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**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RANCHO VENTANA RV RESORT COMMUNITY ASSOCIATION**

A Planned Residential Development

[Cover Page]

RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR RANCHO VENTANA RV RESORT
COMMUNITY ASSOCIATION

A Planned Residential Development

February 2010

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

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**RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
RANCHO VENTANA RV RESORT COMMUNITY ASSOCIATION
A Planned Residential Development**

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made on the day and year hereinafter written, by Rancho Ventana RV Resort Community Association, a *California Nonprofit Mutual Benefit Corporation* ("Declarant"), with reference to the following Recitals.

RECITALS

A. Declarant is a homeowners association whose Members are the Owners of all the Recreational Vehicle Lots within that certain real property in the City of Blythe, County of Riverside, State of California, more particularly described as:

Lots 1 to 212, inclusive, and Common Area Lettered Lots A through Z, inclusive, and AA, BB and CC of Tract 28248 as shown by map filed February 5, 1997 in Book 261 of Maps, Pages 47 through 53, Official Records of Riverside County, California.

EXCEPTING THEREFROM an undivided one-half interest in all minerals and mineral rights by deed recorded May 27, 1966 in Book 3404, Page 201 of Official Records of Riverside County, California.

(hereinafter "Property").

B. The Property was developed as a Planned Residential Development, as defined in Section 1351(k) of the California *Civil Code*, and consists of 212 Recreational Vehicle Lots and related Common Areas. The Owners of each Recreational Vehicle Lot shall have a non-exclusive easement over the Common Area, which non-exclusive easement shall be subordinate to any separate Ownership interests and any exclusive easements and/or Exclusive Use Common Areas appurtenant to the Recreational Vehicle Lots.

C. Ownership of the Property is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the Declaration of Establishment of Covenants, Conditions, and Restrictions for Tract No. 28248, recorded March 28, 1997, as Instrument No. 104914, Official Records of the County Recorder of Riverside County, and the First Amendment to Declaration of Covenants, Conditions and Restrictions for Rancho Ventana RV Resort Community Association, recorded August 16, 2002, as Instrument No. 2002-452745 (hereinafter collectively "Declaration").

D. Declarant now desires to amend and restate the Declaration and replace it in its entirety with this Restated Declaration. Declarant further desires that, upon recordation of this Restated Declaration, the Property shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges contained herein, and that this Restated Declaration take the place of and relate back in time to the recording of the original Declaration.

E. Article XVII, Section 17.1 of the Declaration provides that it may be amended by the affirmative vote or written consent of fifty-one percent (51%) of the voting power of the Association. The undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required percentage of Association Members has been obtained.

F. Declarant hereby declares that all of the Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Restated

Declaration, and as may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All provisions of this Restated Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all of the Property and all parties having or acquiring any right, title, or interest in all or any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent Owners and lessees of all or any part of the Recreational Vehicle Lot.

ARTICLE 1 — DEFINITIONS

1.1 **“Association”** and **“Declarant”** means Rancho Ventana RV Resort Community Association, Inc., a California Nonprofit Mutual Benefit Corporation, consisting of all Owners of Recreational Vehicle Lots in the project, created for the purpose of managing a common interest development.

1.2 **“Board”** means the Board of Directors of the Association.

1.3 **“Bylaws”** means the existing Bylaws of the Association or, if adopted by the membership, the Restated Bylaws of the Association, as well as any duly adopted amendments thereto, which are incorporated herein by reference.

1.4 **“Common Area”** means the entire Property except all Recreational Vehicle Lots.

1.5 **“Eligible Mortgagee”** means a holder, insurer or guarantor of a First Mortgage that provides a written request to the Association stating the name and address of such holder, insurer or guarantor and the lot number, and requesting notice to which such Eligible Mortgagee is due under the Governing Documents.

1.6 **“Exclusive Use Common Area”** means those portions of the Common Area designated herein for the exclusive use of one or more, but fewer than all, of the Owners of the separate interests and which are appurtenant to a Recreational Vehicle Lot. “Exclusive Use Common Areas” and “Restricted Common Areas” shall have the same meaning and shall consist of all utility lines, pipes, conduits and wiring designed to serve one Recreational Vehicle Lot but located outside the boundaries of the Recreational Vehicle Lot.

1.7 **“Governing Documents”** means this Restated Declaration and any other documents such as the Articles of Incorporation, Bylaws, Architectural Guidelines, Rules and Regulations, and/or Enforcement Procedures which govern the operation of the Association.

1.8 **“Guest”** means any person who is authorized by the Resident to enter the Park including, but not limited to all invitees, vendors, service personnel and contractors. A “Guest” who is staying with either a Qualified Resident or a Qualified Permanent Resident may not occupy a Recreational Vehicle Lot within the Park for more than thirty (30) consecutive calendar days or sixty (60) cumulative days in any one twelve (12) month period. A guest who is not staying with a Qualified Resident or a Qualified Permanent Resident may not stay within the Park for more than fourteen (14) consecutive days. All Guests must be registered at the Association’s office.

1.9 **“Member”** means every person or entity entitled to membership in the Association as provided in this Restated Declaration.

1.10 **“Mortgage”** means a mortgage or deed of trust encumbering a Recreational Vehicle Lot or any other portion of the Park. “First Mortgage” means a mortgage that has priority over all other mortgages encumbering the same Recreational Vehicle Lot or other portions of the Park.

1.11 **"Mortgagee"** means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantors or insurer of a mortgage. "Institutional Mortgagee" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA). "First Mortgagee" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Recreational Vehicle Lot or other portions of the Park. The term "Beneficiary" shall be synonymous with the term "Mortgagee."

1.12 **"Mortgagor"** means a Person who mortgages his, her, or its property to another (*i.e.*, the maker of a mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

1.13 **"Owner"** means the record owner(s) of a fee simple interest in a Recreational Vehicle Lot in the Park, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Recreational Vehicle Lot merely as security for performance of an obligation.

1.14 **"Person"** means an individual, a corporation, or any other entity with the legal right to hold title to real property.

1.15 **"Park"** means the common interest development which is a planned residential development, including all improvements thereon, located within the Property.

1.16 **"Property"** means the real property described in Recital A above, which is subject to this Restated Declaration.

1.17 **"Qualified Permanent Resident"** as defined in *California Civil Code* shall mean:

1.17.1 A person who meets both the following requirements:

(a) The person is residing with the Qualifying Resident and/or was residing with the Qualifying Resident prior to the death, hospitalization or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident;

(b) The person was forty-five (45) years of age or older, or was a spouse, cohabitant (cohabitants being defined by statute as two persons who live together as husband and wife, or persons who are domestic partners within the meaning of Section 297 of the *California Family Code*) or person providing primary physical or economic support to the Qualifying Resident; or

1.17.2 Any other person who meets the requirement of a Qualified Permanent Resident as that term is defined within *Civil Code* Section 51.11 or any successor statute thereto.

1.18 **"Qualifying Resident"** means a person fifty-five years of age or older who occupies a Recreational Vehicle within Rancho Ventana RV Resort Community Association.

1.19 **"Recreational Vehicle"** means a recreational vehicle as defined in Section 18010 of the *Health and Safety Code*, as well as park models that are approved by the Architectural Committee for installation on an Recreational Vehicle Lot.

1.20 **"Recreational Vehicle Lot"** means any plot or parcel of land numbered as Lots 1 through 212, inclusive, of Tract Map No. 28248 within the Property and any and all improvements located thereon other than the Recreational Vehicle.

1.21 **“Renter”** means any person that leases/rents a Recreational Vehicle Lot (and/or a Recreational Vehicle on the Recreational Vehicle Lot) within the Park, paying consideration to the Owner of the Recreational Vehicle Lot for same. Renters shall not be considered as Guests. Renters must be age qualified and registered at the Association office.

1.22 **“Resident”, “Occupant” or “Occupancy”** means any person or persons who reside and/or occupy a Recreational Vehicle Lot within the Park thirty (30) or more consecutive calendar days or sixty (60) cumulative days in any one twelve (12) month period. All residents and occupants must be registered at the Association’s office.

1.23 **“Restated Declaration”** means this Restated Declaration of Restrictions and any amendments thereto.

1.24 **“Rules and Regulations”** means any Rules and Regulations for the Association regulating the use of the Recreational Vehicle Lots, Exclusive Use Common Areas, Common Areas, the Park and any facilities located thereon adopted by the Board pursuant to Subsection 3.5.2 herein.

ARTICLE 2 — THE PROPERTY

2.1 **Park Subject to Restated Declaration.** The entire Park and Property shall be subject to this Restated Declaration.

2.2 **Description of Land and Improvements; Ownership of Common Area.** The Property consists of all real property described in Recital A herein. The Common Area is owned by the Association. The Owners of Recreational Vehicle Lots shall have a nonexclusive easement over the Common Area. Such nonexclusive easements shall be subordinate to any separate Ownership interests and any exclusive easements and/or Exclusive Use Common Area appurtenant to an Owner's Recreational Vehicle Lot.

2.3 **Equitable Servitudes.** The covenants and restrictions set forth in this Restated Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Association or by both.

2.4 **Prohibition Against Partition.** There shall be no judicial partition of the Park or any part of it, nor shall Declarant or any person acquiring an interest in the Park or any part of it seek any judicial partition, except upon showing that such partition is consistent with the requirements of Section 1359 of the California *Civil Code*.

2.5 **Description of Individual Recreational Vehicle Lot.** Each Recreational Vehicle Lot (RV Lot) within the Park, which shall be offered for sale, shall consist of a fee simple interest in and to a particular Recreational Vehicle Lot. Each RV Lot includes the utility installations located within its boundaries or extending from any utilities point of connections and/or meter that the Owner has exclusive use of. The RV Lot does not include those areas and those improvements which are defined as “Common Area.”

2.6 **Prohibition Against Severance of Elements.** Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Recreational Vehicle Lot shall include all interests and appurtenances as shown in the original deed of conveyance. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's membership interest in the Association, as provided in Article 3 herein. Any transfer that attempts to sever those component interests shall be void.

ARTICLE 3 — ASSOCIATION

3.1 **Organization of the Association.** The Association is incorporated as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The Association is created for the

purpose of managing the Park and is charged with the duties and granted the powers prescribed by law and set forth in the Governing Documents.

3.2 Membership. Every Owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Recreational Vehicle Lot is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations as set forth in the Governing Documents. Membership shall automatically cease when the Owner no longer holds an Ownership interest in a Recreational Vehicle Lot. All memberships shall be appurtenant to the Recreational Vehicle Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire Ownership interest, and then only to the transferee. Any transfer of the Owner's title to his/her/its Recreational Vehicle Lot shall automatically transfer the appurtenant membership to the transferee.

3.3 Membership Class Voting Rights. The Association shall have one voting class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents. Each Member shall be entitled to cast one (1) vote for each Recreational Vehicle Lot owned, subject to the provisions set forth in the Bylaws. Any Lot owned by the Association shall not be included within the voting power of the Association.

3.4 Membership Meetings. Meeting of Members shall be held in accordance with Article 2 of the Bylaws.

3.5 General Powers and Authority. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in the Governing Documents. In the event of any inconsistency between the provisions of this Restated Declaration, the Bylaws and/or the Articles of Incorporation ("Articles"), the Restated Declaration shall prevail. In the event of any inconsistency between the provisions of the Bylaws and the Articles, the Articles shall prevail. The Association may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it. Its powers shall include, but are not limited to:

3.5.1 The power to establish, fix, levy, collect, and enforce the payment of Assessments against the Owners in accordance with the procedures set forth in this Restated Declaration.

3.5.2 The power to adopt reasonable rules and regulations and Architectural Guidelines governing the use of the Recreational Vehicle Lots, the Common Area, (including establishing no parking areas in any portion of the Common Areas) any common facilities and Association owned property, and the conduct at Board and Members' meetings, in accordance with the following:

(a) The rules and regulations may include, but are not limited to reasonable restrictions on use by the Owners and their families, guests, employees, tenants and invitees; rules of conduct; the setting of reasonable administrative rules, fees, deposits; and the setting of reasonable hearing procedures and monetary penalties and fines in the event of a violation of any provisions of the Governing Documents, subject to Article 4.14 of the Bylaws.

(b) Prior to the adoption of a Rule Change, as that term is defined herein, the Board of Directors shall provide Owners with written notice via first class mail, electronic mail and/or delivered in any other manner permitted by California and Federal law and an opportunity to comment on any such Rule Change. The written notice to the Owners shall include all the following information:

- (i) The text of the proposed rule change; and
- (ii) A description of the purpose and effect of the proposed Rule Change;

(iii) The deadline for submission of a comment on the proposed Rule Change;

(iv) For a period of not less than thirty (30) days following delivery of the written notice of the proposed Rule Change, the Board of Directors shall accept written comments from Owners on the proposed Rule Change;

(v) The Board of Directors shall consider any comments received from the Owners and shall make a decision on the proposed Rule Change at a Board meeting open to the membership. A decision by the Board on whether or not to adopt the Rule Change shall not be made until after the comment submission deadline. The Board of Directors shall deliver notice of any Rule Change to every Association Member. The Notice shall set out the text of the Rule Change and state the date the Rule Change takes effect. The date the Rule Change takes effect shall not be less than fifteen (15) days after Notice of the Rule Change is delivered. For purposes of this paragraph, the term *Rule Change* shall mean an adoption, amendment or repeal of the Association's Rules and Regulations and/or Architectural Guidelines.

Any Rule Change based on an emergency can be approved by the Board of Directors at any Board meeting without compliance with Section 3.5.2.(b). For purposes of this Section, the term "Emergency" shall be defined to mean an imminent threat to public health or safety or an imminent risk of substantial economic loss to the Association. An Emergency Rule Change is effective for one hundred twenty (120) days, unless the Rule Change provides for a shorter effective period.

(c) A copy of the current Rules and Regulations, if any, and all modifications, revisions and updates shall be distributed to each Owner in a manner consistent with *Civil Code* §1350.7 or any successor statute.

If any provision of the Rules and Regulations conflicts with any provision of this Restated Declaration, the Articles, or the Bylaws, the Restated Declaration, Articles, or Bylaws shall control to the extent of the inconsistency.

3.5.3 The right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to:

- (a) Enforcement of the Governing Documents.
- (b) Damage to the Common Area.
- (c) Damage to any Recreational Vehicle Lots that the Association is obligated to maintain or repair.
- (d) Damage to the Recreational Vehicle Lots that arises out of, or is integrally related to, damage to the Common Area or Recreational Vehicle Lots that the Association is obligated to maintain or repair.
- (e) Enforcement of payment of Assessments in accordance with the provisions of Section 4.11 herein.
- (f) Any other matter(s) in which the Association is a party, including, but not limited to contract disputes.

3.5.4 The right to discipline Owners for violation of any of the provisions of the Governing Documents by (i) suspending the Member's membership rights, including the Owner's voting rights and the rights and privileges to use the Common Area and/or facilities appurtenant to the Member's Recreational

Vehicle Lot (including cable television), and (ii) by imposing monetary fines, subject to the limitations set forth in Section 4.14 of the Bylaws.

3.5.5 The right and easement for its agents and employees to enter any Recreational Vehicle Lot when necessary in connection with any emergency, maintenance, landscaping, inspection for compliance with the Governing Documents, and/or construction work for which the Association is responsible (provided there shall be no access to the inside of any Recreational Vehicle without a court order or permission of the Owner).

3.5.6 If, for any reason, an Owner fails to maintain or repair an area required to be maintained by him/her, Association shall have the authority and easement to enter into or upon the Recreational Vehicle Lot for the purpose of maintaining or repairing said area upon at least twenty-four (24) hours' prior written notice to the Owner or such greater notice as may be required by any provision hereof; provided, however, that such entrance shall be permitted without any prior notice whatsoever, in the event of an emergency. This section shall not be construed to permit access inside any Recreational Vehicle without a court order or permission of the Owner.

3.5.7 Notwithstanding any nonexclusive easement rights to the Common Area granted herein or by any deed or other conveyance, the Association shall have the right to allow one or more Owners to exclusively use portions of the Common Area for any reason identified within California *Civil Code* §1363.07 or any successor statute thereto, as well as upon approval of a majority of a quorum of the members.

3.5.8 The Association shall have the power to remove any vehicle within the Park parked in violation of this Restated Declaration or the Rules and Regulations in accordance with the provisions of California *Vehicle Code* Section 22658, any other powers granted to an association under California law, and any amendments thereto.

3.5.9 The Association shall have the power to pay taxes and assessments which are or could become a lien on the Common Area and/or the Association Property, or any portion thereof.

3.5.10 The Association shall have the authority to take such action, whether or not expressly authorized by this Restated Declaration, as may reasonably be necessary to enforce the governing documents of the Association.

3.6 **Duties of the Association.** In addition to the duties of the Association, its agents and employees set forth elsewhere in the Governing Documents, the Association, acting through the Board of Directors, shall be responsible for the following:

3.6.1 The Association shall provide for the maintenance and preservation of those portions of the Common Area and improvements thereon in good order and repair, consistent with Article 6 herein.

3.6.2 The Association shall pay all real property taxes and assessments levied upon any portion of the Common Area not assessed to or paid by the owners.

3.6.3 The Association shall be responsible for the financial management of the Association as provided in the governing documents.

3.6.4 The Association shall operate, maintain, repair, and replace those components described in Section 6.4, or contract for the performance of that work, subject to the provisions of the Governing Documents.

3.6.5 The Association shall use the regular assessments described in Article 4 herein to, among other things, acquire and pay for goods and services for the Park, including, but not limited to:

(a) Water, sewer, refuse, electrical, telephone, gas, and other necessary utility service for the Common Area and, to the extent not separately metered and charged, for the Recreational Vehicle Lots, provided, however, that the Association, acting through the Board of Directors, shall have the right to enter into agreements with public utilities and/or cable service providers to provide bulk services to the Recreational Vehicle Lots.

(b) The insurance policies described herein.

(c) The services of any personnel that the Board determines are necessary or proper for the operation of the Common Area and the Association.

(d) Legal and accounting services necessary or proper in the operation of the Common Area and the Association or the enforcement of the Governing Document.

3.6.6 The Association shall maintain such areas adjacent to the Park as the Board of Directors shall determine from time to time to be desirable in order to enhance the appearance of the Park or as may be required from time to time by the City of Blythe or other applicable governmental agency.

3.7 **Board of Directors.** The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Directors, as provided in Article 3 of the Bylaws.

3.8 **Inspection of Accounting Books and Records.** The rights of Owners and Directors to obtain and inspect the accounting books and records of the Association shall be in accordance with Article 7 of the Bylaws, governing the duty of the Association to maintain certain accounting books and records and the rights of Owners and Directors to obtain and inspect those accounting books and records.

ARTICLE 4 — ASSESSMENTS AND COLLECTION PROCEDURES

4.1 **Covenant to Pay.** Each Owner by acceptance of the deed to the Owner's Recreational Vehicle Lot is deemed to covenant and agree to pay to the Association regular, special, reimbursement, and/or enforcement assessments, and all other charges duly levied by the Association pursuant to the provisions of this Restated Declaration. A regular, special, reimbursement, or enforcement assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall also be a personal debt of the Owner of the Recreational Vehicle Lot at the time the assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner's Recreational Vehicle Lot.

4.2 **Purpose of Assessments.** Except as provided herein, the Association shall levy regular, special, reimbursement, and/or enforcement assessments sufficient to perform its obligations. The assessments levied by the Association shall be used exclusively to promote the recreation and welfare of the Owners, and for the operation, replacement, improvement, and maintenance of the Park, and to discharge any other obligations of the Association under this Restated Declaration.

4.3 **Regular Assessments.** Concurrently with preparation of the financial documents and budget as required in Article 3.11 of the Bylaws, the Board shall estimate the net charges to be paid during that next fiscal year, including a reasonable provision for contingencies, replacements and reserves, with adjustments made for any expected income and surplus or deficit from the prior year's fund. The resulting amount shall constitute the regular assessments for the budgeted year. Regular assessments shall be allocated among, assessed against and charged to the Owners on an equal basis and shall be borne by the Owners in equal shares (hereinafter "Regular Assessment"). Failure of the Board to estimate the net charges within the time period stated herein shall not void any assessment imposed by the Board. Regular assessments for fractions of any month shall be prorated. Each Owner is obligated to pay assessments to the Association in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment.

4.4 Special Assessments. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements upon the Common Area, or any other reason, it shall make a special assessment for the additional amount needed, subject to any limitations imposed by law or the Governing Documents allocated among, assessed against, and charged to the Owners on an equal basis and shall be borne by the Owners in equal shares (hereinafter "Special Assessments").

4.5 Reimbursement Assessments. Subject to the limitations of the Governing Documents and in addition to regular and special assessments, the Board may levy reimbursement assessments against Owners and Recreational Vehicle Lots in accordance with the following:

4.5.1 The Board may levy a reimbursement assessment whenever the Association (i) performs any service or accomplishes any item of repair or maintenance which is the duty of any Owner to accomplish, but which has not been accomplished by such Owner, or (ii) incurs any costs which by law or as required by the Governing Documents must be reimbursed by an Owner. Such reimbursement assessment shall include the cost thereof, together with any financing costs and administrative costs incurred by the Association. Prior to levying such a reimbursement assessment, the Board shall provide the Owner with notice and a hearing in accordance with Section 3.13 of the Bylaws. The notice and hearing regarding the levy of a reimbursement assessment may be combined with the notice and hearing regarding the underlying violation.

4.5.2 Duly levied reimbursement assessments shall be subject to the provisions in the Governing Documents regarding costs, late charges and interest for delinquent payment, and may become a lien on the Recreational Vehicle Lot. Except as specifically prohibited by law, it is the intent of this Restated Declaration that reimbursement assessments (including without limitation those imposed to recover late payment penalties or to reimburse the Association for the cost of repairing damage to the Common Areas or Association Property for which the assessed Member is responsible), if not paid prior to delinquency, may be collected either in an action at law or by resort to the lien and foreclosure remedies set forth in Section 4.11 below.

4.6 Enforcement Assessments. The Board of Directors may levy, subject to the limitations of the Governing Documents, enforcement assessments against an Owner and his/her/its Recreational Vehicle Lot for failure to comply with the Governing Documents. Enforcement Assessments can include all costs, including attorneys' fees, incurred by the Association to bring an Owner (and/or his/her/it/s residence, tenants, occupants and guests) into compliance with the Governing Documents. In the event the Board of Directors imposes an enforcement assessment, that enforcement assessment shall be subject to costs, late charges and interest as described in Article 4 for delinquent payment. Enforcement Assessments imposed to recover monetary penalties for failure of a Member to comply with the Governing Documents may become a lien against the Member's Recreational Vehicle Lot that is subject to foreclosure pursuant to Section 4.11 unless such lien and foreclosure remedies are prohibited by law.

4.7 Limitations on Assessments. Except in emergency situations, the Board may not, without the approval of Owners constituting a quorum of the Owners and casting a majority of the votes through a ballot measure prepared and distributed in accordance with *Civil Code* Section 1363.03, or any successor statute thereto, impose a regular assessment per Recreational Vehicle Lot that is more than twenty percent (20%) greater than the regular assessment for the preceding fiscal year, or levy special assessments that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. For purposes of this Section, a "quorum" means more than fifty percent (50%) of the Owners of the Association. These limitations shall not apply to assessment increases that are necessary for emergency situations. An emergency situation is an extraordinary expense that is:

4.7.1 Required by a court order.

4.7.2 Necessary to repair or maintain the Park or any part of it for which the Association is responsible when a threat to personal safety in the Park is discovered.

4.7.3 Necessary to repair or maintain the Park 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. Before the Board may impose or collect an assessment in this emergency situation, it shall pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of assessment.

4.8 **Owner Notice of Assessments.** The Association shall provide notice by first-class mail or any other method permitted by California and Federal law to the Owners of any increase in the regular assessments or the imposition of a special assessment not less than thirty (30) nor more than sixty (60) days prior to the increase in the regular assessment or special assessment becoming due.

4.9 **Limitation on Assessment Increases.** Any annual increases in regular assessments for any fiscal year, as authorized by Section 4.7, above, shall not be imposed until the Board has sent out the proforma operating budget in accordance with subdivision (a) of Section 1365 of the California *Civil Code* with respect to that fiscal year, or has obtained the approval of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the California *Corporations Code* and Section 7613 of the California *Corporations Code*. For the purposes of this Section, "quorum" means more than fifty percent (50%) of the Owners of the Association.

4.10 **Costs, Late Charges and Interest.** Late charges may be levied by the Association against an Owner for the delinquent payment of regular, special, reimbursement and enforcement assessments. An assessment, including any installment payment, is delinquent fifteen (15) days after its due date. If an assessment is delinquent the Association may recover all of the following from the Owner.

4.10.1 Reasonable costs incurred in collecting the delinquent assessment, including actual attorneys' fees.

4.10.2 A late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater, or the maximum amount allowed by law.

4.10.3 Interest on the foregoing sums, at an annual percentage rate of twelve percent (12%) commencing thirty (30) days after the assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The amounts delinquent, including the entire unpaid balance and any related costs described herein, may be collected by the Association as provided in Section 4.11 hereinbelow.

4.11 **Enforcement of Assessments and Late Charges.** Unless California law provides otherwise, a delinquent regular, special, enforcement or reimbursement assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), penalties, and interest assessed in accordance with Section 4.7 herein shall become a lien upon the Recreational Vehicle Lot when a Notice of Assessment Lien is duly recorded as provided in Section 1367 of the California *Civil Code* or applicable statute. The Notice of Assessment Lien shall describe the amount of the delinquent assessment or installment, the related charges authorized by this Restated Declaration, a description of the Recreational Vehicle Lot, the name of the purported Owner, and, if the lien is to be enforced by power of sale under nonjudicial foreclosure proceedings, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice may be signed by any officer or director of the Association, or any attorney, employee or agent of the Association authorized to do so by the Board.

The Notice of Assessment Lien may not be recorded until thirty (30) calendar days after the Association has mailed a written demand for payment to the delinquent Owner in accordance with California

law. If the delinquent assessment or installment and related charges are paid or otherwise satisfied in accordance with the demand for payment, the Association shall not record the Notice of Assessment Lien.

Any lien described herein may be enforced in any manner permitted by law, including judicial foreclosure or nonjudicial foreclosure, subject to the limitations contained in California *Civil Code* Sections 1367.1 and 1367.4 or any successor statute(s) thereto. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice or by a trustee substituted pursuant to Section 2934(a) of the California *Civil Code*, in accordance with the provisions of Sections 2924, 2924(b), and 2924(c) of the California *Civil Code*.

If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or non-judicial foreclosure, the Association shall (i) record a notice of satisfaction and release of lien, and (ii) upon receipt of a written request by the Owner, shall also record a notice of rescission of any recorded notice of default and demand for sale.

The Notice of Assessment Lien is not required to be amended by the Association or Trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien and said Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments.

4.12 Priority of Assessment Lien. As set forth hereinbelow, the assessment lien referred to in Section 4.11 shall be superior to all other liens, except (i) all taxes, bonds and governmental assessments which, by law, would be superior thereto, and (ii) the lien or charge of any First Mortgage of record. Notwithstanding any other provision to the contrary, the following provisions shall govern the priority and obligation for payment of the assessment lien:

4.12.1 Only the judicial or non-judicial foreclosure of the First Mortgage shall operate to transfer title free of the assessment lien or obligation for any assessment lien, and then only as to payments which became due prior to the date of sale, and excluding those assessment liens recorded prior to the recording of the First Mortgage.

4.12.2 Should any person or entity other than a First Mortgagee foreclose on a Recreational Vehicle Lot, the new Owner shall be personally liable for all unpaid assessments whether or not a lien has been recorded if such new Owner expressly assumed such personal liability. In the event the new Owner assumes such liability, the Association may elect to collect such unpaid assessments, including late charges, interest and other costs, from the new Owner, either personally or against the Recreational Vehicle Lot, upon the transfer of title.

4.12.3 Neither the transfer of a Recreational Vehicle Lot pursuant to a foreclosure of any Mortgage, nor an election by the Association to proceed against any new Owner for payment, shall serve to cancel the personal obligation of the prior Owner for payment of the delinquent assessments and charges which accrued during such Owner's period of Ownership. The personal obligation of any Owner for payment of delinquent assessments and charges may only be satisfied, and therefore discharged, by payment of the entire amount of the delinquent assessments and charges, whether or not such Owner remains in possession of his/her/its Recreational Vehicle Lot.

4.12.4 No sale or transfer of any Recreational Vehicle Lot shall relieve such Recreational Vehicle Lot or its new Owner from liability for any future assessments which accrue during such Owner's period of Ownership.

4.13 Statement of Delinquent Assessment. The Association shall provide any Owner, upon written request, with a statement specifying the amounts of any delinquent assessments and related late

charges, interest, and costs levied against the Owner's Recreational Vehicle Lot. Association shall have the right to charge a reasonable fee for such statement.

ARTICLE 5 — USE RESTRICTIONS AND COVENANTS

5.1 **General.** The use and enjoyment of the Park by Owners and their tenants, guests, invitees or any other person deriving rights from such Owner, shall be subject to the covenants and restrictions contained in the Governing Documents. Each such person shall comply with the provisions hereof and be subject to any enforcement actions in the event of violations. Unless otherwise stated in the Governing Documents, the Association, through the Board of Directors, shall be responsible for the enforcement of these provisions.

5.2 **Common Area.** The following provisions govern the use and enjoyment of the Common Area:

5.2.1 For any Common Area not owned by the Association, the Association shall have an easement in, to, and throughout the Common Area and the improvements thereon to perform its duties and exercise its powers.

5.2.2 Except as provided in this Restated Declaration, there shall be no judicial partition of the Common Area, nor shall Declarant or any person acquiring an interest in all or any part of the Park seek any judicial partition.

5.2.3 Subject to the provisions of this Restated Declaration, each Owner has non-exclusive rights of ingress, egress, and support through the Common Area. These rights shall be appurtenant to any deed of conveyance. However, these rights shall not interfere with, and shall be subordinate to, any exclusive right to use an area and/or any Exclusive Use Common Area appurtenant to a Recreational Vehicle Lot.

5.2.4 The Owner's rights of use and enjoyment of the Common Area and/or any Exclusive Use Common Area shall be subject to the restrictions set forth in the Governing Documents, and the right of the Association, subject to the limitations of any laws or the Governing Documents, to:

(a) Adopt and enforce reasonable rules and regulations for the use of the Common Area, as well as all matters impacting the Park.

(b) Reasonably limit the number of persons using the Common Area.

(c) Remove any vehicle within the Park parked in violation of this Restated Declaration or the Rules and Regulations of the Board in accordance with the provisions of California *Vehicle Code* Section 22658, any California law, and any amendments thereto.

(d) Suspend the voting rights of any Owner, cable television service to a Recreational Vehicle Lot (but only if the Association has entered into a bulk cable agreement for the Property), and the rights of any Owner, and the Persons deriving rights from any Owner, to use and enjoy the Common Area for any period during which the Owner is delinquent in the payment of any Assessment, fine or monetary penalty, or as otherwise provided in the Governing Documents.

(e) Cause the construction of additional improvements in the Common Area, or to cause the alteration or removal of existing improvements on the Common Area.

(f) Approve any proposed alteration of or modification to the Common Area, or Recreational Vehicle Lot.

5.2.5 The Association may grant to third parties easements in, on and over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, or other purposes reasonably related to the operation of the Park, and each Owner, in accepting his/her/its deed to the Recreational Vehicle Lot, expressly consents to these easements. However, no such easement may be granted if it would unreasonably interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his/her/its Recreational Vehicle Lot.

5.2.6 Notwithstanding the easement rights or other rights contained herein, an Owner who has sold his/her/its Recreational Vehicle Lot to a contract purchaser or who has leased or rented the Recreational Vehicle Lot shall be deemed to have delegated his/her/its rights to use and enjoy the Common Area to the contract purchaser or tenant who resides in the Owner's Recreational Vehicle Lot, subject to reasonable regulation by the Board.

5.2.7 All utilities designed to serve one Recreational Vehicle Lot, but located outside the boundaries of the Recreational Vehicle Lot, is allocated exclusively to the Recreational Vehicle Lot. The Owner of said Recreational Vehicle Lot shall be entitled to reasonable access to the Common Area/Exclusive Use Common Area for the purpose of maintaining these utilities and further subject to the consent of the Association and to any other conditions reasonably imposed by the Association. The Association's consent shall not be unreasonably withheld.

5.2.8 The Board shall have the right to allow one or more Owners to exclusively use portions of the Common Area, for any reason identified within California *Civil Code* §1363.07 or any successor statute thereto, as well as upon approval of a majority of a quorum of the members.

5.3 **General Restrictions on Use.** In exercising the right to occupy or use a Recreational Vehicle Lot or the Common Area and its improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees shall not do any of the following:

5.3.1 Attempt to further subdivide a Recreational Vehicle Lot without obtaining the prior approval of the Association.

5.3.2 Except as permitted in Section 5.4, occupy or use a Recreational Vehicle, or permit all or any part of a Recreational Vehicle Lot to be occupied or used, without Board approval, for any purpose other than as a private residence. No tent, shack, trailer (excepting Recreational Vehicles), pick up trucks with camper shells, camper shell slide-ins, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

5.3.3 Permit anything to obstruct the Common Area or store anything on the Common Area without the prior written consent of the Board, except as otherwise provided in the Governing Documents.

5.3.4 Perform any act or keep anything on or in any Recreational Vehicle Lot or in the Common Area that will increase the rate of insurance for the Park without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept in his/her/its Recreational Vehicle Lot or in the Common Area that would result in the cancellation of insurance on any Recreational Vehicle Lot or on any part of the Common Area or that would violate any law.

5.3.5 Disconnect, damage, tamper with or otherwise modify any Protection system, including, but not limited to fire sprinklers, fire alarms and electrical control panel.

5.3.6 Except for petroleum products already in the engine/gas tank of the Recreational Vehicle, store gasoline, kerosene, cleaning solvents, or other flammable liquids or substances, or any toxic or hazardous materials on the Common Area or in any Recreational Vehicle Lot, provided, however, that reasonable amounts of these liquids, substances or materials may be placed in appropriate containers and properly stored on a Recreational Vehicle Lot. All rubbish, trash, and garbage shall be regularly removed from

the Recreational Vehicle Lot consistent with the Association's Rules and Regulations, and shall not be allowed to accumulate anywhere within the Park. In no event shall trash be maintained so as to be visible from any adjacent Recreational Vehicle Lot or Common Area.

5.3.7 Erect or display any for sale/for lease sign on or from any Recreational Vehicle Lot except as allowed by Sections 712 and 713 of the California *Civil Code*. Erect or display other signs on the Common Area, Recreational Vehicle Lot, and/or Exclusive Use Common Area, except as permitted in the Rules and Regulations and/or required by California law.

5.3.8 Except as otherwise permitted by federal or state law, erect or display any radio or television antenna, satellite dish or other equipment or apparatus for transmitting or receiving transmissions which is visible from any street, Recreational Vehicle Lot, or the Common Area, unless otherwise permitted by the Architectural Committee of the Association.

5.3.9 No animals or pets may be kept on any Recreational Vehicle Lot except as designated by the Rules and Regulations as posted from time to time. Notwithstanding the foregoing, no pets may be kept within the Park which are obnoxious or annoying to other Recreational Vehicle Lot Owners. No animals or pets shall be allowed in the Common Area except as may be permitted by Rules of the Board. Each person bringing, keeping or permitting another person to bring or keep a pet or other animal within the Park shall be liable to the other Owners, their family members, guests, invitees for any damage to persons or property proximately caused by the pet brought or kept within the Park. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Restated Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet or other animal. Unless approved by the Board of Directors, no structures for the care, housing or confinement of pet or other animal in any Recreational Vehicle Lot shall be maintained so as to be visible from a neighboring Recreational Vehicle Lot. No pets or other animals shall be permitted upon the Common Area except as controlled on a leash or similar device held by its Owner or his agent. No pet or other animal shall be left chained or otherwise tethered outdoors within a Recreational Vehicle Lot or in the Common Area. Pet or other animal owners shall be responsible for the prompt removal and disposal of animal wastes deposited by their animals in the Park. Each person bringing or keeping a pet or other animal within the Park shall be solely responsible for the conduct of the Owner's pet or other animal.

5.3.10 Engage in any illegal, noxious or offensive activity in any part of the Park, or do any act which unreasonably threatens the health, safety and welfare of other residents of the Park. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the subdivision, and no odor shall be permitted to arise therefrom, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any one property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except for security devices used exclusively for security purposes, shall be located, used or placed on any such Recreational Vehicle Lots.

5.3.11 Alter, attach, construct, or remove anything on or from the Common Area, except upon the written consent of the Board.

5.3.12 Keep or maintain any fixture, personal property or other object within the Recreational Vehicle Lot which interferes with the quiet enjoyment of adjacent Recreational Vehicle Lots and/or which may be in violation of any Rules duly adopted by the Board.

5.3.13 Shall not conduct, maintain, or permit on any part of the Park any industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational, or otherwise, except for home occupation use in compliance with this Restated Declaration and in particular, Section 5.4.

5.3.14 Allow his/her/its Recreational Vehicle Lot to 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 time-share project, time-share estate, and/or time-share use (as those terms are defined under *Business and Professions Code* § 11003.5 or any successor statute thereto); any qualified resort vacation club (as those terms are used under *Business and Professions Code* § 10260, *et seq.*); or any agreement, plan, program or arrangement under which the right to, use, occupy, or possess the Recreational Vehicle Lot in the 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; provided, this section shall not be construed to limit the personal use of any Recreational Vehicle Lot in the Park by any Owner or his/her social or familial guests or his tenants under leases created in accordance with this Restated Declaration.

5.3.15 **Power Equipment and Car Maintenance.** The use of power equipment, operation of hobby shops and/or performance of vehicle maintenance shall only be permitted on the Park in accordance with the Rules and Regulations adopted by the Board from time to time.

5.3.16 **Number of Recreational Vehicles per Recreational Vehicle Lot.** No more than one (1) Recreational Vehicle shall be attached to utilities and/or occupied on each Recreational Vehicle Lot.

5.3.17 **Requirements for Recreational Vehicle Placement.** No Recreational Vehicle may be placed on any Recreational Vehicle Lot until approved in writing by the Board as to site, condition and appearance. Said Recreational Vehicle must have complete sanitary facilities, including, among others: a toilet, wash basin, tub or shower, kitchen sink and must be connected to sewage outlets in conformity with State and local health requirements.

5.3.18 **Laundry Drying.** All drying wash must be hung, if at all, in an enclosed area not visible from any portion of the Common Area and/or adjacent Recreational Vehicle Lot.

5.3.19 **On-Site Manager Home/Unit.** One residential unit for an on-site manager may be located on one of the Two Hundred Twelve (212) Recreational Vehicle Lots (RV Lots).

5.3.20 **Utility Line Placement.** All utility lines within the Park must be underground.

5.4 **Home Occupation.** Owner or his/her/its tenant may operate a business within the Recreational Vehicle located on the Recreational Vehicle Lot (hereinafter "home occupation"), provided that the home occupation does not interfere with the quiet enjoyment by other Recreational Vehicle Lot Owners of their Recreational Vehicle Lot and such does not involve entry of guests and/or invitees for use of Park's water or sewer. Conduct of the home occupation shall require approval by both the City of Blythe and the Association, which shall be sought via submission of an application form as approved from time to time by the Board of Directors.

5.4.1 All home occupations shall comply with the Rules and Regulations adopted by the Board of Directors, but shall include at a minimum the following:

- (a) All employees shall be members of the resident family and shall reside on the premises;
- (b) There shall be no direct sales of products or merchandise;
- (c) There shall be no displays, inordinate amount of delivery of mail or merchandise;

(d) There shall be no advertising (including in any telephone book) which identifies the home occupation by street address;

(e) Pedestrian and vehicular traffic will be limited to that normally associated with residential districts;

(f) The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises beyond those commercial vehicles normally associated with residential uses;

(g) No more than fifteen percent (15%) of the Recreational Vehicle may be used for storage of materials and supplies related to the home occupation;

(h) There shall be no outdoor storage of materials or equipment, nor shall merchandise be visible from outside the Recreational Vehicle;

(i) The home occupation shall be confined within the Recreational Vehicle;

(j) The appearance of the Recreational Vehicle shall not be altered nor the occupation within the Recreational Vehicle be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emissions of sounds, noises and vibrations;

(k) No use shall create or cause noise, dust, vibration, odor, smoke, glare, or electrical interference or other hazards or nuisances;

(l) Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises; and

(m) If the home occupation is to be conducted on rental property, the Owner's written authorization for the proposed use shall be obtained prior to the approval of the home occupation.

5.4.2 A home occupation approval may be revoked or modified upon thirty (30) days' written notice by the Association if a majority of the Board of Directors, at its discretion, determine any one of the following findings can be made:

(a) That the use has become detrimental to the quiet enjoyment of any Owner within the Park and/or constitutes a nuisance;

(b) That the use has become detrimental to the Association and/or any Owner based on any health or safety concern;

(c) That the approval was obtained by the applicant by a misstatement of facts;

(d) That the home occupation is generating pedestrian or vehicular traffic and/or parking concerns;

(e) That the applicant is advertising the home occupation by identification of the street address either in a telephone book or any other form;

(f) That the use is in violation of any statute, ordinance, law or regulation.

5.4.3 In order to secure the integrity and purpose of this policy, home occupations shall be reviewed and monitored on an annual basis or sooner if the Board deems it necessary or suspects a violation of this policy.

5.5 Leases and Rental Requirements.

5.5.1 All leases or rental agreements must be in writing.

5.5.2 All leases or rentals must be for the entire Recreational Vehicle Lot and not merely parts thereof.

5.5.3 All leases or rentals shall be subject in all respects to the Governing Documents, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease or rental agreement which may be cured by eviction of the tenant either by the Owner or the Association.

5.5.4 An Owner who leases or rents his/her/its Recreational Vehicle Lot shall immediately notify the Association in writing of the names of all Renter(s) and other persons using such Recreational Vehicle Lot ("Users") pursuant to any lease/rental agreement by forwarding a copy of the Park's Lot Rental Registration Form to the Office Manager in the Association's office. All Renters must have at least one (1) Qualifying Resident and the other Renters/Users must be Qualified Permanent Residents as those terms are defined Under Article 8 of this Declaration, irrespective of the length of time of such rental agreement/use.

5.5.5 All Owners leasing or renting their Recreational Vehicle Lot shall promptly notify the Association of the address and telephone number where such Owner can be reached.

5.6 Recreational Vehicle Lot Modification. Subject to other applicable restrictions contained in the Governing Documents, Owners may modify their Recreational Vehicle Lots subject to the following:

5.6.1 Modifications or alterations of the Recreational Vehicle Lot must have the prior written consent of the Board or duly appointed Architectural Committee, including any modifications to facilitate handicapped access as provided by Section 1360 of the California *Civil Code*. Any approval of such handicapped access modification may be conditioned on such modification's removal, by the Owner at his/her/its sole expense, once the handicapped access is no longer necessary for the Recreational Vehicle Lot.

5.6.2 Except as provided by the Governing Documents, Owners shall not have the right to paint, decorate, remodel or alter any Common Area, without the prior written consent of the Board.

5.7 Damage Liability. Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property if the damage is sustained because of conduct by the Owner or the Owner's family, guests, tenants, contract purchasers, or invitees. In the case of joint Ownership of a Recreational Vehicle Lot, the liability of the co-Owners shall be joint and several, unless the co-Owners and the Association have agreed in writing to an alternative allocation of liability.

5.8 Parking and Vehicle Restrictions. The Board of Directors shall have the right to promulgate rules and regulations related to vehicle and parking as it deems necessary from time to time. Unless otherwise expressly permitted by the Board:

5.8.1 Only golf carts, ATVs, conventional passenger vehicles and Recreational Vehicles are permitted to park within the Park. Except for temporary parking, all vehicles of Residents must be parked on such Resident's Recreational Vehicle Lot and not in any Guest parking areas, designated from time to time by the Board of Directors. Guests may only park in the Guest parking areas provided they obtain a parking permit from the Association office.

5.8.2 There shall be no parking or storage of boats, tent trailers, camper shells and similar equipment.

5.8.3 Except for Temporary Parking, no commercial vehicles nor equipment are to be parked or stored within the Property (except vehicles or equipment for the maintenance of the Common Area facilities).

5.8.4 Except as permitted by the Board of Directors, no motorized vehicle may be dismantled, rebuilt, repaired, abandoned, disabled, serviced or repainted within the Park. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and general vehicle maintenance such as oil change and similar maintenance that can be accomplished in one (1) day.

5.8.5 There shall be no loud noises or noxious odors from motor vehicles (including motorcycles, off-road vehicles, conventional passenger vehicle or commercial vehicles), which may unreasonably interfere with the quiet enjoyment of the Park.

5.8.6 "Temporary parking" shall mean parking for a short period of time for the purposes of furnishing services to an Owner or for loading and unloading purposes related to the Owner(s)' Recreational Vehicle Lot. Temporary parking shall only be permitted during normal business and construction hours as may be identified by the Association from time to time. Except as permitted by the Board of Directors, there shall be no temporary parking overnight within any portion of the Park.

5.8.7 As used in this Section, "conventional passenger vehicles" shall be defined to be station wagons, family sedans, compacts, sport utility vehicles, subcompacts, and similar passenger vehicles, as well as pick-up trucks having a manufacturer's rating or payload capacity of 1.5 ton or less, and passenger vans designed to accommodate eight (8) or fewer people.

5.8.8 As used in this Section, "commercial vehicle" shall be defined as a truck having a manufacturer's rating or payload capacity of greater than 1.5 ton, passenger vans designed to accommodate nine (9) or more people, and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which trucks, materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition.

5.8.9 The Board may adopt rules for the regulation of the admission of vehicles (including but not limited to motorcycles, mopeds, motor scooters, and other motorized vehicles with less than four wheels) and parking of vehicles within the Park, including the assessment of charges to Owners who violate or whose invitees violate, such rules. Any charges so assessed shall be Enforcement Assessments.

ARTICLE 6 — REPAIR AND MAINTENANCE

6.1 **General.** The Association and all Owners have a shared responsibility to fulfill the maintenance requirements imposed by the Governing Documents. For purposes of this Article "maintenance" shall include without limitation, painting, weatherproofing and cleaning to keep a clean, safe and sanitary condition necessary to preserve the attractive appearance of each Recreational Vehicle Lot and the Park and protect the values thereof. The Board shall have the power to determine the standards of such maintenance.

6.2 **Failure to Maintain.** In the event an Owner fails to maintain the areas described herein pursuant to the standards set by the Board, the Board may notify the Owner of the work required and request that the same be done within a reasonable time from the giving of such Notice. In the event the Owner fails to carry out such maintenance within said time period, the Board may, following notice and a hearing, cause such work to be done and the cost 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).

6.3 Maintenance by Owner. Except as specifically allocated as a maintenance and repair responsibility of the Association pursuant to Section 6.4, each Owner shall be responsible for the maintenance, repair and replacement of his/her/its Recreational Vehicle Lot and all improvements located thereon, Exclusive Use Common Areas appurtenant to the Recreational Vehicle Lot, and those items located anywhere within the Park which are used exclusively by that Owner.

6.4 Maintenance by Association. Except as specifically allocated as a maintenance and repair responsibility of the Owner pursuant to Section 6.3, the Association shall be responsible for the maintenance, repair and replacement of the Common Area, as well as any other item allocated to the Association pursuant to this Section, or, if there is no such allocation, all Common Area items which do not constitute Exclusive Use Common Area under this Restated Declaration or under California law, including the following:

6.4.1 All Association amenities, including the Clubhouse, pool, spa, laundry areas and related recreation facilities.

6.4.2 Except for landscaping located within the Exclusive Use Common areas, all Common Area landscaping, including trees, shrubs, lawns, drainage facilities and the irrigation system.

6.4.3 All furnishings, equipment and property that is owned by, or may be acquired by the Association.

6.4.4 The maintenance and repair of all Common Area pavement, whether concrete, asphalt or otherwise, and all unassigned parking areas.

6.5 Water Intrusion Damage. Notwithstanding any other provision in the Governing Documents, each Owner shall be solely responsible for causing the repair or replacement of any damage (including but not limited to mold rehabilitation and remediation) to any and all items of his/her/its Recreational Vehicle/Recreational Vehicle Lot and the cost thereof, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, caused by water intrusion from whatever source. An Owner may obtain and maintain such insurance, at his/her/its sole expense, to protect against any damage or loss of property due to water intrusion, or the cost of repair or replacement of damaged items for which such Owner is responsible. The Association shall not be liable for damage to property in the Park resulting from water which may leak or flow from outside of any Recreational Vehicle Lot or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, agents or employees.

6.6 Rights of Disabled. Subject to Architectural Committee approval, each Owner may modify his/her/its Recreational Vehicle Lot and the route leading to the front door of his Recreational Vehicle, at his/her/its sole expense to facilitate access to his Recreational Vehicle by persons who are blind, visually impaired, deaf or physically disabled or to alter conditions which could be hazardous to such persons, in accordance with California *Civil Code* Section 1360 or any other applicable law.

ARTICLE 7 — ARCHITECTURAL AND DESIGN CONTROL

7.1 General. Any change or improvement to the Recreational Vehicle Lot and/or any improvement located thereon (except the interior of any Recreational Vehicle or any other vehicle), or any Exclusive Use Common Area, shall be governed by this Article. Changes or improvements to the Common Area by the Association do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by, the Board. The Board may establish an

Architectural Committee as provided herein to assist the Board in reviewing architectural submittals, and to provide recommendations to the Board with regard to approval or disapproval of any submittal.

7.2 Architectural Changes Not Requiring Prior Approval. Nothing contained herein shall be construed to limit the right of an Owner to (1) make minor repairs to the Recreational Vehicle Lot; (2) make landscaping changes which do not alter the aesthetics of the Recreational Vehicle Lot.

7.3 Architectural Changes Requiring Prior Approval. Except as noted in Section 7.2, nothing may be erected, placed or planted on the Recreational Vehicle Lot or on the Common Area by any Owner, including any building, fence, wall, obstruction, outside or exterior wiring, screen, patio, patio cover, tent, awning, trellis, tree, shrub or other landscaping, or any improvement or structure of any kind without the prior written approval of the Board. Additionally, prior written approval by the Board shall be required for any alteration, modification, painting or other change or addition to any existing improvement or landscaping.

7.4 Procedure for Obtaining Approval of Architectural Changes. The procedure for obtaining approval of any architectural change shall be as follows:

7.4.1 Complete plans and specifications showing the nature, kind, shape, color, size, height, materials to be used and location of any proposed improvements, alterations or landscaping, as well as the proposed contractor and any other information as required by the Board, shall be prepared by the requesting Owner and submitted to the Architectural Committee.

7.4.2 The Architectural Committee shall review the submission and make a recommendation to the Board of Directors of any such submission, including the reasons for any recommendation and also forward a copy of such recommendation to the requesting Owner within fifteen (15) days of receipt of such submission.

7.4.3 In the event the Architectural Committee fails to provide a recommendation to the Board of Directors within fifteen (15) days of receipt of a completed application (or any extension thereof as provided below), the requesting Owner may submit his/her application to the Board of Directors for review ("Direct Submission"). Such failure by the Architectural Committee shall not be deemed approval of the architectural application / submission. The Architectural Committee shall have the right to extend this fifteen-day time line for an additional fifteen (15) days upon written notice to the Owner. Within thirty (30) days of the Board of Directors' receipt of the Architectural Committee's recommendation (or a Direct Submission), the Board of Directors shall approve, disapprove or approve with conditions the Owner's architectural submission. In considering any architectural submittal in conformance with the Architectural Guidelines, if the Board of Directors denies an Owner's architectural request, the requesting Owner shall have a period of fifteen (15) days to request a hearing, in which case the Board of Directors shall review the requesting Owner's architectural submission at an open Board meeting and render a decision within sixty (60) days of receipt of the hearing request. All approvals by the Board of Directors must be in writing and there shall be no deemed approvals based on any failure by the Board of Directors to act within a certain timeframe. Oral approvals shall not be deemed effective.

7.4.4 Once an Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time.

7.5 Inspection of Work. The Board may require that final approval of an architectural submittal be conditioned upon an inspection of the completed work. Provided a final inspection is required, the Owner shall be responsible for the costs associated therewith. After such inspection, the Board shall provide the Owner with written notice of either a letter of completion or a letter of noncompliance, setting forth either: (a) all improvements made and other work completed by said Owner complies with the Governing Documents, or (b) such improvements or work do not so comply, in which event the notice shall identify the non-compliance improvements or work and set forth with particularity the basis of such non-compliance. In the event the work is found not to comply with the Governing Documents, the Owner shall promptly correct such

deficiency and reapply for another inspection, or shall remove the proposed improvement and return the area to its original condition.

7.6 Standard of Architectural Review. An architectural submittal made by an Owner shall be reviewed for conformity with the Architectural Guidelines. Additional factors to be considered include, but are not limited to, the quality of proposed workmanship, the design and harmony of the improvement with existing structures, the location of the improvement in relation to surrounding structures, topography, and finish grade elevation, Owner and contractor insurance coverage, compliance with governmental permit requirements and contractor license status.

7.7 Architectural Guidelines. The Board may, in its sole discretion and by majority vote, adopt, amend and repeal, as it deems necessary, rules and regulations to be known as "Architectural Guidelines." Said Architectural Guidelines shall interpret and implement the provisions of this Article by setting forth the standards for review by the Board and Architectural Committee and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Park, provided, however, that said Architectural Guidelines shall not be in derogation of the standards required by this Restated Declaration. The Architectural Guidelines may also address the information which is required to be presented in connection with an architectural submittal.

7.8 Variances from Architectural Guidelines. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a majority of the Board of Directors, and shall become effective upon Recordation. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Restated Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his/her/its Recreational Vehicle Lot.

7.9 Architectural Committee. The Architectural Committee shall consist of three (3) to seven (7) members, formed as follows:

7.9.1 The Board shall have the right and the duty to appoint all of the members of the Committee.

7.9.2 Members appointed to the Committee by the Board shall be Members of the Association.

7.9.3 Members shall be appointed for terms as prescribed by the Board, provided that no term may be less than one (1) year. Notwithstanding the foregoing, all members of the Committee may be removed by the Board at any time with or without cause.

7.9.4 The Committee shall meet as often as it deems necessary to properly carry out the obligations imposed upon it, unless otherwise directed by the Board.

7.9.5 The Architectural Committee's recommendation required by this Restated Declaration must be decided by a majority vote of the Committee in attendance, provided, however, that if the Committee has only five members, at least two members must approve the proposed recommendation, and if the Committee consists of more than five members, at least three members must approve the proposed recommendation. (These are the minimal votes necessary and would still require a majority of the members in attendance of the Committee to approve the recommendation.) If the Committee determines to take action

through written consent, at least a majority of the entire Committee shall be required to execute the written consent before the Committee's recommendation shall be effective.

7.10 Compensation. The members of the Board and Architectural Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder.

7.11 Liability. Neither the Board, the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the recommendation, approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any property within the neighborhood, or (d) the execution and filing of a certificate, pursuant to Section 7.12.6 below, whether or not the facts therein are correct, provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him or her.

7.12 Enforcement. In addition to other enforcement remedies set forth in this Restated Declaration, the Board shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section.

7.12.1 No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.

7.12.2 The Board shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required to the extent that it has not been approved by the Board or if it does not conform to the plans and specifications submitted to the Board.

7.12.3 If the Owner fails to remedy any noticed noncompliance within the time frame identified by the Association, the Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall not be less than ten (10) days after the notice of the noncompliance is issued by the Board to the Owner, and to any other interested party.

7.12.4 At the hearing, the Owner and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance.

7.12.5 If a noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant.

7.12.6 If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board at its option, may pursue all legal and equitable remedies available to remedy or remove the noncomplying improvement and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, the Board shall recover such expenses through the levy of an enforcement assessment against such Owner. In addition to all of the remedies available to the Association and to the extent permitted by California law, the Association has the right to record in the office of the Riverside County Recorder a Notice of Non-Compliance against the Recreational Vehicle Lot of the Owner who fails to take the corrective action as described above. This Notice shall remain against the Recreational Vehicle Lot until the corrective action has been taken, as determined by the Board of Directors, at which time the Association will record a Release of said Notice.

7.12.7 The approval of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring approval under this Restated Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for improvements, the size of the structure, proximity to other residences or the Common Area and other factors may be taken into consideration by the Board or Committee in reviewing a particular submittal.

7.12.8 If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

7.13 **Non-Compliance with Laws.** Neither the Association, the Board nor the Architectural Committee shall be responsible for any non-compliance with any governmental law, rule or regulation of any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications recommended by the Architectural Committee and/or approved by the Board or any defect in any conditions or requirements they may have imposed with respect thereto.

7.14 **Approval by City.** Prior to commencing any alteration or improvements approved by the Association, the Owner shall comply with all appropriate governmental laws and regulations. The Association shall not be obligated to enforce the provisions of this Section. Approval by the Association shall not be considered to satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction, nor shall the approval of any governmental entity be considered to completely satisfy the requirement of Association approval. An Owner's failure to obtain such governmental approval may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Association, which penalties shall be the responsibility of such Owner.

ARTICLE 8 — AGE RESTRICTIONS

8.1 **Senior Housing Designation.** The Association shall be and is a senior housing community intended and operated for occupancy within each Recreational Vehicle Lot by at least one person ("Qualifying Resident") who is fifty-five (55) years of age or older. It is intended by this provision that Rancho Ventana RV Resort Community Association, Inc. qualify for the "Housing for Older Persons" exemption as that term is defined from time to time under federal law, pursuant to the *Fair Housing Amendments Act of 1988* (42 U.S.C. 3604), any amendments thereto and/or any successor statute (hereinafter "the Act"), as well as any applicable state law.

8.1.1 At least one Qualifying Resident must occupy the Residential Vehicle Lot. Additionally, all other persons occupying a Recreational Vehicle Lot with the Qualifying Resident must either be Qualifying Resident or Qualified Permanent Residents, as defined herein.

8.1.2 This section applies to occupancy of a Recreational Vehicle Lot and does not limit the age of the Owner of any Residential Unit or Lot.

8.2 **Qualified Permanent Resident.**

8.2.1 "Qualified Permanent Resident" shall mean a person over the age of forty-five (45) years who is a Resident with a Qualifying Resident within the same Recreational Vehicle Lot. Additionally, Qualified Permanent Resident shall also mean or refer to a person less than forty-five (45) but at least the age of eighteen (18) years of age who occupies the same Recreational Vehicle Lot at the same time with a Qualifying Resident, provided that he/she is a spouse, cohabitant, or is a person ("Support Person") providing primary physical or economic support to the Qualifying Resident as defined in *Civil Code* § 51.11.

A *Qualified Permanent Resident* shall also mean a person who is hired to provide live-in, long term, or terminal health care to the Qualifying Resident.

8.2.2 Upon the death of the Qualifying Resident, the dissolution of the Qualifying Resident's marriage with the Qualified Permanent Resident, or the hospitalization or other prolonged absence of the Qualifying Resident, any Qualified Permanent Resident who was residing with such Qualifying Resident AND who is at least forty-five (45) years of age or was a spouse or cohabitant shall be entitled to continue to occupy the Recreational Vehicle Lot, provided that such continued occupancy does not affect the exemption from the federal law as it then exists.

8.3 Any person not meeting the foregoing occupancy requirements of this Section shall not be entitled to reside on or within any Residential Vehicle Lot, but may only visit as a *Guest* as that term is defined herein, subject to the time limitation denominated herein.

8.4 **Owner Maintenance of a Recreational Vehicle Lot.** An Owner of a Recreational Vehicle Lot who does not qualify to reside within the Park as a Qualifying Resident or as a Qualifying Permanent Resident may stay within the Park for a short period of time of up to fourteen (14) consecutive days and no more than thirty (30) cumulative days in any twelve (12) month period for the purposes of maintaining the Recreational Vehicle or the Recreational Vehicle Lot consistent with the requirements of the Association's Governing Documents.

8.5 **Board Responsibility.** The Board of Directors has the responsibility to maintain compliance with the provisions of all federal and state laws for a community that is exempt from the Act and any applicable state law, including: (1) creating rules and regulations as necessary to enforce the provisions of this section; and (2) amending the provisions of this section and any other section in the Governing Documents of the Association that are or may become in conflict with any rulings of federal and state agencies, court decisions, and/or amendments to federal or state law related to Senior Housing.

ARTICLE 9 — INSURANCE

9.1 **Property Insurance.** The Association shall obtain and maintain a property insurance policy that shall provide coverage against losses caused by fire and all other hazards normally covered by a "special form" policy or its equivalent for the insurable replacement value of all of the buildings containing all improvements within the Common Area ("Common Area Property Insurance"). The Common Area Property Insurance shall be, at a minimum, a "bare walls policy," provided, however, that the Association has the right, but not the obligation, to include within the Common Area Property Insurance additional items, such as floor and wall treatments, cabinets, built-in appliances and other fixtures. The amount of any deductible shall be determined by the Board. This insurance shall be maintained for the benefit of the Association and the Owners. If required by any First Mortgagee who notifies the Association of its requirement, and if economically feasible and available, such policies shall contain an agreed amount endorsement, an inflation guard endorsement, and a construction code endorsement.

9.2 **General Liability Insurance.** The Association shall obtain and maintain a policy or policies insuring the Association, its officers, directors, agents and employees, the Owners, and the Owner's invitees, guests, employees, and their agents against any liability for bodily injury, death, and property damage arising from the activities of the Association and its Members, with respect to the Common Area and any property owned by the Association, including but not limited to General Liability Insurance. Limits of liability under the insurance shall not be less than three million dollars covering all claims for death, personal injury, and property damage arising out of a single occurrence.

The limits and coverage shall be reviewed at least annually by the Board and increased or decreased in its discretion. Such policies shall include a provision for at least ten (10) days' prior written notice to the Association of any cancellation or substantial modification.

9.3 Officers and Directors Liability Insurance. The Association shall obtain and maintain one or more policies of insurance which include coverage for individual liability of officers and directors of the Association for negligent acts or omissions of those persons acting in their capacity as officers and directors. Limits of liability under this insurance shall be determined by the Board at its sole discretion, provided, however, that said limits shall not be less than two million dollars.

9.4 Fidelity Bond Coverage. The Association shall also purchase and maintain fidelity bond coverage which names the Association as an obligee, for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. If there is a management agent who handles Association funds, such agent shall also be covered by a fidelity bond. As long as commercially available for a reasonable price, the Association should require coverage equal to the estimated maximum amount of funds in the custody of the Association or its managing agent at any given time during the term of each bond; provided, however, that there shall be no requirement to obtain any fidelity bond in excess of \$750,000. The bonds must contain a provision that they may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

9.5 Other Association Insurance. The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Association also may purchase and maintain a blanket policy of flood insurance, and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Park and a decision not to rebuild. The Association may purchase such other insurance the Board considers necessary or advisable, including earthquake insurance coverage. The Association shall have the authority, but not the obligation, to obtain earthquake insurance coverage for the Insured Property. Any earthquake insurance coverage provided shall be in an amount recommended by one or more reputable insurance brokers or consultants. Additionally, the Board of Directors must have the prior approval of a majority of a quorum of the members before choosing to cancel or not renew any existing earthquake insurance policy for the Insured Property.

9.6 Qualifications of Insurance Carriers. All insurance provided under Section 9.1, 9.2, and 9.3 of this Article must be written by an insurance carrier which meets the FNMA requirements for a "Best's Insurance Rating".

9.7 Failure to Acquire Insurance. 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 any 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 entitled to notice that the specific insurance will not be obtained or renewed.

9.8 Trustee for Policies. The Association, acting through its Board, is appointed and shall be deemed trustee of the interests of all named insured under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in Article 10 herein. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.

9.9 Individual Insurance. An Owner should separately insure his/her/its real and personal property, and should obtain and maintain personal liability and property damage liability insurance for his/her/its Recreational Vehicle Lot. Each Owner is responsible for integrating his/her/its personal insurance with the Association's insurance to confirm that such Owner's property will be protected in the event of a loss.

9.10 **Insurance Premiums.** Insurance premiums for any insurance coverage obtained by the Association shall be included in the regular or special assessments.

9.11 **Insurance Policy Deductibles.** As provided in this Article, the Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a loss for which Association insurance coverage is used, the responsibility for payment of any deductible shall be as follows:

9.11.1 Owners shall be responsible for the cost of any deductible if the damage or loss occurs to an item of his/her/its personal property and/or any damage to any portion of his/her/its Recreational Vehicle Lot, as well as any property damage which is based upon an occurrence located in an area for which the Owner is responsible to maintain.

9.11.2 The Association shall be responsible for the cost of any deductible if the damage or loss occurs to any item owned by the Association, or for any property damage located within that portion of the Common Area which is within the Association's maintenance responsibility.

9.11.3 The foregoing notwithstanding, if the damage or loss is caused by the negligence or misconduct of any Owner, or Resident, Guest, tenant or invitee of an Owner, the responsible Owner shall be liable for the cost of the deductible.

9.12 **Owner Notification of Insurance.** In accordance with Section 1365.9 of the California *Civil Code*, or any successor statute or law, the Association shall, upon issuance or renewal of insurance, but no less than annually, notify the Owners as to the amount and type of insurance carried by the Association. The notice shall include a statement regarding whether the Association is or is not insured to the levels specified by California *Civil Code* Section 1365.9, and that if not so insured, Owners may be individually liable for the entire amount of a judgment, and if the Association is insured to the levels specified, then Owners may be individually liable only for their proportional share of assessments levied to pay the amount of any judgment which exceeds the limits of the Association's insurance. The Association shall be required to comply with the provisions of this Section to the extent it is required by California *Civil Code* Section 1365.9 or any successor statute or law.

ARTICLE 10 — DAMAGE OR DESTRUCTION

10.1 **Duty to Restore.** A portion of the Common Area for which insurance carried by the Association is in effect, that is damaged or destroyed, must be repaired or replaced promptly by the Association unless:

10.1.1 The Park is terminated.

10.1.2 Repair or replacement would be illegal under a state statute or municipal ordinance.

10.1.3 Seventy-five percent (75%) of Owners, including each Owner of a Recreational Vehicle Lot that will not be rebuilt, vote not to rebuild.

10.2 **Cost of Repair.** Except as otherwise provided in this Restated Declaration, any cost of repair or replacement in excess of insurance proceeds and any applicable reserve for the building component to be rebuilt shall be a common expense, levied against Recreational Vehicle Lots in the same proportion as regular assessments are levied.

10.3 **Repair Plans.** The Common Area must be repaired and restored in accordance with either (a) the original plans and specifications, updated as required to reflect applicable building codes, or (b) other plans and specifications which have been approved in writing by the Board and a majority of Owners.

10.4 **Uninsured Loss.** The Board shall have the duty to repair and reconstruct all Common Areas without the consent of Members in all cases of partial destruction, unless the amount of any uninsured loss exceeds One Hundred Thousand Dollars (\$100,000). In such cases wherein the uninsured loss exceeds One Hundred Thousand Dollars (\$100,000), the Board shall have the duty to repair and reconstruct only those portions of the Common Areas related to the uninsured loss if a majority of a quorum of the members approves such reconstruction for the uninsured loss areas. In the case of such uninsured loss for which members approve such reconstruction or repair, all Recreational Vehicle Lots shall be assessed a special assessment for their equal portion of any such uninsured loss. The Board may waive this absolute duty to repair by a unanimous vote, which shall be duly noted in the minutes of the meeting at which the vote was taken, and shall be communicated to Owners.

ARTICLE 11 — EMINENT DOMAIN

11.1 **Common Area Taking.** 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 Recreational Vehicle Lots are not valued separately by the condemning authority or by the court. Proceeds of condemnation, less any costs and fees incurred in collection thereof, shall be distributed among Owners of Recreational Vehicle Lots and their respective Mortgagees according to the relative values of the Recreational Vehicle Lots affected by the condemnation.

11.2 **Substantial Taking.** If there is a substantial taking of the Park (more than fifty percent (50%)), the Owners may terminate the legal status of the Park and, if necessary, bring a partition action under California *Civil Code* Section 1359 or any successor statute, on the election to terminate by fifty-one percent (51%) of the total voting power of the Association. The proceeds from the partition sale, less any costs or fees incurred in collection thereof, shall be distributed to the Owners and their respective Mortgagees in proportion to the fair market values of the Recreational Vehicle Lots.

ARTICLE 12 — RIGHTS OF MORTGAGEES

12.1 **General.** 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 on any Residential Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

12.2 **No Right of First Refusal.** This Restated Declaration neither contains nor shall be amended to contain any provision creating a "right of first refusal" to the Association before a Residential Lot can be sold. Should any such rights nevertheless be created in the future, such rights shall not impair the rights of any First Mortgagee to: (a) foreclose or take title to a Recreational Vehicle Lot pursuant to the remedies provided in the mortgage, (b) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (c) sell or lease a Recreational Vehicle Lot acquired by the Mortgagee.

12.3 **Unpaid Dues or Charges.** Except as otherwise provided by statute, where the Mortgagee of a first Mortgage of record or other purchaser of a Recreational Vehicle Lot obtains title to the same pursuant to the remedies in the Mortgage or as a result of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or Assessments made by the Association chargeable to such Recreational Vehicle Lot which became due prior to the acquisition of title to such Residential Vehicle Lot by such acquirer.

12.4 **Action Requiring Mortgagee Approval.** Except as provided by statute in case of condemnation or substantial loss to the Recreational Vehicle Lot and Common Area, unless at least fifty-one percent (51%) of the First Mortgagees (based upon one (1) vote for each mortgage owned) have given their prior written approval (as defined in Section 14.3), the Association and/or the Owners shall not be entitled to:

12.4.1 By act or omission seek to abandon, or terminate the Park as a planned unit development (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).

12.4.2 Change the pro rata interest or obligations of any individual Recreational Vehicle Lot for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of Ownership of each Recreational Vehicle Lot in the Common Area, provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner.

12.4.3 Partition or subdivide any Recreational Vehicle Lot.

12.4.4 By act or omission seek to abandon or partition the Common Area, or any property owned, directly or indirectly, by the Association (the granting of easements by the Association is not a transfer in the meaning of this clause).

12.4.5 Use hazard insurance proceeds for losses to any of the Park (whether to Recreational Vehicle Lots or to Common Area) for other than the repair, replacement or reconstruction of such property.

12.5 **Mortgagees Furnishing Information.** Any Mortgagee can furnish information to the Board concerning the status of any Mortgage.

12.6 **Financial Statement.** Any First Mortgagee shall be entitled, on written request therefor, to have the Association provide an audited financial statement for the immediately preceding fiscal year, which statement shall be furnished within a reasonable time following such request.

ARTICLE 13 — ENFORCEMENT

13.1 **Right to Enforce.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Documents. Each Owner of a Recreational Vehicle Lot shall have a right of action against the Association or any Owner for failure to comply with the provisions of the Governing Documents.

13.2 **Nuisance.** The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in the Governing Documents is violated in whole or in part, is declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner and the Association. Each remedy provided herein shall be cumulative and not exclusive.

13.3 **Failure to Enforce.** Failure by the Association or any Owner to enforce any provisions of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

13.4 **Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the Ownership, occupation or use of any Residential Unit/Lot within the Park is declared to be a violation of the Governing Documents and subject to any or all of the enforcement procedures herein set forth.

13.5 **Compliance with Statute.** All activities to enforce the provisions of the governing documents shall be conducted in accordance with all applicable laws, statutes and ordinances. This Section shall apply to both the Association and to all Owners.

ARTICLE 14 — AMENDMENTS

14.1 Owner Approval of Amendments. This Restated Declaration may be amended by the vote or written consent of an affirmative vote of at least fifty percent (50%) plus one vote of all Owners. Notwithstanding any contrary provision in this Section, the percentage of the voting power necessary to amend a specific clause or provision of this Restated Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that specific clause or provision.

An amendment becomes effective after (a) the approval of the required percentage of Owners has been given, (b) that fact has been certified in the form of a written document executed and acknowledged by an officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association and (c) the document has been recorded in Riverside County.

Notwithstanding the above, if this Restated Declaration includes a reference to a *Civil Code* or *Corporations Code* section that has been renumbered by the Legislature, then the Board of Directors may adopt a Board resolution to amend this Restated Declaration to correct the technical statutory cross reference within the Association's Restated Declaration and, thereafter, distribute a corrected Restated Declaration to the membership.

14.2 Eligible Mortgagee Approval. Except as provided by statute or by other provision of the Governing Documents in case of substantial destruction or condemnation of the Park, the approval of fifty-one percent (51%) of Eligible Mortgagees shall be required to add or amend any material provisions of this Restated Declaration which establish, provide for, govern or regulate:

14.2.1 Assessments, assessment liens or subordination of such liens.

14.2.2 Reserves for maintenance, repair and replacement of the Common Area.

14.2.3 Insurance or fidelity bonds.

14.2.4 An Owner's interest in the Common Area.

14.2.5 Convertibility of Recreational Vehicle Lots into Common Area, or Common Area into Residential Lots.

14.2.6 Imposition of any rights of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his/her/its Recreational Vehicle Lot.

14.3 Eligible Mortgagee Approval Response Time. An Eligible Mortgagee who receives a written request to approve additions or amendments by certified or registered mail, return receipt requested, addressed to the address provided by such Eligible Mortgagee, who does not deliver or post to the requesting party a negative response within thirty (30) days after the notice of the proposed addition or amendment, shall be deemed to have approved such request.

ARTICLE 15 — GENERAL PROVISIONS

15.1 Term. The provisions of this Restated Declaration shall continue in effect for a term of fifty (50) years from the date of execution. Thereafter, it shall be automatically extended for successive periods of ten (10) years, until the membership of the Association decides to terminate it.

15.2 Nonwaiver of Remedies. Each remedy provided for in this Restated Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

15.3 **Severability.** The provisions of this Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision shall not affect the validity or enforceability of any other provision.

15.4 **Binding.** This Restated Declaration, as well as any amendment thereto and any valid action or directive made pursuant to it, shall be binding on the Owners and their heirs, grantees, tenants, successors, and assigns.

15.5 **Interpretation.** The provisions of this Restated Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a planned unit development. Failure to enforce any provision of this Restated Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Restated Declaration.

15.6 **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Restated Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his/her/its Recreational Vehicle Lot with respect to obligations arising from and after the date of the divestment.

15.7 **Fair Housing.** Neither Association nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Residential Unit/Lot to any person on the basis of race, color, sex, sexual-orientation, religion, ancestry, national origin, marital status or physical handicap.

15.8 **Order of Priority.** If there is any inconsistency between any of the following documents, then, in such an event, the order of priority and supersession of any such conflicting and inconsistent language shall be in the order of priority listed below with Subpart (a) having the highest priority and Subpart (d) having the lowest priority:

- (a) This Restated Declaration
- (b) Articles of Incorporation
- (c) Restated Bylaws
- (d) Rules & Regulations, Architectural Guidelines, and Enforcement Procedure

15.9 **Number and Headings.** As used in this Restated Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Restated Declaration, and shall not affect the interpretation of any provision.

15.10 **Attorneys' Fees.** In the event an attorney is engaged by the Board to enforce the Governing Documents, the Association shall be entitled to recover from the adverse party to the controversy its actual attorneys' fees and costs so incurred. In the event litigation and/or Alternative Dispute Resolution is commenced to enforce the Governing Documents, the prevailing party shall be entitled to its attorneys' fees and costs. Said costs and attorneys' fees shall constitute a lien on the Recreational Vehicle Lot which is enforceable pursuant to Article 4 herein. This Section shall also apply to actual attorneys' fees incurred to collect any post-judgment costs.

IN WITNESS WHEREOF, the undersigned has executed this Restated Declaration of Covenants, Conditions and Restrictions this 25 day of March, 2010.

RANCHO VENTANA RV RESORT COMMUNITY
ASSOCIATION, INC.

By: Waverly President

By: Shirley Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On March 25, 2010 before me,

Date

Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

Marissa Perez, Notary Public
Sylvia Waters Hunley, and
Lawrence Warren Orriss

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated Declaration of Covenants, Conditions and Restrictions

Document Date: February 2010

Number of Pages: 31

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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CERTIFICATION

We, the undersigned, do hereby certify:

That we are the duly elected officers of Rancho Ventana RV Resort Community Association, Inc., a California nonprofit mutual benefit corporation.

That the foregoing Bylaws constitute the Restated Bylaws of the Association, as duly adopted by the vote or written consent of Owners of at least fifty-one percent (51%) of the voting power.

IN WITNESS WHEREOF, we have subscribed our names on the date hereunder written.

RANCHO VENTANA RV RESORT COMMUNITY
ASSOCIATION, INC.

Dated: MARCH 25, 2010

By: Waverly
President

Dated: MARCH 25, 2010

By: Alma
Secretary