

within thirty (30) days after the expiration of such extension.

(b) In the event that the Board determines not to initiate action to enforce the obligations under the Bond, or in the event the Board fails to consider and vote on such question as provided above, Members representing not less than five percent (5%) of the total voting power of the Association may present a signed petition to the Board or to the president or secretary of the Association demanding a meeting for the purpose of voting to override such decision or such failure to act by the Board. Such meeting shall be called according to the provisions of the Bylaws dealing with meetings of the Members, but in any event such meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting.

(c) The only Members entitled to vote at such meeting of Members shall be the Members other than Declarant. A vote at such meeting of a majority of the voting power of such Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

## ARTICLE 8 REPAIR AND MAINTENANCE

Section 8.1. By Association: Subject to the terms of the Article of this Declaration entitled "Water Quality Management Plan", except to the extent that an Owner may be obligated to maintain and repair as hereinafter provided, and without limiting the generality of the statement of duties and powers contained in the Association Management Documents, the Association acting through its Board and its officers shall have the duty to accomplish the following upon the Property or other land in such manner and at such times as the Board shall prescribe:

(a) manage, operate, control, maintain, repair, restore, replace and make necessary Improvements to the Nonexclusive Use Common Area including, without limitation, the following:

(i) the exterior surfaces (including roofs) of all Condominium Buildings, to include the painting thereof, including, without limitation, the interior surface boundaries of Unit Elements and Exclusive Use

Common Area, which are exterior walls of Condominium Buildings;

(ii) private walkways, bicycle paths, trails or other pedestrian paths;

(iii) drainage facilities and easements in accordance with any requirements of the public official of the County responsible for flood control facilities;

(iv) private streets and adjacent streetscapes within the Property in conformance with the standard of maintenance established by the responsible public official of the Local Government for public streets and streetscapes;

(v) Improvements occasioned by the presence of wood-destroying pests or organisms;

(vi) Maintain in a safe and attractive condition, in conformance with the "County Water Conservation Resolution" and the "County Management Guidelines for Use of Fertilizers and Pesticides", as adopted by the County and amended from time to time, landscaping, irrigation and other Improvements on the Non-Exclusive Use Common Area;

(b) maintain and make necessary repairs to the Exclusive Use Common Area except any portion thereof that an Owner is required to maintain and repair pursuant to the provisions of this Declaration or pursuant to an instrument recorded in the Official Records pursuant to the Section entitled "Additional Exclusive Use Common Areas" of the Article entitled "Easements and Rights" of this Declaration;

(c) maintain, repair, restore, replace and make necessary Improvements to the Unit Elements, or portions thereof, indicated below:

(i) interior surface boundaries that are not floor or ground surfaces of the Deck Unit Element, including, without limitation, the painting thereof;

(ii) the exterior surface (defined to mean the side fronting Common Area or public rights-of-way) of any Patio Unit Element fences or walls;

(d) maintain in a safe and attractive condition, in conformance with the "County Water Conservation Resolution" and the "County Management Guidelines for Use of Fertilizers and Pesticides", as adopted by the County and amended from time to time, landscaping,

irrigation and other Improvements on the Association Property;

(e) maintain all entry signs and monuments located on the Association Property;

(f) maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of a majority of the voting power of the Association;

(g) accomplish any of the foregoing activities or any maintenance, repair, restoration or replacement of any other Improvements that are described in a Supplementary Declaration' covering any subsequent Phase of the Development.

The costs of any such maintenance and repair pursuant to this Section shall be a Common Expense except as otherwise specified in this Declaration. The costs of temporary relocation during the repair and maintenance of the areas within the responsibility of the Association shall be borne by the Owner of the Unit affected.

Section 8.2. By Owner: Each Owner shall:

(a) maintain, repair, replace and restore in a clean, sanitary and attractive condition all portions of his Unit that are not maintained by the Association, including, without limitation, the following:

(i) the interior walls, ceilings, floors and doors of the Garage and Residential Unit Elements, and the plumbing, electrical and heating systems servicing his Residence;

(ii) the floor or ground surfaces of any Deck Unit Element;

(iii) all glass for his own Residence, and Owners shall be responsible for the interior and exterior cleaning of such glass;

(iv) Garage door opening systems, including, without limitation, hinges, springs and other parts of the Garage door mechanism;

(v) air conditioning areas and appurtenant equipment which service the Unit of such Owner;

(vi) all plants or other growing things emplaced or located within the Unit, and such plants

or other growing things shall be permitted to encroach into or onto the Common Area, subject to the Article entitled "Architectural Control" of this Declaration;

(vii) all Improvements constructed or installed in his Patio, except party wall fences which are to be maintained as provided in the Article entitled "Party Walls" of this Declaration;

(b) maintain, repair, replace and restore that portion of the Exclusive Use Common Area consisting of all internal and external telephone wiring designed to serve the Owner of the Unit served.

(c) In the event the Board shall determine that any portion of the Property required to be maintained by the Association has been damaged or destroyed by any negligent or malicious act or omission of any Owner, his family, guests, employees, tenants, or agents, such Owner shall be responsible for the cost of repairing such damage in accordance with the Article entitled "Discipline of Members" of the Bylaws. Any increase in insurance payable by the Association which is the result of damage by any negligent or malicious act or omission of a particular Owner, or any of such Owner's family, guests, employees; tenants or agents, shall also be paid by such Owner. The Board shall have the power to levy a Penalty Assessment against such Owner for the cost of repair or for an amount equal to any such increase in premium.

Section 8.3. Noncompliance by Owner: In the event that an Owner fails to accomplish any installation, maintenance or repair required by this Article, after approval by two-thirds (2/3rds) vote of the Board, the Board shall give notice to the Owner describing the deficiency and setting a date for a hearing before the Board or a committee selected by the Board for such purpose. The procedure for such notice and hearing and for the correction of the violation is described in the Article entitled "Discipline of Members" of the Bylaws.

Section 8.4. Maintenance of Public Utilities: Nothing contained herein shall require or obligate the Association to maintain, replace or restore the underground facilities or public utilities which are located within easements in the Common Property owned by such public utilities.

Section 8.5. Transfer of Association Property:

(a) The Association Property within a Phase shall be conveyed to the Association prior to or con-

currently with the first conveyance of a Condominium located within such Phase. Declarant shall convey the Association Property to the Association free of all liens and encumbrances except current real property taxes and assessments (which taxes and assessments shall be prorated as of the date of conveyance), title exceptions of record and the covenants, conditions, reservations and restrictions contained in this Declaration and the instrument which conveys the Association Property to the Association. In Phase 1, the Association Property to be owned by the Association shall consist of Lots 8 and C of Tract 14773.

(b) The Association shall be deemed to have accepted the obligation to maintain the Improvements upon the Nonexclusive Use Common Area or the Association Property and any other Improvements required to be maintained by the Association within any Phase (i) when such Improvements have been completed in substantial conformance with the plans and specifications therefor, and (ii) when Regular Assessments have commenced upon the Condominiums within such Phase. The issuance of a certificate by the architect who designed any such Improvements stating that such Improvements are in substantial conformance with the original plans and specifications, shall be satisfactory evidence of such completion.

The Association shall release Declarant from the Bond defined in the Article entitled "Enforcement of Bonded Obligations" of this Declaration as to any Improvements accepted for maintenance as provided above.

Section 8.6. Temporary Relocation: The Association may cause the temporary, summary removal of any occupant of a Residence for such periods and at such times as may be necessary for the prompt, effective treatment of wood-destroying pests or organisms. The Association shall give notice of the need to temporarily vacate a Residence to the occupants and to the Owners of such Residence not less than fifteen (15) days nor more than thirty (30) days prior to the date of the temporary relocation. The notice shall state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the occupants will be responsible for their own accommodations during the temporary relocation. Notice by the Association shall be deemed complete upon either:

(a) personal delivery of a copy of the notice to the occupants, and sending a copy of the notice to the Owner of the affected Residences, if Owner is not the occupant, by first class mail, postage prepaid; or

(b) by sending a copy of the notice to the occupants at the Residence address and a copy of the notice to the Owner of the affected Residence, if Owner is not the occupant, by first-class mail, postage prepaid.

Notices to Owners pursuant to this Section shall be mailed to the most current address shown for such Owner on the books of the Association. For purposes of this Section, "occupant" means an Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person in possession of a Residence.

Section 8.7. Annual Inspection: It shall be the affirmative duty of the Board to have the Property inspected at least once each year and to require strict compliance with all provisions of this Declaration.

(a) Purpose of Inspection. The purpose of the inspection shall be to (i) determine whether the Common Property and the Units are being maintained adequately, in accordance with the standards of maintenance established in Article 8 hereof, (ii) identify the condition of the Common Property and any Improvements thereon including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair, (iii) recommend preventive actions which may be taken to reduce potential maintenance costs for the Common Property to be incurred in the future, and (iv) to identify any failure of Owners to comply with architectural guidelines or other restrictions.

(b) Scope of Inspection. All of the Common Property and Improvements thereon including, but not limited to, Exclusive Use Common Areas, the exterior and structural integrity of all structures, gates, walls, walkways, irrigation systems, landscaping, and drainage devices shall be inspected. All portions of the Unit, except the interior of the Residences and any inaccessible portions of the Unit shall be inspected.

(c) Experts and Consultants. The Board may employ such experts and consultants as are necessary to perform the inspection, make the report required by this Article and to make recommendations as to the scope and frequency of such inspections. In determining the scope and frequency of inspections and selecting the person, entities or types of persons or entities to perform such inspections, the Board shall be guided by, but not bound by, the recommendations of such experts or consultants. In addition, the Association shall employ one or more licensed geotech-

nical consultants for the purposes of (a) recommending the scope and frequency of those inspections relating to the condition and stability of soils and slopes within the Common Property, (b) performing inspections of the Common Property as needed, the scope of which inspection shall be determined by the Board after consideration of the geotechnical consultant's recommendations, and (c) reporting the results of such inspection to the Board. The Board of Directors shall take such action as it shall deem appropriate based upon the periodic inspections, including, without limitation, the inspection by the licensed geotechnical consultant.

(d) Report to Owners. The Board shall have a report of the results of the inspections required by this Article prepared. The report shall be furnished to Owners within the time set forth for furnishing Owners with the Budget. The report shall include at least the following:

(i) a description of the condition of the Common Property, including a list of items inspected, and the status of maintenance, repair and need for replacement of all such matters;

(ii) a description of all maintenance, repair and replacement planned for the ensuing fiscal year and included in the Association Budget;

(iii) if any maintenance, repair or replacement is to be deferred, the reason for such deferral;

(iv) a summary of all reports of inspections performed by any expert or consultant employed by the Board to perform inspections;

(v) a report of the status of compliance with the maintenance, replacement and repair needs set forth in the inspection report for the immediately preceding years;

(vi) a separate note to any Owner regarding maintenance, repair or other actions which he must take in connection with maintenance of his Unit; and

(vii) such other matters as the Board deems appropriate.