

surface of any Condominium Building wall with all other vertical boundaries being planes extending vertically from the horizontal boundary lines of such Unit Elements as shown on the Condominium Plan. Any wall or fence separating Patio Unit Elements of adjoining Units shall constitute a party wall and shall be subject to the provisions of the Article entitled "Party Walls" of the Declaration. Any other wall or fence and any gate within such wall or fence forming the boundary of the Patio Unit Element is, or shall be deemed to be, within and a part of the Patio Unit Element. The Patio Unit Element shall consist of the land and all improvements thereon and the space encompassed by all of the foregoing.

The Deck Unit Element shall consist of the contiguous surfaces of any Common Area walls or fences and the exterior surfaces of the walls of contiguous Condominium Buildings.

Each Garage and Residential Element shall consist of the interior undecorated surfaces of the perimeter walls, floors, ceilings, windows (if any) and doors of each such Unit Element and the space encompassed thereby, including the outlets of all utility installations therein and also including the interior surfaces of the firebox of any fireplace extending from the floor to the top of each fireplace, if any, and the space encompassed thereby, which adjoins any such Unit Element. In the event that any contiguous Common Area land and Improvements do not completely enclose a Unit Element, the remaining boundaries of the airspace contained within said Unit Element shall be as delineated on the Condominium Plan.

ARTICLE 2 CREATION OF CONDOMINIUMS

Section 2.1. Creation: Declarant, in order to establish a plan of condominium ownership for Phase 1, hereby covenants and agrees that it hereby divides Phase 1 into the following separate freehold estates:

(a) Eighteen (18) separately designated and legally described Units which are comprised of legally described air parcels which are shown and were particularly described on the Condominium Plan.

(b) A freehold estate consisting of Common Area which shall be owned by the Owners as tenants in common, and shall be subject to certain easements and restrictions as set forth in this Declaration and the Condominium Plan.

Section 2.2. Elements of Condominium: Each Condominium shall be comprised of the following elements:

- (a) A Unit;
- (b) An undivided one eighteenth (1/18th) interest as tenant in common in the Common Area;
- (c) Non-exclusive easements rights as described in this Declaration;
- (d) Certain exclusive easement rights over the Common Area, defined hereinafter as Exclusive Use Common Areas;
- (e) A membership in the Association; and
- (f) A membership in the Master Association.

ARTICLE 3
THE ASSOCIATION

Section 3.1. General Duties and Powers: Subject to the limitations and restrictions enumerated in the Association Management Documents, including without limitation, the Article entitled "Mortgagee Protection" of the Declaration and the Article entitled "Powers, Duties and Limitations" of the Bylaws, the Association, through the Board, shall have the duty and obligation to manage and maintain the Property pursuant to the provisions of the Association Management Documents, and in the performance of such duties and obligations shall have all of the powers of a nonprofit mutual benefit corporation permitted by California statute as set forth in Corporations Code Section 7140, Code of Civil Procedure Section 374 and Civil Code Section 1363.

Such powers, duties and obligations are more particularly described elsewhere in the Association Management Documents but include, without limitation, the duty and obligation to manage and maintain real and personal property in which the Association holds an interest and to act as a managing agent for all of the Property, the power to borrow money and mortgage Association Property, dedicate or transfer all or any portion of the Association Property, establish special tax assessment districts, grant permits, licenses and easements on, over and under the Association Property, sell real or personal property belonging to the Association and enter upon any Residence as necessary in the event of any emergency involving illness, maintenance and repairs, or as may otherwise be necessary in the performance of such powers, duties and obligations.

The foregoing power of the Association shall include the right to join with the Declarant in the execution of any lot line adjustment and to accept title to additional prop-