

ARTICLE 18
WATER QUALITY MANAGEMENT PLAN

In compliance with the County approved Coastal Development Permit CD92-015P, Condition No. 17, Declarant and The Irvine Company, a Michigan corporation, doing business as Coastal Community Builders, have prepared that certain Water Quality Management Plan for Tract No. 14773, dated January 24, 1994 and revised March 3, 1994, a copy of which is attached hereto as Exhibit "C" (the "Plan"). All of the terms of the Plan are hereby incorporated in this Declaration by this reference as though fully set forth herein. Pursuant to the terms of the Plan, the Association is responsible for the implementation of certain nonstructural Best Management Practices ("BMP") and for the maintenance and repair of certain structural BMP facilities, which obligations are hereby conferred upon the Association including, but not limited to, the following:

(a) The Association shall provide updates of the Environmental Awareness Information attached to the Plan to each Owner as such information becomes available from the Local Governing Agency;

(b) The Association shall be required to prepare and implement a trash management and litter control plan for all Common Areas, which common area litter control plan may be implemented by the Association's landscape maintenance contractor;

(c) The Association shall formulate and implement a program for inspection and cleaning out, prior to the beginning of the official rainy season (October 15th) of each calendar year, of all Common Area catch basins;

(d) The Association shall formulate and implement a private street and parking lot sweeping program to occur each year just prior to the official rainy season (October 15);

(e) The Association shall cause the stenciling of the words "No Dumping - Drains to Ocean" on applicable portions of the paved Common Areas to be routinely inspected and replaced in conjunction with the Association's maintenance of private streets and drives;

(f) The Association shall cause all trash racks to be routinely inspected, repaired and maintained per OCEMA Standard Plan Nos. 1305 and 1327; and

(g) The Association shall be responsible for the implementation of all BMPs and other water quality manage-

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