

an Owner delegates said rights of enjoyment to his tenants, or a vendee said Owner shall not be entitled to the use and enjoyment of any facilities or equipment belonging to or controlled by the Association for the use and enjoyment of its Members.

Section 9.12. Waiver of Use: No Owner may exempt himself from personal liability for Assessments duly levied by the Association, or release the Condominium owned by him from the liens, charges and other provisions of the Association Management Documents by waiver of the use and enjoyment of the Nonexclusive Use Common Area and Association Property or the abandonment of his Condominium.

ARTICLE 10 USE RESTRICTIONS

Section 10.1. Commercial Use: Subject to the subsection entitled "Construction and Sales" of the Section entitled "Reservations to Declarant" of the Article entitled "Easements and Rights" of this Declaration, no part of a Residence shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any non-residential purposes except that a Residence may be used for business, commercial, manufacturing, mercantile, storing, vending, or similar nonresidential purposes provided that the existence of such nonresidential activity is not apparent or detectable by sight, sound or smell from the exterior of a Residence and such nonresidential activity does not generate an unreasonable amount of traffic or unreasonably limit parking for other Owners and their guests, employees, or agents.

Section 10.2. Signs: No sign or billboard of any kind shall be displayed to the public view on any portion of the Property except (i) such signs as may be used by Declarant or its sales agents in connection with the development of the Property and sale of the Condominiums, and (ii) signs installed or displayed by the Association; provided, however, that an Owner may display on his Residence a sign advertising the sale or lease of his Condominium so long as such sign shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, shape or other qualification for permitted signs. The Declarant shall repair any damage to or complete any restoration of the Property caused or necessitated by the display of signs by Declarant or its sales agents within a reasonable time after the occurrence of such damage or need for restoration.

In accordance with Article 9 hereof, Declarant's right to display signs under this Section shall terminate upon the earlier of (i) the expiration of seven (7) years after con-

veyance of the Association Property within Phase 1 to the Association, or (ii) the recordation of the conveyance to a third party of the last Condominium in the entire Development owned by Declarant.

Section 10.3. Nuisance: No noxious or offensive trade or activity shall be permitted upon any part of the Property, nor shall anything be done thereon which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Residence, or which shall in any way increase the rate of insurance on any other Condominium or the Property.

Section 10.4. Temporary Structures: No structure of a temporary character, trailer, tent or shack shall hereafter be used on any Residence at any time, either temporarily or permanently.

Section 10.5. Vehicles: Except for temporary parking as provided in this Section:

(a) No commercial vehicle, recreational vehicle or equipment shall hereafter be permitted to remain upon the Property unless placed or maintained within an enclosed area, or unless obscured from view of adjoining Residences, streets, and alleys by a solid wall or fence or appropriate screen, nor permitted to be parked on any street, alley, or any other portion of the Property.

(b) No automobile, recreational vehicle or equipment, commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced or repainted on the Property unless performed within a completely enclosed structure located on a Residence which completely screens the sight and sound of such activity from streets, Nonexclusive Use Common Area and neighboring Residences.

(c) As used in this Section (i) "recreational vehicle or equipment" shall include, without limitation, trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than seven (7) feet in height and/or greater than one hundred twenty-four (124) inches in wheel base length), or any other similar type of equipment or vehicle, (ii) "commercial vehicle" shall be defined as a truck of greater than three-quarter (3/4) ton capacity, and (iii) "temporary parking" shall mean temporary parking for washing and polishing of vehicles and activities related thereto, temporary parking for loading and unloading of vehicles, parking of vehicles belonging to guests of Owners and temporary

parking of commercial vehicles being used in the furnishing of services to the Association or the Owners.

(d) The Board may adopt rules for the regulation of the admission and parking of vehicles within the Property, including the assessment of Penalty Assessments to Owners who violate, or whose family, guests, employees, tenants or agents violate, such rules. Such rules may permit parking of recreational and commercial vehicles and equipment for limited periods of time on a non-recurring basis.

Section 10.6. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept upon the Property, except that dogs, cats or other household pets may be kept on the Residences, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board.

Notwithstanding the foregoing, no animals may be kept on the Residences which in the good faith judgment of the Board, or a committee selected by the Board for this purpose, result in any annoyance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Property except when confined within a Residence.

It shall be the responsibility of each Owner to remove and properly dispose of any animal waste occurring in the Common Area as a result of any animal owned by such Owner or such Owner's family, guests or tenants.

Section 10.7. Oil and Mineral Rights: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Property nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 10.8. Unsightly Items: All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Residences and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Residence unless obscured from view of adjoining streets or portions of the Property from a height of six (6) feet or less.

Section 10.9. Recreational Equipment: No basketball hoops or any similar recreational equipment shall be displayed to the public view on any portion of the Property.

Section 10.10. Antennae: Roof Structures: No television, radio, or other electronic towers, aerials, antennae or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Property unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be contained within a building or underground conduits. No other appliances or installations on exterior roofs of structures including, without limitation, rooftop turbine ventilators, shall be permitted unless they are installed in such a manner that they are not visible from streets, Association Property or neighboring Residences, except that attic ventilators and solar panels which are architecturally treated in conformity with guidelines contained in the Architectural Standards and which have been approved by the Architectural Committee pursuant to the provisions of the Article entitled "Architectural Control" of this Declaration shall be permitted.

Section 10.11. Drainage: All drainage of water from any Residence shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Property unless an easement for such purpose is granted. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his Condominium by Declarant except through the use of a positive drainage device which does not materially affect the concentration or flow direction of drainage water under said drainage plan.

Section 10.12. Garages: No Garage doors shall be permitted to remain open except for a temporary purpose, and the Board may adopt rules for the regulation of the opening of Garage doors, including the assessment of Penalty Assessments to Owners whose Garage doors have remained open in violation of such rules.

Section 10.13. Window Covers: Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspapers or other material not designed for use as a window cover.

Section 10.14. California Vehicle Code: The Local Government shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections on any private streets contained within the Property.

Section 10.15. Leases: Any agreement for the leasing or rental of a Condominium (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of the Association Management Documents and any applicable agreements between the Association and any of the Federal Agencies. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. The Owner of said leased or rented Condominium has the duty and obligation to furnish the Board with the name or names of the individuals currently leasing or renting said Condominium and to maintain with the Association a record of the current mailing address of said Owner. Any Owner who shall lease his Condominium shall be responsible for assuring compliance by such Owner's lessee with the Association Management Documents. No Condominium shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever if the occupants of the Condominium are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service.

Section 10.16. View: Each Owner by acceptance of a deed or other conveyance of a Condominium acknowledges that any construction or Improvement by Declarant, the Association or any other Owner, or any owner of any other property may impair or obstruct any view that such Owner may have enjoyed at the time of the purchase of his Condominium and such Owner hereby acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment.

Section 10.17. Transfer of Title Disclosures: An Owner shall, as soon as practicable before transfer of title to a Condominium or execution of a real property sales contract therefor (defined in Section 2985 of the California Civil Code to mean an agreement wherein one party agrees to convey title to real property to another party upon the satisfaction of specified conditions set forth in the contract which does not require conveyance of title within one (1) year from the date of formation of the contract), provide the following to the prospective purchaser:

(a) A copy of the Association Management Documents;

(b) In the event the Association Management Documents are amended to contain a restriction limiting the occupancy, residency, or use of a Condominium on the basis of age in a manner different from that provided in California Civil Code Section 51.3 pertaining to senior citizens housing restric-

tions, a statement that the restriction is only enforceable to the extent permitted by said Section 51.3 and a statement specifying the applicable provisions of said Section 51.3;

(c) A true statement in writing from an authorized representative of the Association as to the amount of any Assessments levied upon the Owner's Condominium which are unpaid on the date of the statement. The statement shall also include true information on Allowable Charges which, as of the date of the statement, are or may be made a lien upon the Owner's Condominium pursuant to the Section entitled "Personal Obligation; Lien" of the Article of this Declaration entitled "Assessments."

Section 10.18. Landscaping: Within one hundred eighty (180) days after the conveyance of a Unit to an Owner, the owner shall landscape all portions of his Condominium which constitute a Patio as designated on the Condominium Plan. All such landscape improvements must be installed pursuant to the terms of Articles of this Declaration. In the event of default by an Owner in the performance of this section, the Association shall have the right to enter upon said Condominium and remove any weeds, plants, rubbish, debris, objects or materials and do all things necessary to place the Condominium in a neat and orderly condition, including, but not limited to, the installation of lawns and landscaping. Any expenses shall constitute Special Assessments, and payment therefor shall become due and payable from the Owner of said Unit to the Association within ten (10) days after written demand therefor. Failure to pay the amount of such Special Assessment shall subject the Owner of such Unit to the procedure specified in this Declaration whereby the Association is empowered to record assessment liens against such Unit and enforce the payment of such Special Assessment.

Section 10.19. Fire Lanes: No vehicle of any kind shall be permitted to be parked in those areas designated as fire lanes as shown on Exhibit "B" attached hereto ("Fire Lanes"). The Association shall post "no parking" signs and take such other actions as required by the Fire Chief of the County of Orange or any successor thereto in order to ensure enforcement of the prohibition against parking in the Fire Lanes.

Section 10.20. Car Washing: The washing of cars and other vehicles within the Common Area shall be carried out using only the "bucket and sponge" method.

Section 10.21. Entry Gates: The entry gates shall not be modified with respect to height, color or design from that as initially installed by the Declarant without the

Master Declarant's prior written approval, which may be withheld in its sole discretion.

Section 10.22. Special Entry Pavement: Any special entity pavement which may be installed by the Declarant shall not be modified from that as initially installed by the Declarant without the Master Declarant's prior written approval, which may be withheld in its sole discretion.

Section 10.23. Height Restrictions: No residential dwelling unit or other structural improvement shall be constructed, maintained or modified such that it exceeds thirty-five (35) feet above the elevation of the finished building pad as initially constructed by the Declarant.

Section 10.24. Roofs:

(a) No roof shall be installed, constructed or modified that does not have a pitch within the range of three and one-half (3.5) feet to eight (8) feet of vertical elevation for each twelve (12) feet of horizontal distance.

(b) No roof covering shall be installed or constructed that does not consist of flat or two-piece barrel clay tile or earthtone slate tile and is not of a color consistent with the architectural standards established by Master Declarant (the "TIC Architectural Standards") (if any) and the Architectural Standards. In addition, no more than ten percent (10%) of the total roof area of any "Residence" as defined in the Master Declaration may consist of natural metal roofing material.

Section 10.25. Stucco: The color of any stucco or accent materials must be consistent with the TIC Architectural Standards (if any) and the Architectural Standards.

Section 10.26. Enclosure of Common Area: No condominium shall be modified so as to cause the enclosure of any space, including but not limited to Exclusive Use Common Area, as defined in the Condominium Plan applicable to such condominium, that was not initially enclosed by the Declarant.

Section 10.27. Amendment of Use Restrictions: Any amendment of the provisions of Sections 10.21 through 10.26, above, must be approved by the vote or written assent of seventy-five percent (75%) of the total voting power of the members other than Declarant.