

SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ASPEN CREEK CONDOMINIUM PROJECT
MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

This **SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** is made this 31st day of July, 2008, by not less than 62 of the 82 Owners of the total common area interest of the Aspen Creek Condominium Project ("the project"), and by not less than seventy-five percent (75%) of the first trust deed holders at the project.

RECITALS

A. The parties approving this amendment represent not less than 75% of the Owners of the total common area interest of the project, and not less than 75% of the first trust deed holders at the project. The project is located in the Town of Mammoth Lakes, County of Mono, and State of California and is described as follows: Lot 1 of Tract 36-84 as per Map recorded in Book 9, Pages 10, 10A and 10B of Maps in the Office of the County Recorder of said County. The project is commonly known as Aspen Creek. The parties wish to update and restate the original Declaration to meet current Laws, Codes, and other requirements of the State of California, and to revise certain provisions originally put forth to protect the developers of the project, or provisions which are no longer relevant.

B. The project is encumbered by an original Declaration of Covenants, Conditions, Restrictions and Easements recorded by the developers on August 29, 1979 in Volume 277, Pages 40 through 157, inclusive (the "Original Declaration"), and a subsequent Declaration of Covenants, Conditions, and Restrictions recorded July 11, 1980, in Volume 299, Pages 489 through 605, inclusive, of the Official Records of Mono County (the "Aspen Creek Declaration").

C. The parties hereto now desire to amend and restate the Original Declaration, the subsequent Declaration, and all amendments thereto, by replacing them in their entirety with this Second Amended and Restated Declaration, which Second Amended and Restated Declaration shall constitute the entirety of the new Aspen Creek Declaration upon its recordation with the office of the Mono County Recorder.

However, nothing in this Second Amended and Restated Declaration shall supersede, modify or impair those grants of easement contained in the Original Declaration, or subsequent Declaration, which grants of easement shall remain in full force and effect as stated therein.

NOW THEREFORE, the Original Declaration, subsequent Declaration, and all amendments thereto are hereby amended and restated to read as follows:

ARTICLE I

DEFINITIONS

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

1.2 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the property which is to be paid by each condominium Owner as determined by the Association. Assessments shall mean and refer to the following:

(a) **Regular Assessment** shall mean the amount which is to be paid by each Member to the Association for Common Expenses, also known as the Common Area Fee.

(b) **Special Assessment** shall mean a charge against each Owner for significant improvements to the Common Area not covered by the Annual Budget, or to recover unforeseen expenses associated with the maintenance, repair, operation, and management of the property.

1.3 "Association" shall mean and refer to the Aspen Creek Owners Association, incorporated under the laws of the State of California as a nonprofit mutual benefit corporation created for the purpose of managing the common interest, the Members of which shall be the Owners of condominiums in the project.

1.4 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.6 "Common Area(s)" shall mean and refer to all of the property, excepting the individual condominium units, title to which is held by all of the Owners in common. The common area includes, without limitation: land; pool, spa and other amenities; office and lobby areas; restrooms; exterior walls; interior hallways; manager(s) unit(s); external parking and driveway areas; internal parking garages and access; exterior and interior public stairwells; decks, balconies, patios and storage areas (except those appurtenant to Owners' Units); laundry rooms; bearing walls, columns, girders, ceiling joists, unfinished areas, roofs, and foundations; external connections to fire places; common area water heaters; tanks, pumps, motors, flues and chutes; conduits, pipes, plumbing (excepting faucets and other such portions of Owners units), wires and other utility installations (except the outlets thereof when located within the unit), required to provide power, light, telephone, water, sewerage, drainage and heat; electrical heaters in common hallways; all built-in fire protection devices and equipment, including sprinkler heads; the exterior portion of doors and lock mechanisms to all Units; all smoke detectors; and

exterior sprinklers and sprinkler pipes; and all exterior windows, doors and screens for such windows and doors (except as described herein as part of Units). "Exclusive Use Common Areas" is further defined in Section 1.18.

1.7 "Common Expenses" means and includes the actual and estimated expenses of operating the common area and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the condominium documents. Common Expenses shall include the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area; management and administration of the Association, including but limited to, compensation paid by the Association to managers, accountants, attorneys, agents and employees; utilities, trash pickup and disposal, gardening and other landscaping services which generally benefit and enhance the value and desirability of the Covered Property; fire, casualty, liability workmen's compensation and any other insurance covering the Covered Property or obtained by the Association; reasonable Reserves as deemed appropriate by the Board; bonding of the members of the Board, any professional managing agent, or other persons handling the funds of the Association; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area; obligations incurred by appointed Committees established by the Board; other expenses incurred by the Association for any reasons whatsoever in connection with the Common Area, or any other item or items designated by this Declaration, the Articles, Bylaws, or Association Rules or incurred in the discharge of any duties or powers of the Association. Common expenses shall also include the expense of periodic cleaning of internal heaters and fireplace flues, and periodic maintenance and testing of all built-in fire detection and protection devices and all smoke detectors, which shall be installed and maintained as determined by the Board.

1.8 "Common Interest" means the proportionate undivided interest in the common area that is a part of each condominium as set forth in Exhibit "B" of this Declaration. Such fractional undivided interest shall not be changed except as provided in the Section 8.8 entitled "Insurance, Damage and Destruction" of the Article VIII hereof entitled "General Provisions".

1.9 "Condominium" shall mean an estate in real property as defined in California Civil Code § 783 and § 1351(f), consisting of an undivided interest in common in a portion of the property and a separate interest in space called a unit.

1.10 "Condominium Documents" shall mean the same as "project documents".

1.11 "Condominium Plan" shall mean and refer to the recorded plan of the condominiums built on the property which identifies the common area and each separate interest pursuant to Civil Code § 1351, a copy of which Plan was recorded in Volume 1, page 94-A and Volume 9, pages 10, 10A, and 10B, inclusive, in the Official Records of Mono County.

1.12 "Covered Property" shall mean and refer to all of the real property described in Exhibit "A" and any additional real property which shall become subject to this Declaration.

1.13 "Declarant" shall mean and refer to the Aspen Creek Owners Association, its successors and assigns.

1.14 "Declaration" shall mean and refer to this Enabling Declaration, as amended or supplemented from time to time.

1.15 "Eligible Holder Mortgages" shall mean mortgages or trust deeds held by "eligible mortgage holders".

1.16 "Eligible Mortgage Holder" shall mean a first lender who has requested notice of certain matters from the Association in accordance with Section 8.6(C).

1.17 "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters from the Association in accordance with Section 8.6(C).

1.18 "Exclusive Use Common Area" shall mean and refer to those portions of the common area set aside for exclusive use of a unit Owner or Owners, pursuant to Section 2.2, and shall constitute "exclusive use common area" within the meaning of Civil Code § 1351(i). The Owner or Owners hold a permanent easement that grants exclusive usage rights that cannot be taken away by the Association or other Owners. Examples would include patios and balconies appurtenant to the Owners' private units, but visible from outside the building or other common area as described in 2.2C. Garage parking spaces are also designated as Exclusive Use in accordance with the Condominium Plan.

1.19 "Exhibit" shall mean and refer to those documents so designated herein and attached hereto, and each Exhibit is by this reference incorporated into this Declaration.

1.20 "First Lender" or "First Mortgagee" or "First Trust Deed Holder" shall mean any person, entity, bank, savings and loan association, insurance company, or financial institution holding a recorded first mortgage or first trust deed on any condominium.

1.21 "Garage Parking Space(s)" or "Covered Parking Space(s)" shall mean and refer to the garage parking element of a unit not owned in common with the Owners of other units in the Project. Each garage parking space is part of the Exclusive Use Common Area to which it is appurtenant, the Owner of which has an exclusive easement to use for vehicle parking purposes. The parking space is designated to said condominium by the Arabic numeral of the corresponding Door number, or in accordance with the Condominium Plan in Section 1.11 above, and further revisions as

noted and shown in Exhibit "E" of these Declarations, attached hereto and incorporated by reference.

1.22 "Map" shall mean and refer to that combined Map and Condominium Plan recorded in Volume 1, Page 94-A, and Volume 9, pages 10, 10A and 10B, inclusive, in the Official Records of Mono County.

1.23 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein in Article III, Section 3.3 entitled "Association, Administration, Membership and Voting Rights".

1.24 "Mortgage" shall mean and refer to any duly recorded deed of trust as well as a mortgage.

1.25 "Mortgagee" shall include a beneficiary or a holder of a deed of trust as well as a mortgagee.

1.26 "Mortgagor" shall include the trustor of a deed of trust as well as a mortgagor.

1.27 "Owner" or "Owners" shall mean and refer to the record holder, or holders of title, if more than one, of a condominium in the project. This shall include any person having a fee simple title to any condominium, but shall not include persons or entities having any interest merely as security for the performance of an obligation.

1.28 "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.29 "Project" shall mean and refer to the entire real property above described, including property annexed or to be annexed including all structures and improvements erected or to be erected thereon, for which the original Declarant has recorded a separate Condominium Plan in the office of the County Recorder.

1.30 "Project Documents" shall mean this Declaration, as amended from time to time, the exhibits, attached thereto, together with the other basic documents used to create and govern the project, including the Map, the Articles of Incorporation, the Bylaws, and the Condominium Plan (but excluding unrecorded rules and regulations adopted by the Board or the Association).

1.31 "Property" or "Properties" means and includes the real property above described and all improvements erected thereon and all property, real, personal or mixed intended for or used in connection with the condominium.

1.32 "Record Owner(s)" or "Record Holder(s) of Title" means those whose Ownership is evidenced by a document properly recorded with the Mono County Recorder.

1.33 "Share" means the percentages in and to the respective condominium common area attributed to and appurtenant to each unit as set forth in "Exhibit B".

1.34 "Singular and Plural": The singular and plural number shall each include the other where the context requires. **"Masculine and Feminine":** The masculine, feminine (or neutral) gender shall each include the other(s) where the context requires.

1.35 "Unit" shall mean and refer to the elements of the condominium, as defined in Section 2.2(A), which is not owned in common with the Owners of other condominiums in the project.

1.36 "Unit Designation" means the number, letter, or combination thereof or other official designation(s) shown on the Condominium Plan. Each unit is identified by a separate number on the Condominium Plan. The Arabic door number of a unit may not necessarily correspond to the unit number in the Condominium Plan, and may be amended at the discretion of the Board.

1.37 "Voting Power" means that each Member has one vote of equal weight per unit owned, regardless of his or her ownership or assessment percentage, or the value or size designation of his or her unit. Each Member shall be entitled to one vote in each matter submitted to a vote of the Membership per Corporations Code § 7610. When more than one (1) person holds an interest in any condominium, all such persons shall be Members. The vote for such condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any condominium. The term **"Total Voting Power"** as used to define a required percentage of the Voting Power shall be eighty two (82) units.

ARTICLE II

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS

2.1 Description of Project: The project is a condominium project consisting of the land, condominiums and all other improvements located thereon.

2.2 Division of Property: The property is divided as follows:

A. Units: Each of the units as separately shown, numbered and designated in the Condominium Plan consists of the space laterally and vertically bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames and trim, of each unit, each of such spaces being defined and referred to herein as a "unit". Bearing walls, columns, and vertical supports located within the interior of a unit are common area, not part of the unit, except for the finished surfaces thereof. Chimneys and flues are common area; fireplaces, inserts and stoves are part of the unit and are not common area. Exposed beams in ceilings shall not be part of the unit except for finished surfaces thereof. Each unit includes the utility installations located within or without its boundaries that the Owner has exclusive use of, including, without limitation: space heaters and lighting fixtures which are located entirely within the unit they serve. Each unit includes both the portions of the building so described and the airspace so encompassed. The unit does not include those areas and those things which are defined as "common area" in Section 1.6. Each unit is subject to such encroachments as are contained in the building, whether the same now exist or may be later caused or created in any manner referred to in Section 8.5. In interpreting deeds and condominium plans, the then existing physical boundaries of a unit in a condominium project, when the boundaries of the unit are contained within a building, or of a unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or condominium plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or deed and those of the building.

Each Owner shall have, as appurtenant to the Owner's unit, an undivided interest in the common area as set forth in Exhibit "A" attached hereto. Each includes a unit and such undivided interest in the common area. The common interest appurtenant to each unit is permanent in character and cannot be altered without the consent of all of the Owners affected, as expressed in an amended Declaration. Such undivided common interest cannot be separated from the unit to which it is appurtenant, and any conveyance or transfer of the unit includes the undivided common interest, the Owner's membership in the Association, and any other benefits or burdens appurtenant to that Owner's condominium.

B. Common Areas: The remainder of the property constitutes and shall be referred to herein as "common area" or "common areas", and includes, without limitation, all of the elements set forth in Section 1.6. The common area consists of land and real property, including all improvements constructed thereon, within the boundary lines of Lot 1 of Tract No. 36-84 of the County of Mono, as per Map recorded in Book 9, Pages 10, 10A, and 10B, inclusive, of maps in the office of the County Recorder of said county.

Each Owner has equal access to, and use of, the common area regardless of his or her ownership or assessment percentage, or the value or size designation of his or her unit, in accordance with the purposes for which it is intended without hindering the exercise of or encroaching on the rights of any other condominium Owners, subject to the rights of each Owner in any restricted common area appurtenant to that Owner's condominium.

C. Exclusive Use Common Areas: The following described portions of the common area, referred to as "exclusive use common areas", are set aside and allocated for the exclusive use of the Owner of the condominium to which they are attached or assigned by unit number as shown on the Condominium Plan, and are appurtenant to, and cannot be separated from, that condominium:

1. Balconies, patios, or decks further defined as follows:

a. "Patios" or "Patio Decks" shall mean those portions of the Common Area designated for use as a patio or patio deck which are reserved for the exclusive use of the units to which each patio serves.

b. "Balcony" shall mean those portions of the Common Area designed for use as a balcony which are reserved for the exclusive use of the units to which each balcony serves.

Responsibility for maintenance and repair of exclusive use common area shall belong to the Owner of said area, as noted in Section 8.7, except exterior painting or finishing, which shall be the responsibility of the Association, as noted in Section 5.1(A) (Civil Code § 1364(a)). The Association reserves the right to Architectural Control of Exclusive Use Common Areas, as noted in Section 7.10.

2. Parking spaces as defined as Common Area and delineated in the Condominium Plan, Page 9E and as modified in 1984, and shown in Exhibit "E" of these Declarations, attached hereto and incorporated by reference. Responsibility for maintenance and repair of parking spaces shall belong to the Association, to provide for Architectural Control of the Parking Garages.

D. Garage Parking Spaces. Each garage parking space shall be appurtenant to the unit to which it is assigned, and shall only be for the use of the Owner, his designates, or guests, and may not be sold, leased, or otherwise transferred by the Owner thereof, except in the sale of the described unit. Each such parking space includes

only the airspace encompassed by said boundaries in the Condominium Plan. The boundaries of each such parking space are the vertical, horizontal, lateral and elevation planes, and dimensions are that shown in the Condominium Plan. Garage access, ingress, and egress, and non-assigned parking spaces, along with all other access areas shall be part of the unrestricted common area.

E. Inserts and flues. In the event the Town of Mammoth Lakes, or any other governmental entity, requires the installation of inserts and/or flues into fireplaces and/or chimney structures, then the cost of such installation shall be borne by the Owner(s) of the subject unit. In all other respects, both prior and subsequent to any such installation, chimney structures and flues shall be restricted common area. Fireplaces, stoves and inserts are not common area but are a part of each unit.

2.3 Rights of Entry and Use: The units, garages and common area (including exclusive use common area) shall be subject to the following rights of entry and use:

A. The right of the Association agents or employees to enter any unit or garage to cure any violation of this Declaration or the Bylaws, provided that the Owner has received notice and a hearing as required by the Bylaws (except in the case of an emergency) and the Owner has failed to cure the violation or take steps necessary to cure the violation within thirty (30) days after the finding of a violation by the Association. Agents or employees of the Association shall also have the right to enter any unit for purposes of general oversight, maintenance of utilities, safety and welfare, or other reasonable cause.

B. The access rights of the Association agents or employees to inspect, maintain, repair or replace improvements or property located in the common area as described in Section 5.2(E).

C. The rights of the Owners and the Association to install, maintain, repair, or replace utilities as described in Article VI.

D. The encroachment easements described in Section 8.5.

E. The rights of Owners to make improvements or alterations authorized by Civil Code § 1360(a)(2), subject to the provisions of Section 7.10 to the extent applicable.

2.4 Partition Prohibited: The common areas shall remain undivided as set forth above. Except as provided by California Civil Code § 1359 or authorized under Sections 8.8 and 8.9, no Owner shall bring any action for partition of the common areas, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the project. Judicial partition by sale of a single condominium owned by two (2) or more persons and division of the sale proceeds is not prohibited hereby, but partition of title to a single condominium is prohibited.

2.5 Prohibition of Deed Restricted Units:

A. Agreements and Covenants: No owner of any Unit in the Project shall enter into any agreement and/or restrictive covenant of any nature with Mammoth Lakes Housing, Inc., the Town of Mammoth Lakes, the County of Mono, or any other private, public or governmental entity or person under which the value of that Owner's Unit for sale and/or resale purposes is determined by any process other than the ordinary, arm's length process of determining fair market value that is undertaken for any Unit or other real property not bound by such an agreement and/or restrictive covenant.

B. Sales or Transfers: No Owner of any Unit in the Project shall convey, sell or transfer in any manner any Unit or any interest therein in accordance with the terms of any agreement and/or restrictive covenant of any nature under which the value of the interest conveyed, sold or transferred is determined by any process other than the ordinary, arm's length process of determining fair market value that is undertaken for any Unit or other real property not bound by such an agreement and/or restrictive covenant.

C. One-time Conveyances: Nothing in this Section 2.5 shall prohibit any one-time conveyances, sales or transfers of a Unit or an interest therein for less than fair market value so long as such a conveyance, sale or transfer is not conducted in accordance with any agreement or restrictive covenant that, by its terms, may have the effect of requiring more than one such conveyance, sale or transfer prohibited by this section. This exemption is for the purpose of allowing one-time conveyances between family members or friends at less than fair market value, as such one-time conveyances will not impact the Project or the Association in any negative way.

D. Legal Rights and Remedies: In the event of any breach of this Section 2.5, the Association shall have available to it all legal and equitable rights and remedies. In the event any legal action or mediation, arbitration or other alternative dispute resolution procedure is commenced to interpret or enforce the provisions of this section, the prevailing party in such action, including any and all appeals therefrom, shall be entitled to an award of its attorneys' fees and costs incurred therein.

E. Suspension of Rights: In the event of any breach of this section, the Board shall suspend the rights of the Owner in breach to use the recreational facilities at the Project, after notice and a hearing as required by state law and the governing documents of the Association. Such suspension shall remain in effect until such time as when and if such owner is determined by the Board to no longer be in breach of this section.

F. Precedence: In the event of any inconsistency between the terms of this section and any other provisions of the Covenants, Conditions and Restrictions, then the terms of this section shall supersede any such inconsistent provisions.

ARTICLE III

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Association to Manage Common Areas: The management of the common area shall be vested in the Association in accordance with this Declaration and the Bylaws. The Owners of all the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, and of the Articles and Bylaws of the Association.

3.2 Board of Directors: The Association shall be governed by a Board of Directors, who shall be elected in accordance with the Bylaws of the Association. The Board of Directors shall have all authority to govern and manage the affairs of the Association consistent with applicable law, this Declaration and the Bylaws.

3.3 Membership: The Owner of a condominium shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the Ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with this Declaration, the Articles and Bylaws of the Association.

3.4 Transferred Membership: Membership in the Association shall not be transferred, encumbered, pledged, or alienated in any way, except upon the sale of encumbrance of the condominium to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance of such condominium. On any transfer of title to an Owner's condominium, including a transfer on the death of an Owner, membership passes automatically with title to the transferee.

A mortgagee does not have membership rights until it obtains title to the condominium by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. No Member may resign his or her membership. On notice of a transfer, the Association, or its agent, shall record the transfer on its books, without any further action or consent by the transferring Owner.

3.5 Voting Rights: Each Unit shall be entitled to cast one vote on each question presented to the membership. Except as herein or in the Bylaws provided to the contrary, a vote of a simple majority of the voting power present at such meeting, or represented by proxy, shall decide each question, provided that a quorum as defined in the Bylaws exists at such meeting.

3.6 Notification of Sale of Unit: Concurrently with the consummation of the sale of any unit under circumstances which the transferee becomes an Owner thereof, the transferee, or his Agent, shall notify the Board, or its agent, in writing of such sale. Such

notification shall set forth (i) the name of the transferee(s) and transferor(s), (ii) the number of the unit being transferred, (iii) the transferee's mailing and street addresses, (iv) the transferee(s) telephone number, FAX number, or e-mail address for communication purposes, and (v) the date of sale. Prior to receipt of such notification, any and all communications or notices from the Association, the Board or any agents thereof shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

3.7 Precedence and Conflicts: The Declaration of Covenants, Conditions and Restrictions (CC&R's) shall be the primary governing document of the Association. The Bylaws of the Association shall be subordinate to the CC&R's. In case of conflict between the CC&R's and the Bylaws, the CC&R's shall govern. Rules adopted by the Association shall be subordinate to the Bylaws. In case of conflict between the Bylaws and Rules, the Bylaws shall govern. All provisions of the Articles, Bylaws and Rules, including such Amendments as may be adopted from time to time, shall be assumed to be in accordance with all applicable Laws of the State of California; in case of conflict, State Law shall prevail. Revisions to, or renumbering of, or invalidation by Court action of, Sections of the Civil Code or Corporations Code shall be deemed to replace the applicable references in these documents. Applicable Sections shall be amended automatically in the same manner without direct Association action to amend these documents.

ARTICLE IV

MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments: Each Owner of any condominium as defined herein by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees: (1) to pay to the Association annual assessments or charges, and special assessments for purposes permitted herein, such assessments to be established and collected as hereinafter provided; (2) to allow the Association to enforce any assessment lien established hereunder by non-judicial proceedings under a power of sale or by any other means authorized by law; and (3) to allow the Association to enforce any fines or monetary penalties levied as described herein, and pursuant to the applicable clauses of California Civil Code § 1366 and § 1367.1 . The annual and special assessments, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall be a charge on the condominium and shall be a continuing lien upon the condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of delinquent assessment. Each such assessment, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such condominium or garage at the time when the assessment fell due. No offsets against such amount shall be permitted, nor shall any Owner be exempt from liability for payment of assessments for any reason, including, without limitation, (a) a claim that the Association is not properly exercising its duties and powers as provided in this Declaration; (b) by waiver of the use or enjoyment of any of the common areas or by the abandonment of the Owner's condominium; or (c) any construction or maintenance performed pursuant to this Article, nor shall they in any way postpone Assessments or entitle a Member to claim any such offset or reduction, unless such exemption or partial exemption is granted by the vote of a quorum of the Board of Directors, per the provisions of Article 4.11. The Association, or its agent, shall furnish to all Owners those statements regarding Collection Policies described in Sections §§1365 and 1365.1 of the California Civil Code, as such Sections may be amended from time to time, delineating the policies and practices of the Association. Such policies, practices, and conditions may be changed, modified, or amended by a duly adopted resolution of the Board of Directors as provided in the Civil Code.

4.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the economic interests, recreation, enjoyment, health, safety, and welfare of all the Owners in the project; and to provide insurance, improvement, services, and maintenance of the common area for the common good of the project.

4.3 Assessments:

A. Annual Assessments: The Board shall establish and levy annual assessments in an amount that the Board estimates will be sufficient to raise the funds

needed to perform the duties of the Association during each fiscal year, such assessments to be determined for each condominium in accordance with the formula set forth in Section 4.6 of this Declaration. The assessments shall be billed on a monthly basis by the Association, or its agent. The annual assessment is commonly referred to as the Common Area Fee. In the event that the Board shall determine that the estimate of total assessments for the current year is, or will become, inadequate to meet all the Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of the Regular Assessment against each Owner, and the date or dates when due. Any supplemental assessment shall be within the limits in Section 4.4A.

B. Reserves: The annual assessment shall include a portion for reserves in such amounts as the Board in its discretion considers appropriate to meet the costs of the future repair, replacement or additions to the common area for improvements that the Association is obligated to maintain and repair. Reserves shall be payable in regular installments as part of the Common Area Fees, rather than by Special Assessment. Reserve funds need not be deposited in a separate account, but must be separately accounted for on the books of the Association. Reserve funds may not be expended for any purpose other than repairing, replacing or adding to the common area without the consent of Owners holding a majority of the voting power at a duly held meeting or by written ballot.

C. Special Assessments: The Board, at any time, may levy a Special Assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate, including but not limited to, the cost of any construction or replacement (other than the cost of destruction) of a described capital improvement upon the Common Area to the extent the same is not covered by the provisions imposing Reconstruction Assessments of the Section 8.8(B) of the Article VIII entitled "Destruction of Improvements". Special assessments shall be allocated among the units in the same manner and according to the same percentages as regular assessments, or as dictated in Exhibit "D". Special assessments may be collected in one (1) payment or periodically as the Board shall direct.

D. Certificate of Payment: The Association shall, upon demand, furnish to any Member liable for Assessments a certificate in writing signed by an Officer or authorized agent of the Association a statement of whether Assessments relating to a specified Condominium have been paid and the amount of delinquency, if any. A reasonable fee for this service based upon the Association's actual cost to procure, prepare and reproduce the certificate may be collected by the Board for the issuance of such certificate as provided for in the California Civil Code §1368, as that Section may be amended from time to time. Each certificate shall be prima facie evidence of payment of any Assessment therein stated to be paid.

4.4 Restrictions on Annual or Special Assessments:

A. General Restrictions: The Board may not impose an annual assessment on any condominium which is more than 20% greater than the annual assessment for the immediate preceding fiscal year, or levy a special assessment to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds 5% of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of Members casting a majority of the votes at a meeting of the Association at which a quorum is present, either in person or by proxy. For purposes of this Section 4.4, a "quorum" means more than fifty percent (50%) of the Owners of the Association, as provided for in § 1366(a) of the Civil Code. Any meeting of the Association for purposes of complying with this Section 4.4 shall be conducted in accordance with Chapter 5 (commencing with § 7510) of Part 3, Division 2 of Title 1 of the Corporations Code and § 7613 of the Corporations Code, or their successor Sections should these Sections be renumbered.

B. Emergency Powers: Notwithstanding the foregoing, the Board, without membership approval, may increase annual assessments or levy special assessments necessary for an emergency situation. For purposes of this Section, an emergency situation is one of the following:

- (1) An extraordinary expense required by an order of a court,
- (2) An extraordinary expense necessary to repair or maintain the property or any part of it for which the Association is responsible where a threat to personal safety on the property is discovered, or
- (3) An extraordinary expense necessary to repair or maintain the property or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget, provided, however that prior to the imposition or collection of the assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and the resolution shall be distributed to the Members with the notice of the assessment.

This Section 4.4 incorporates the statutory requirements of Civil Code § 1366(b). If this Section of the Civil Code is amended in any manner, this Section 4.4 automatically shall be amended in the same manner without the necessity of amending this Declaration.

4.5 Notice of Meeting and Quorum for Any Action Authorized Under Section 4.4: Any action authorized under Section 4.4, which requires a vote of the membership, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than twenty (20) days nor more than ninety (90) days in advance of the meeting specifying the place, day, and hour of the meeting and, in

the case of a special meeting, the nature of the business to be undertaken. The action may also be taken without a meeting pursuant to the provisions of California Corporations Code § 7513 (approval by written ballot).

4.6 Rate of Assessments: Annual assessments shall be payable in regular monthly installments in the manner specified in Exhibit “D” attached hereto and incorporated herein by this reference. Special Assessments may be based on a per unit basis, or by unit square feet as dictated by Exhibit “D”. Any future increases or decreases in annual assessments, or in the monthly installments thereof, or any levy of special assessments, shall be imposed proportionately to maintain the same percentages of liability as specified in Exhibit “D”.

In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of the Regular Assessments or may abate the collection of Regular Assessments as it deems appropriate. However, nothing in this Section shall require the Board to either reduce or abate Regular Assessments.

4.7 Effect of Nonpayment of Assessments: Any assessment not paid within thirty (30) days after the due date shall be delinquent, and shall bear interest at the highest rate permitted by law commencing thirty (30) days after the due date until paid, or shall incur a late payment penalty in the amount of ten percent (10%) of the delinquent assessment, whichever is greater.

4.8 Transfer of Condominium by Sale or Foreclosure: Sale or transfer of any condominium shall not affect the assessment lien. However, the sale of any condominium pursuant to the mortgage foreclosure of a first mortgage shall extinguish the lien of such assessments (including attorney's fees, late charges, or interest levied in connection therewith) as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such condominium from liability for any assessments thereafter becoming due or from the lien thereof.

Where the mortgagee of a first mortgage of record or other purchaser of a condominium obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successor and assigns, shall not be liable for the assessment by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer (except for assessment liens recorded prior to the mortgage). (No amendment of the preceding sentence may be made without the consent of Owners of condominiums to which at least sixty-six-and-two-thirds percent (66.6%) of the votes in the Association are allocated, and the consent of the eligible mortgage holders holding first mortgages on condominiums comprising fifty-one percent (51%) of the condominiums subject to first mortgages.) Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominium Owners including such acquirer, his successors or assigns. The Board may, at its discretion, consider such liability as uncollectible debt.

In any transfer of a condominium a grantor shall remain liable to the Association for all unpaid assessments against the condominium up to the date of the record transfer. The grantee shall be entitled to a statement from the Association, or its agent, dated as of the date of record transfer, setting forth the amount of the unpaid assessments against the grantor due to the Association, and the condominium so transferred shall not be subject to a lien for unpaid assessments in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessments that become due after the date of the record transfer. Under no circumstances shall transfers not evidenced by the proper recordation of a document of transfer with the Mono County Recorder be effective to alter or discharge the liability of the transferor under this Declaration. Members of the Association shall remain Members for all purposes until the date of recordation of a valid document of transfer.

4.9 Priorities; Enforcement; Remedies: If an assessment is delinquent, the Association may record a notice of delinquent assessment and establish a lien against the condominium of the delinquent Owner prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deeds of trust with first priority over other mortgages or deed of trust) made in good faith and for value. The notice of delinquent assessment shall state the amount of the assessment, collection costs, attorney's fees, late charges, and interest, a description of the condominium against which the assessment and other sums are levied, the name of the record Owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any Officer of the Association, any attorney of the Association, or any management agent retained by the Association.

An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to California Civil Code § 2934(a). Any sale shall be conducted in accordance with the provisions of §§ 2924, 2924(b), 2924(c), 2924(f), 2924(g), and 2924(h) of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay assessments.

Fines and penalties for violation of restrictions are not "assessments", and are not enforceable by assessment lien.

The Board may temporarily suspend the voting rights and the right to use recreational facilities of a Member who is in default in payment of any assessment, after notice and hearing, as provided in the Bylaws.

Upon timely payment or other satisfaction of: (i) all delinquent Assessments in the notice of claim of lien, (ii) all other Assessments which have become

due and payable with respect to the Condominium as to which such notice of claim of lien was recorded, and (iii) interest, late charges, attorneys' fees and other costs pursuant to this Declaration and the notice of claim of lien which have accrued, the Officers of the Association or any other agents designated by the Board are hereby authorized to file or record, as the case may be, in the office of the County recorder of said County an appropriate release of such notice. Each defaulting Owner shall pay to the Association a reasonable fee, to be determined by the Board, to cover the costs of preparing and filing or recording such release, as provided for in the California Civil Code §1367.1.

The Association, acting on behalf of the condominium Owners, shall have the power to bid for the condominium at foreclosure sale, and to acquire and hold, lease, rent, mortgage and convey the same. Where the purchase of a foreclosure condominium will result in a five percent (5%) or greater increase in assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Association. During the period a condominium is owned by the Association, following foreclosure: (1) no right to vote shall be exercise on behalf of the condominium; (2) no assessment shall be assessed or levied on the condominium; and (3) each other condominium shall be charged, in addition to its usual assessment, its share of the assessment that would have been charged to such condominium had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses, rent, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. After acquiring title to the condominium at foreclosure sale following notice and publication, the Association may execute, acknowledge, and record a deed conveying title to the condominium which deed shall be binding on the Owners, successors, and all other parties.

4.10 Unallocated Taxes: In the event that any taxes are assessed against the common area, or the personal property of the Association, rather than against the condominiums, said taxes shall be included in the assessments made under the provisions of Section 4.1 and, if necessary, a special assessment may be levied against the condominiums in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

4.11 Exemptions from Assessments: There shall be no exemptions from assessments for any reason, including, without limitation, lack of access for repair or replacement, lack of water or other utility services, structural improvements, or other such conditions or situations, unless such exemption or a partial exemption is granted by the majority vote of a quorum of the Board of Directors. The Board may consider conditions prohibiting human occupancy in its decision. Such conditions for exemption may include major structural repairs, roof replacement, unsanitary conditions, fire damage, or orders from a Health Department or similar agency. Such exemption shall be temporary, and in effect only until the earliest of the following events: (1) a notice of completion of the structural or other improvements has been recorded; (2) occupation or use of the condominium; (3) completion of all elements of the residential structure which the Association is obligated to maintain; or (4) vacation of an order from a Health Department or similar agency.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

5.1 Duties: In addition to the duties enumerated in its Bylaws, or elsewhere provided for in this Declaration, and without limiting the generality thereof, the Association through the Board shall have the duty and obligation to perform the following:

A. Maintenance: Except to the extent that an Owner may be obligated to maintain and repair as hereinafter provided, the Association shall maintain, repair, replace, restore, operate and manage all of the common area and all facilities, including utility facilities as described in Section 6.2, improvements, furnishings, equipment (including fire safety sprinklers, door locks to Units, but excluding the keys thereof), and landscaping thereon, and all property that may be acquired by the Association. Association maintenance shall include (without limitation): painting, maintaining, cleaning, repairing and replacing of all common areas, (but excluding Owner exclusive use common area appurtenant to that Owner's condominium per the Civil Code § 1364(a)); landscaping, television cable or satellite equipment, external parking areas and parking garages, pool and spa areas, and other recreational facilities. The Association shall not be responsible for the ordinary repair or replacement of drywall, flooring or sub-flooring within a Unit. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an Owner, or his guests, tenants or invitees or the Owner's pets, the cost of which is not covered by insurance carried by the Association. Such repairs shall be made by the responsible Owner, provided the Board approves the person(s) or entities actually making the repairs and the method of repair. If the responsible Owner fails to take the necessary steps to make the repairs within a reasonable time under the circumstances, the Association shall make the repairs and charge the cost thereof to the responsible Owner, which cost shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate authorized by law) until paid in full. If an Owner disputes his or her responsibility for the repairs, the Owner shall be entitled to notice and a hearing as provided in the Bylaws before any charge may be imposed. Each Owner shall maintain the exclusive use common area appurtenant to that Owner's condominium in a neat and clean condition, including the wooden walls and their periodic staining; safety rails, glass, framing, and such screens as may be attached. Exclusive use common area is also subject to such rules and regulations as shall be published and updated by the Architectural Control Committee, as referenced in Section 7.10. The above provisions, however, shall not abridge the right of Owners to override and invalidate any singular item of noted Association responsibility, and convey upon each Owner the responsibility for said item. Any such action shall require the approval of at least fifty-one percent (51%) of the total voting power of the Association at a duly called meeting, shall be noted by the Secretary in the Minutes of such meeting, and shall be binding upon all Owners.

B. Insurance: The Association shall maintain such policy or policies of insurance as are required by Section 8.8 of this Declaration.

C. Discharge of Liens: The Association shall discharge by payment, if necessary, any lien against the common area, and charge the costs thereof to the Member or Members responsible for the existence of the lien (after notice and a hearing, as provided in the Bylaws).

D. Assessments: The Association shall fix, levy, collect, and enforce assessments as set forth in Article IV hereof.

E. Establish Funds and Accounts: The Association shall establish and maintain such operating funds and reserve accounts as it deems necessary to conduct its business affairs noted in this section.

F. Payment of Expenses: The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

G. Enforcement: The Association shall enforce this Declaration.

H. Security: The Association shall provide security for the common area. Security may be deemed as that provided under a management contract.

I. Intercede: The Association through the Board shall have the authority, but not the mandatory obligation, to intercede with Owners on issues of conflict, or on behalf of issues with third parties that may affect other Owners. In the event that resolution of the conflict is not settled, the Owner dispute must be submitted to mediation or binding arbitration in accordance with the provisions of California Civil Code §1369.5.

5.2 Powers: In addition to the powers enumerated in its Articles of Incorporation, Bylaws, or elsewhere provided herein, and without limiting the generality thereof, the Association through the Board shall have the following powers:

A. Utility Service: The Association shall have the authority to obtain, for the benefit of all of the condominiums, all water, gas and electric service, television cable access, and refuse collection.

B. Easements: The Association shall have authority, by document signed or approved by three-fourths (3/4) of the total voting power of the Association, to grant easements in addition to those shown on the Map, where necessary for utilities, cable television, and sewer facilities over or under the common area to serve the common and open space areas and the condominiums.

C. Manager: The Association shall have the authority to employ a manager, managing agent, management company, or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, except for those responsibilities exclusively reserved for the Board of Directors, including, without limitation, the responsibility to levy fines, impose discipline, hold hearings, file suit, record or foreclose liens, or make capital expenditures, provided that any contract with a firm or person appointed as a manager or managing agent shall not exceed a one (1) year term.

D. Adoption of Rules: The Association or the Board may adopt reasonable rules not inconsistent with this Declaration relating to the use of the common area and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the property and other Owners. These rules may include provisions for fines and disciplinary actions in accordance with Section 5.2(F) of this Declaration.

E. Access: For the purpose of performing construction, inspection, maintenance, or emergency repair for the benefit of the common area or the Owners in common, the Association's agents or employees shall have the right to enter any unit or to enter any portion of the common area at reasonable hours. Such entry shall be made with as little inconvenience to the Owners, renters and/or authorized guests as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Association.

F. Assessments, Liens and Fines: The Association shall have the power to levy and collect assessments in accordance with the provisions of Article IV hereof. The Association may impose fines or take disciplinary action against any Owner for failure to pay assessments or for violation of any provision of the condominium documents, including such Rules as may be adopted by the Association. Penalties may include but are not limited to: fines, temporary suspension of voting rights, rights to the use of recreational facilities, or other appropriate discipline, provided the Member is given notice and a hearing as provided in the Bylaws before the imposition of any fine or disciplinary action.

G. Enforcement: The Association shall have the authority to enforce this Declaration as per Article VIII hereof.

H. Acquisition and Disposition of Property: The Association shall have the power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of interests in real or personal property that may be necessary or convenient for the management of the Covered Property, the administration of the affairs of the Association, or for the benefit of the Members. Any purchase of a condominium in the project by the Association shall require the approval of a majority of the total voting power of the Association. Any other transfer of real property shall be by document signed and approved by three-fourths (3/4) of the total voting power of the Association.

I. Loans: The Association shall have the power to borrow money, and, except as otherwise provided herein, only with the assent (by vote or written ballot) of three-quarters (3/4) of the total voting power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

J. Dedication: The Association shall have the power to dedicate all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication shall be effective unless the approval of three-fourths (3/4) of the total voting power of the Association has been obtained, by vote or by written ballot.

K. Contracts: The Association shall have the power to contract for goods and/or services for the common area(s), facilities and interests or for the Association, subject to the limitations contained in the Bylaws, or elsewhere set forth in the condominium documents.

L. Delegation: The Association, the Board, and the Officers of the Association shall have the power to delegate their authority and powers to committees, Officers, employees or agents of the Association, or to a manager employed by the Association. However, the Board shall not delegate its responsibility or obligation to perform such delegated duty for any of the following:

(1) To make expenditures for capital additions or improvements chargeable against the reserve funds;

(2) To conduct hearings concerning compliance by an Owner or his tenant, lessee, guest, or invitee with the Declaration, Bylaws, or rules and regulations promulgated by the Board;

(3) To make a decision to levy monetary fines, impose special assessments against individual condominiums, temporarily suspend an Owner's rights as a Member of the Association, or otherwise impose discipline;

(4) To make a decision to levy regular or special assessments;

(5) To make a decision to bring suit, record a claim of lien, or institute foreclosure proceeding for default in payment of assessments;
or

(6) To make a final decision regarding compliance with the Architectural Rules.

M. Use of Recreational Facilities: The Association shall have the power to limit the number of an Owner's tenants or guests who may use the recreational facilities, provided that all limitations apply equally to all Owners, unless imposed for disciplinary reasons, after notice and hearing. The Association shall also have the power

to limit the number and kind of animals or pets, provided such provisions meet the statutory requirements of the Civil Code § 1360.5.

N. Manager's Unit(s): Anything in this Declaration or the Bylaws or Articles to the contrary notwithstanding, the Association, upon appropriate resolution of the Board, shall have the power and authority, with the vote or written consent of a majority of Members, to own a condominium, or condominiums (the "manager's unit(s)") to be occupied by the manager(s) of the project. In such case, during the period the manager's unit is owned by the Association:

- (1) No right to vote shall be exercised on behalf of the manager's unit;
- (2) No assessment shall be assessed or levied on the manager's unit; and
- (3) Each other condominium shall be charged, in addition to its usual assessment, its share of the assessment that would have been charged to the manager's, but for the provisions of this Section.

O. Security: The Association shall have the power (but not the obligation) to contract for security service for the common area.

P. Appointment of Trustee: The Association, or the Board acting on behalf of the Association, has the power to appoint or designate a trustee to enforce assessment liens by sale as provided in Section 4.9 and in Civil Code § 1367(b).

Q. Legal Action: The Board, acting on behalf of the Association, shall have the power to institute, defend, settle or intervene in, through litigation, arbitration, mediation, administrative proceedings, or negotiations, claims for damages, property rights or water rights common to the Owners, or affecting or pertaining to common areas or separate interests which the Association is obligated to maintain or repair or which are integrally related to the common areas.

R. Rent Space: The Association shall have the power to assign, rent, or license any unassigned parking, storage spaces, or other property, if any, upon such terms as it deems appropriate.

S. Nuisance Tenants: The Association shall have the power to discipline Owners, in accordance with Association Rules in the event that tenants of such Owners fail to abide by, or are in non-conformance with Association Rules or any other governing documents of the Association, or the breach of rights of enjoyment by other Owners. The Association shall have authority to use any and all means available by law to enforce this provision. Any Owner who rents his or her Unit, whether through an agency or by personal obligation, shall have a written rental agreement incorporating all provisions of this Declaration, the Bylaws, and the Rules of the Association. Such tenancy shall be subject to any additional restrictions enacted by the Association during the rental term. Any Owner who rents his or her Unit shall be responsible for any tenant

violations, including personal guests, and may be fined or penalized to the extent permitted by this Declaration or applicable law.

T. Architectural Control: The Association shall have the power to approve or disapprove the architectural appearance of any structure or open space within the covered property. Any change, alteration, addition, or removal of the grounds, painting, or landscaping must be approved in writing by the Architectural Control Committee per the instructions in 7.10.

U. Establish Rules: The Board shall have the power to adopt, amend, repeal and enforce such rules and regulations as it deems necessary and reasonable (the Association Rules) which may include the establishment of a system of fines and penalties as provided in the Bylaws. The Association Rules shall govern matters in furtherance of the purposes of the Association and other matters specified in this Declaration, including, without limitation, the conduct of persons within the Covered Property and the use of the Common Area and facilities thereof. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, or a notice setting forth the adoption, amendment, or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established for the delivery of notices. The Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration, and shall be binding upon the Owners, guests, and renters. The Association Rules shall be available at the principal office of the Association to each Owner and First Mortgagee upon request. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles, or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such conflict.

V. Limited Liability: In order to facilitate the efficient management of the Association, neither the Association nor its Board Directors or Officers shall be liable for monetary damages to Owners, their guests and/or renters, for their actions in conducting the affairs of the Association in good faith, except as expressly provided in this Declaration. Owners desiring consideration of such claims shall be required to obtain insurance therefor at the Owner's sole expense, to cover the risk exposure for subsequent or consequential damages to the extent he or she shall determine to be reasonable, in accordance with Section 8.8(A) of this Declaration. Nothing in this Section shall apply to claims arising from intentional misconduct.

W. Other Powers: In addition to the powers contained herein, the Association may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporations Code.

ARTICLE VI

UTILITIES

6.1 Owners Rights and Duties: The rights and duties of the Owners of condominiums within the project with respect to sanitary sewer, water, drainage, electric, gas, television receiving antennas or cables, telephone equipment, cables and lines, exhaust flues, and heating facilities (hereinafter referred to, collectively, as "utility facilities") shall be as follows:

A. Right of Access: Whenever utility facilities are installed within the property, which utility facilities or any portion thereof lie in or on condominiums owned by other than the Owner of a condominium served by said utility facilities, the Owners of any condominium served by said utility facilities shall have the right of reasonable access for themselves or for utility companies to repair, replace, and generally maintain said utility facilities as and when necessary, due to failure or inability of the Board to take timely action to make such repairs or perform such maintenance.

B. Right of Use: Whenever utility facilities are installed within the property, which utility facilities serve more than one (1) condominium unit, the Owner of each condominium unit served by said utility facilities shall be entitled to the full use and enjoyment of such portions of said utility facilities as service his or her condominium.

C. Right of Arbitration: In the event of a dispute between Owners with respect to the repair or rebuilding of said utility facilities, or with respect to the sharing of the cost thereof, then, upon written request of one (1) of such Owners addressed to the Association, the matter shall be submitted to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator(s) shall be final and conclusive on the parties.

6.2 Association's Duties: The Association shall maintain all utility facilities located in the common area except for those facilities maintained by utility companies, public, private, or municipal, and those maintained by the Owners as described in Section 8.7. The Association shall pay all charges for utilities supplied to the project except for those metered or charged separately to the condominiums.

ARTICLE VII

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the property and each condominium therein is subject to the following:

7.1 Condominium Use: No condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that a residential condominium may be used as a combined residence and executive or professional office by the Owner thereof, so long as such use does not interfere with the quiet enjoyment by other residential Owners. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

7.2 Time Sharing: No condominiums, garages or any portions thereof in the project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing agreement, plan, program, or arrangement, including, without limitation, any so-called "vacation license", "travel club", "extended vacation", or other membership or time interval Ownership arrangement. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the condominiums or any portion thereof in the project rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time of twenty-five (25) consecutive calendar days or less. Provided, this Section shall not be construed to limit the personal use of any condominium, or any portions thereof in the project by any Owner or his or her or its social or familial guests. This Section shall not, however, abridge the right of Owners to lease, sublease, or rent their unit consistent with the terms of Sections 5.2(S) and 7.9, and the provisions of the Civil Code §§ 711 and 783.

7.3 Nuisances: No noxious, loud, illegal, or seriously offensive activities shall be carried on in or upon any condominium, garage, pool or spas, or in any part of the property, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of an Owner's condominium or which shall in any way increase the rate of insurance for the project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

7.4 Vehicle Restrictions: No trailer, camper, mobile home, commercial vehicle, truck (other than standard size pickup truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, other than on a temporary basis, except for the proper storage thereof entirely within the Owners' designated garage parking space(s). The continuous

placement of a vehicle or similar equipment for less than forty-eight hours shall be deemed "temporary" for purposes of this section; the continuous placement of any vehicle or similar equipment for more than forty-eight hours shall be prohibited. Commercial vehicles shall not include sedans (or standard size vans or pickup trucks) which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated upon the property. No unlicensed motor vehicles shall be operated upon the property. The Association may install a sign at each vehicular entrance to the project containing a statement that public parking is prohibited and that all vehicles not authorized to park on the project will be removed at the Owner's expense. The sign shall contain the telephone number of the local traffic law enforcement agency and shall not be less than 17 x 22 inches in size with lettering not less than one (1) inch, if such sign is installed.

The Association may cause the removal of any vehicle wrongfully parked on the property, including a vehicle owned by an occupant. Prior to removal of any vehicle owned by an Owner or authorized guest, the Association, or its agent, will make a reasonable, good faith effort to locate the Owner and request that the vehicle be removed voluntarily. If the identity of the registered Owner of the vehicle is known or readily ascertainable, the President of the Association or his or her designee shall, within a reasonable time thereafter, notify the Owner of the removal in writing by personal delivery or first class mail. In addition, notice of the removal shall be given to the local traffic law enforcement agency immediately after the vehicle has been removed. The notice shall include a description of the vehicle, the license plate number and the address from where the vehicle was removed. If the identity of the Owner is not known or readily ascertainable and the vehicle has not been returned to the Owner within one hundred twenty (120) hours after its removal, the Association immediately shall send or cause to be sent a written report of the removal by mail to both the California Department of Justice in Sacramento, California and to the Mammoth Lakes Police Department and shall file a copy of the notice with the proprietor of the public garage in which the vehicle is stored. The report shall be made on a form furnished by the Department of Justice and shall include a complete description of the vehicle, the date, time and place from the vehicle was removed, the amount of mileage on the vehicle at the time of removal, the grounds for removal and the name of the garage or place where the vehicle is stored. Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle interfering with snow removal, any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for handicapped without proper authority, in a parking space not designated to the vehicle's Owner/driver, or in a manner which interfered with any entrance to, or exit from, the project or any lot, parking space, garage, snow storage area, or designated pathway located thereon. The Association shall not be liable for any damages incurred by the vehicle Owner because of the removal in compliance with this Section or for any damage to the vehicle caused by the removal, unless such damage resulted from the intentional or negligent act of the Association or any person causing the removal of or removing the vehicle. If requested by the Owner of the vehicle, the Association shall state the grounds for the removal of the vehicle.

The Association may establish rules and regulations from time to time for the parking of vehicles in the common areas. All vehicles must be parked in an authorized parking space, or other area approved for the parking of vehicles. The Association may, at its discretion, require the display of a parking permit or parking pass delineating the unit occupied, and date of revocation.

7.5 Signs: No signs shall be displayed to the public view on any condominiums, garages or on any portion of the property except such signs as are approved by the Board or committee appointed by the Board. One (1) (only) "For Sale" or "For Rent" sign per unit shall be allowed, provided it does not exceed three (3) square feet in size, and provided it is located in a window if reasonably possible.

7.6 Animals: No animals of any kind shall be raised, bred, or kept in any condominium or parking area, or on any portion of the property; except pets kept in cages or aquariums and no more than two (2) usual and ordinary pets, such as dogs, cats, domesticated bird, or aquatic animal kept in a aquarium, provided they are kept under control at all times. Notwithstanding the foregoing, no pet may be kept on the property which is obnoxious or annoying to other Owners or occupants. No pet shall be allowed in the common area except as may be permitted by rules of the Board. No Owner shall allow his or her dog to enter the common area except on a leash (Town of Mammoth Lakes Ordinance #9.44.020). After making a reasonable attempt to notify the animal's Owner, the Association, manager, managing agent, management company, or any Owner may cause any unleashed dog found within the common area to be removed by the Association, manager, managing agent, management company, (or any Owner) to a pound or animal shelter under the jurisdiction of the Town of Mammoth Lakes, or the County of Mono, by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the dog. Owners shall prevent their pet from soiling all portions of the common area and shall promptly clean up any mess left by their pet. Owners of the unit occupied by the animal Owner shall be fully responsible for any damage caused by their occupant's pet. The Association shall have the power to exclude pets, other than that of Owners, from the Units and the Common Area, per the provisions of the Civil Code § 1360.5. Upon notice Owners may apply to the Board for the granting of a waiver on the number of pets allowed.

7.7 Garbage and Refuse Disposal: All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon or become an attractive nuisance to animals. Trash, garbage, and other waste shall not be kept except in sanitary containers. A proper container shall be installed and utilized for the collection of ashes and other fireplace residue. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The Association shall be responsible for removal of garbage from the central pick-up point(s).

7.8 Radio and Television Antennas: No alteration to or modification of a central radio and/or television antenna/satellite system or cable television system, whichever is applicable, if developed by a cable television or satellite franchisee and as

maintained by the Association or said franchisee, shall be permitted. No Owner may be permitted to construct and/or use and operate his own external radio and/or television antenna or satellite receiver without the prior approval of the Board, exempting the construction, installation or use of a video or television antenna or satellite dish that has a diameter or diagonal measurement of thirty-six inches or less, and which antenna is not visible from any street or common area. The construction, installation or use of such antennas shall still require the prior approval of Board, however, such approval shall be given, subject only to the imposition of reasonable restrictions consistent with the applicable section of the California Civil Code (§ 1376 as of the date of this Declaration). All fees for the use of any cable or satellite television system shall be borne by the respective Owners, and not by the Association, except for those related to Board approved televisions in the common area, if any, office, or manager(s) unit(s).

7.9 Renting and Leasing of Units: The terms of any rental or leasing agreement for any unit shall provide that the tenants or renters shall comply in all respects with provisions of this Declaration, the Bylaws and all rules and regulations adopted by the Board. Non-Owner renters may only rent garage parking spaces if, for each rented garage parking space, a corresponding unit is also being rented concurrently. The Association shall have authority to use any and all means available by law to enforce this provision. Any Owner who rents his or her unit, whether through an agency or by personal obligation, shall have a written rental agreement incorporating all provisions of this Declaration, the Bylaws, and the Rules of the Association. Such tenancy shall be subject to any additional restrictions enacted by the Association during the rental term. Any Owner who rents his or her unit shall be responsible for any tenant violations, including personal guests, and may be fined or penalized to the extent permitted by this Declaration or applicable law, pursuant to the applicable clauses of Civil Code §§ 1365.1, 1366, and 1367.1.

7.10 Architectural Control: No building, fence, wall, pool, spa, obstruction, outside or exterior utility lines, pipes or wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, trellis, improvement or structure of any kind shall be commenced, installed, erected, painted, repainted, or maintained on the property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board. Notwithstanding the foregoing, Owners may improve or alter any improvements within the interior boundaries of the Owner's unit provided such improvement or alteration does not impair the structural integrity of any common area, the utilities, or other systems servicing the common area or other condominiums, and does not involve altering any common area (including bearing walls). A report from a duly licensed and, if reasonably possible, insured engineering or contracting firm shall be necessary prior to any major alteration. At a minimum, the report shall specify that the requested improvement or alteration will not compromise the structural integrity of the common area or any other condominium unit. The Architectural Control Committee, or the Board, may at any time delegate any of its rights and responsibilities hereunder to any licensed architect or engineering firm who shall have full authority to act on behalf of the Association in all matters delegated.

In addition, any venting installation through common area walls or exterior surfaces must be approved by the Board of Directors before commencing with construction, as to size, type, and location of vents. To protect the integrity of roofs, additional penetration is prohibited.

Plans and specifications showing the nature, kind, shape, color, size, materials and location of any proposed improvements or alteration shall be submitted to the Architectural Control Committee for approval as to quality of workmanship and design and harmony with existing structures, and as to location in relation to surrounding structures. No permission or approval shall be required to repaint in accordance with the Declarant's original color scheme, or to rebuild in accordance with the Declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Board, or to rebuild in accordance with plans and specifications previously approved by the Board. Nothing contained herein shall be construed to limit the right of an Owner to paint the interior of his unit any color desired. The Association shall have the right to impose a reasonable time limit for completion of any such improvement or alteration, but in any case, all approved alterations or remodeling must be completed within ninety (90) days of commencement of work to protect the rights of enjoyment of other Owners.

The Architectural Control Committee shall consist of three (3) Members, who shall be Owners, and who shall be appointed by the Board. A majority of the Architectural Control Committee may designate one of its members as a representative to act for it. In the event of death or resignation of any Committee member, the Board shall appoint a successor. Committee members shall serve at the pleasure of the Board and may be removed at any time by the Board without cause. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. The Architectural Control Committee shall review the plans and specifications submitted and shall report its recommendations to the Board, which shall issue the final decision on behalf of the Association. The role of the Architectural Control Committee shall be advisory only. Neither the Association, the Board, the Architectural Control Committee, nor the members or designated representatives thereof shall be liable in damages or otherwise to anyone submitting plans and specifications to them for approval, or to any Owner affected by such plan by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or the failure to approve or disapprove any such plans and specifications or for any defect in any improvements constructed from such plans and specifications. Every person who submits such plans and specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner agrees, that he will not bring any action or suit against the Association, the Board, the Architectural Control Committee, or any of the Members or designated representatives thereof to recover any damages. In the event the Board fails to approve or disapprove plans and specifications within ninety (90) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Before commencement of any alteration or improvements approved by the Board, the Owner shall comply with all appropriate governmental laws and regulations. Approval by the Board does not satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction.

Any member or agent of the Architectural Control Committee may at any reasonable hour or hours, upon reasonable notice, enter and inspect any property subject to the jurisdiction of the Committee as to its improvement or maintenance in compliance with the provisions hereof, and no person gaining entry pursuant hereto shall be deemed guilty of trespass by reason thereof.

7.11 Clothes Lines: There shall be no outside laundering or drying of clothes. No draping of towels, carpets, or laundry over railings shall be allowed.

7.12 Power Equipment and Car Maintenance: No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the property (including garages) except with prior written approval of the Board. Approval shall not be unreasonably withheld, and in deciding whether to grant approval the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, rights of enjoyment by Owners, and similar objections.

7.13 Liability of Owners for Damage to Common Area: The Owner of each condominium shall be liable to the Association for all damage to the common area or improvements to the extent described in Section 5.1A. Any Owner who rents his or her unit shall be responsible for any such damage caused by a tenant, including personal guests, and may be fined or penalized to the extent permitted by this Declaration or applicable law. Owners of any unit occupied by the Owner of an animal shall be fully responsible for any damage caused by their occupant's pet, pursuant to the applicable clauses of Civil Code §§ 1365.1, 1366, and 1367.1.

7.14 Sports Equipment Standards: No basketball apparatus or fixed sport apparatus attached to the exterior surface of any portion of the common area shall be permitted on the property, except as approved by a majority of Owners at a duly called meeting of the Members. Such restriction, however, shall not abridge the Owner's right to use the Common Area for such purposes as are not prohibited or restricted by these Declarations, the Bylaws, or Rules approved by the Association.

7.15 Garage Parking Spaces: No garage parking space shall be used for other purposes than the temporary storage of motor vehicles or other personal property not prohibited by this Declaration, and the use of garage parking spaces for residential, professional or business purposes shall be prohibited. The use in garage areas of large power tools, heaters, refrigerators, freezers, stoves, or any other large equipment or appliance not consistent with the permitted uses of garage areas shall be prohibited.

7.16 Firewood: Firewood may be stored only on balconies or decks unless expressly authorized in writing by the Board. Firewood must be neatly stacked.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement: The Association, or any Owner, shall have the right (but not the obligation) to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Articles and the Bylaws, and in such action shall be entitled to recover reasonable attorneys' fees as are ordered by the Court, per the provisions of Civil Code § 1354. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any proceeding by or against the Association or any Owner as described hereinabove shall be entitled to an award of reasonable attorneys' fees and costs.

8.2 Invalidity of Any Provision: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

8.3 Term: The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from **Month ##, 200#**, the date the Amended and Restated Declaration was recorded, after which time they shall be automatically extended for periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners of the condominiums, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

8.4 Amendments: This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in a writing executed and acknowledged by the President or other elected Officer of the Association and recorded in the office of the Mono County Recorder. All amendments affecting matters within the regulatory power of the Town of Mammoth Lakes must be approved by the attorney for the Town of Mammoth Lakes. No amendment shall adversely affect the rights of the holder of any mortgage of record prior to the recordation of such amendment.

8.5 Encroachment Rights: If any portion of the common area encroaches on any condominium or garage space or any part thereof, or if any portion of a condominium

or garage space encroaches on any common area, due to minor engineering errors, minor errors in original construction, reconstruction, repair, settling, shifting, or movement of the building, or any other cause, the Owner of the encroachment shall have the right to maintain, repair, or replace the encroachment, as long as it exists, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement, or shifting; provided, however, that no right shall be created in favor of an Owner or Owners if said encroachment occurred due to the intentional conduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and is then repaired or rebuilt, the Owners agree that minor encroachments over adjoining condominiums, garage parking spaces, or common area shall be permitted and that there shall be appropriate rights for the maintenance of said encroachment so long as they shall exist.

8.6 Rights of First Lenders: No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any condominium made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding on and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise. Notwithstanding any provision in any documents to the contrary, first lenders shall have the following rights:

A. Copies of Project Documents: The Association shall make available to condominium Owners and first lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, Articles or other rules concerning the project, and the books, records, and financial statements of the Association. "Available" means available for inspection and copying, upon at least ten days' prior written request, during normal business hours or under other reasonable circumstances. The party requesting such records shall pay to the Association, in advance, the actual out of pocket expenses estimated to be incurred by the Association for the production of those records, including, but not limited to, the cost of staff time (whether the staff time be incurred by employees of the Association or by independent agents of the Association, for example, the accountant or attorney of the Association). Within a reasonable amount of time after the production is complete, a reconciliation of the actual cost compared to the amount of the advance deposit shall be made, and the party requesting the records shall either be refunded the difference, or shall pay the difference to the Association, as the case may be. In addition, parties requesting copies of such records shall pay to the Association in advance an amount equal to the actual cost of the copies to the Association.

B. Audited Statement: The holders of fifty-one percent (51%) or more of first condominium mortgages shall be entitled, on written request, to have an audited financial statement for the immediately preceding fiscal year prepared at their expense if one is not otherwise available. Such statement shall be furnished within a reasonable time following such request.

C. Notice of Action: On written request to the Association, identifying the name and address of the eligible mortgage holder or eligible insurer or guarantor, and the condominium number or address, such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (1) Any condemnation loss or any casualty loss which affects a material portion of the project or any condominium or garage on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; (2) any default in performance of obligations under the project documents or delinquency in the payment of assessments or charges owed by an Owner of a condominium subject to a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; (3) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in Section 8.6(D). The Association shall discharge its obligation to notify eligible holders or eligible insurers or guarantors by sending written notices required herein to such parties, at the address given on the current request for notice, in the manner prescribed by Section 8.11.

D. Consent to Action:

(1) Except as provided by statute or by other provision of the project documents in case of substantial destruction or condemnation of the project, and further excepting any reallocation of interests in the common area(s) which might occur pursuant to any plan of expansion or phased development contained in the original project documents:

(a) The consent of Owners of condominiums to which at least sixty-six-and-two-thirds percent (66.6%) of the voting power in the Association are allocated and the approval of eligible mortgage holders holding mortgages on condominiums which have at least sixty-six-and-two-thirds percent (66.6%) of the voting power of condominiums subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a condominium project.

(b) The consent of Owners of condominiums to which at least a majority of the voting power in the Association is allocated and the approval of eligible mortgage holders holding mortgages on condominiums which have at least fifty-one percent (51%) of the vote of the condominiums subject to eligible holder mortgages, shall be required to add or amend any material provisions of the project documents which establish, provide for, govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens or the priority of such liens; (iii) reserves for maintenance, repair and replacement of the common area(s) (or units if applicable); (iv) insurance or fidelity bonds; (v) rights to use of common areas; (vi) responsibility for maintenance and repair of the several portions of the project; (vii) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project (except as provided in paragraph D(1) above); (viii) redefinition of boundaries of any condominium;

(ix) reallocation of the interests in the general or restricted common areas; (x) convertibility of units into common areas or of common areas into units; (xi) leasing of condominiums; (xii) imposition of any right of first refusal or similar restriction on the right of a condominium Owner to sell, transfer, or otherwise convey his or her condominium; (xiii) any provisions which are for the express benefit of mortgage holders, eligible mortgage holders, or eligible insurers or guarantors of first mortgages on condominiums; and (xiv) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than specified herein.

(c) An addition or amendment to such document shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who received a written request to approve additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request, provided the notice was delivered by certified or registered mail, with a return receipt requested.

(2) Except as provided by statute in case of condemnation or substantial loss to the condominiums and/or common elements of the condominium project, unless the holder(s) of at least two-thirds (2/3) of the first mortgages (based on one (1) vote for each first mortgage owned) of Owners of the individual condominiums have given their prior written approval, the Association and/or the Owners shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the condominium project (except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain);

(b) Change the pro rata interest or obligations of any individual condominium or garage for the purpose of: (i) levying assessments or charging or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of Ownership of each condominium in the (condominium) common area;

(c) Partition or subdivide any condominium or garage space;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the condominium project shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any condominium property (whether to condominiums, or to common area) for other than the repair, replacement or reconstruction of such condominium property.

E. Reserves: Require that the Association maintain and collect as part of the Common Area Fees or other similar charges an adequate reserve fund for maintenance, repairs, and replacement of those improvements which the Association is obligated to maintain and that must be replaced on a periodic basis, and that such charges shall be payable in regular installments rather than by special assessments.

F. Priority of Liens: Each holder of a first mortgage lien on a condominium who comes into possession of the condominium by virtue of foreclosure of the mortgage, or any purchaser at a foreclosure sale under a first deed of trust, will take the condominium free of any claims for unpaid assessments and fees, late charges, fines, or interest levied in connection therewith against the condominium which accrue prior to the time such holder takes title to the condominium, except for claims for a pro rata share of such assessments or charges to all project condominiums including the mortgaged condominium, and except for assessment liens recorded prior to the mortgage.

G. Distribution of Insurance or Condemnation Proceeds: No provision of the condominium documents gives an Owner, or any other party, priority over any rights of first mortgagees in the case of a distribution to condominium Owners of insurance proceeds or condemnation awards for losses to or taking of condominiums, and/or common area.

H. Restoration or Repair: Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by eligible mortgage holders holding mortgages on condominiums which have at least fifty-one percent (51%) of the votes of condominiums subject to eligible holder mortgages.

I. Termination: Any action to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property requires the approval of eligible mortgage holders holding mortgages on condominiums which have at least fifty-one percent (51%) of the votes of condominiums subject to eligible holder mortgages, and the consent of Owners of units to which at least a majority of the voting power in the Association is allocated.

J. Reallocation of Interests: No reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the project may be effected without the prior approval of eligible mortgage holders holding mortgages on all remaining condominiums whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining condominiums subject to eligible holder mortgages.

8.7 Owner's Right and Obligation to Maintain and Repair: Except for those portions of the project which the Association is required to maintain and repair, each condominium Owner shall, at his sole cost and expense, maintain and repair his or her unit, keeping the same in good condition. Each Owner shall bear the cost of maintenance, repair and replacement of the following items within or serving such Owner's unit, among others (as applicable): interior surfaces of all perimeter and interior walls, ceilings, floors, and sub-floors (including carpeting, tile, wall paper, paint or other covering); windows and other glass, including screens; garbage disposals, ranges, refrigerators, dishwashers, washing machines, dryers, light fixtures and any and all other appliances of any nature whatsoever; heating and ventilating equipment exclusively servicing such unit (although such equipment may be located in part outside such unit); interior doors, including all hardware thereon; light bulbs; plumbing and other fixtures of any nature whatsoever; "built-in" features; and decorative features, and any furniture and furnishings. All electric utilities serving individual units shall be separately metered and shall be the expense of each individual Owner. Electric utilities serving the general common elements shall be a common expense of the Association. Each Owner shall keep those portions of the exclusive use common area appurtenant to his or her unit clean and neat, and shall bear the cost of maintenance, repair and replacement of all interior surfaces, window glass and screens, if any (California Civil Code § 1364(a)). Such exclusive use common area shall be subject to the rules of the Architectural Committee. Each Owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors and doors bounding his unit. In the event an Owner fails to maintain the interior of his unit in a manner which the Board deems necessary to preserve the appearance and value of the property, the Board may notify the Owner of the work required and request it be done within sixty (60) days from the giving of such notice. In the event the Owners fails to carry out such maintenance within said period, the Board may, following notice and hearing as provided in the Bylaws, cause such work to be done and the costs thereof shall immediately be paid by such Owner to the Association and until paid shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate authorized by law).

Except to the extent covered by insurance carried by the Association, in the event the Board shall determine that the walls, ceiling, floors, doors, or windows, or any other portions of the Common Area forming the boundaries of a Unit have been damaged from within the Unit, notwithstanding that such damage may be to the Common Area, the Owner of the Unit shall be responsible for repairing such damage in a timely manner in and in accordance with such rules as the Association Board or Architectural Control Committee shall from time to time adopt.

8.8 Insurance; Damage or Destruction

A. Insurance: The Association shall obtain and maintain the following insurance:

(1) A master hazard policy insuring all improvements and fixtures on the property (including the residences);

(2) A comprehensive general liability policy insuring the Association, its agents, the Owners and their respective family members against any liability incident to the Ownership or use of the common area or any other Association owned or maintained real or personal property;

(3) Workers' compensation insurance to the extent required by law;

(4) Fidelity bonds or insurance covering Officers, Directors, and employees that have access to any Association funds;

(5) Flood insurance if the project is located in an area designated by an appropriate governmental agency as a special flood hazard area;

(6) Officers and directors liability insurance;

(7) Contractual Liability insurance; and

(8) Such other insurance as the Board in its discretion considers necessary or advisable.

The amount, term, and coverage of any policy required hereunder (including the type of endorsements, the amount of the deductible, the named insureds, the loss payees, standard mortgage clauses, and notices of changes or cancellations) shall satisfy the minimum requirements imposed for this type of project by Fannie Mae ("FM") and the Federal Home Loan Mortgage Corporation ("FHLMC") or any successor thereto. If FM or FHLMC requirements conflict, the more stringent requirement shall be met. If FM and FHLMC do not impose requirements on any policy required hereunder, the term, amount, and coverage of such policy shall be no less than that which is customary for similar policies on similar projects in the area.

Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the Owners in any proceeding, negotiation, settlement or agreement. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association, the Owners and the Mortgagees as their respective interest may appear. Each Owner hereby waives and releases all claims against the Association, the Board, other Owners, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of, or any breach of, any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

Any insurance maintained by the Association shall contain a "waiver of subrogation" as to the Association and its officers, directors, and members, the owners

and occupants of the condominiums and mortgagees. The Association shall periodically (and not less than once every three (3) years) review all insurance policies maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly. All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors, and members, the owners and occupants of the condominiums, and of mortgagees.

Except as stated hereinabove, no condominium Owner shall separately insure his or her condominium against loss covered by any insurance carried by the Association. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance. Insurance maintained by the Association does not cover the Owner's or occupant's personal property and does not cover personal liability for damages or injuries occurring within the unit. In the event of any conflict between the terms of the insurance carried by the Association and the terms of the insurance carried by any Unit Owner, the terms of the insurance carried by the Association shall supersede.

Each owner shall maintain insurance conforming to such owner's risk exposure and use of his or her unit (an "HO-6" or similar comprehensive property and liability policy appropriate to the Owner's use of his/her unit). Such owners' policies shall name the Association as an additional insured, shall have loss assessment protection and loss of use, personal property and liability coverage. In addition, any improvements made by an owner within his or her unit may be separately insured by the owner, but the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements". Except as otherwise provided herein, Owners may also obtain earthquake or other compensatory insurance at his or her option. The Association is not obligated to provide earthquake coverage.

The Association, and its Directors and Officers, shall have no liability to any Owner or mortgagee if, after a good faith effort, it is unable to obtain the liability insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or the Members fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Member and any mortgagee entitled to notice that the liability insurance will not be obtained or renewed.

B. Damage or Destruction:

If project improvements are damaged or destroyed by fire or other casualty, the improvements shall be repaired or reconstructed substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction and subject to such alterations or upgrades as may be recommended by the Architectural Control Committee, and approved by the Board, unless either of the

following occurs: (1) the cost of repair or reconstruction is more than fifty percent (50%) of the current replacement costs of all project improvements, available insurance proceeds are not sufficient to pay for at least eighty-five percent (85%) of the cost of such repairs or reconstruction, and three-fourths (3/4) of the total voting power of the Association residing in Members and their first lenders vote against such repair and reconstruction; or (2) available insurance proceeds are not sufficient to substantially repair or reconstruct the improvements within a reasonable time as determined by the Board, a special assessment levied to supplement the insurance fails to receive the requisite approval (if such approval is required) as provided in Article 4, and the Board, without the requirement of approval by the Owners, is unable to supplement the insurance by borrowing on behalf of the Association sufficient monies to enable the improvements to be substantially repaired or reconstructed within a reasonable time.

If the improvement is to be repaired or reconstructed and the cost for repair or reconstruction is in excess of \$100,000, the Board shall designate a construction consultant, a general contractor, and an architect (if deemed necessary by the Board, in its discretion), all of whom shall be duly licensed and, if reasonably possible, insured, for the repair or reconstruction. All insurance proceeds, Association monies allocated for the repair or reconstruction, and any borrowings by the Association for the repair or reconstruction shall be deposited with a commercial lending institution experienced in the disbursement of construction loan funds ("the depository") as selected by the Board. Funds shall be disbursed in accordance with normal construction loan practices that require as a minimum that the construction general contractor certify within ten (10) days prior to any disbursement substantially the following:

(1) That all of the work completed as of the date of such request for disbursement has been done in compliance with the approved plans and specifications;

(2) That such disbursement requests represent monies which either have been paid by or on behalf of the general contractor and/or are justly due to contractors, subcontractors, material men, engineers, or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the work; that such request gives a brief description of such services and materials and the principal subdivisions or categories thereof and the respective amounts paid or due to each of said persons in respect thereof and states the progress of the work up to the date of said certificate;

(3) That the sum then requested to be disbursed plus all sums previously disbursed do not exceed the cost of the work insofar as actually accomplished up to the date of such certificate;

(4) That no part of the cost of the services and materials described in the foregoing paragraph A has been or is being made the basis for the disbursement of any funds in any previous or then pending application; and

(5) That the amount held, after payment of the amount requested in the pending disbursement request, will be sufficient to pay in full the costs necessary to complete the repair or reconstruction.

If the cost of repair or reconstruction is \$100,000 or less, the Board shall disburse the available funds for the repair and reconstruction under such procedures as the Board deems appropriate under the circumstances.

The repair or reconstruction shall commence no later than ninety (90) days after the date of such damage or destruction and shall be completed no later than one hundred eighty (180) days after such date, subject to delays that are beyond the control of the party responsible for making the repairs. The Owner of the damaged or destroyed improvement immediately shall take such steps as may be reasonably necessary to secure any hazardous condition and to screen any unsightly views resulting from the damage or destruction.

If the improvements are not repaired or reconstructed, in accordance with the foregoing, all available insurance proceeds shall be disbursed among all Owners and their respective mortgagees in proportion to the respective fair market values of their condominiums and garages as of the date immediately preceding the date of the damage or destruction as determined by a qualified independent appraiser selected by the Board, after first applying the proceeds to the cost of mitigating hazardous conditions on the property, making provision for the continuance of public liability insurance to protect the interests of the Owners until the property can be sold, and complying with all other applicable requirements of governmental agencies. In the event of a failure to agree on an appraiser, the appraiser shall be appointed by the then President of the Mono County Bar Association.

If the failure to repair or reconstruct results in a material alteration of the use of the project from its use immediately preceding the damage or destruction as determined by the Board (a material alteration shall be conclusively presumed if repair or reconstruction costs exceed twenty-five percent (25%) of the current replacement cost of all project improvements), the project shall be sold in its entirety under such terms and conditions as the Board deems appropriate. If any Owner or first lender disputes the Board's determination as to a material alteration, the dispute shall be submitted to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be conclusive and binding on all Owners and their mortgagees.

If the project is sold, the sale proceeds shall be distributed to all Owners and their respective mortgagees in proportion to their respective fair market values of their condominiums as of the date immediately preceding the date of damage or destruction as determined by the independent appraisal procedure described above. For the purpose of effecting a sale under this Section 8.8, each Owner grants to the Association an irrevocable power of attorney to sell the entire project for the benefit of the Owners, to terminate the Declaration and to dissolve the Association. In the event the Association fails to take the necessary steps to sell the entire project as required

hereunder within sixty (60) days following the date of a determination by the Board or arbitrator of a material alteration, or within one hundred twenty (120) days following the date of damage or destruction if the Board has failed to make a determination as to a material alteration, any Owner may file a partition action as to the entire project under Civil Code § 1359, or any successor statute, and the court shall order partition by sale of the entire project and distribution of the sale proceeds as provided herein.

Notwithstanding anything herein to the contrary, any Owner or group of Owners shall have a right of first refusal to match the terms and conditions of any offer made to the Association in the event of a sale of the project under this Section 8.8, provided this right is exercised within ten (10) days of receipt by the Owners of a notice from the Association containing the terms and conditions of any offer it has received. If the Owner or group of Owners subsequently default on their offer to purchase, they shall be liable to the other Owners and their respective mortgagees for any damages resulting from the default. If more than one (1) Owner or group elects to exercise this right, the Board shall accept the offer that in its determination is the best offer.

8.9 Condemnation: The Association shall represent the condominium Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the common area(s), or part thereof. In the event of a taking or acquisition of part or all of the common area(s) by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the condominium Owners and their mortgagees as their interests may appear. In the event of an award for the taking of any condominium in the project by eminent domain, the Owner of such condominium shall be entitled to receive the award for such taking, and after acceptance thereof he or she and his or her mortgagee shall be divested of an interest in the project if such Owner shall vacate his condominium as a result of such taking. The remaining Owners shall decide by majority vote whether to rebuild or repair the project, or take other action. The remaining portion of the project shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the project. In the event of a taking by eminent domain of any part of the common area, the Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where condominiums are not valued separately by the condemning authority or by the court. Proceeds of condemnation shall be distributed among Owners of condominiums and their respective mortgagees according to the relative values of the condominiums affected by the condemnation, said values to be determined by the method provided in Section 8.8.

If there is a substantial taking of the project's property (more than fifty percent (50%)), the Owners may terminate the legal status of the project and, if necessary, bring a partition action under Civil Code § 1359 or any successor statute, on the election to terminate by fifty-one percent (51%) of the total voting power of the Association and the approval of eligible mortgage holders holding mortgages on

condominiums which have at least fifty-one percent (51%) of the votes of condominiums subject to eligible holder mortgages. The proceeds from the partition sale shall be distributed to the Owners and their respective mortgagees in proportion to the fair market values of their condominiums as determined under the method described in Section 8.8.

8.10 Owners' Compliance: Each Owner, tenant, or occupant of a condominium shall comply with the provisions of this Declaration, and (to the extent they are not in conflict with this Declaration), the Articles and Bylaws, and the decisions, resolutions and rules of the Association or the Board, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, rules or resolutions shall be grounds for an action (1) to recover sums due, (2) for damages, (3) for injunctive relief, (4) for costs and attorneys fees, or (5) for any combination of the foregoing.

All agreements and determinations lawfully made by the Association in accordance with the voting procedures established in this Declaration, or in the Bylaws, shall be deemed to be binding on all Owners of condominiums and their successors and assigns.

8.11 Notice: Any notice permitted or required by the Declaration or Bylaws may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the person to be notified at the current address given by such person to the Secretary of the Board, or its authorized agent, or addressed to the condominium of such person if no address has been given to the Secretary.

8.12 Fair Housing: No Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or mortgaging, or occupancy of his condominium to any person of a specified race, sex, sexual orientation, adulthood, marital status, color, religion, ancestry, physical handicap, or national origin. All Association documents and regulations shall comply with all provisions of the Civil Code § 1352.5, as it shall be amended from time to time.

ARTICLE IX

EASEMENTS

9.1 Validity of Prior Easements: Any and all easements reserved, granted or in any manner created by the Original Declaration or subsequent Declaration in favor of Declarant, the Association, or the Members, or to anyone else without limitation, whether for utilities, maintenance, access or for any other purpose without limitation, shall not be extinguished or modified by this Amendment but shall instead remain in full force and effect.

9.2 New Easements: The Association shall have the authority to grant easements in accordance with Section 5.2(B) of this Declaration.

EXHIBITS

EXHIBIT “A”

Lot 1 of Tract no. 36-84, in the Mammoth Lakes area of the County of Mono, State of California, as per map recorded on Book 9, Pages 10, 10A and 10B, of maps in the office of the County Recorder of said County.

EXHIBIT “B”

1. The real property described in Exhibit “A” hereto, together with all improvements hereafter constructed thereon, is hereby designated and comprises the covered property.
2. Declarant proposes to use the originally constructed covered property and improvements containing eighty-two (82) dwelling units as basis for all individual and common Ownership.
3. The respective interest in the Common Area of the project comprising the initial covered property to be conveyed with each unit therein is as follows:

	Unit Number	Interest in Common Area*
1.	1, 2, 23, 24, 60, 61, 72	1,156/95,527
2.	3, 4, 5, 25, 26, 28, 53, 62, 63, 65, 76	1,176/95,527
3.	6, 27, 64, 68	879/95,527
4.	7, 8, 19, 20, 29, 30, 66, 69	1,720/95,527
5.	9, 31, 43, 56, 67, 75, 79	1,210/95,527
6.	10, 11, 12, 13, 14, 17, 18, 21, 22, 32, 33, 35, 41, 46, 48, 51, 55, 58, 59, 70, 71, 73, 77, 81, 82	857/95,527
7.	15, 16, 34, 38, 45, 50, 52, 74	1,258/95,527
8.	36, 42	1,231/95,527
9.	37	1,168/95,527
10.	39	1,028/95,527
11.	40, 44, 54, 57, 78, 80	1,738/95,527
12.	47, 49	1,089/95,527

* Based on approximate square footages of interior dwelling area elements of units.

EXHIBIT “C”

Parcel 1 of Parcel Map No. 36-557 in the County of Mono, State of California per map recorded in Volume 1, page 94-A of Parcel Maps, in the office of the County Recorder of said County, together with that portions of Parcel 4 of said Parcel Map No. 36-57, lying southerly and westerly of Lot 1 of Tract No. 36-84 recorded in Volume 9, Page 10B of Tract Maps in the office of said County Recorder.

EXHIBIT “D”

The Association shall determine the rate of Regular Assessments and Capital Assessments as follows:

(a) All budget items, other than those set forth in (b) next, shall be shared equally by all Condominiums subject to assessment within the Covered Property.

(b) The following items, whether operating expenses or additions to reserves to cover future costs, shall be shared by each Condominium subject to assessment within the Covered Property in proportion to a fraction the numerator of which is the numerator of such Condominium’s fractional interest in the Common Area of its Project and the denominator of which is the sum total of all such numerators of all Condominiums subject to assessment within all Projects of the Covered Property as delineated in Exhibit “B”:

- Insurance
- Gas
- Painting
- Roof Maintenance, repair or replacement

EXHIBIT "E"

The Parking Plan for Aspen Creek is hereby noticed and referenced to the Condominium Plan, Book 1, Page 9B, Sheets 6 and 7, as amended May 9, 1984, and Book 9, Pages 10, 10A, and 10B of Maps in the office of the County Recorder of Mono County.

Assigned Parking Spaces by Unit #, Door #, and Building #

<u>Unit #</u>	<u>Door #</u>	<u>Parking Space(s)</u>	<u>Building #</u>
1	3	30 & 31	1
2	4	28 & 29	1
3	110	27	1
4	112	26	1
5	111	25	1
6	109	7	1
7	210	1 & 22	1
8	212	20 & 21	1
9	211	19	1
10	209	18	1
11	305	17	1
12	306	16	1
13	106	8	1
14	108	10	1
15	107	12 & 13	1
16	105	9	1
17	206	14	1
18	208	15	1
19	207	2 & 11	1
20	205	3 & 4	1
21	303	5	1
22	304	6	1
23	1	45 & 46	1
24	2	32 & 33	1
25	102	34	1
26	104	35	1
27	103	36	1
28	101	37	1
29	202	38	1
30	204	40 & 41	1
31	201	42	1
31-A	203	47	1
32	301	43	1
33	302	44	1
34	118	48 & 49	2
35	117	50	2
36	115	51	2
37	113	52	2

38	114	53	2
39	116	54	2
40	218	55 & 56	2
41	217	57	2
42	215	58 & 59	2
43	213	60 & 61	2
44	214	62 & 63	2
45	216	64 & 65	2
46	310	66	2
47	308	67 & 68	2
48	307	69	2
49	309	70 & 71	2

50	119	79	3
51	120	78	3
52	122	76 & 77	3
53	121	74 & 75	3
54	219	72 & 73	3
55	220	80	3
56	222	81 & 82	3
57	221	83 & 84	3
58	311	85	3
59	312	86	3

60	7	102 & 107	4
61	6	117 & 118	4
62	125	116	4
63	126	115	4
64	124	114	4
65	123	113	4
66	230	111 & 112	4
67	229	108	4
68	227	109	4
69	228	103 & 104	4
70	318	106	4
71	317	105	4
72	5	96 & 97	4
73	226	98	4
74	225	99	4
75	223	100	4
76	224	101	4
77	316	87	4
78	315	88 & 89	4
79	313	90 & 91	4
80	314	94 & 95	4
81	402	92	4
82	401	93	4

Conclusion of Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions