instrument number 200200167548, Solano County Records.

Amendment to Declaration of Covenants, Conditions & Restrictions the Hampton Park Declaration of Covenants, Conditions and Restrictions recorded on April 15, 2003 as instrument number 200300058106, Solano County Records.

All Affecting:

Lots 1-90, inclusive, and Parcels W and X as shown on the Map ("Final Map for Hampton Park", filed for record in the Office of the Recorder of the County of Solano, State of California, on September 24, 2002, in Book 74 of Maps, page 53).

The real property as shown on that map entitled "FINAL MAP FOR HAMPTON PARK" filed on September 24, 2002 in Book 74 of Maps at page 53, Solano County Records.

Common Area Facility Parcel(s)

See Exhibit "C"

EXHIBIT B

(Recital Paragraph C)

Being Legal Descriptions of the Development

Rainier Circle and Yosemite Circle

Leisure Town, Unit No. 1 and ten (10) Yosemite Circle Lots, with the following street addresses: 100 through 118 Yosemite Circle

Lots 1 through 109, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 1" filed on August 9, 1962 in Book 20 of Maps, at page 33, Solano County Records.

Olympic Circle

Leisure Town, Unit No. 2

Lots 1 through 102, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN UNIT NO. 2" filed on November 13, 1962 in Book 20 of Maps, at page 47, Solano County Records.

McKinley Circle

Leisure Town, Unit No. 3

Lots 1 through 102, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 3" filed on November 13, 1962 in Book 20 of Maps at page 50, Solano County Records.

Glacier, Lassen and Isle Royale

Leisure Town Units No. 4, 5 and 6

Lots 1 through 95, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 4" filed on June 18, 1963 in Book 20 of Maps at page 92, Solano County Records.

Lots 1 through 86, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 5" filed on June 18, 1963 in Book 20 of Maps at page 94, Solano County Records.

Lots 1 through 86, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 6" filed on June 18, 1963 in Book 20 of Maps at page 96, Solano County Records.

**Monterey, Grand Canyon, El Dorado and Sequoia
Town Center Apartments, Unit No. 1**

Lots 1 through 28, inclusive, and Lots 30 through 69, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT NO. 1, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on April 15, 1964 in Book 21 of Maps, at page 38, Solano County Records.

**Carlsbad Circle
Leisure Town, Unit No. 7**

Lots 1 through 86, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 7" filed on March 24, 1965 in Book 22 of Maps at page 21, Solano County Records.

**Nut Tree Road
Leisure Town, Unit No. 1-A**

Lots 1 through 26, inclusive, as shown on that certain map known as "MAP OF LEISURE TOWN, UNIT NO. 1-A, VACAVILLE, CALIFORNIA" filed on March 24, 1965 in Book 22 of Maps, at page 23, Solano County Records.

**Sequoia Drive and Parcels C&D
Town Center Apartments, Unit No. 1**

Parcels "C" and "D" as shown on that certain map known as "RESUBDIVISION OF TOWN CENTER APARTMENTS, UNIT NO. 1 (LEISURE TOWN)" filed on June 17, 1964 in Book 21 of Maps, at page 47, Solano County Records.

**Sequoia Drive and Monterey Drive
Town Center Apartments, Unit No. 3**

Lots 1 through 18, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT NO. 3, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on May 14, 1969 in Book 24 of Maps, at page 62, Solano County Records.

**Yellowstone Drive
Green Tree, Unit No. 6 / Parcels 1A, 1B, 1C and 1D**

Lots 1 through 32, inclusive, as shown on that certain map known as "GREEN TREE, UNIT NO. 6, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on June 1, 1972 in Book 26 of Maps, at page 50, Solano County Records.

Parcels 1A, 1B, 1C and 1D as shown on the Parcel Map entitled "PARCEL MAP OF JEFFERY PROPERTY BEING A DIVISION OF PARCEL 1, BK.9, PARCEL MAPS, PG.20, BEING A PORTION OF LOT 37, RANCHO LOS PUTOS & A PORTION OF SEC.11, T.6N, R.1W., M.D. B.&M. EXTENDED" filed on April 9, 1979 in Book 17 of Parcel Maps, at page 74, Solano County Records.

Yellowstone Drive
Green Tree, Unit No. 4

Lots 1 through 10, inclusive, as shown on that certain map known as "GREEN TREE, UNIT NO. 4, VACAVILLE, SOLANO COUNTY, CALIFORNIA (LEISURE TOWN)" filed on July 30, 1969 in Book 24 of Maps, at page 73, Solano County Records.

Grand Canyon Drive
Town Center Apartments, Unit 1-A

Lots 1 through 22, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT 1-A, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on March 16, 1977 in Book 31 of Maps, at page 63, Solano County Records.

Green Tree, Unit No. 5

Lots 1 through 20, inclusive, as shown on that certain map known as "GREEN TREE, UNIT NO. 5, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on May 17, 1977 in Book 32 of Maps at page 42, Solano County Records.

Bryce Way
Town Center Apartments, Unit No. 2

Lots 1 through 71, inclusive, as shown on that certain map known as "TOWN CENTER APARTMENTS, UNIT 2 – REVISED, VACAVILLE, SOLANO COUNTY, CA" filed on December 10, 1979 in Book 38 of Maps, at page 51, Solano County Records.

Golf Course Estates
Golf Course Estates, Units No. 1 and 2

Lots 1 through 50, inclusive, as shown on that certain map known as "GOLF COURSE ESTATES, UNIT NO. 1, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on April 26, 1983 in Book 42 of Maps, at page 61, Solano County Records.

The real property as shown on that map entitled "GOLF COURSE ESTATES, UNIT NO. 2, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on April 20, 1989 in Book 55 of Maps at page 35, Solano County Records.

Hampton Park

Amendment to Declaration of Covenants, Conditions & Restrictions The Hampton Park Declaration of Covenants, Conditions and Restrictions recorded on April 15, 2003 Document No. 200300058106, Solano County Records.

The real property as shown on that map entitled "FINAL MAP FOR HAMPTON PARK" filed on September 24, 2002 in Book 74 of Maps at page 53, Solano County Records.

Common Area Facility Parcel(s)

See Exhibit "C"

EXHIBIT C

(Section 1.12)

Being a List of Common Area Lots

Parcels A, 28-A, B, C, D and E as shown on the Map of Leisure Town Unit, No. 1, Solano County, California recorded on August 9, 1962 in Book 20 of Maps at page 33 et seq., Solano County Records.

Parcel A as shown on the Map of Leisure Town, Unit No. 1A, Vacaville, California recorded on March 24, 1965 in Book 22 of Maps at page 23 et seq., Solano County Records.

Parcels 1-A, E, F, G and 28-A as shown on the Map of Leisure Town Unit No. 2, Solano County, California recorded on November 13, 1962 in Book 20 of Maps at page 47 et seq., Solano County Records.

Parcels A, 1-A, B, C, D and 28-A as shown on the Map of Leisure Town Unit No. 3, Solano County, California recorded on November 13, 1962 in Book 20 of Maps at page 50 et seq., Solano County Records.

Parcels A, B, C, D and E as shown on the Map of Leisure Town Unit No. 4, Solano County, California recorded on June 18, 1963 in Book 20 of Maps at page 92 et seq., Solano County Records.

Parcels A, B, C, D and E as shown on the Map of Leisure Town Unit No. 5, Solano County, California recorded on June 18, 1963 in Book 20 of Maps at page 94 et seq., Solano County Records.

Parcels A, B, C, D and E as shown on the Map of Leisure Town Unit No. 6, Solano County, California recorded on June 18, 1963 in Book 20 of Maps at page 96 et seq., Solano County Records.

Parcels A, B, C, D and E as shown on the Map of Leisure Town Unit No. 7, Vacaville, Solano County, California recorded on March 24, 1965 in Book 22 of Maps at page 21 et seq., Solano County Records.

Parcels A, B, C and D as shown on the Map entitled "Resubdivision, Leisure Town, Town Center Apartments, Unit No. 1, Vacaville, California" recorded on June 17, 1964 in Book 21 of Maps at page 47 et seq., Solano County Records.

Parcel A and "Park Strip" as shown on the Map of Town Center Apartments Unit No. 1-A, Leisure Town, Vacaville, California recorded on March 16, 1977 in Book 31 of Maps at page 63 et seq., Solano County Records.

Parcels A, B and C as shown on the Map of Town Center Apartments, Unit 2 (Revised), 22 RM 40, City of Vacaville, Solano County, California recorded on December 10, 1979 in Book 38 of Maps at page 51 et seq., Solano County Records.

Parcels B-1 and B-2 as shown on the Map of Leisure Town, Town Center Apartments No. 3, Vacaville, Solano County, California recorded on May 14, 1969 in Book 24 of Maps at page 62, Solano County Records.

Parcels A, B, C, D, E, F and G as shown on the Map of Green Tree Unit 6, Vacaville, Solano County, California recorded on June 1, 1972 in Book 26 of Maps at page 50 et seq., Solano County Records.

Parcel A, Parcel B [and odd access and drainage easements?] as shown on the Map of Golf Course Estates, Unit No. 1, City of Vacaville, Solano County, California recorded on April 26, 1983 in Book 42 of Maps at page 61 et seq., Solano County Records.

EXHIBIT D

(Section 1.40)

List of Recorded Subdivision Maps for the Development

"MAP OF LEISURE TOWN, UNIT NO. 1" filed on August 9, 1962 in Book 20 of Maps, at page 33, Solano County Records.

"MAP OF LEISURE TOWN UNIT NO. 2" filed on November 13, 1962 in Book 20 of Maps, at page 47, Solano County Records.

"MAP OF LEISURE TOWN, UNIT NO. 3," filed on November 13, 1962 in Book 20 of Maps at page 50, Solano County Records.

"MAP OF LEISURE TOWN, UNIT NO. 4" filed on June 18, 1963 in Book 20 of Maps at page 92, Solano County Records.

"MAP OF LEISURE TOWN, UNIT NO. 5" filed on June 18, 1963 in Book 20 of Maps at page 94, Solano County Records.

"MAP OF LEISURE TOWN, UNIT NO. 6" filed on June 18, 1963 in Book 20 of Maps at page 96, Solano County Records.

"TOWN CENTER APARTMENTS, UNIT NO. 1, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on April 15, 1964 in Book 21 of Maps, at page 38, Solano County Records.

"MAP OF LEISURE TOWN, UNIT NO. 7" filed on March 24, 1965 in Book 22 of Maps at page 21, Solano County Records.

"MAP OF LEISURE TOWN, UNIT NO. 1-A, VACAVILLE, CALIFORNIA" filed on March 24, 1965 in Book 22 of Maps, at page 23, Solano County Records.

"RESUBDIVISION OF TOWN CENTER APARTMENTS, UNIT NO. 1 (LEISURE TOWN)" filed on June 17, 1964 in Book 21 of Maps, at page 47, Solano County Records.

"TOWN CENTER APARTMENTS, UNIT NO. 3, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on May 14, 1969 in Book 24 of Maps, at page 62, Solano County Records.

"GREEN TREE, UNIT NO. 6, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on June 1, 1972 in Book 26 of Maps, at page 50, Solano County Records.

"PARCEL MAP OF JEFFERY PROPERTY BEING A DIVISION OF PARCEL 1, BK.9, PARCEL MAPS, PG.20, BEING A PORTION OF LOT 37, RANCHO LOS PUTOS & A PORTION OF SEC.11, T.6N, R.1W., M.D. B.&M. EXTENDED" filed on April 9, 1979 in Book 17 of Parcel Maps, at page 74, Solano County Records.

"GREEN TREE, UNIT NO. 4, VACAVILLE, SOLANO COUNTY, CALIFORNIA (LEISURE TOWN)" filed on July 30, 1969 in Book 24 of Maps, at page 73, Solano County Records.

"TOWN CENTER APARTMENTS, UNIT 1-A, VACAVILLE, CALIFORNIA (LEISURE TOWN)" filed on March 16, 1977 in Book 31 of Maps, at page 63, Solano County Records.

"GREEN TREE, UNIT NO. 5, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on May 17, 1977 in Book 32 of Maps at page 42, Solano County Records.

"TOWN CENTER APARTMENTS, UNIT 2 – REVISED, VACAVILLE, SOLANO COUNTY, CA" filed on December 10, 1979 in Book 38 of Maps, at page 51, Solano County Records.

"GOLF COURSE ESTATES, UNIT NO. 1, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on April 26, 1983 in Book 42 of Maps, at page 61, Solano County Records.

"GOLF COURSE ESTATES, UNIT NO. 2, VACAVILLE, SOLANO COUNTY, CALIFORNIA" filed on April 20, 1989 in Book 55 of Maps at page 35, Solano County Records.

"FINAL MAP FOR HAMPTON PARK" filed on September 24, 2002 in Book 74 of Maps at page 53, Solano County Records.

**END OF
DOCUMENT**