

ment practices as required by the Storm Water Pollution Prevention Plan (SWPPP) and as stated in the Plan.

The costs incurred by the Association in complying with the Plan pursuant to this Article shall be a Common Expense.

ARTICLE 19
GENERAL PROVISIONS

Section 19.1. Enforcement: The Association or any Owner shall have the right of action against any Owner, and any Owner shall have a right of action against the Association to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of the Association Management Documents or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation except that Owners shall not have any right of enforcement with respect to Assessment liens. With respect to architectural control and Association Rules, the Association shall have the exclusive right to the enforcement thereof unless the Association refuses or is unable to effectuate such enforcement, in which case any Owner shall have the right to undertake such enforcement. Notwithstanding the foregoing or any other provision of the Association Management Documents, judicial proceedings must be instituted before any items of construction can be altered or demolished in connection with any summary abatement or similar means of enforcing restrictions against any Condominium Improvement or its use.

Section 19.2. No Waiver: Failure by the Association or by any Owner to enforce any covenant, condition, restriction or reservation contained in any of the Association Management Documents in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction and reservation.

Section 19.3. Cumulative Remedies: All rights, options and remedies of Declarant, the Association, the Owners or Mortgagees under the Association Management Documents are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in the Association Management Documents.

Section 19.4. Severability: Invalidation of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way

affect any other provisions which shall remain in full force and effect.

Section 19.5. Term: The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by not less than sixty-seven percent (67%) of the then Owners has been recorded agreeing to terminate said covenants, conditions and restrictions in whole or in part and there has been compliance with the applicable provisions of the Article entitled "Mortgagee Protection" of this Declaration.

Section 19.6. Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 19.7. Singular Includes Plural: Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 19.8. Nuisance: The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 19.9. Attorneys' Fees: In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

Section 19.10. Notices: Any notice to be given to an Owner, the Association, an Eligible Mortgage Holder or a Requesting Mortgagee, Insurer or Guarantor under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such

addressee at the address furnished by such addressee for the purpose of notice and placed in the first class United States mail, postage prepaid. Notice to Owners shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means. If no address was furnished by an Owner or the Association for the purpose of notice, the notice to an Owner may be delivered to the principal office of the Association and the street address of such Owner's Condominium, and notice to the Association may be delivered to the address of its principal place of business. In the case of co-Owners any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners. The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, to any Mortgagee or Mortgagees, to any insurer or guarantor or to all Owners or all Mortgagees, or all insurers or all guarantors to the address or addresses shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

Section 19.11. Conflicts Between Documents: The terms and provisions set forth in this Declaration are not exclusive, as Owners shall also be subject to the terms and provisions of the other Association Management Documents and the Master Association Management Documents. In the event of a conflict between any provisions of any of the Association Management Documents with the provisions of another Association Management Document, the order of superiority of such documents shall be (1) Articles, (2) Declaration, (3) Bylaws, (4) Architectural Standards, and (5) Association Rules and the provisions of any such document shall be superseded by the provisions of the document shown above to be superior to such document to the extent of such conflict. In the event of a conflict between any provisions of the Association Management Documents with the provisions of the Master Association Management Documents, the Master Association Management Documents shall control.

Section 19.12. Effect of Declaration: This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 19.13. Personal Covenant: To the extent the acceptance or conveyance of a Condominium creates a personal covenant between the Owner of such Condominium and Declarant

or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 19.14. Nonliability of Officials: To the fullest extent permitted by law, neither the Board, the Architectural Committee, and other committees of the Association or any member of such Board or committee shall be liable to any Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

Section 19.15. Construction By Declarant: Nothing in this Declaration shall limit the right of Declarant to alter the Residences still owned by Declarant or the Nonexclusive Use Common Area, or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Development. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Property caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchase from Declarant to establish on the Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Development. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Owners' rights to use and enjoy the Property.

Declarant's rights under this Section shall terminate upon the earlier of (i) the expiration of seven (7) years after conveyance of the Association Property within Phase 1 to the Association, or (ii) the conveyance by Declarant of the last Condominium within the Development, whichever is first to occur; provided, however, that in no event shall Declarant's rights hereunder terminate prior to the exoneration of any Bond in favor of the Association described in the Article

entitled "Enforcement of Bonded Obligations" of this Declaration.

Section 19.16. Special Rights: Any attempt to modify or eliminate any easements or rights reserved to Declarant in the Declaration shall require the prior written approval of Declarant. As long as Declarant is utilizing the easement described in the subsection entitled "Construction and Sales" of the Section entitled "Reservations to Declarant" of the Article entitled "Easements and Rights" of the Declaration, (i) Declarant shall not be subject to any provisions in the Association Management Documents pertaining to architectural control and use restrictions, and (ii) any amendment to any of the Association Management Documents shall require the prior written approval of the Declarant.

Section 19.17. Inapplicability to Government Property: The provisions of this Declaration shall not be applicable to any portion of the Property owned by a governmental entity, authority or agency and held for a public purpose, but shall apply to any Condominium owned by such governmental entity, authority or agency.

Section 19.18. FHA and/or VA: As long as there is a Class B membership, the approval of FHA and VA is required for the following: Any amendments to this Declaration, a draft of which shall be submitted to the VA prior to recordation, mergers and consolidations of the Association with another nonprofit mutual benefit corporation, dedicating or mortgaging the Association Property, the annexation or de-annexation of any portion of the Annexation Property to this Declaration.

Section 19.19. Dispute Resolution: Any controversy, dispute or claim whatsoever arising out of, in connection with or in relation to the interpretation, performance or breach of any of the provisions of the Association Management Documents, including without limitation, the validity, scope and enforceability of this arbitration provision, shall be settled at the request of any party thereto by a general reference conducted in the County by judge pro tem appointed pursuant to the provisions of California Code of Civil Procedure Section 638(1) et seq. as they may be amended from time to time, who shall be a retired judge of the Superior Court of the State of California. The referee shall follow all of the statutes and rules applicable in a proceeding before the Superior Court of the State of California for the County of Orange, including without limitation, the statutes and rules pertaining to discovery. If the parties cannot agree upon a referee, one shall be appointed by the presiding judge of the Orange County Superior Court from among the court's list of retired judges of the Superior Court.