

**Los Robles Homeowners Association
Covenants, Conditions & Restrictions
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Restatement of Declaration of Covenants, Conditions and Restrictions of Los Robles Homeowners Association

Tract 4463

City of Palm Springs

Riverside County, California

THIS RESTATEMENT of the Declaration of Covenants, Conditions and Restrictions of Los Robles Homeowners Association is made this 6th day of February, 2011, by Los Robles Homeowners Association, a non-profit unincorporated association (hereinafter referred to alternatively as “Declarant” or “Association”) with reference to the recitals set forth below:

0 Recitals

- 0.1 Declarant is the successor in interest to the developer of a planned development project known as Tract No. 4463 located in the City of Palm Springs, County of Riverside, State of California (“Project”). The original developer subdivided the Project and conveyed the residencies on each lot to owners. The Project is legally described below as follows:
 - 0.1.1 Lots 1 through 13, inclusive, and the common area street, inclusive, of Tract 4463 as shown by Map on file in Book 80, Pages 25 and 26 of Maps, in the Office of the County Recorder of Riverside County.
- 0.2 Declarant's predecessor, the developer of the Project, deemed it desirable, for the efficient preservation of the values and amenities in the property to create an organization to maintain, administer and enforce certain covenants, conditions and restrictions appurtenant to the Project.
- 0.3 Declarant's predecessor formed an Association, the Members of which are the respective Owners of the individual lots.
- 0.4 Reference is made to that certain Declaration of Covenants, Conditions and Restrictions for Tract Number 4463 recorded on October 9, 1974, as Instrument Number 13001, of the Official Records of Riverside County, California (“Original Declaration”).
- 0.5 The Original Declaration established a plan for the ownership of the real property estates consisting of:
 - 0.5.1 a separate residential lot containing a residence,
 - 0.5.2 a membership in the Association as hereinafter set forth which shall be responsible for the management and maintenance as hereinafter set forth, and
 - 0.5.3 an undivided fractional estate in the private street.
- 0.6 Section 17 of the Declaration provides in part that the Declaration may be amended only by an affirmative vote of not less than fifty-one percent (51%) of the lot owners.

0.7 Declarant (Association) has complied with the conditions stated in said Section 17. Declarant intends by this Restatement of Covenants, Conditions, Easements and Restrictions to completely restate and replace the Original Declaration with this document.

NOW, THEREFORE, Declarant declares that at a duly convened annual meeting of the Association on February 6, 2011 and upon the affirmative vote of more than fifty-one (51%) percent of the lot owners, the following Restatement of Declaration of Covenants, Conditions and Restrictions of Los Robles Homeowners Association, Tract 4463, City of Palm Springs, County of Riverside, was duly adopted. Declarant hereby declares that all of the property described above, shall be held, sold, subleased and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described property, or any part thereof, and shall inure to the benefit of each owner thereof, and are imposed upon said land and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

1 Article 1 – Definitions

- 1.1 “Association” shall mean and refer to LOS ROBLES HOMEOWNERS ASSOCIATION, a non-profit unincorporated association, its successors and assigns.
- 1.2 “Properties” shall mean and refer to that certain real property hereinafter described as the property.
- 1.3 “Residential Lot” or “Lot” shall mean and refer to the plots of land used for residential purposes shown as Lots 1 through 13 on Tract No. 4463, the recorded subdivision of map of properties. All residential lot owners shall be members of the Association.
- 1.4 “Private Street and Easement” shall mean the private street designated on Tract 4463 as Los Robles Drive and the easement over the north 10 feet of Lot 41 of Vista Las Palmas No. 3, as shown by Map on file in Book 36, page 63 of Maps, Riverside County Records. The Association shall be responsible for the management and maintenance of these areas.
- 1.5 “Member” shall mean and refer to every person or entity who holds membership in the Association.
- 1.6 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a lot which is part of the properties, including contract sellers, but excluding those having such and interest merely as security for the performance of an obligation.
- 1.7 “Declarant” shall mean and refer to LOS ROBLES HOMEOWNERS ASSOCIATION, its successors and assigns.
- 1.8 “Mortgage” shall mean the conveyance of any lot or other portion of the properties to secure the performance said obligation, which conveyance shall be void upon the due performance of said obligation.
- 1.9 “Mortgagee” shall mean a person or entity to whom a mortgage is made; “Mortgagor” shall mean a

person or entity who mortgages his or its property to another, i.e., the make of a mortgage.

1.10 “Deed of Trust” shall mean and be synonymous with the word “Mortgage”, and the same may be used interchangeably with the same meaning; and likewise the word “Trustor” shall be synonymous with the word “Mortgagor”, and the word “Beneficiary” shall be synonymous with the word “Mortgagee”.

2 Article 2 – Duties and Powers of the Association

2.1 Duties and Powers. In addition to the duties and powers elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

2.1.1 Maintain and otherwise manage all of the private street and easement and all improvements and landscaping thereof, and all property that may be acquired by the Association, including but not limited to the private street, roadways, and sewers.

2.1.2 Construct, maintain and manage, with the prior approval of seventy-five (75%) of the owners, street lights, and a security gate.

2.1.3 Maintain such policy or policies of liability insurance as the Board of Directors of the Association deem necessary or desirable in protecting the interests of the Association and its members.

2.1.4 Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provide that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

2.1.5 Establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association. Said fund shall be used by the Association as the Directors shall deem fit to carry out the objects and purposes of the Association, and shall be added to and made a part of the regular assessments provided for in Section 12 hereof.

3 Article 3 – Membership

3.1 Membership. Every person or entity who is a record owner of a lot in Tract 4463 shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from the ownership of any lot that is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

3.2 Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or mortgagee of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the

Association shall have the right to record the transfer upon the books of the Association and shall issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though same had been surrendered.

4 Article 4 – Voting Rights

4.1 The Association shall have one class of voting membership. Each member shall be entitled to one vote for each lot in which he holds an interest. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

5 Article 5 – Board of Directors – Selection – Term of Office

5.1 Number. A board consisting of the members who own the 12 lots in the Project shall manage the affairs of the Association.

5.2 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

5.3 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

6 Article 6 – Meetings of Directors

6.1 Regular Meetings. Meetings of the Board of Directors shall be held upon notice not less than 10 days prior to the meeting or called by the President on not less than 10 days notice. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

7 Article 7 – Powers and Duties of the Board of Directors

7.1 Powers. The Board of Directors shall have power:

7.1.1 To adopt and publish rules and regulations governing the use of the private street and easement.

7.1.2 To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of this Declaration.

7.1.3 To establish, levy, and collect the assessments or charges referred to in Article 12.

7.2 Duties. It shall be the duty of the Board of Directors:

7.2.1 To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fifth (1/5) of the membership who are entitled to vote.

7.2.2 To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

7.2.3 As more fully provided elsewhere in this Declaration:

7.2.3.1 To fix the amount of the regular assessment against each member at least thirty (30) days in advance of each regular assessment period, as hereinafter provided in Section 12, and

7.2.3.2 To send written notice of each assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment period.

7.2.4 To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. The Board for the issuance of such certificates may make a reasonable charge. Such charge shall not exceed \$10.00. The Certificate shall be conclusive evidence of any assessment therein stated to have been paid.

7.2.5 To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

7.2.6 To cause the private street and easement to be maintained.

8 Article 8 – Committees

8.1 The Association shall appoint an Architectural Control Committee and a Nominating Committee, as provided in this Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as, but not limited to:

8.1.1 Audit Committee that shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex-officio member of the Committee.

8.2 It shall be the duty of each committee to receive complaints from members on any matter involving the Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

9 Article 9 – Meeting of Members

9.1 Annual Meetings. The Annual Meeting of the members shall be held at a time to be designated by the President pursuant to the notice of provisions of Section 9 hereof.

9.2 Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fifth (1/5) of all the votes of the entire membership.

9.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by electronic means, such as email, or mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than sixty (60) days, before such a meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

9.4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, at least fifty percent (50%) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in this Declaration. If, however, such quorum shall not be present in person or by proxy at any such meeting, the members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called.

9.5 Proxies and Voting. At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. Except as otherwise provided in this Declaration, a majority of the voting power present, in person or by proxy, shall prevail at such meeting.

10 Article 10 – Officers and Their Duties

10.1 Enumeration of Officers. The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

10.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

- 10.3Term. The officers of the Association shall be elected by the Members.
- 10.4Special Appointments. The Board may elect, or the President may appoint, such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- 10.5Resignation and Removal. Any officer may be removed from office, with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.
- 10.6Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.
- 10.7Multiple Offices. The same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of a special offices created pursuant to Section 10.
- 10.8Duties. The duties of the officers are as follows:
- 10.8.1 The President shall preside at all meetings of the Board of Directors and of the Members; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes. In the event of an emergency where action is required to protect the assets and interests of the Association, and the President reasonably believes that a Special Meeting cannot timely be held to protect the interests of the Association, the President may take such action as she or he reasonably believes is necessary and appropriate to protect the interests of the Association, including but not limited to retaining legal counsel to file suit on behalf of the Association or seek other legal remedies to protect the interests of the Association.
- 10.8.2 The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- 10.8.3 The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- 10.8.4 The Treasurer shall receive and deposit in appropriate bank account all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual report of the Association books to be made at the completion of each fiscal year and have same available to members of the Association for inspection within thirty (30) days after the completion of said reports and shall prepare an annual budget and a statement of income and expenditures and report to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members within thirty (30) days after its completion.

11 Article 11 – Rights in the Private Street and Easement of Tract 4463

- 11.1 Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the private street and easement, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:
- 11.1.1 The right of the Association to establish uniform rules and regulations pertaining to the use of the private street and easement.
 - 11.1.2 The right of the Association to borrow money for the purpose of improving the private street.
 - 11.1.3 The right of the Association to suspend the voting rights of a member for any period during which any assessment or fine against such member remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay assessments or fines, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing.
- 11.2 The Association shall have the authority and responsibility to manage and maintain the private street and easement of tract 4463, and such maintenance shall be of a high quality to keep the street and easement of tract 4463 in a first class condition and in a good state of repair. The authority of the Association to manage the private street and easement of tract 4463 includes, but is not limited to, the right to make improvements and additions to the street and easement of tract 4463 to impose restrictions and requirements on the use of the private street and easement of tract 4463 to protect and enhance the security and attractiveness of the property.

12 Article 12 – Covenant for Maintenance Assessments

- 12.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it within Tract 4463, hereby covenants, and each owner of any lot which becomes subject to the jurisdiction of the Association by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together, with such interest thereon and costs of collection thereof, as hereinafter provide, shall be a charge on the real property and shall be a continuant lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation shall pass to his successors in title.
- 12.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting health, safety, and welfare of the members of the Association and, in particular, for the improvement and maintenance of the private street and easement in a first-class

condition and in a good state of repair. Further, the purpose of the assessments shall not only be for the benefit of each to the owners of the Property but shall also run in favor of the City of Palm Springs as well as for the benefit of the entire tract and of each person having an interest therein.

12.3 Basis of Regular Assessments.

12.3.1 Within thirty (30) days prior to the beginning of each calendar year, the Board of Directors of the Association annually or as necessary, shall estimate the charges required to be paid by the Association in performing its functions for the Property during such calendar year (including a reasonable provision for contingencies and less any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to all owners in equal shares in December of each year for the following year. If said estimated sum proves inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners in the same manner. Each owner shall be obligated and by accepting his deed to a lot agrees to pay assessments levied pursuant to this Article to the Board in equal quarterly installments commencing upon the first day of January in the calendar year following the assessment.

12.3.2 As promptly as possible following its election, the Board shall determine the "estimated cash requirement" as hereinbefore defined for the balance of the calendar year. Assessments shall be levied against the then owners in the manner provided in this Article.

12.3.3 All funds collected hereunder, together with special assessments or charges as provided for in other sections of this Declaration, shall be controlled by the Board and shall constitute the maintenance fund referred to herein.

12.3.4 Within sixty (60) days after the end of each calendar year, the Board shall prepare and distribute to all owners a report with respect to the use of the maintenance fund for such year which shall include a statement of cash income and expenditures and any amount remaining in such fund as of the end of such year.

12.4 Assessments for Trimming of Palm Trees. In addition to the regular assessments authorized above, the President shall contract with competent and professional gardeners to trim all of the palm trees on the property of the Association and the owners. The Treasurer shall notify the owners of the cost per tree for annual trimming no later than May 15th of each year. The Treasurer shall include in the statement for assessments for the second or third quarter an additional assessment equal to the number of palm trees on the owners' property multiplied by the cost per tree for trimming. Each owner shall pay his or her assessment for tree trimming no later than the due date for the the quarter in which the assessment for tree trimming has been billed.

12.5 Special Assessments for Common Area Capital Improvements. In addition to the regular assessments authorized above, the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, unexpected repair or replacement of a described capital improvement upon the private street or easement provided that any such assessment shall have the assent of at least a majority of the voting power.

- 12.6 Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots and may be collected on a quarterly basis.
- 12.7 Date of Commencement of Regular Assessments, and Fixing Thereof. The regular assessments provide for herein shall commence as to all members covered by this Declaration on the first day of the month following the purchase of the first lot by an individual owner.

13 Article 13 – Effect of Non-Payment of Assessments - Remedies of the Association

- 13.1 Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each regular assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a “late charge” in sum to be determined by the Association, but not to exceed \$50.00 per month of each delinquent assessment. With respect to each special assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a “late charge” in a sum to be determined by the Association, but not to exceed ten percent (10%) of each delinquent special assessment. The Association delegates to the President the authority to impose late charges for delinquent regular and special assessments. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate and the Association, may at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 13, to foreclose the lien (provided for in Section 13) against the lot. There shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorneys' fee, together with the costs of action. Each owner vests in the Association or its assigns the right and power to bring all actions at law against such member for the collection of such delinquent assessments.
- 13.2 Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the Riverside County Recorder; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.
- 13.3 Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of §2924, §2924b, and §2924c of the Civil Code of the State of California applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, after a vote by at least a majority of the voting power, excluding the vote of the subdivider, may, through its duly authorized agents, have the power to bid on the lot at the

foreclosure sale, and to acquire and hold, sublease, lease, mortgage, and convey the same.

- 13.4 Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association shall file or record as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed fifty dollars (\$50.00), to cover the cost of preparing and filing or recording such release.
- 13.5 Cumulative Remedies. The assessment lien and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments as above provided.
- 13.6 Subordination of Assessment Liens. If any member is subject to a monetary lien created by any provisions hereof and his lot shall be subject to the lien of a first mortgage or deed of trust: (1) the assessment created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage or deed of trust; and (2) the foreclosure of the lien of such mortgage or deed of trust or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the assessment or said charge as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure and shall be subordinate to the lien of the mortgage or deed of trust, with the foreclosure-purchaser or deed-in-lieu grantee taking title free of all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure. Upon sale of a lot by an encumbrancer after foreclosure or deed in lieu of foreclosure, the purchaser shall not be obligated to pay any dues, fee, assessments or other charges levied or assessed by said Association prior to the time the encumbrancer-mortgagee acquired title to the lot.

14 Article 14 – Lot Lien Common Walls

The rights and duties of the owners of lots with respect to common walls shall be governed by the following:

- 14.1 General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any part of which is placed between lots shall constitute a common wall, and with respect to such wall, each of the adjoining owners shall assume the burdens, and be subject to an easement for that portion of his common wall and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding common walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 14.2 Sharing of Repair and Maintenance. If any such common wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

- 14.3 Destruction by Fire or Other Casualty. If any such common wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, at heir joint and equal expense.
- 14.4 Other Changes. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any common wall, shall first obtain the written consent of the adjoining owner.
- 14.5 Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.
- 14.6 Dispute. In the event of a dispute between owners with respect to the repair or rebuilding of a common wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute, and the decision of the Board of Directors shall be final and conclusive upon the parties.

15 Article 15 – Architectural Control

- 15.1 Architectural Committee. The Architectural Committee shall be composed of the Members as a whole. The President may appoint an Architectural Subcommittee composed of no fewer than 3 Members to review additions, modifications and changes that would require approval under 15 hereof and to make recommendations for approval, modification or disapproval to the Architectural Committee for final resolution.
- 15.2 Time Period. Unless otherwise specified by the Architectural Committee, additions, changes or alterations approved under Section 15 hereof, shall be started within six months of Architectural Committee approval.
- 15.3 Architectural Approval. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, including patio covers and antennas, be made until the plans, sketches, renderings, and specifications showing the nature, kind, shape, height, materials, and location of the same, and the landscaping, shall have been submitted to and approved in writing as to quality of workmanship and materials, harmony of external design, and location in relation to surrounding structures and topography by the Architectural Committee. In the event said Committee or its designated representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and Article 15 will be deemed to have been fully complied with.
- 15.4 Enforcement Authority. If any Owner violates, or threatens to violate, the provisions of Section 15 hereof, by starting or threatening to start, any construction, erection, or addition that would require

approval under Section 15, without obtaining the required approval, and the President in his or her discretion believes that a special meeting cannot timely be had to protect the Association's interests, the President may retain legal counsel and file suit on behalf of the Association to obtain a restraining order and take other legal action to enforce the provisions of Section 15 as he or she reasonably believes appropriate. The authority granted by Section 15 shall be in addition to the enforcement authority granted under Section 10, Section 16 and Section 17 hereof.

16 Article 16 – Use Restrictions

- 16.1 No building shall be erected, altered, placed or permitted to remain on any lot other than a one-story single-family dwelling, and said single-family dwelling to have a garage or carport to be attached to said dwelling, excepting that where the topography of the lot would cause a hardship, the Architectural Committee hereinbefore provided for may, in such instances, permit the construction of a garage or carport for a minimum of two cars to be erected on said lot without being attached to the dwelling.
- 16.2 No part of the Property shall ever be used or caused to be used or allowed, authorized or permitted to be used, directly or indirectly, by contract or by lease, sublease, or other form of transfer for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes, including but not limited to assisted living, medical or mental health, drug, alcoholism or sober living rehabilitation or recovery facilities, except Declarant, its successors or assigns, may use the Property for a model site, and display and sales office during the construction and sales period. Nor shall the Property be used for any purposes involving alcoholism or drug abuse recovery treatment.
- 16.3 No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or an lot, except one sign for each building site of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period and one sign declaring the existence of a security alarm system.
- 16.4 No noxious or offensive activity shall be carried on upon any lot or any part of the Property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective residence, or which shall in any way increase the rate of insurance.
- 16.5 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, commercial vehicle or similar equipment shall be permitted to remain overnight for an indefinite period of time on the street or upon any lot within the property, unless placed or maintained within an enclosed garage. Members shall use good judgment in arranging for their guests' and employees' vehicles to park outside the Project gate when appropriate. No more than two vehicles belonging to a household may be parked regularly on the street or upon any lot within the property outside an enclosed garage.

- 16.6 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept on the lots, provided they are not kept, bred or maintained in unreasonable numbers. All dogs outside a home or confined yard must be on a leash and handled by someone who can control the pet. Excrement left by the pet must be picked up immediately. No member shall allow a pet to bark or cause excessive noise for an unreasonable period of time.
- 16.7 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.
- 16.8 All rubbish, trash and garbage shall be regularly removed from the properties. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of the adjoining lot and streets, by a fence or appropriate screen approved by the Architectural Committee.
- 16.9 No owner may be permitted to construct and/or use and operate any external radio and/or television antenna without the prior written consent of the Association.
- 16.10 No dwelling shall be permitted on any lot with a living area less than 1800 square feet.
- 16.11 No more than four people unrelated by blood or marriage, civil union or domestic partnership shall live in any one house.
- 16.12 The Association maintains certain lights to illuminate the private street for the safety and security of the Owners. These lights are connected to the electrical systems of certain of the Members homes. No Owner shall turn off or disconnect the lights, even during periods of non-residence.
- 16.13 Owners shall maintain the plantings and landscaping of their homes and properly irrigate the landscaping to maintain an attractive appearance at all times. The owners recognize that the view of the surrounding areas from each of the homes is an important aspect of the ownership and enjoyment of the homes. No owner shall permit any tree to grow in a manner that significantly obstructs the view of any other homeowner and shall, at each owner's individual expense, trim any tree that significantly obstructs the view of another homeowner. The height of palm trees shall not be found to significantly obstruct the view of an owner. In the event of disagreement between or among homeowners whether a tree shall be trimmed under this subsection, the matter shall be referred to the Architectural Committee which shall provide an opportunity for each aggrieved owner to be heard. The decision of the Architectural Committee as to the need for and the extent of trimming or other modification shall be final and binding on the owners. An owner's failure to comply with the decision of the Architectural Committee concerning tree trimming or other modification shall be subject to the Association's rights of enforcement under this Article.
- 16.14 No Owner shall convey or otherwise transfer or grant an interest in the Property, including but not limited to a deeded fractional ownership interest, an interest in a Private Residence Club or a time share interest, that grants the right to short term use and possession of the premises.
- 16.15 No Owner shall lease his or her property for a term shorter than six (6) months.

- 16.16 Members and their guests shall refrain from attempting to open or otherwise tamper with the utility lock box at the street gate.
- 16.17 Each member has the right to joy the use of his home, but every member must respect other members' rights to the enjoyment and peace and quiet of their homes. Therefore, there shall not be, after midnight on any night, any excessive or disturbing noise from any home, which can be heard by another member on his property, which annoys or interferes with the peace and quiet of that neighbor. This includes, but is not limited to, music, peoples' voices, pet or animal noises and loud vehicle noises.
- 16.18 The Association may enforce this Declaration and other instruments for the ownership, management and control of the Project. In addition to any other enforcement rights described in this Declaration, or authorized by law, and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration:
- 16.18.1 Impose monetary penalties, including late charges and interest;
 - 16.18.2 Suspend voting rights in the Association;
 - 16.18.3 Commence a legal action for monetary penalties, damages, and injunctive relief, or all of the foregoing.
- 16.19 The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any action by the Association shall be commenced with a warning letter to the person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees.
- 16.20 The Association may take more than one of the foregoing enforcement actions against any one violation. The following penalties may be imposed by the Members for the violation of any rule or regulation herein:
- 16.20.1 First violation of a rule: An informal warning in writing, which may be initiated by the President, or in his absence, the Secretary, upon the request of any member.
 - 16.20.2 Second violation: A fine of \$50.00.
 - 16.20.3 Third violation: A fine of \$100.00.
 - 16.20.4 Fourth and subsequent violations: Fines in amounts to be determined by the Members, as well as legal actions in law or equity, as provided in this Declaration or by law.
- 16.21 The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions, as it considers appropriate. The Association may not cause a forfeiture or abridgment of an owner's right to the full use and enjoyment of his or her Lot except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale

under power of sale for failure of the owner to pay assessments duly levied by the Association.

16.22 The suspension of a violator's voting rights or the enforcement of monetary penalties for violations is subject to the following limitations:

16.22.1 Prior to any suspension of a Member's Association privileges or the imposition of a monetary penalty, the Member must be notified in writing of the proposed suspension, and the reasons therefore, at least fifteen (15) days prior to the effective date of the suspension or penalty, and if requested by said Member in writing within five (5) days after receipt of notice thereof, a hearing on said suspension and/or penalty will be held before a meeting of the Members. Said hearing shall be head by the Members at least five (5) days before the effective date of the suspension and/or penalty, and at said hearing the Member may appear and defend against the matters resulting in the notice of suspension and/or penalty.

16.22.2 Any suspension of a Member's Association privileges shall not exceed thirty (30) days for each violation.

16.22.3 Except as provided by law and these CC&Rs, or as a result of the judgment of a court or a decision arising out of arbitration, the Association shall in no way abridge the right of any owner to the full use and enjoyment of his or her lot.

16.22.4 Any monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Areas and facilities for which the member was allegedly responsible, or in bringing the Member and his lot into compliance with the Declaration may not be characterized nor treated as an assessment which may become a lien against the member's lot enforceable by sale of the interest in accordance with the provisions of §2924, §2924b and §2924c of the Civil Code.

16.22.5 The provisions of Section 16 do not apply to charges imposed against any Member consisting of reasonable late payment penalties for delinquent assessments and/or charges to reimburse the Association for the loss of interest and for costs reasonably incurred, including attorneys' fees, in its efforts to collect delinquent assessments.

17 Article 17 – General Provisions

17.1 Enforcement. The Association, any owner, or the City of Palm Springs shall have the rights to enforce, by any proceeding law or in equity, all restrictions, conditions, covenants, reservations, liens and charges nor or hereafter imposed by the provisions of this Declaration or any amendment thereto. 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 City of Palm Springs shall have the right to bring any reasonable legal proceeding to require the maintenance and repair of the private street and easement and to enforce the provisions of this Declaration.

17.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

- 17.3Term. 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 land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and the City of Palm Springs, for a term of forty (40) years from the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the then lot owners, has been recorded prior to the beginning of any such periods, changing or terminating said covenants and restrictions.
- 17.4Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a controlled plan for the development of a residential project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
- 17.5Amendments. This Declaration of covenants, conditions and restrictions may be amended only by an affirmative vote of not less than fifty-one percent (51%) of the lot owners, and further, this amendment provision shall not be amended by a vote of less than seventy-five percent (75%) of the lot owners. No amendments to this Declaration shall be valid which would tend to defeat the encumbrancer-mortgagee's priority position with respect to its lien or which would convert the encumbrance-mortgage to an illegal status under governmental regulations unless consent is obtained in writing from the encumbrancer-mortgagee. Further, no amendments to this Declaration shall be valid without the prior written approval of the City of Palm Springs if the adoption of any such amendment would negate or defeat the obligation of the Association to maintain private street and easement in a first-class condition and a good state of repair and/or defeat any provision which provides for the assessment and collection for the maintenance and upkeep thereof.

Certificate of Board

The undersigned, President and Secretary of LOS ROBLES HOMEOWNERS ASSOCIATION, hereby certify under penalty of perjury that the above-stated Restatement of the Declaration of Covenants, Conditions and Restrictions for Los Robles Homeowners Association was approved by a majority of the record owners within the Project, in writing, evidence of which is in the office of the Association or the Association's appointed property management company.

LOS ROBLES HOMEOWNERS ASSOCIATION

An Unincorporated Association

By: _____

Kathy Fragen, President

By: _____

Fred Stark, Secretary