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DOC # 2014-0543385



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For Recorder's Use

2014 AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
CORONADO SHORES NO. 4
(LAS FLORES TOWER)

A Residential Condominium Community

NOTICE
(Gov. Code §12956.1)

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, 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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**2014 AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
CORONADO SHORES NO. 4
(LAS FLORES TOWER)**

THIS 2014 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made on the day and year hereinafter written, by Coronado Shores Condominium Association No. 4, a California nonprofit mutual benefit corporation ("Association"), with reference to the following Recitals.

RECITALS

A. The Association is a nonprofit mutual benefit corporation whose members are the Unit Owners of all the Condominium Units within that certain real property in the City of Coronado, County of San Diego, State of California, more particularly described as Lot 6, Coronado Shores Map No. 6641, recorded in the Office of the San Diego County Recorder on May 1, 1970, as File/Page No. 75985 ("Las Flores").

B. Las Flores was developed as a Condominium Project, as defined in section 4175 of the California Civil Code, and consists of one hundred and fifty (150) Condominium Units and related Common Areas. Las Flores is part of a master planned community known as Coronado Shores consisting of ten condominium associations each located in a separate tower. All lots and parcels at Coronado Shores are operated as a single common operation insofar as certain common landscaping and recreation facilities (collectively "Landscaping and Recreation Facilities") are concerned. Unit Owners share the costs of all Landscaping and Recreation Facilities with the owners of units in the other nine associations. All owners of living units located on any lot or parcel within Coronado Shores have reciprocal, nonexclusive rights and privileges of using the Landscaping and Recreation Facilities covered by the common maintenance scheme.

C. Ownership of the Condominiums is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the following documents which collectively constitute the Declaration for Las Flores:

1. The Amended, Restated and Superseding Supplemental Declaration of Covenants, Conditions and Restrictions as to Lot 6 Coronado Shores Map No. 6641, recorded September 5, 1997, as File/Page No. 1997-0430913;

AMENDED DECLARATION - CORONADO SHORES #4

2. The 2006 Amendment to the Amended, Restated and Superseding Supplemental Declaration of Covenants, Conditions and Restrictions as to Lot 6 Coronado Shores Map No. 6641, recorded July 10, 2006, as File/Page No. 2006-0483882;

Both of these documents are recorded in the Official Records of the County Recorder of San Diego County, and are hereinafter referred to together as "Declaration," unless the context clearly indicates otherwise.

D. Ownership of the Condominiums is also currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements recorded June 11, 1971, as File/Page No. 123403, which constitutes the "Basic Declaration" for all ten condominium associations within Coronado Shores

The above document and various other documents designating the ten lots within Coronado Shores for inclusion in Coronado Shores are recorded in the Official Records of the County Recorder of San Diego County, and are hereinafter referred to together as "Basic Declaration," unless the context clearly indicates otherwise.

E. The Association now desires to amend and restate the Declaration and replace it in its entirety with this Restated Declaration. The Association further desires that, upon recordation of this Restated Declaration, Las Flores 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 the original Declaration.

F. The Declaration, in Article 16, Section 16.1, provides that it may be amended by the affirmative vote or written consent of 75% of the total 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 Unit Owners has been obtained.

NOW, THEREFORE, the Association hereby declares that all of Las Flores 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 Las Flores. All provisions of this Restated Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon Las Flores, and shall be binding on and for the benefit of all of Las Flores and all parties having or acquiring any right, title, or interest in all or any part of Las Flores, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Condominium.

AMENDED DECLARATION - CORONADO SHORES #4

DECLARATION

ARTICLE 1 - DEFINITIONS

1.1 **"In General"**. Unless otherwise defined herein, capitalized terms or words used in this Restated Declaration shall have the definitions in this Article, or in the Davis-Stirling Common Interest Development Act (California Civil Code section 4000 et seq., hereafter "Civ. Code") or in the California Nonprofit Corporation Law (California Corporations Code section 5002 et seq.). Words not defined in this Restated Declaration, the Act or in the Corporations Code shall be understood in their ordinary and popular sense, as determined by the context in which they are used, unless the context indicates that the term or word is a defined term which was inadvertently not capitalized.

1.2 **"Annual Budget Report"** [Civ. Code § 5300] means the report to be distributed annually which contains the operating budget and other financial information as more fully described in Applicable Law.

1.3 **"Annual Policy Statement"** [Civ. Code § 5310] means the information about Association policies to be distributed annually as more fully described in Applicable Law.

1.4 **"Applicable Law"** means statutes, public laws, ordinances, regulations and rulings of administrative agencies, court rulings having value as precedent and any other requirements having the force of law that are in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the Governing Documents provision in question. Statutes and ordinances specifically referenced in the Governing Documents are "Applicable Law" on the date of the Governing Document, and are not intended to apply to the Community if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more statutes or ordinances.

1.5 **"Architectural Committee"** means the committee, if any, appointed by the Board to assist the Board in reviewing architectural submittals from the Owners.

1.6 **"Architectural Rules"** means the Rules and Regulations regulating modifications and alterations to the Units and Common Area adopted by the Board pursuant to Section 10.5 herein.

1.7 **"Articles"** [Corp. Code § 5035] means the Restated Articles of Incorporation of Coronado Shores Condominium Association No. 4, filed in the Office of the Secretary of State of the State of California on September 4, 1997, as File No. A496893, and any amendments thereto now existing or hereafter adopted.

1.8 **"Assessment" or "Assessments"** means one or all of the Regular, Special, Utility, Individual, and Monetary Penalty Assessments described herein.

1.9 "**Association**" [Civ. Code § 4080] means Coronado Shores Condominium Association No. 4, a California nonprofit mutual benefit corporation created for the purpose of managing a common interest development.

1.10 "**Basic Declaration**" means those documents described in Recital "D" herein which govern the ten condominium associations which constitute Coronado Shores.

1.11 "**Board**" [Corp. Code § 5038] means the Board of Directors of the Association. One or more members of the Board of Directors may be referred to as a "Director" or "Directors."

1.12 "**Budgeted Gross Expenses**" means all expenses identified on the annual operating budget for the fiscal year, including all operating expenses and amounts to be deposited into the reserve accounts, but excluding any amounts budgeted to be expended from the reserve accounts for that fiscal year.

1.13 "**Bylaws**" or "**Restated Bylaws**" means the Bylaws of the Association and any duly adopted amendments thereto.

1.14 "**Capital Expenditure**" or "**Capital Improvement**" means the use of Association funds to construct or build an addition to the Community, where such use of funds is optional under the Governing Documents, rather than mandatory, and is not otherwise required by Applicable Law. For purposes of the Governing Documents, the maintenance, repair or replacement of Improvements within the Community which the Association is obligated to maintain, using materials of similar kind, or using materials which are needed due to changes in building or fire codes or due to discontinued fabrication or unavailability, or using materials that have substantially similar cost over the useful life of the material shall not be considered a Capital Expenditure or Capital Improvement, notwithstanding that such expenditure or Improvement may be considered a Capital Expenditure or Capital Improvement for tax purposes.

1.15 "**Common Area**" [Civ. Code § 4095] means the entirety of Las Flores except all Units as defined in this Restated Declaration and as shown on the Condominium Plan. The Common Area includes unfinished surfaces of perimeter walls, floors and ceilings; the perimeter walls, floors and ceilings; roofs, foundations, central heating, central refrigeration, central air conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, except outlets located within the Unit.

1.16 "**Common Expenses**" means and includes the actual and estimated expenses of operating the Community, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated Common Expenses by or pursuant to the Governing Documents.

1.17 "**Community**" means the common interest development which is a condominium project as described herein and on the Condominium Plan, including all Improvements thereon.

1.18 "**Condominium**" means an estate in real property consisting of a separate interest in a Unit, the boundaries of which are shown and described on the Condominium Plan, a fractional undivided interest as a tenant-in-common in the Common Area, a membership in the Association, and the exclusive right to use any Exclusive Use Common Area appurtenant to the Unit as shown on the Condominium Plan, deed of conveyance or as described herein.

1.19 "**Condominium Plan**" means the Condominium Plan recorded January 26, 1973, as File/Page No. 73-022706 of Official Records of the County Recorder of San Diego County. Condominium Plan shall include any amendments to the above document.

1.20 "**Coronado Shores**" means all of Lots 1, 2, 3, 4, 5 and 6 of Map No. 6641, and Parcels A, B, C and D of Parcel Map No. 1262.

1.21 "**Director**" or "**Directors**" [Corp. Code § 5047] means one or more members of the Board of Directors.

1.22 "**Electronic Transmission**" [Corp. Code §§ 20 & 21] means a communication delivered by facsimile, electronic mail or other means of electronic communication as more fully described in California Corporations Code sections 20 and 21.

1.23 "**Eligible Lender**" 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 Unit number, and requesting notice to which such Eligible Lender is due under the Governing Documents.

1.24 "**Enforcement Committee**" means the committee formed pursuant to the Basic Declaration to manage and maintain the roadways and seawall within Coronado Shores.

1.25 "**Exclusive Use Common Area**" [Civ. Code § 4145] means those portions of the Common Area designated herein for the exclusive use of one or more, but fewer than all, of the Unit Owners and which is appurtenant to a Unit or Units as shown on the Condominium Plan or deed of conveyance and pursuant to the provisions herein. "Exclusive Use Common Areas" and "Restricted Common Areas" shall have the same meaning, and shall consist of balconies, sun decks, storage cages in the garage, and assigned parking spaces as shown and described on the Condominium Plan, and any awnings, window boxes, doorsteps, stoops, exterior doors, door frames, and hardware incident thereto, screens and windows and other fixtures, and internal and external telephone and cable wiring designed to serve a Unit but located outside the boundaries of the Unit.

1.26 **"Governing Documents"** [Civ. Code § 4150] means this Restated Declaration and any other documents such as the Articles, Bylaws, Condominium Plan, Rules and Regulations, or Architectural Rules which govern the operation of the Association.

1.27 **"Improvement"** means any structure or appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, stairs, landscaping, hedges, planted trees and shrubs, poles, and signs.

1.28 **"Landscaping and Recreation Committee" or "L&R Committee"** means the Committee described in Article 4 herein.

1.29 **"Landscaping and Recreation Facilities"** means those certain landscaping and recreation facilities shared by all owners of condominium units in Coronado Shores as more fully described in Article 3 herein.

1.30 **"Las Flores"** means the common interest development which is a condominium project as described herein and on the Condominium Plan, including all improvements thereon.

1.31 **"Lender"** means a person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Lender" 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 Lender" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Condominium or other portions of Las Flores. The term "Beneficiary" shall be synonymous with the term "Lender."

1.32 **"Member"** [Corp. Code § 5056] means every person or entity entitled to membership in the Association as provided in this Restated Declaration and the Bylaws.

1.33 **"Mortgage"** means a mortgage or deed of trust encumbering a Unit or any other portion of Las Flores. "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Unit or other portions of Las Flores.

1.34 **"Notice and Hearing"** [Civ. Code § 5855; Corp. Code § 7341] means notice to an Owner and an opportunity for the Owner to be heard, prior to the imposition of any fine, penalty or other disciplinary measure, in the manner set forth in the Bylaws or other Governing Documents and in compliance with any Applicable Law.

1.35 **"Officers"** means the Officers of the Association appointed by the Board of Directors pursuant to the Bylaws.

1.36 **"Restated Declaration"** means this 2014 Amended and Restated Declaration of Restrictions and any amendments thereto.

1.37 **"Rules and Regulations"** means any Rules and Regulations, including the Architectural Rules, for the Association regulating the use of the Units, Exclusive Use Common Areas, Common Areas, all or any portion of Las Flores and any facilities located thereon adopted by the Board pursuant to Subsection 6.5.2 and Section 10.5 herein.

1.38 **"Shared Facilities"** means the Landscaping and Recreation Facilities, the private roadways within Coronado Shores, and the Coronado Shores seawall.

1.39 **"Unit"** means that portion of a Condominium that consists of a separate interest. "Unit" does not include the other elements of Las Flores. Each Unit shall be a separate freehold estate, as separately shown, numbered, and designated on the Condominium Plan. Each Unit consists of a living area space or spaces bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors, the boundaries of which are described on the Condominium Plan. The Unit includes floor and wall coverings, the outlets of utility installations located within the boundaries of the Unit, and the paint, paper, wax, tile, enamel or other finishes of the walls, floors, ceilings, windows and doors.

1.40 **"Unit Owner"** means any natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Condominium, as evidenced by a deed recorded in the San Diego County Recorder's Office, including the Association, and any contract sellers under recorded contracts of sale. "Unit Owner" shall not include any persons or entities that hold an interest in a Condominium merely as security for performance of an obligation. For purposes of exercising membership rights, including the right to serve as a Director, and incurring membership obligations when a Unit Owner is a corporation, firm, limited liability company or other entity, any director, officer, employee or agent designated in writing by the Unit Owner may exercise the membership rights attributable to the Unit Owner. When a Unit Owner is a trust, the trustee may exercise the membership rights attributable to the trust unless otherwise designated in writing by the trustee.

1.41 **"Voting Power"** means the total number of votes eligible to be cast in the Association less the votes of any Condominium where the Unit Owner's voting privileges have been suspended. Each Condominium is assigned one vote so the total possible voting power is 150 if no voting rights are suspended. If any two or more Condominiums are owned by the same Unit Owner, the Units shall continue to be treated as separate Condominiums for voting and assessment purposes even if the Units are combined, connected or otherwise used jointly as a single residence.

ARTICLE 2 – LAS FLORES

2.1 **Las Flores Subject to Restated Declaration.** The entirety of Las Flores shall be subject to this Restated Declaration.

2.2 **Description of Land and Improvements; Ownership of Common Area.** Las Flores consists of the real property described in Recital "A," and is divided between the Common Area and the Units. Each of the Condominiums is owned by the individual Unit Owners as separate property. The Common Area is owned by Unit Owners as tenants-in-common, in unequal fractional interests. The Unit Owners shall have appurtenant nonexclusive rights for ingress, egress and support through the Common Area subject to the rights and restrictions contained in the Governing Documents. The undivided interest in the Common Areas conveyed with each respective Unit is based on the following formula:

A numerical value shall be established for each Unit as shown on the Condominium Plan and the total number of all numerical values shall be determined and the proportionate undivided interest in the Common Areas of each respective Unit shall be determined by the ratio that the individual Unit numerical value bears to the total numerical value of all Units. In determining the numerical value assigned to any Unit, any reconfiguration within the Unit to add or subtract bedrooms shall not affect the numerical value. The following numerical values are based on the original construction of the Unit and shall not change,

One Bedroom Unit	1.2
A one bedroom Unit has a 1.2/207 interest in the Common Area	
Two Bedroom Unit	1.4
A two bedroom Unit has a 1.4/207 interest in the Common Area	
Three Bedroom Unit or Two Bedroom Plus Den Unit	1.6
A three bedroom Unit or two bedroom plus den Unit has a 1.6/207 interest in the Common Area	

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 Unit Owners. These servitudes may be enforced by any Unit Owner or by the Association or by both.

2.4 **Prohibition Against Partition.** There shall be no judicial partition of Las Flores or any part of it, nor shall the Association or any person acquiring an interest in Las Flores or any part of it seek any judicial partition, except upon showing that such partition is consistent with the requirements of section 4630 of the California Civil Code.

2.5 **Presumption Regarding Boundaries of Units.** [Civ. Code § 4220] In interpreting deeds, this Restated Declaration and the Condominium Plan, the existing

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physical boundaries of a Unit, including any Unit reconstructed in substantial accordance with the Condominium Plan and the original construction plans for Las Flores, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Condominium Plan, or this Restated Declaration. This presumption applies regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the Condominium Plan or described in the deed and those of the building as constructed or reconstructed. In the event a structure is partially or totally destroyed and then repaired or rebuilt, the Unit Owners agree that minor encroachments over adjoining Units or Common Area shall be permitted and that there shall be appropriate rights for the maintenance of said encroachments so long as they shall exist.

2.6 Prohibition Against Severance of Elements. [Civ. Code § 4650] Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Condominium 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 Unit Owner's entire estate shall also include the Unit Owner's membership interest in the Association, as provided in Article 6 herein. Any transfer that attempts to sever those component interests shall be void.

2.7 Easements Over Streets and Seawall. Unit Owners have nonexclusive easements over the roadways and seawall within Coronado Shores as more fully described in the Basic Declaration, subject to the terms and conditions set forth therein.

2.8 Annexation Pursuant to Approval. Upon the vote or written assent of not less than sixty-six and two-thirds percent of the Association Voting Power, any person who desires to add real property to the plan of this Restated Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration. A certificate of the President and the Secretary of the Association attached to any Supplementary Declaration recorded pursuant to this Section verifying that the required sixty-six and two-thirds percent of the Association Voting Power has approved the recordation of such Supplementary Declaration shall be deemed conclusive proof thereof.

2.9 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association which merger or consolidation must be approved by sixty-six and two-thirds percent of the Association Voting Power, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Restated Declaration within Las Flores, together with the covenants and restrictions established upon any other property as one plan.

2.10 **Notice of Airport in Vicinity.** Civil Code section 4255 requires the following statement in this Restated Declaration:

NOTICE OF AIRPORT IN VICINITY

This Property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the Property before you complete your purchase and determine whether they are acceptable to you.

ARTICLE 3 - LANDSCAPING AND RECREATION FACILITIES OF CORONADO SHORES; RECIPROCAL EASEMENTS

3.1 **Common Operation.** Coronado Shores consists of ten associations of which the Association is one. All lots and parcels at Coronado Shores are operated as a single common operation insofar as certain common landscaping and recreation facilities (collectively "Landscaping and Recreation Facilities") are concerned. Unit Owners share the costs of all Landscaping and Recreation Facilities with the owners of units in the other nine associations. All owners of living units located on any lot or parcel within Coronado Shores have reciprocal, nonexclusive rights and privileges of using the Landscaping and Recreation Facilities covered by the common maintenance scheme.

3.2 **Costs and Expenses.** The costs and expenses of maintenance, management, operation, repair and replacement of the Landscaping and Recreation Facilities are allocated to each lot and parcel within Coronado Shores on the basis that the numerical value of the condominiums in each of the lots and parcels within Coronado Shores bears to said numerical value of the whole of all of the living units in Coronado Shores according to a formula used by the Landscaping and Recreation Committee.

3.3 **Reciprocal Easements.** The Unit Owner of each Condominium located in Las Flores shall have a nonexclusive easement for the benefit of, and appurtenant to the Unit Owner's Unit, to use the Landscaping and Recreation Facilities situated on other lots or parcels within Coronado Shores which have been included in the common operation scheme, and the owner of a unit located on such other lots or parcels within Coronado Shores which have been included in the common operation scheme shall have a reciprocal, nonexclusive easement for the benefit of, and appurtenant to, his or her living unit, to use the Landscaping and Recreation Facilities situated on Las Flores. Said reciprocal, nonexclusive easements of use shall include reciprocal, nonexclusive

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rights of ingress and egress to and from the Landscaping and Recreation Facilities and shall be subject to the same limitations, rules, regulations and admission or other fees imposed upon the owners of living units located on the lots and parcels on which the Landscaping and Recreation Facilities are located. An owner or lessee of a living unit located on a lot or parcel within Coronado Shores shall be included within the common operation scheme described herein and who, therefore, shall enjoy the nonexclusive easement of use described herein, may delegate the owner's right of enjoyment to members of the owner's family who reside in the living unit, and to any tenants or contract purchasers who reside in the living unit.

ARTICLE 4 - LANDSCAPING AND RECREATION COMMITTEE

4.1 **Membership.** A Landscaping and Recreation Committee was formed for the purpose of administering the single, common operation of the Landscaping and Recreation Facilities. A member of the board of directors of each association within Coronado Shores shall represent each association on the committee.

4.1.1 The person named by the Association shall be deemed a qualified member of the Landscaping and Recreation Committee when an authorized representative of the Board sends written notice of such fact to the Landscaping and Recreation Committee.

4.1.2 The Landscaping and Recreation Committee member shall serve at the will of the Board. The Landscaping and Recreation Committee member may be removed with or without cause upon majority vote of the Board. The Landscape and Recreation Committee member shall continue as a member of the Landscaping and Recreation Committee until such time as another Board member has been appointed. If the Board fails to fill any vacancy within thirty (30) days, the remaining members of the Landscaping and Recreation Committee may fill such vacancy by majority vote. The person so named to fill such vacancy shall serve for one year and thereafter until the Board names a successor.

4.2 **Duties.** The Landscaping and Recreation Committee shall have the duty and authority on behalf of, and as agent for, the various Coronado Shores associations to:

4.2.1 Cause all necessary work to be done and performed to maintain, manage, operate, repair and replace the Landscaping and Recreation Facilities on the lots or parcels within Coronado Shores that have been designated as a single common operation of Landscaping and Recreation

Facilities in accordance with the concept outlined in Section 3.1 hereof.

- 4.2.2 Supervise, obtain bids and approve the costs and expenses of such maintenance, management, operation, repair and replacement.
- 4.2.3 Allocate to each association its share of the costs and expenses on the basis provided for in Section 3.2. In performing this function, the Landscaping and Recreation Committee shall exercise its authority as contemplated by this Section, and have the power to enter into contracts on behalf of the associations, and do all acts and perform all things on behalf of said associations as are necessary to carry out the single, common operation contemplated by Section 3.1 hereof.

4.3 **No Power to Assess.** The Landscaping and Recreation Committee shall have no power to levy assessments upon the Unit Owners. It is intended solely that the Landscaping and Recreation Committee perform the duties outlined in Section 4.2 hereof, and that the various associations which share the costs and expenses of maintenance, management, operation and replacement of the Landscaping and Recreation Facilities shall regard these costs and expenses as common expenses or its equivalent, and shall assess each owner within Coronado Shores according to the formula established by the Landscaping and Recreation Committee, a proportionate share of the costs and expenses allocated to that association as part of the regular assessment.

4.4 **Meetings.** The meetings of the Landscaping and Recreation Committee shall be held upon notice from the chairman of the Landscaping and Recreation Committee. The presence in person or by proxy of at least fifty percent (50%) of the Landscaping and Recreation Committee membership shall constitute a quorum for the transaction of business at all meetings. If any meeting cannot be held because a quorum is not present, the Landscaping and Recreation Committee members present may adjourn the meeting to a time not less than forty-eight (48) hours, nor more than thirty (30) days from the time the original meeting was called, at which second meeting the quorum shall be twenty-five percent (25%) of the Landscaping and Recreation Committee members. All actions of the Landscaping and Recreation Committee shall require only a simple majority of the votes of the Landscaping and Recreation Committee membership present at any meeting at which a required quorum is present. All meetings shall be held within the City limits of Coronado and shall be held on a day other than a Saturday, Sunday or legal holiday, and shall be held, if during the day, between 1:30 p.m. and 5:00 p.m., and if at night, between 7:30 p.m. and 9:30 p.m.

ARTICLE 5 - ENFORCEMENT COMMITTEE

5.1 **Membership.** The Basic Declaration provides for the formation and operation of the Enforcement Committee for the purpose of maintaining the private roadways and seawall within Coronado Shores. The Enforcement Committee shall consist of one person from each association within Coronado Shores.

5.1.1 The person named by the Association shall be deemed a qualified member of the Enforcement Committee when an authorized representative of the Board sends written notice of such fact to the Enforcement Committee.

5.1.2 The Enforcement Committee member shall serve at the will of the Board. The Enforcement Committee member may be removed with or without cause upon majority vote of the Board. The Enforcement Committee member shall continue as a member of the Enforcement Committee until such time as another Association Member has been appointed. If the Board fails to fill any vacancy within thirty (30) days, the remaining members of the Enforcement Committee may fill such vacancy by majority vote. The person so named to fill such vacancy shall serve for one year and thereafter until the Board names a successor.

5.2 **Assessments.** The Enforcement Committee has the powers and duties set forth in the Basic Declaration. These powers include the power to assess each association in Coronado Shores for a pro rata share of the costs of maintaining and repairing the roadways and seawall. The Association's share of these costs shall be assessed against each Unit pursuant to the formula established by the Enforcement Committee.

ARTICLE 6 - ASSOCIATION

6.1 **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 Las Flores and is charged with the duties and granted the powers prescribed by law and set forth in the Governing Documents.

6.2 **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 the Bylaws.

6.3 **Membership.** Every Unit Owner, upon becoming a Unit Owner, shall automatically become a Member of the Association. Ownership of a Condominium is the sole qualification for membership. Each Unit Owner shall have the rights, duties,

privileges, and obligations as set forth in the Governing Documents. Membership shall automatically cease when the Unit Owner no longer holds an ownership interest in a Condominium. All memberships shall be appurtenant to the Condominium and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Unit Owner's entire ownership interest, and then only to the transferee. Any transfer of the Unit Owner's title to his or her Condominium shall automatically transfer the appurtenant membership to the transferee.

6.4 Membership Class; Voting Rights. The Association shall have one class of membership and the rights, duties, obligations and privileges of the Unit Owners shall be as set forth in the Governing Documents. On matters presented to the membership for a vote, each Condominium shall be assigned one vote, subject to the provisions of the Bylaws.

6.5 General Powers and Authority. [Civ. Code § 4800] The Association shall have all the powers of a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in the Governing Documents. It 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:

- 6.5.1 The power to establish, fix, levy, collect, and enforce the payment of assessments against the Unit Owners in accordance with the procedures set forth in Article 7 herein.
- 6.5.2 [Civ. Code § 4360] The power to adopt reasonable Rules and Regulations governing the use of the Units, the Common Area, any common facilities and Association owned property, and the conduct at Board and Unit Owners' meetings, in accordance with the following:
 - (a) The Rules and Regulations may include, but are not limited to:
 - (i) Reasonable restrictions on use of the Common Area, Units and Exclusive Use Common Areas by the Unit Owners and their families, guests, employees, tenants and invitees.
 - (ii) Reasonable restrictions on the conduct of Unit Owners and their families, guests, employees, tenants and invitees as to activities on the Common Area, Units and Exclusive Use Common Areas.
 - (iii) In accordance with the Bylaws and applicable laws, the establishment of reasonable hearing

procedures and a schedule of monetary penalties and fines which may be imposed for violations of any provisions of the Governing Documents.

- (iv) Campaign, election and voting information and procedures.
 - (b) [Civ. Code § 4340 et seq.] The Board must comply with any applicable law when adopting any Rules and Regulations.
 - (c) A copy of any modifications, revisions and updates of the Rules shall be given to each Owner within fifteen days of adoption by the Board.
 - (d) 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.
 - (e) The Rules shall have the same force and effect as if they were set forth in and were part of this Restated Declaration and shall be binding on the Owners and their successors in interest whether or not actually received by them.
- 6.5.3 [Civ. Code § 5980] 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 Unit Owners, in matters pertaining to:
- (a) Enforcement of the Governing Documents.
 - (b) Damage to the Common Area.
 - (c) Damage to any Units that the Association is obligated to maintain or repair.
 - (d) Damage to the Units that arises out of, or is integrally related to, damage to the Common Area or Units that the Association is obligated to maintain or repair.
 - (e) Enforcement of payment of assessments in accordance with the provisions of Section 7.14 herein.

- (f) Any other matter in which the Association is a party, including, but not limited to, contract disputes.
- 6.5.4 [Civ. Code §§ 5850 & 5855; Corp. Code § 7341] Subject to Notice and Hearing requirements, the right to discipline a Member for violation of any of the provisions of the Governing Documents by (1) suspending the Member's membership rights, including the Member's voting rights, the right to run as a candidate for election to the Board of Directors, and the rights and privileges to use the Common Area recreational facilities, (2) imposing monetary fines, and (3) recording a notice of noncompliance in the Office of the County Recorder of San Diego County encumbering the Unit of the Owner, if allowed by Applicable Law.
- 6.5.5 The power to establish in cooperation with a local governmental authority, a special tax assessment district for the performance of all or a portion of the maintenance or other functions now within the responsibility of the Association.
- 6.5.6 The right for its agents and employees to enter any Unit when necessary in connection with any maintenance or construction work for which the Association is or may be responsible or to reduce the likelihood of or prevent damage to the Common Areas or another Unit. This entry shall be made only upon seventy-two hours written notice to the Unit Owner (except in the case of an emergency) and with as little inconvenience to the Unit Owner as is practicable. Any entry by the Association to investigate a reported or suspected water intrusion shall be deemed an emergency.
- 6.5.7 The right for its agents and employees to enter any Unit when necessary in connection with any inspection, maintenance, or repair of the fire alarm and any fire sprinkler system. This entry shall be made only upon seventy-two hours written notice to the Unit Owner (except in the case of an emergency) and with as little inconvenience to the Unit Owner as is practicable.
- 6.5.8 The Association may only enter into a Unit on an emergency basis when there is an imminent threat of harm to persons or property.
- 6.5.9 The power to grant permits, licenses and easements over, under and through the Common Area for roads, utilities, cable television, sewer facilities and other purposes in

accordance with Section 8.2.4 herein (a) to serve the Common Area or the Condominiums, (b) where necessary or convenient to satisfy or achieve appropriate governmental purposes or requests, or (c) to provide additional income for the Association.

- 6.5.10 Notwithstanding any nonexclusive easement rights to the Common Area granted herein or by any deed or other conveyance, the right to allow one or more Unit Owners to exclusively use portions of the Common Area, provided that such portions of the Common Area are nominal in area and adjacent to the Unit Owner's Unit, and, provided further, that such use does not unreasonably interfere with any other Unit Owner's use or enjoyment of Las Flores unless that Unit Owner consents to the use.
- 6.5.11 The power to remove any vehicle within Las Flores parked in violation of this Restated Declaration or the Rules and Regulations in accordance with the provisions of any applicable law.
- 6.5.12 The power, without the approval of the membership, to bid and acquire any Condominium at a foreclosure sale if the Board determines that acquiring the Condominium is necessary to protect the interests of the Association.

6.6 ***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 shall be responsible for the following:

- 6.6.1 The Association, acting through the Board, shall operate, maintain, repair, and replace those components assigned to the Association by Section 9.2 and Exhibit "A," or contract for the performance of that work, subject to the provisions of the Governing Documents.
- 6.6.2 The Association shall use the operating fund described in Article 7 herein to, among other things, acquire and pay for goods and services for Las Flores, 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 Units.
 - (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 Documents.

ARTICLE 7 - ASSESSMENTS AND COLLECTION PROCEDURES

7.1 **Covenant to Pay.** [Civ. Code § 5650] Each Unit Owner by acceptance of the deed to the Unit Owner's Condominium is deemed to covenant and agree to pay to the Association all assessments described in this Article, and all other charges duly levied by the Association pursuant to the provisions of this Restated Declaration. An 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 each Unit Owner of the Condominium at the time the assessment or other sums are levied. Co-owners of a Condominium shall be jointly and severally liable for all charges levied by the Association on that Condominium. No Unit Owner may waive or otherwise escape liability for these assessments by non-use of the Common Area or abandonment of the Unit Owner's Condominium.

7.2 **Purpose of Assessments.** [Civ. Code § 5600] Except as provided herein, the Association shall levy assessments sufficient to perform its obligations. The assessments levied by the Association shall be used exclusively to promote the recreation and welfare of the Unit Owners, and for the operation, replacement, improvement, and maintenance of Las Flores, and to discharge any other obligations of the Association under this Restated Declaration. All assessment payments shall be put into general operating and reserve funds to be used for the foregoing purposes.

7.3 **Common Expenses.** The Common Expenses to be included in the regular assessments shall include, without limitation, the following:

- 7.3.1 Costs and expenses of, or reasonable reserves for future costs and expenses of, the normal maintenance, management, operation, anticipated repair and replacement of the multi-family structure in which the Units are located, together with appurtenances that are for the principal use of the Unit Owners in the structure only.
- 7.3.2 Costs and expenses of, or reasonable reserves for future costs and expenses of, the maintenance, management, operation, repair and replacement of the Landscaping and Recreation Facilities, including landscaped areas, walkways, swimming pools, and other various recreation facilities within

Coronado Shores, including buildings, tennis courts, lakes, lagoons, fish ponds and other recreational and artistic landscaping facilities and devices as may be located within Coronado Shores. The costs and expenses of maintaining and repairing the seawall and the private roadway, driveways, and parking areas pursuant to Article 5 herein shall be levied according to the Enforcement Committee formula.

- 7.3.3 Premiums on all insurance purchased by the Association pursuant to the provisions of Article 11 hereof, together with any expenses incurred by the Association in employing the services of an independent insurance analyst, consultant, or broker as may be authorized by the provisions of said Article 11.
- 7.3.4 In addition to the three categories of expenses set forth in Subsections 7.3.1, 7.3.2, and 7.3.3 above, costs and expenses or reasonable reserves for costs and expenses to be incurred by the Association in the following activities shall be included as common expenses:
- (a) Maintenance, management, operation, repair and replacement of the Common Areas as to which, pursuant to the provisions of this Restated Declaration, it is the responsibility of the Association to maintain, repair and replace, together with the capital improvements to Common Areas which the Association may from time to time authorize.
 - (b) Management and administration of the Association including, without limitation, compensation paid by the Association to a manager, accountants, attorneys, or other employees and agents.
 - (c) Any other item or items designated by or in accordance with other provisions of this Restated Declaration to be common expenses, and any other expenses reasonably incurred by the Association.

7.4 Regular Assessments. [Civ. Code §§ 5300 & 5600 et seq.] Concurrently with preparation of the financial documents and budget as required by applicable laws, 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 from the prior year's fund. The resulting amount shall constitute the regular assessments for the budgeted year. 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 Unit 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.

Each Unit Owner shall pay his proportionate share of the total assessment on the basis of the ratio pertaining to the particular Unit as it relates to the total of all Units determined in accordance with the following formula: a numerical value shall be established for each Unit, the total number of all numerical values shall be determined, and the proportionate share of the total assessment to be borne by each respective Unit shall be determined by the ratio that the individual Unit numerical value bears to the total numerical value of all Units. In determining the numerical value assigned to any Unit, any reconfiguration within the Unit to add or subtract bedrooms shall not affect the numerical value. The following numerical values are based on the original construction of the Unit and shall not change,

One Bedroom Unit	1.2
Two Bedroom Unit	1.4
Three Bedroom Unit or Two Bedroom Plus Den Unit	1.6

If any two or more Units are owned by the same Unit Owner, the Units shall continue to be treated as separate Units for voting and assessment purposes even if the Units are combined, connected, or otherwise used jointly as a single residence.

Notwithstanding the above, the Seawall and Private Roadway and the Landscaping and Recreation Facilities portion of the regular assessments shall be calculated and levied according to the formula used by the Enforcement Committee and the Landscaping and Recreation Committee respectively.

7.5 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. Special assessments shall be levied and collected in the same manner as regular assessments using the formulas described in Section 7.4 herein. The Board may levy a special assessment in one lump sum or in installments over a period of time the Board determines appropriate. However, if a special assessment is to be repaid over a period of more than one year, the special assessment must be approved by the Unit Owners in the same manner as required in Section 7.6 below.

7.6 Limitations on Regular and Special Assessments. [Civ. Code § 5605] In compliance with applicable law, except in emergency situations, the Board may not,

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without the approval of Unit Owners constituting a majority of those voting when a quorum of the Voting Power is established, impose a regular assessment per Unit that is more than twenty percent greater than the regular assessment for the preceding fiscal year, or levy special assessments that in the aggregate exceed five percent of the budgeted gross expenses of the Association for that fiscal year. For purposes of this Section 7.6 only, a "quorum" means more than fifty percent of the Voting Power. These limitations shall not apply to assessment increases that are necessary for emergency situations. An emergency situation is an extraordinary expense as defined by applicable law. If the applicable law setting forth the Board's power to increase regular assessments or impose special assessments changes, the Association shall comply with the new applicable law.

7.7 Unit Owner Notice of Regular and Special Assessments. [Civ. Code § 5615] The Association shall provide notice by first-class mail or any alternative notice method required by applicable law to the Unit Owners of any increase in the regular assessments or the imposition of a special assessment not less than thirty nor more than sixty days, or other time period set by applicable law, prior to the increase in the regular assessment or special assessment becoming due.

7.8 Individual Assessments. [Civ. Code § 5275] Subject to the limitations of the Governing Documents and in addition to regular and special assessments, the Board may levy individual assessments against Unit Owners and Condominiums whenever the Association (a) performs any service or accomplishes any item of repair or maintenance which is the duty of any Unit Owner to accomplish, but which has not been accomplished by such Unit Owner, or (b) incurs any costs which by law or as required by the Governing Documents must be reimbursed by a Unit Owner. Such individual assessment shall include the cost thereof, together with any financing costs and administrative costs incurred by the Association. Prior to levying an individual assessment, the Board shall provide the Unit Owner with notice and an opportunity for a hearing in accordance with applicable law and the Governing Documents. The notice and opportunity for a hearing regarding the levy of an individual assessment may be combined with the notice and opportunity for a hearing regarding any underlying violation. Duly levied individual 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 Condominium, in the same manner as regular and special assessments.

7.9 Monetary Penalty Assessments. [Civ. Code §§ 5650 & 5725] The Board of Directors may levy, subject to the limitations of the Governing Documents, monetary penalties or fines against a Unit Owner and his or her Condominium. In the event the Board of Directors imposes a monetary penalty or fine, that fine shall be subject to costs, late charges and interest as described in Section 7.11 for delinquent payment, and may become a lien on the Condominium, collectible by the Association through judicial foreclosure as allowed by Section 7.14 herein. In no event may the Association collect a monetary penalty or fine through nonjudicial foreclosure.

7.10 Units Not Subject To Assessment. Assessments which would normally become due on Units, but which Units are owned by the Association, shall be deemed to be common expenses collectible from all of the remaining Units in the same proportion that each Unit bears to the others less the number of Units owned by the Association.

7.11 Costs, Late Charges and Interest. [Civ. Code § 5650] Late charges may be levied by the Association against a Unit Owner for the delinquent payment of assessments, including monetary penalty assessments. An assessment, including any installment payment, is delinquent fifteen days after its due date. If an assessment is delinquent, the Association may recover all of the following from the Unit Owner:

- 7.11.1 Reasonable costs incurred in collecting the delinquent assessment, including actual attorneys' fees.
- 7.11.2 A late charge not exceeding ten percent of the delinquent Assessment or ten dollars, whichever is greater, or the maximum amount allowed by Applicable Law.
- 7.11.3 Interest on the foregoing sums at an annual percentage rate of twelve percent commencing thirty 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 7.14 herein below.

7.12 Priority of Payments. [Civ. Code § 5655] The Board, in its sole discretion, may enact policies, not in violation of applicable law, regarding how payments received from Unit Owners will be applied to any outstanding balances due the Association from that Unit Owner.

7.13 No Offsets. All assessments shall be payable in the amounts specified by the Association, and no offsets against such amount shall be permitted for any reasons, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.

7.14 Enforcement of Assessments and Late Charges. [Civ. Code §§ 5650 et seq., 5700 & 2924b] A delinquent assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), and interest assessed in accordance with Section 7.11 herein, shall become a lien upon the Condominium when a Notice of Assessment Lien is duly recorded as provided by applicable statute. Unless otherwise provided by statute, the Notice of Assessment Lien shall describe the amount of the delinquent assessment or installment, the related charges authorized by

this Restated Declaration, the legal description of the Unit, the name of the purported Unit 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 employee or agent of the Association authorized to do so by the Board. The Notice shall be mailed by certified mail to every person whose name is shown as a Unit Owner of the Unit in the Association's records, and the notice shall be mailed no later than 10 calendar days after recordation.

Unless otherwise allowed by statute, the Notice of Assessment Lien may not be recorded until after the Association has mailed, via certified mail, a written demand for payment to the delinquent Unit Owner. The written demand shall comply with the requirements of any applicable law.

If not paid in full within thirty days after recordation of the Notice of Assessment Lien, any lien described herein may be enforced in any manner permitted by law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice or by a trustee substituted pursuant to any applicable law.

If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or nonjudicial foreclosure, the Association shall (i) record a notice of satisfaction and release of lien, and (ii) upon receipt of a written request by the Unit 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 Unit Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien. The Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Unit Owner has made one or more partial payments.

Notwithstanding any other provision herein, a monetary penalty or fine may not become a lien on a Unit enforceable by the sale of the Unit through nonjudicial foreclosure. Any Notice of Assessment Lien recorded to enforce a monetary penalty or fine must specifically state that such lien may not be enforceable by sale of the Unit through nonjudicial foreclosure.

7.15 Suspending Cable Television Services. In addition to any other remedies herein, if the Association provides cable television services through a bulk cable agreement, the Association may suspend cable television services to a Unit as provided herein. When the Owner is more than thirty days delinquent in the payment of any Assessment due to the Association, the Association may, after Notice and Hearing, suspend cable television services to the Owner's Unit. The Association shall allow reconnection of the cable television services at such time as the Owner becomes

current in the payment of Assessments. The Owner shall be solely responsible for the payment of any fee to connect, disconnect or reconnect the cable television services.

7.16 Assignment of Rent. [Civ. Code § 2938] This assignment is for the purpose of collecting all Assessments, late charges, interest, fines, monetary penalties, and costs of collection, including attorneys' fees due to the Association pursuant to this Restated Declaration which are in default. This assignment applies to any lease or rental agreement now existing or hereinafter made. Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or rental agreement or otherwise for the use or occupation of any or all parts of any Unit owned by the Owner. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or rental agreement as they become due and payable, provided that the Association, at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessments due. Upon revocation of such authority, the Association may collect and retain such rental monies, whether past due and unpaid or current. The Association's rights under this Section are in addition to and not in place of, the rights described above to file a lien and foreclose upon a lien. The Association's rights shall be subordinate to the rights of any First Lender.

The Association shall only exercise its rights to collect rental monies in compliance with California Civil Code section 2938, as amended from time to time, or any successor statute. Further, the Association shall only exercise this right after filing the lien described above and after providing the Owner with Notice and a Hearing pursuant to any Applicable Laws and the Bylaws.

By recordation of this Restated Declaration, each Owner expressly consents to and is bound by this assignment of rents to the Association.

7.17 Priority of Assessment Lien. [Civ. Code § 5680] As set forth herein below, the assessment lien referred to in Section 7.14 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:

- 7.17.1 Only the judicial or nonjudicial 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.
- 7.17.2 Neither the transfer of a Condominium pursuant to a foreclosure of any Mortgage, nor an election by the Association to proceed against any new Unit Owner for

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payment, shall serve to cancel the personal obligation of the prior Unit Owner for payment of the delinquent assessments and charges which accrued during such Unit Owner's period of ownership.

- 7.17.3 No sale or transfer of any Condominium shall relieve such Condominium or its new Unit Owner from liability for any future assessments which accrue during such Unit Owner's period of ownership.
- 7.17.4 The personal obligation of any Owner for payment of delinquent Assessments and charges may be satisfied, and therefore discharged, only by payment of the entire amount of the delinquent Assessments and charges, whether or not such Owner remains in possession of his or her Unit.
- 7.17.5 To the extent permitted by Applicable Law, each Owner hereby waives the benefit of any homestead or exemption laws of the State of California now in effect, or in effect from time to time hereafter, to the extent of any liens created pursuant to the Governing Documents, whether such liens are now in existence or are created at any time in the future.

7.18 **Statement of Delinquent Assessment.** [Civ. Code § 4525] The Association shall provide any Unit Owner, upon written request, with a statement specifying the amounts of any delinquent assessments and related late charges, interest, and costs levied against the Unit Owner's Condominium.

ARTICLE 8 - USE RESTRICTIONS AND COVENANTS

8.1 **General.** [Civ. Code § 5975] The use and enjoyment of Las Flores by Unit Owners and their tenants, guests, invitees or any other person deriving rights from such Unit 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.

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

- 8.2.1 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.
- 8.2.2 Except as provided in this Restated Declaration, there shall be no judicial partition of the Common Area, nor shall the

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Association or any person acquiring an interest in all or any part of Las Flores seek any judicial partition.

8.2.3 Subject to the provisions of this Restated Declaration, each Unit 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 a portion of the Common Area.

8.2.4 The Unit Owners' rights of use and enjoyment of the 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 and Las Flores.
- (b) Reasonably limit the number of persons using the Common Area.
- (c) Assign the use of the storage cages in the garage, subject to Section 8.9 herein.
- (d) Set fees and deposits for supplying and replacing keys, key codes, or other access devices to Common Areas, including charges calculated to limit distribution and deter loss of keys, codes, or access devices.
- (e) Establish speed limits and other traffic regulations within Las Flores.
- (f) Establish fire lanes within the Common Area.
- (g) Assign or otherwise control the use of any unassigned parking spaces within the Common Area.
- (h) Require the use of parking passes or decals.
- (i) Remove any vehicle within Las Flores parked in violation of this Restated Declaration or the Rules and Regulations of the Board in accordance with the provisions of any applicable law.
- (j) Suspend the voting rights of any Unit Owner, and the rights of any Unit Owner, and the persons deriving

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rights from any Unit Owner, to use and enjoy the Common Area recreational facilities for any period during which the Unit Owner is delinquent in the payment of any assessment or as otherwise provided in the Governing Documents.

- (k) Cause the construction of additional improvements in the Common Area, or cause the alteration or removal of existing improvements on the Common Area.
- (l) Dedicate, grant, or join in the grant or conveyance of easements, licenses or rights-of-way in, on and over the Common Area as may be determined by the Board to be in the best interests of the Association; provided that no such easement, license or right-of-way may be granted if it would unreasonably interfere with any exclusive easement, or with any Unit Owner's use, occupancy, or enjoyment of the Unit Owner's Unit without the approval of the affected Unit Owner.
- (m) Reasonably restrict access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of Las Flores.
- (n) Approve any proposed alteration of or modification to the Common Area.

8.2.5 [Civ. Code § 4600] Notwithstanding the easement rights or other rights contained herein, a Unit Owner who has sold his or her Condominium to a contract purchaser or who has leased or rented the Condominium shall be deemed to have assigned his or her rights to use and enjoy the Common Area, including any rented parking space, to the contract purchaser or tenant who resides in the Unit Owner's Unit, subject to reasonable regulation by the Board. If the Unit Owner is deemed to have assigned such rights, the Unit Owner and the Unit Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for so long as the assignment remains effective.

8.2.6 All internal and external telephone, cable television and internet access wiring designed to serve a single Unit, but located outside the boundaries of the Unit, is allocated exclusively to that Unit. The Unit Owner of the Unit shall be entitled to reasonable access to the Common Area for the purpose of maintaining this wiring, subject to the consent of

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the Association and to any other conditions reasonably imposed by the Association. The Association's consent shall not be unreasonably withheld.

8.3 **Compliance with Restrictions.** In exercising the right to occupy or use a Unit or the Common Area and its improvements, the Unit Owner and the Unit Owner's family, guests, employees, tenants, and invitees must comply with the Governing Documents.

8.4 **Alter Common Area.** No one may alter, attach, construct, or remove anything on or from the Common Area, except upon the written consent of the Board.

8.5 **Altering a Unit.** [Civ. Code § 4760] No Unit may be modified, altered or otherwise changed except as provided in Article 10 herein.

8.6 **Antennas.** [Federal Telecommunications Act] Exterior antennas and satellite dishes, not exceeding one meter (39.37") in diameter, are permitted, but only in strict compliance with applicable state and federal laws and not on any portion of the Common Area. Except as permitted by state and federal law, there shall be no outside television or radio antennae, satellite dishes, masts, poles or flag poles constructed, installed or maintained in Las Flores for any purpose whatsoever without the prior written consent of the Board. The Board may adopt Rules and Regulations restricting the construction, installation, maintenance or replacement of any such equipment as long as such restrictions do not conflict with any applicable law.

8.7 **Balconies and Terraces.** Only usual and customary patio furniture and plants may be kept on balconies and terraces. No fixture, personal property or other object may be kept upon any balcony or terrace which interferes with the enjoyment of adjacent Units, balconies, or terraces or which may be in violation of the Rules and Regulations.

8.8 **Connecting Units.** Units may be combined, connected or otherwise used as a single residence with the prior written approval of the Association which approval shall not be unreasonably withheld and subject to the Unit Owner obtaining any required governmental permits. Even if any Units are combined, connected, or otherwise used jointly as a single residence, the Units shall continue to be treated as separate Units for voting and assessment purposes.

8.9 **Damage Liability.** Each Unit 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 the negligence, willful misconduct, or unauthorized or improper installment, repair or maintenance of any improvement by the Unit Owner or the Unit Owner's family, guests, tenants, contract purchasers, or invitees. In the case of joint ownership of a Condominium, 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.

8.10 **Drying and Laundering.** No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes.

8.11 **Electric Vehicle Charging Stations.** [Civ. Code § 4745] No electronic vehicle charging station shall be installed by any person in any part of the Community without the prior written approval of the Board. All electronic vehicle charging stations shall be installed, maintained, repaired, replaced and removed in strict accordance with all Association rules and regulations and California Civil Code section 4745 or any successor statute. Owners who install an electric vehicle charging station shall be solely responsible for all costs associated with the installation, existence, use, maintenance, repair, replacement and removal of the station, as well as any damage caused to any other property as a result of the installation, use, existence, maintenance, repair, replacement or removal of that station. The applicable Owners shall maintain an umbrella liability coverage policy in the amount of \$1 million covering the obligations of the Owner for the station. The Association shall be named as an additional insured under this policy with a right to notice of cancellation.

8.12 **Emissions.** No one may discharge or cause the emission of any dust, sweepings, dirt, cinders, odors, gases, mold spores, or other substances into the atmosphere other than those caused by normal residential use.

8.13 **Flammable Substances and Hazardous Materials.** No one may store gasoline, kerosene, cleaning solvents, or other flammable liquids or substances, or any toxic or hazardous materials on the Common Area or in any Unit, provided, however, that amounts of these liquids, substances or materials which are reasonable for household use may be placed in appropriate containers and properly stored.

8.14 **Flooring.** All Unit flooring must strictly comply with the impact sound insulation requirements set forth in the Remodeling Rules and Regulations or any subsequent Rules and Regulations. No flooring may be removed, installed, altered or replaced except in strict compliance with Article 10 of this Restated Declaration.

8.15 **Garage Conversion.** No one may convert or use any garage space for purposes other than parking of a vehicle.

8.16 **Harassment and Offensive Activity.** No one may engage in any type of harassment, illegal, noxious or offensive activity toward any Unit Owners, residents, Association representatives, management representatives, employees, Board members and/or vendors working in Las Flores, or do any act which unreasonably threatens the health, safety and welfare of other residents of Las Flores. Harassment includes not only verbal abuse but also offensive written correspondence, notes, letters, post-its, or anything similar left on Unit doors, under Unit doors, on vehicles, or any other part of the building. Violations of this section could result in legal action against the Unit Owner, relatives, tenants, friends or other responsible party by the Association for any violation of relevant State or local statute or ordinances as applicable.

8.17 **Increase Rate of Insurance.** No one may perform any act or keep anything on or in any Unit or in the Common Area that will increase the rate of insurance on the Common Area without the Board's prior written consent. Further, no Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Area that would result in the cancellation of insurance on any Unit or on any part of the Common Area or that would violate any law.

8.18 **Leasing Units.** No one may lease or rent a Unit in violation of the following:

- 8.18.1 All leases and rental agreements must be in writing.
- 8.18.2 All leases and rental agreements must be for the entire Unit and not merely parts thereof, unless the Unit Owner remains in occupancy. A parking space may be leased or rented separate and apart from the Unit to which it is appurtenant subject to Section 8.8 herein.
- 8.18.3 No lease or rental shall be for a period of less than thirty days or the number of days allowed per City of Coronado ordinance, whichever is greater, or for hotel, transient, fractionalized ownership interest or time-share purposes.
- 8.18.4 Tenants must show evidence of a rental agreement or lease for at least ninety continuous days to keep any pet in the Unit. All pets must comply with the requirements for pets set forth in Section 8.22 herein.
- 8.18.5 All leases and rental agreements 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 Unit Owner or the Association. If the Association must evict the tenant, the Association may recover all its costs and expenses, including attorneys' fees, from the Unit Owner whether or not the matter actually proceeds to court.
- 8.18.6 A Unit Owner who leases or rents their Unit shall promptly notify the Association in writing of the names of all tenants and members of a tenant's family occupying such Unit, provide the make, model and license number of all residents' vehicles, a telephone number for the tenant, keep all information current, and provide any other information reasonably needed and requested by the Association.

- 8.18.7 All Unit Owners leasing or renting their Unit shall promptly notify the Association of the address and telephone number where such Unit Owner can be reached.
- 8.18.8 Unit Owners shall provide their tenants with copies of the Governing Documents, including the Rules and Regulations. Owners shall be responsible for the costs of reproducing the Governing Documents. A Unit Owner may request that the Association provide the Governing Documents to the Unit Owner's tenants at the Unit Owner's expense.

8.19 ***Mechanic's Liens.*** No labor performed or services or materials furnished with the consent of, or at the request of, a Unit Owner, the Unit Owner's agents or contractors shall be the basis for the filing of a lien against any other Unit or Common Area or any other Unit Owner in Las Flores unless that other Unit Owner has expressly consented to or requested the performance of the labor or furnishings of the materials or services. However, express consent shall be deemed to have been given by the Unit Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Common Areas, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Unit Owner. The Unit Owner of any Condominium may remove his or her Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by the lien which is attributable to the Unit Owner's Condominium.

8.20 ***Obstruct Common Area.*** No one may 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.

8.21 ***Parking Spaces.*** Unit Owners may lease, rent, and transfer title to their Exclusive Use Common Area parking space in compliance with the following:

- 8.21.1 Unit Owners may only rent or lease their parking space to a resident of Las Flores and in compliance with any Rules and Regulations.
- 8.21.2 Any storage cabinet in the parking space may be retained by the Unit Owner if the space is rented or leased.
- 8.21.3 Unit Owners may only transfer title to their parking space to another Unit Owner and must retain title to at least one parking space.
- 8.21.4 The Unit Owner must notify the Association in advance, in writing, of any rental, lease or title transfer.

- 8.21.5 The Board may adopt reasonable Rules and Regulations to allow items other than vehicles to be kept in parking spaces.

8.22 **Pets.** [Civ. Code § 4715] Pets or other animals may not be kept in violation of the following:

- 8.22.1 Owners or residents of Las Flores may keep up to 2 usual and ordinary domestic pets in the Units subject to the provisions of the Rules; provided, however, that no Unit Owner or other occupant of a Unit may keep any pet which interferes with, or has a reasonable likelihood of interfering with, the rights of any Unit Owner or other occupant of a Unit to the peaceful and quiet enjoyment of the Unit. In the event the Board determines that any pet or other animal creates an unreasonable annoyance or nuisance to any Unit Owner or other occupant of a Unit, the keeping thereof shall be discontinued within a reasonable time after such determination.
- 8.22.2 No pets or other animals shall be permitted in the Common Area except as specifically permitted by the Rules, and then only when on a leash held by a person capable of controlling the animal.
- 8.22.3 No Owners may keep animals for commercial purposes.
- 8.22.4 The Association, its Board, Officers, employees and agents shall have no liability to any Unit Owner, their family members, guests, invitees, tenants and contract purchasers, or any other person in the Community, for any damage or injury to persons or property caused by any pet, absent any willful or wanton negligence on the part of the Association, or its Board, Officers, employees and agents.

8.23 **Protection Systems.** No one may disconnect, damage, tamper with or otherwise modify any protection system, including, but not limited to fire sprinklers, fire alarms and fuse boxes.

8.24 **Residential Use of Units.** No Unit may be occupied or used for any purpose other than as a single, private residence. The Board may establish guidelines in the Rules and Regulations to allow certain home occupations which (a) are consistent with the normal residential usage of Las Flores, (b) do not cause any external effects which are detrimental to neighboring Units or Las Flores, and (c) are compatible with the characteristics of residential use in Las Flores.

No Unit may be leased, subleased, occupied, rented, let, sublet or used in connection with any time sharing agreement, plan, program or arrangement, including,

without limitation, any so-called "vacation license," "travel club," "extended vacation" or other membership or time interval ownership arrangement. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess the Condominiums or any portion thereof, rotates among various persons, either corporate, partnership, individual or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time of thirty (30) consecutive calendar days or less. Provided, this provision shall not be construed to limit the personal use of any Condominium or any portion thereof by any Unit Owner or his or her or its social or familial guests.

8.25 **Signs.** No one may erect or display any sign on or from any Unit except as allowed by any applicable law and the Rules and Regulations. No signs may be erected or displayed on the Common Area except with the prior written approval of the Board.

8.26 **Smoking.** Due to the scientific evidence of the dangers of secondhand smoke, smoking of any tobacco products is strictly prohibited in all portions of the Community excepting within the Units when the windows and doors are closed.

8.27 **Storage Cages.** The storage cages in the garage are assigned to the Units shown on Exhibit "B" attached hereto as of the date of recordation of this Restated Declaration. The Unit Owners may rent or lease their assigned cages to another resident of Las Flores. When Unit Owners transfer title to their Units to a third party by any means other than inheritance, the Unit Owners must return their storage cages to the Association if and only if, the Unit Owners have a storage cabinet in their Unit's assigned parking space. If the Unit Owners do not have a storage cabinet in their assigned parking space then the Unit Owners may transfer their storage cage with their Unit. When any storage cage is returned to the Association, the first priority for assignment shall be to a Unit Owner who's parking space does not have the ability to add a cabinet as per Exhibit "B." The second priority for assignment of storage cages returned to the Association shall be to a Unit Owner who does not already have a storage cage and the assignment shall be based on a lottery system established by the Board. The Board shall not assign a storage cage to any Unit that already has a storage cage.

8.28 **Trash.** Rubbish, trash, and garbage may not be allowed to accumulate within the Unit or Common Area.

8.29 **Unit Owner Responsibility.** Unit Owners shall be responsible for their family members, guests, tenants, contract purchasers, and invitees while in Las Flores and may be held responsible for any violations of the Governing Documents committed by such persons.

8.30 **Vacating Unit; Costs.** As provided in Civil Code section 4775 or any successor statute, the Association shall have the power to temporarily remove any Unit resident for such periods and at such times as may be necessary in connection with any

maintenance or repair work performed by the Association. The Unit Owner shall provide the Association access as needed for maintenance or repair work by the Association. The costs of any temporary relocation, including loss of rental income, during such maintenance or repair work shall be paid by the Unit Owner affected unless another Unit Owner is responsible for the damages pursuant to Section 9.9 herein. If another Unit Owner is responsible for the damages, the responsible Unit Owner shall pay the relocation costs. Except in case of emergency, the Association shall give notice of the need to temporarily vacate a Unit to the record Unit Owners and occupants not less than fifteen days or more than thirty days prior to the date of the temporary relocation. The notice shall state the reason for the relocation, the date and time of the beginning of work, the anticipated date and time of termination of work and that the occupants will be responsible for all necessary accommodations during the relocation.

8.31 **Vehicle Maintenance.** No vehicle overhaul, repair, or non-emergency maintenance may be performed within Las Flores.

8.32 **Vehicle Use and Parking.** No one may park any automobile or other motor vehicle in Las Flores except wholly within a space designated for the Unit Owner by the Board or the Governing Documents. No junk or derelict vehicle or unregistered vehicle shall be kept upon any portion of Las Flores. A parking space may be leased or rented to another resident of Las Flores separate and apart from the Unit to which it is appurtenant subject to Section 8.8 herein. The Board, in its discretion, may adopt reasonable Rules and Regulations governing the operation, maintenance, storage and parking of any vehicle, including trucks, campers, trailers, boats or commercial vehicles in Las Flores, including the streets, garage, drives, and Common Area.

8.33 **Water Discharge.** No one may discharge anything other than water and residue allowed by applicable water quality ordinances into the streets, gutters and drains of the Association or into the Common Area.

8.34 **Window Covers.** Only curtains, drapes, shutters or blinds may be installed as interior window covers. No window in any Unit shall be covered with aluminum foil, papers, sheets, paint or similar material.

ARTICLE 9 - REPAIR AND MAINTENANCE

9.1 **General; Standards of Maintenance.** The Association and all Unit Owners are required 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 in a clean, safe, properly ventilated, watertight, dry and sanitary condition necessary to preserve the attractive appearance of each Condominium and Las Flores and protect the values thereof, and to prevent threats to the health, safety or welfare of any resident. The Board shall have the power to determine the standards of such maintenance. The replacement of exterior items by Unit Owners shall be subject to the requirements of Article 10 herein.

9.2 **Division of Responsibility.** Attached hereto as Exhibit "A," and incorporated herein by reference, is a listing of the allocation of responsibility for various components in Las Flores. Generally, each Unit Owner shall be responsible for the maintenance, repair and replacement of his or her Unit, Exclusive Use Common Areas appurtenant to the Unit, and those items located anywhere within Las Flores which are used exclusively by that Unit Owner, and the Association shall be responsible for the maintenance, repair and replacement of any other area of the Common Area. In the event of any inconsistency between the above general provisions and the specific provisions of Exhibit "A," the provisions of Exhibit "A" shall prevail. In the event of any inconsistency between the provisions of Exhibit "A," the most specific provision shall prevail. Provided any item is not listed in Exhibit "A," the responsibility for its maintenance shall be determined in accordance with the above general provisions or as otherwise provided by statute or law. Unless damages are caused by a willful or negligent act or neglect, the costs of maintenance, repair and replacement shall be borne by the party responsible for the maintenance, repair and replacement pursuant to this Section 9.2 and Exhibit "A".

9.3 **Damage Caused by Unit Owner.** Should any damage to the Common Area or any Unit result from the willful or negligent act or neglect of any Unit Owner, or such Unit Owner's tenants, guests, invitees, pets or other person or entity deriving any interest through such Unit Owner, the cost of all repairs shall be borne solely by the responsible Unit Owner.

The Owner's obligations shall be subject to the following:

- 9.3.1 The Association shall be responsible for performing the repair of any damage to the Common Area or items over which the Association has control at the responsible Unit Owner's expense. The responsible Unit Owner shall perform the repair of any damage to his or her Unit for which such Unit Owner has control. The Unit Owner of any other Unit which sustained damage shall perform the repair of any such damage, and may charge the cost of repairs and any relocation costs to the responsible Unit Owner.
- 9.3.2 If the responsible Unit Owner disputes or refuses to pay any repair costs incurred by the Association or the Unit Owner of any other Unit which sustained damage, the Association, after reasonable notice and opportunity for a hearing, may, but is not obligated, to charge the cost of those repairs to such Unit Owner as an individual assessment, with the full authority to impose a lien on such amount in the event of non-payment. If the damage is such as may be covered by any insurance carried by the Association, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. Provided the submitted claim is covered by the Association's insurance, the responsible

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Unit Owner shall pay the cost of any deductible applicable to the covered claim. If the submitted claim is not covered by the Association's insurance, or the Board elects not to submit the claim, the responsible Unit Owner shall be responsible for the total cost of repair.

- 9.3.3 All repairs performed to correct any damage shall be sufficient to return the damaged property only to its condition prior to the damage, with upgrades as may be required to conform to any applicable building codes in effect at the time the damage is repaired.
- 9.3.4 Unit Owners must annually inspect the piping, valves, and electrical wiring of their Units and make any necessary repairs. Unit Owners must also regularly inspect their Units for the presence of any water leaks and mold to prevent damages to their Units, the Common Area and other Units. The Board may adopt Rules requiring the use and maintenance of water detection devices and other similar devices intended to prevent and detect water leaks. Unit Owner and his or her tenants, guests, invitees, agents and employees shall hold Association, its Officers, Directors, agents and employees harmless for any claim for property damage or personal injury alleged to arise from the failure of Association, its Officers, Directors, agents or employees to verify and ensure that every Owner has complied with the requirements of this Section 9.3.4 and any Rules and Regulations adopted pursuant to this Section.

9.4 **Damage During Repairs.** In the course of carrying out the maintenance and repair responsibilities of the Association, it may be necessary for agents or representatives of the Association to remove floor or wall coverings, appliances, fixtures or other similar items within a Unit. In this event, the Association's agents or representatives shall use care to cause as little damage as possible. The Association shall restore the structural floor, ceiling or wall. The Owner of the Unit shall be responsible, at his or her sole expense, to paint and to repair or replace any such floor or wall coverings, appliances, fixtures or other similar items which might be damaged during such repair or replacement by the Association's representatives or agents unless the damage is caused by the gross negligence of the Association, its Board, Officers, agents or employees.

9.5 **Limitation of Liability.** The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any property, or the cost of repair or replacement of any damaged property or portions of such Owners' Unit or Exclusive Use Common Area, unless such damage is caused by the gross negligence or willful misconduct of the Association, its Board, Officers, agents or employees.

9.6 **Damages to Unit; Water Intrusion Damage.** Each Owner shall be solely responsible for the repair of any damage to any and all interior items of his or her Unit, and the cost thereof, including, but not limited to, any personal property located within or outside the Unit and Exclusive Use Common Area, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, or any exterior items such as landscaping, caused by any Common Area component or Improvement or any other component or Improvement maintained by the Association, including water intrusion from any Common Area source. An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property, or the cost of repair or replacement of damaged Improvements for which such Owner is responsible. The Association shall not be liable for damage to property in the Community resulting from water which may leak or flow from outside of any Unit 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.

Owners shall cause notice to be given to the Association of any water within, or water intrusion into, their Unit immediately upon discovery of such leak or water intrusion. Within twenty-four hours or sooner of the discovery of a leak or water intrusion, Owner shall cause all water to be extracted, and the Unit cleaned. If Owner has not had water extraction and cleaning performed within forty-eight hours of discovery of the leak or water intrusion, the Association may cause such work to be done and assess the cost of the work to the Owner as an Individual Assessment. The Association is authorized by Section 6.5.6 to enter the Unit to perform water extraction and related repairs on an emergency basis. If repairs are required to a Unit following a leak or water intrusion, Owner shall cause all work to be performed by a licensed contractor experienced in water extraction and mold remediation. Containment procedures designed to prevent contamination of the affected Units, other Units and the Common Areas shall be utilized. If the Owner or occupants are required to vacate the Unit during the water extraction or repairs, Section 8.30 shall apply. Owner and his or her tenants, guests, invitees, agents and employees shall hold the Association harmless for any claim for property damage or personal injury alleged to arise from the presence of mold or fungi in his or her Unit unless the damages or injuries were caused by the gross negligence of the Association, its Board, Officers, agents or employees.

9.7 **Unit Owner Improvements.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of any improvements installed or planted by the Unit Owner, any resident in the Unit Owner's Unit, or the Unit Owner's predecessor in interest, within the Unit, the Exclusive Use Common Areas, or upon the Common Area. The Unit Owner is also responsible for damages to the Common Area caused by such installation, maintenance, use, or repair. Installation of any improvement within the Common Area is subject to the provisions of Article 10 herein.

9.8 **Access over Common Area.** The Unit Owner shall be entitled to reasonable access over and through the Common Area, subject to the consent of the Association and to any other conditions reasonably imposed by the Association, for the

purposes of performing any maintenance, repairs or replacement as required by the Governing Documents. The Association's consent shall not be unreasonably withheld.

9.9 **Failure to Maintain.** If a Unit Owner fails to maintain the areas described herein pursuant to the standards set by the Board, the Board may notify the Unit Owner of the work required and request that the same be done within a reasonable time from the giving of such notice. If the Unit Owner fails to complete maintenance within said time period, the Board may, following notice and an opportunity for hearing, as required by applicable law and the Governing Documents, cause such work to be done, subject to the provisions herein regarding the Association's right of entry to the Unit, and the cost thereof may be levied as an individual assessment pursuant to Section 7.8 herein. The Association shall have an easement over the Units and Exclusive Use Common Area for the purpose of performing the work described herein.

9.10 **Unit Owner Notification to Association.** If, at any time, a Unit Owner discovers or otherwise becomes aware of any condition within the Common Area that may constitute a risk to the health, safety or welfare of the Unit Owners, their family members, tenants, and any other persons entering Las Flores, the Unit Owner shall notify Association representatives of the condition as soon as possible.

9.11 **Effect of Insurance.** The responsibilities or duties in this article are intended to set forth who is responsible, as between Owners and the Association, when damage occurs. It is not intended to preclude either Owners or the Association from obtaining coverage for their respective duties under their respective property, liability or other insurance policies.

ARTICLE 10 ARCHITECTURAL AND DESIGN CONTROL

10.1 **General.** Any change or improvement to the exterior of a Unit, or to the interior which affects the exterior of Unit, any wall, or any mechanical or utility systems (HVAC systems, gas, water or electrical pipes or wires, etc.), or the structural integrity of any building, 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. In the Board's discretion, any architectural committee may either provide recommendations to the Board with regard to approval or disapproval of any submittal or may approve or disapprove submittals.

10.2 **General Changes Requiring Prior Approval.** Nothing may be erected, placed or planted on the exterior of any Unit, or on the Common Area by any Unit Owner, including any wall, balcony, balcony ceiling, electrical fixture, spa, obstruction, wiring, screen, patio cover, tent, awning, trellis, landscaping, chimes, bird feeders or any improvement or structure of any kind, nor may any demolition commence without the prior written approval of the Board. Modifications to the interior of Units which involve alterations to the floor plan, or removal of a wall or have the potential to affect the

Common Area, including the walls, roofs and mechanical or utility systems shall require prior approval. Additionally, prior written Board approval shall be required for any alteration, modification, exterior painting or other change or addition to any existing improvement or landscaping. In this connection, see Section 8.6, which applies to television or radio antennae, satellite dishes, masts, poles or flag poles, etc.

10.3 **Specific Changes.** Subject to other applicable restrictions contained in the Governing Documents, Unit Owners may modify their Units subject to the following:

- 10.3.1 Modifications or alterations of the exterior of any Unit must have the prior written consent of the Board including any modifications to facilitate handicapped access as provided by section 4760 of the California Civil Code. Any approval of such handicapped access modification may be conditioned on such modification's removal, by the Unit Owner at his or her sole expense, once the handicapped access is no longer necessary for the Unit.
- 10.3.2 Alterations to the floor plan of a Unit, removal of walls, or any portion thereof, may not be made within a Unit without the prior written approval of the Board of Directors.
- 10.3.3 No Unit Owner may paint any portion of their Unit without first ensuring that proper procedures are utilized so as to not disturb any asbestos located in the walls or ceilings. Nothing contained herein shall be construed to limit the right of a Unit Owner to paint the interior of his or her Unit any color desired.
- 10.3.4 Any removal or replacement of floor coverings must have prior approval of the Board. The procedure for approval and sound insulation requirements shall be set forth in the Remodeling Rules and Regulations. The Board shall have the power to order a Unit Owner to remove and replace any new floor covering which is installed without approval or which does not comply with the approval requirements and does not adequately mitigate sound transfer.
- 10.3.5 No Unit Owner may tint any window or install any shutter, screen, blind, curtain, drape, tinted window glass or other appurtenance in or on any window or door except those items which are in conformance with standards established by the Board. The color of such installations must be compatible with the existing building exterior.
- 10.3.6 A Unit Owner may enclose his or her Unit's balcony only with the prior written consent of the Board which shall not be

unreasonably withheld. Moving the Unit windows is subject to City requirements, both building codes and fire department regulations. Balcony railings must remain in their original positions. Sundecks on the terrace level may not be enclosed.

- 10.3.7 All modifications of the central air system, or other modifications which may affect the system and its blowers, vents or chutes, must have the prior approval of the Board. Such approval may be conditioned, at the discretion of the Board, upon inspection and approval of an expert or other informed professional acceptable to the Board at the requesting Unit Owners' expense.
- 10.3.8 Connection or combining of Units, accomplished by grant deed or other proper conveyance, either by combining Units or portions thereof, shall require the prior approval of the Board which approval shall not be unreasonably withheld.
- 10.3.9 No hallways may be blocked. No front doors may be moved, blocked, or removed as part of any remodel without prior Board approval.
- 10.3.10 Except as provided by the Governing Documents, Unit Owners shall not have the right to paint, decorate, remodel or alter any Exclusive Use Common Area or the Common Area without the prior written consent of the Board.
- 10.3.11 The Board may condition its approval on obtaining and recording a signed license and indemnity, hold harmless, or other similar agreement from the Unit Owner if the improvements affect the Common Area.

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

- 10.4.1 Complete plans and specifications showing the nature, kind, shape, size, height, materials to be used and location of any proposed improvements, alterations or landscaping, as well as the proposed licensed contractor and any other information as required by the Board, shall be prepared by the requesting Unit Owner and submitted to the Association, along with any fee or deposit established in the Architectural Rules. The Board may establish a construction fee or deposit and require that it be paid with the plans and specifications.

- 10.4.2 The architectural committee and/or Board shall review the submission and provide a written response to the requesting Unit Owner, including an explanation of the reasons for any disapproval.
- 10.4.3 In the event the Board or architectural committee fails to provide a written response to the requesting Unit Owner within sixty days of receipt of the completed request from the Unit Owner, the Unit Owner may notify the Board in writing that a response has not been received. If the Board fails to respond within thirty days of the receipt of the notice, approval will not be required and the related covenants shall be deemed to have been fully satisfied.
- 10.4.4 If any architectural committee denies a submission, the Unit Owner may appeal the denial to the Board, by written request, within thirty days of the date of the denial.
- 10.4.5 Once a Unit Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within four months unless an extension of time is approved by the Board.

10.5 **Architectural Rules.** The Board may, in its sole discretion, adopt, amend and repeal, as it deems necessary, Architectural Rules. The Architectural Rules 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, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in Las Flores, provided, however, that said Architectural Rules shall not be in derogation of the standards required by this Restated Declaration. The Architectural Rules may also address the information which is required to be presented in connection with an architectural submittal and may establish fees to reimburse the Association for any costs it incurs to review architectural submittals or to facilitate any work performed within a Unit.

10.6 **Standard of Architectural Review.** An architectural submittal made by a Unit Owner shall be reviewed for conformity with the Architectural Rules. 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, previous approval of similar improvements, Unit Owner and contractor insurance coverage, compliance with governmental permit requirements and contractor license status.

10.7 **Architectural Committee.** The architectural committee, if any, shall consist of at least two members, formed as follows:

- 10.7.1 The Board shall have the right to appoint all of the members of the committee.
- 10.7.2 If the committee will approve or disapprove submittals, at least two members appointed to the committee by the Board must be Board members.
- 10.7.3 Members shall be appointed for terms as prescribed by the Board. All members of the committee may be removed by the Board at any time with or without cause.
- 10.7.4 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.
- 10.7.5 The vote or written consent of the majority of the committee shall be required for any recommendation or decision.

10.8 **Fee for Review.** The Board shall have the right to establish a fee for the review and approval of plans and specifications which must be submitted to the Association pursuant to the provisions of this Article, which shall be reasonably related to the duties performed. Unit Owners shall be responsible for the Association's costs incurred for review of their plans.

10.9 **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.

Notwithstanding the above, the Board may hire an architect or other professional to consult with the committee and Board and the Association may compensate the architect or professional for services rendered to the Association.

10.10 **Liability.** Neither the Board, the architectural committee nor any member thereof shall be liable to the Association or to any Unit Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the 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, or (c) the development of any property within the neighborhood; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him or her.

10.11 **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 the Association, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section.

- 10.11.1 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.
- 10.11.2 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 architectural committee or the Board or if it does not conform to the plans and specifications submitted to the Association.
- 10.11.3 The Board, committee, or agents of the Association may periodically enter any Unit during the course of construction to ensure that the construction is proceeding according to any approved plans and is not adversely affecting the Common Area.
- 10.11.4 If the Unit Owner fails to remedy any noticed noncompliance within the time specified by the Board, the Board shall set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The notice and an opportunity for a hearing shall comply with all applicable laws and the Governing Documents.
- 10.11.5 At the hearing, the Unit Owner, a representative(s) of the architectural committee 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.
- 10.11.6 If a noncompliance is determined to exist, the Board shall require the Unit 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.
- 10.11.7 If the Unit 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 Unit Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Unit Owner to the Association, the Board shall recover such expenses through the levy of an individual assessment against such Unit Owner.

- 10.11.8 The approval by the architectural committee or the Board of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring the approval of the architectural committee or Board 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 Unit Owner. Different location for improvements, the size of the improvement, proximity to other Units or the Common Area and other factors may be taken into consideration by the architectural committee and the Board in reviewing a particular submittal.
- 10.11.9 Notwithstanding any other provisions herein, the Board of Directors shall have the authority to obtain a restraining order or injunction at any time after discovery that work is proceeding without approval of the architectural committee or the Board or in a manner that is different than that approved by the architectural committee or the Board if the Board deems such action necessary to protect the Association's interests.

10.12 ***Noncompliance with Laws.*** Neither the Association, the Board nor the architectural committee shall be responsible for any noncompliance with any governmental law, rule or regulation of any improvement or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications approved by the Board or any defect in any conditions or requirements they may have imposed with respect thereto.

10.13 ***Governmental Permits and Approvals.*** Prior to commencing any alteration or improvements approved by the Board, the Unit 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 Board shall not be considered to satisfy the 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. A Unit Owner's failure to obtain any required governmental approval may subject such Unit Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Association, which penalties shall be the responsibility of such Unit Owner.

ARTICLE 11 - INSURANCE

11.1 ***Fire and Casualty Insurance.*** The Association shall obtain and maintain a policy of fire and casualty insurance on the Common Area and for which the Association is responsible pursuant to the Governing Documents, containing the

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standard extended coverage and replacement cost endorsements and for such other or special endorsement as will afford protection and insure, for the full insurable current replacement cost (excluding foundations and excavation, but without deduction for depreciation) on all Common Area and Improvements thereon, and the personal property of the Association for or against the following:

- 11.1.1 Loss or damage by fire or other risks covered by the standard coverage endorsement;
- 11.1.2 Loss or damage from theft, vandalism or malicious mischief; and
- 11.1.3 Such other risks, perils or coverage as the Board of Directors may determine.

Such policy or the endorsement made a part thereof, shall, to the extent available, provide that the insurer issuing the policy agrees to abide by decisions of the Association made in accordance with the provisions of Article 12 of this Declaration as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Area. The Association shall have the right to have the Association's insurance policy provide coverage for what is commonly referred to as "bare walls" coverage so that the Association's insurance policy covers solely those improvements that the Association is responsible for maintaining pursuant to Article 9 herein. The Association may, but is not required to insure improvements or fixtures such as cabinets, built-in appliances or floor or wall coverings, within the Unit or Exclusive Use Common Area. The amount of any deductible shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Unit Owners, and their Lenders, as their interests may appear as named insureds, subject, however, to any loss payment requirements set forth in this Restated Declaration. If required by any First Lender who notifies the Association of its requirement, and if economically feasible and available, such policies shall contain an inflation guard endorsement and a construction code endorsement.

11.2 **General Liability Insurance.** The Association shall obtain and maintain a policy or policies insuring the Association, its Officers, Directors, agents and employees, and the Owners 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 Units owned by the Association. Limits of liability under the insurance shall not be less than \$3,000,000.00 covering all claims for wrongful death, bodily injury, and property damage arising out of a single occurrence. If the minimum amount necessary to comply with Civil Code section 5805 or any successor statute is a larger amount, the statute shall control.

11.3 **Directors and Officers Liability Insurance.** The Association shall obtain and maintain one or more policies of insurance covering errors and omissions for Officers and Directors of the Association, and if desirable, committee members of the Association. Limits of liability under this insurance shall be not less than One Million

Dollars or such larger amount as determined by the Board at its sole discretion, but in no event shall the minimum amount be less than the amount necessary to comply with Civil Code section 5800 or any successor statute or other applicable law.

11.4 **Fidelity Coverage.** The Association shall purchase and maintain a fidelity bond or insurance insuring the Association against dishonest acts on the part of Directors, managers, Officers and employees, the employees of any manager or managing agent, and any other person or entity handling funds of the Association naming the Association as obligee and written in an amount not less than three times the monthly Assessments for all Units within the Association plus all reserves or to comply with FHA guidelines. Such coverage shall additionally contain an endorsement for any person(s) who may serve without compensation. The bond or policy must contain a provision that it may not be cancelled or substantially modified without at least ten days' prior written notice to the Association or insurance trustee.

11.5 **Workers Compensation.** The Association shall obtain and maintain workers compensation coverage in and for amounts satisfactory to the Board, to the extent required by Applicable Law, for all employees of the Association.

11.6 **Mechanical Insurance.** The Association may purchase coverage insuring against the explosion of steam boilers or pressure vessels and breakdown of machinery in such amounts and in such forms as are deemed appropriate by the Board.

11.7 **Other Association Insurance.** The Board shall have the discretion to obtain and maintain any other insurance, including without limitation, earthquake and flood insurance, as it deems appropriate.

11.8 **Association Compliance with Insurance Requirements.** The Association may satisfy its insurance requirements contained in Sections 11.1 through 11.7 if Las Flores is covered by a policy or policies obtained for the benefit of all or a portion of the ten associations within Coronado Shores as long as the policy or policies meet the requirements of this Article.

11.9 **Notice of Cancellation or Modification.** The limits and coverage of insurance carried by the Association shall include a provision for at least ten days' prior written notice to the Association, and, if available, to each First Lender which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation or substantial modification by any party.

11.10 **Qualifications of Insurance Carriers.** The Association shall use generally acceptable insurance carriers from which to purchase and maintain the coverage required herein. All insurance policies the Association is required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "A-VII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to the Association. If an A.M. Best Insurance Service rating is not available, a comparable rating service may be used.

11.11 Failure to Acquire Insurance. The Association, and its Directors and Officers, shall have no liability to any Unit Owner or Lender 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 Unit Owners fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Unit Owners and any Lender entitled to notice that the specific insurance will not be obtained or renewed.

The Association, and its Directors and Officers, shall also have no liability to any Unit Owner or Lender if it does not obtain any of the insurance referenced hereunder which is not required but may be obtained at the discretion of the Association. The Board may, in good faith in its sole discretion, determine that obtaining any of the discretionary insurance is unreasonable or unnecessary under the circumstances. In making a determination as to whether to acquire any such discretionary insurance, the Board may base its decision upon, among other things, a vote of the Unit Owners.

11.12 Trustee for Policies. Each Unit Owner appoints the Board to act on behalf of the Unit Owners in connection with all insurance matters arising from any insurance policy maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall have the full power to receive the proceeds and to use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in Article 12 of this Restated Declaration. The Board is hereby 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. Any two (2) officers of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insured's. Notwithstanding the foregoing, there may be named as an insured a representative chosen by the Board, including a trustee with whom the Association may enter into an insurance trust agreement or any successor to such trustee who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions necessary to accomplish this purpose.

11.13 Insurance Premiums. Insurance premiums for any insurance coverage obtained by the Association shall be a Common Expense included in the regular or special assessments. That portion of the assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due.

11.14 Insurance Policy Deductibles. [Civ. Code § 5300] 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:

- 11.14.1 Except as provided in Sections 11.14.5 and 11.14.6, the Unit Owner shall be responsible for any costs not covered by the Association's insurance due to the deductible if the damage or loss occurs to the Unit Owner's real or personal property, or other property for which the Unit Owner is responsible for maintaining.
- 11.14.2 The Unit Owner shall be responsible for any costs not covered due to the deductible if the damage or loss occurs to the Common Area or any item for which the Association is responsible for maintaining when that damage or loss is caused by any property, component or item that the Unit Owner is responsible for maintaining pursuant to this Restated Declaration. This obligation exists regardless of whether the Unit Owner was negligent in the use, maintenance, repair, replacement or removal of that property, component or item.
- 11.14.3 Except as provided in Sections 11.14.2 and 11.14.5, the Association shall be responsible for any costs not covered due to the deductible if the damage or loss occurs to the Common Area or any item for which the Association is responsible for maintaining when that damage or loss is caused by any property, component or other item for which the Association is responsible for maintaining pursuant to this Restated Declaration.
- 11.14.4 If the damage or loss occurs to more than one Unit Owner's Unit, the liability for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each party's cost of repair to the total costs of repair subject to Section 11.14.5 below.
- 11.14.5 Notwithstanding the above, if the damage or loss to Common Area and/or Unit(s) is caused by the negligence or misconduct of any Unit Owner, or resident, guest, tenant or invitee of a Unit Owner, that Unit Owner shall be solely liable for the deductible if the damage or loss is covered by the Association's insurance. Otherwise, the Unit Owner shall be solely liable for the entire damage or loss in accordance with Sections 8.9 and 9.3 of this Restated Declaration.
- 11.14.6 Notwithstanding the above, if the damage or loss to one or more Units is caused by the gross negligence or willful misconduct of the Association or its Directors, Officers, manager, employee or agent, the Association shall be responsible for the deductible.

11.15 **Making Claims to the Association's Insurance.** Only the Association, acting through its Board, or designated agent, is authorized to present claims to any of the Association's insurance carriers. Unit Owners shall not make claims directly to any of the Association's insurance agents, insurers or policies. In the event the Association incurs any cost or damage as the result of a Unit Owner's violation of this Section, the Association may levy a Reimbursement Assessment against such Unit Owner in an amount equal to all direct and indirect costs and expenses incurred by the Association after a Notice and Hearing.

11.16 **Waiver of Claims.** The Unit Owners hereby covenant and agree to waive and release all claims against the Association, Directors, Officers, and family members, agents and employees of each of the foregoing, with respect to any loss covered by insurance carried by the Association whether or not such loss was caused by the negligence of or breach of any agreement by said persons.

11.17 **Insurance Disclosures.** [Civ. Code §§ 5300 & 5810] The Association shall disclose such information regarding insurance coverage as and when required by any applicable statute or law. Failure to disclose such information shall not impose any liability upon the Association or Board other than that provided for in such statute or law.

11.18 **Unit Owner's Insurance.** A Unit Owner shall obtain and maintain at his or her sole expense, insurance to protect against any damage to, or loss of the Unit Owner's real or personal property, and the cost of repair or replacement of damaged items, including but not limited to, any Improvements and upgrades made by the Unit Owner, any personal property, built-in cabinets, decorations, floor and wall coverings, appliances, fixtures and other items therein, and any exterior items for which said Unit Owner is responsible, even where such damage is caused by any Common Area component or any other component maintained by the Association or by any failure thereof. The Owner's policy shall be the primary policy for any claims for damages or loss of Unit Owner's property. The Association and its Directors, Officers, agents and employees shall not be liable to any Unit Owner or his or her tenants, invitees, guests or others, for damage to or loss of any such property, or the cost of repair or replacement of any damaged property or portions of such Unit Owner's Unit, unless such damage is caused by the gross negligence of the Association, its Board, Officers, agents or employees.

Unit Owners shall also obtain and maintain in effect personal liability insurance coverage with respect to their Units in the amount they deem appropriate.

Owners and their tenants, guests, invitees, agents and employees shall hold the Association, its Officers, Directors, agents and employees harmless for any claim for property damage or personal injury alleged to arise from the failure of the Association, its Officers, Directors, agents or employees to verify and ensure that every Owner has complied with this requirement to obtain and maintain insurance.

Unit Owners failing to obtain or maintain insurance as required by this Section shall be responsible for all damages to the Association caused by the failure to obtain or

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maintain said insurance. Said damages shall include, but not be limited to: cancellation of Association's insurance policy, increase in premiums, out of pocket payments, etc.

ARTICLE 12 - DAMAGE OR DESTRUCTION

12.1 **Duty to Restore.** [Civ. Code § 4775] Any portion of the Common Area that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- 12.1.1 Las Flores is terminated.
- 12.1.2 Repair or replacement would be illegal under a state statute or municipal ordinance.
- 12.1.3 Eighty percent of the Voting Power of the Unit Owners, including each Unit Owner of a Unit or Exclusive Use Common Area that will not be rebuilt, votes not to rebuild.

12.2 **Cost of Repair.** Any cost of repair or replacement of the Common Area in excess of any insurance proceeds and reserves shall be a common expense, levied against Condominiums in the same proportion as regular assessments are levied.

12.3 **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, a majority of the Voting Power of the Unit Owners, and at least fifty-one percent of Eligible Lenders holding Mortgages on Units subject to the repair.

12.4 **Replacement of Less Than Entire Las Flores.**

- 12.4.1 Any insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of Las Flores.
- 12.4.2 Except to the extent that other persons or entities will be distributees:
 - (a) Any insurance proceeds attributable to a Unit and Exclusive Use Common Area that are not rebuilt must be distributed to the Unit Owner of that Unit and the Unit Owner of the Unit to which the Exclusive Use Common Area is appurtenant, or to lien holders, as their interests may appear.

- (b) The remainder of any proceeds must be distributed equally to the Unit Owners of each Unit which will remain or to Lenders, as their interests may appear.

- 12.4.3 If the Unit Owners vote not to rebuild a Unit, the common interest portions of the Unit shall be reallocated among all other Units, and the Association shall prepare, execute and record an amendment to this Restated Declaration reflecting the reallocations.

12.5 **Insurance Proceeds.** An insurance trustee appointed by the Board or insurance company, or if there is no trustee, then the Board, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and Lenders. Subject to the provisions of this Restated Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Area. The Association, Unit Owners and Lenders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Area has been completely repaired or restored, or unless Las Flores is terminated.

12.6 **Separation of Insureds.** Any liability policy obtained by the Association shall provide for a separation of insureds such that the insurance will apply as if each insured were the only insured.

12.7 **Disbursements to Unit Owners and Lenders.** If the Community is terminated, any insurance proceeds distributed to Unit Owners and Lenders of Units shall be distributed in proportion to the amount of the insured loss on each Unit Owner's Unit as determined by an independent insurance adjuster. That determination shall be performed by an independent insurance adjuster who shall be selected by the Board and who shall either be a member of, and apply the standards of, a nationally recognized insurance adjusting organization or shall have at least fifteen years of experience in adjusting residential insurance claims.

12.8 **Certificates By Board.** The trustee, if any, may rely on the following certifications in writing made by the Board:

- 12.8.1 Whether or not damaged or destroyed property is to be repaired or restored.
- 12.8.2 The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

12.9 **Certificates by Attorneys or Title Insurance Companies.** If payments are to be made to Unit Owners or Lenders, then the Board and the trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the Official Records of the County Recorder, stating the names of the Unit Owners and the Lenders.

12.10 **Casualty Destruction of Unit.** In the event of damage or destruction to any Unit, and unless the Unit Owners vote not to rebuild the Common Area surrounding the Unit, the Unit Owner thereof shall reconstruct the Unit as soon as reasonably practicable and substantially in accord with the original plans and specifications therefore; provided, however, that any such Unit Owner may, with the written consent of the Board pursuant to Article 10 herein, reconstruct or repair the same pursuant to new or changed plans and specifications.

ARTICLE 13 - EMINENT DOMAIN

13.1 **Representation by Association.** The Association shall represent the Unit Owners in the event of any threatened condemnation, condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or any part thereof. In furtherance of this purpose, each Unit Owner, by acceptance of a deed to his or her Condominium, irrevocably appoints the Association as their attorney-in-fact to represent the Unit Owners in any condemnation proceeding.

13.2 **Common Area Taking.** In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement, less any fees or costs incurred in collection thereof, shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Unit Owners and their Lenders according to the relative values of the Condominiums affected by the condemnation as determined by an independent appraiser where Condominiums are not valued separately by the condemning authority or by the court.

13.3 **Condominium Unit Taking.** In the event of an award for the taking of any Condominium in Las Flores by eminent domain, the respective Unit Owner(s) and Lenders of such Condominium shall be entitled to receive the award for such taking, less any fees and costs incurred in collecting such amount and only up to the fair market value of the Condominium, and after acceptance thereof he or she and the Lender shall be divested of all interest in Las Flores if such Unit Owner shall vacate his Condominium as a result of such taking. The remaining Unit Owners shall decide by majority vote whether to rebuild or repair Las Flores, or take other action. The remaining portion of Las Flores shall be resurveyed, if necessary, and this Restated Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Unit Owners in Las Flores based on the number of Units remaining in Las Flores.

13.4 **Substantial Taking.** [Civ. Code § 4610] If there is a substantial taking of Las Flores (more than fifty percent), the Unit Owners may terminate the legal status of Las Flores and, if necessary, bring a partition action under California Civil Code section 4610 or any successor statute, on the election to terminate by fifty-one percent 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 Unit Owners

and their respective Lenders in proportion to the fair market values of the Condominiums.

ARTICLE 14 - RIGHTS OF LENDERS

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

14.2 **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 Unit can be sold. Should any such rights nevertheless be created in the future, such rights shall not impair the rights of any First Lender to: (1) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the Lender.

14.3 **Unpaid Dues or Charges.** Where the Lender of a First Mortgage of record or other purchaser of a Unit 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 Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units including such acquirer, his successors and assigns.

14.4 **Action Requiring Lender Approval** Except as provided by statute in case of condemnation or substantial loss to the Condominiums and Common Area, approval by at least fifty-one percent of the Eligible Lenders (based upon one vote for each Mortgage owned), is needed to:

- 14.4.1 Abandon or terminate the Community as a condominium Community (except for abandonment or termination provided by Applicable Law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain).
- 14.4.2 Change the pro rata interest or obligations of any individual Condominium for the purpose of (1) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Condominium in the Common Area, provided that no Owner's undivided interest

in the Common Area may be changed without the consent of that Owner.

- 14.4.3 Partition or subdivide any Condominium.
- 14.4.4 Abandon, partition, subdivide, encumber, sell or transfer the Common Area, or any property owned, directly or indirectly, by the Association. (The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association is not a transfer in the meaning of this clause.)
- 14.4.5 Use hazard insurance proceeds for losses to any of the Community (whether to Condominiums or to Common Area) for other than the repair, replacement or reconstruction of such property.

14.5 Payment of Taxes and Insurance. First Lenders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area property. First Lenders making such payments shall be owed immediate reimbursement from the Association.

14.6 Priority of Proceed or Award Distribution. Any other provision herein contained to the contrary notwithstanding, no provision of the Governing Documents shall give a Unit Owner, or any other party, priority over any rights of the First Lender pursuant to its Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

14.7 Notification of Lender Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any Eligible Lender will be entitled to timely written notice of:

- 14.7.1 Any condemnation loss or any casualty loss which affects a material portion of the Community or the Unit insured or guaranteed by such Eligible Lender;
- 14.7.2 Any default in the performance by an Owner of any obligation under the Governing Documents not cured within sixty days;
- 14.7.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

- 14.7.4 Any proposed action which would require the consent of a specified percentage of Eligible Lenders as required by the Governing Documents.

14.8 **Termination of Professional Management.** Provided professional management has previously been required by any Eligible Lender, any decision to establish self-management by the Association shall require the consent of at least sixty-seven percent of the Voting Power and at least fifty-one percent of Eligible Lenders; provided that so long as any Mortgage which is a lien on a Unit is insured or guaranteed by the Federal Housing Administration, any termination and failure to replace professional management shall require the prior written approval of the Federal Housing Administration.

14.9 **Inspection of Documents, Books and Records.** The Association shall make available to Eligible Lenders, current copies of the Governing Documents and the accounting books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

14.10 **Non-Curable Breach.** Any Lender who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure any breach of this Restated Declaration that is non-curable or of a type that is not practical or feasible to cure.

14.11 **Loan to Facilitate.** Any First Mortgage given to secure a loan to facilitate the resale of a Unit after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article.

14.12 **Lenders Furnishing Information.** Any Lender shall be entitled and authorized to furnish information to the Board concerning the status of any Mortgage.

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

14.14 **Termination without Substantial Destruction.** Except as provided by statute or by other provision of the Governing Documents in case of substantial destruction or condemnation of the Community, the consent of at least sixty-seven percent of the Voting Power of the Association and the approval of fifty-one percent of Eligible Lenders shall be required to terminate the Community; provided that if termination is for reasons other than substantial destruction or condemnation, the agreement of sixty-seven percent of Eligible Lenders is required.

ARTICLE 15 - ENFORCEMENT

15.1 **Right to Enforce; Remedies.** [Civ. Code §§ 5850 et seq., 5975, 5900 et seq. & 5925 et seq.; Corp. Code § 7231] The Association or any Unit 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 Unit Owner of a Condominium shall have a right of action against the Association or any Unit Owner for failure to comply with the provisions of the Governing Documents. The remedies provided for herein are to be considered cumulative and the use of one remedy shall not preclude the use of any other.

15.2 **Board Discretion Whether to Enforce.** [Corp. Code § 7231] In deciding whether to take any action to enforce the restrictions, conditions, covenants, reservations, liens and changes in the Governing Documents, the Board may exercise its discretion using the business judgment rule of Corporations Code section 7231.

15.3 **Nuisance.** [Civ. Code § 3479] The result of every act or omission, whereby any provision, condition, restriction, covenants, 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 Unit Owner and the Association. Each remedy provided herein shall be cumulative and not exclusive.

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

15.5 **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.

15.6 **Violation of Applicable Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Condominium within Las Flores is declared to be a violation of the Governing Documents and subject to any or all of the enforcement procedures herein set forth.

15.7 **Compliance with Applicable Law.** [Civ. Code §§ 5850 et seq., 5975, 5900 et seq. & 5925 et seq.; Corp. Code § 7231] All activities to enforce the provisions of the Governing Documents shall be conducted in accordance with all Applicable Laws. This Section shall apply to both the Association and to all Unit Owners.

15.8 **Attorneys' Fees.** [Civ. Code § 5975] 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, whether or not such controversy proceeds to litigation. In the event litigation 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 Unit which is enforceable as an Assessment pursuant to the Governing Documents. This Section shall also apply to actual attorneys' fees incurred to collect any post-judgment costs.

ARTICLE 16 - AMENDMENTS

16.1 **Unit Owner Approval of Amendments.** [Civ. Code §§ 4260, 4270, 4275 & 5100 et seq.] This Restated Declaration may be amended with the approval of a simple majority of the Voting Power or as otherwise specified in Section 16.2 herein.

An amendment becomes effective after (a) the approval of the required percentage of the Voting Power 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 San Diego County.

16.2 **Amendment of Restated Declaration by Board Vote.** The Board of Directors shall have the power to amend this Restated Declaration only as this Section permits. By a majority vote of the full Board, the Board shall have the power to prepare and, in the case of the Restated Declaration, to record an amendment to make a change in the Restated Declaration needed to comply with any requirements of Institutional Lenders requiring a waiver of subrogation provision if the requirements are affecting the marketability of the Units.

If the Board approves an amendment under this Section 16, the amendment shall not be recorded or filed until the following procedure is implemented. The Board shall first send notice of such action to the Unit Owners, which notice shall include the text of the proposed amendment and an opinion from legal counsel that the proposed addition of a waiver of subrogation provision in this Restated Declaration is required by Institutional Lenders. An amendment shall be considered ratified, unless within thirty days after the date such notice is sent to the Unit Owners, the Unit Owners entitled to cast twenty percent of the Voting Power, sign a written petition to reconsider the Board's action and file it with the Board. If such a petition is filed, the Board shall call a special meeting of the Unit Owners to reconsider the Board's action. At the meeting, unless a majority of the Voting Power of the Association rejects the proposed amendment, the amendment shall be considered ratified, whether or not a quorum is present at the special meeting.

This Section shall not restrict the powers of the Unit Owners to amend this Restated Declaration by any other method, but is intended to authorize a simple process for amendment to add a waiver of subrogation provision.

16.3 **Statute of Limitations to Challenge Amendments.** No action to challenge the terms or validity of any amendment to this Restated Declaration or to the Bylaws may be made more than one year after the recording date in the case of an

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amendment to the Restated Declaration, or more than one year after the official tally of the vote in the case of an amendment to the Bylaws.

ARTICLE 17 - GENERAL PROVISIONS

17.1 **Term.** The provisions of this Restated Declaration shall continue in effect for a term of fifty years from the date of execution. Thereafter, it shall be automatically extended for successive periods of ten years, until the membership of the Association decides to terminate it. Termination may occur at any time if approved by the Unit Owners pursuant to the requirements for amendments in Article 16 herein and subject to any applicable State and City laws, ordinances or requirements.

17.2 **Severability; Invalidity.** The provisions of this Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision. If for any reason this Restated Declaration is declared completely invalid in its entirety, the Declaration shall be deemed to have survived and thereafter become effective without any further action.

17.3 **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 Unit Owners and their heirs, grantees, tenants, successors, and assigns.

17.4 **Interpretation.** [Civ. Code § 4215] 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 condominium community. 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.

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

17.6 **Fair Housing.** [Gov. Code § 12956.1] Neither Association nor any Unit Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Unit Owner's Unit to any person on the basis of race, color, sex, sexual orientation, religion, ancestry, national origin, age, marital status, physical handicap or any other classification prohibited by law.

17.7 **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.

17.8 **Variations.** The Board may authorize variations from compliance with any of the architectural or use provisions of this Restated Declaration as follows:

- 17.8.1 Variations may be granted, without limitation, to restrictions upon use contained in Article 8, restrictions on repair and maintenance in Article 9, and architectural restrictions in Article 10, when circumstances such as topography, location, engineering, economy, hardship, aesthetic or environmental considerations warrant.
- 17.8.2 Variations shall be in writing and shall become effective upon final approval by the Board.
- 17.8.3 When a variation is granted, no violation of the Restated Declaration shall be deemed to have occurred with respect to the matter for which the variation was granted. The granting of a variation 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 covered by the variation, nor shall it affect in any way the Unit Owner's obligation to comply with all governmental laws and regulations affecting the use of the premises, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by the County of San Diego or any other governmental authority.
- 17.8.4 The Association may charge a reasonable fee to cover any costs associated with the variation approval process, or for issuance of a variation.
- 17.8.5 The Board may enact additional rules and regulations regarding the variation approval process, the circumstances under which a variation may be granted, and the execution of indemnity or other agreements by the Unit Owner as a condition to issuance of a variation.

17.9 **Governing Document Priorities.** [Civ. Code § 4205] In the event of a conflict between the Governing Documents, or any provision thereof, the following documents shall take precedence in the order given: (1) the Condominium Plan, (2) this Restated Declaration, (3) the Articles, (4) the Bylaws, and (5) the Rules and Regulations.

17.10 **Conflict with Statutes.** Provided any federal, state or local statute, law or ordinance is inconsistent with any provision or provisions of the Governing Documents, and compliance with that statute, law or ordinance is mandatory, neither the Association, the Board nor any member thereof shall have any liability for complying

with the federal, state or local statute, law or ordinance and not with the inconsistent provision or provisions of the Governing Documents.

17.11 References to Code Sections. Statutes or administrative regulations that are shown in brackets at the beginning of a section or paragraph in this Restated Declaration are intended to show that the respective section or paragraph is based on the particular statute or administrative regulation referred to in the brackets. Unless otherwise noted, all references are to statutes and administrative regulations of the State of California. Any issues not addressed expressly by the Governing Documents shall be controlled by relevant provisions of the Davis-Stirling Common Interest Development Act (Civil Code section 4000 et seq.) and the California Corporations Code and by judicial interpretations of these statutes, whether the Association is incorporated or not. In the event any of the statutes or laws referenced herein are amended, modified, or otherwise changed, the references herein shall be deemed to refer to the statutes or laws as amended, modified or otherwise changed. If a statute or law is deleted, any reference herein shall be deemed to refer to any successor statute or law.

17.12 Notice Requirements. Unless otherwise required by applicable law, all notices, correspondence, and communications of any kind shall be addressed to the Unit Owner at the address given to the Association by the Unit Owner. If the Unit Owner has not provided an address to the Association, the notices, correspondence, and communications shall be addressed to the Unit Owner at the Unit address. This Restated Declaration and the Bylaws set forth the requirements for notices to the Unit Owners, Board members, the Association and others in effect at the time of enactment of these Governing Documents. If any statutory notice requirements change in the future, the Association, the Board of Directors and the Unit Owners may comply with those new statutory requirements rather than any requirements specified in the Governing Documents.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration of Restrictions this 3rd day of DECEMBER, 2014.


DECLARANT:

CORONADO SHORES NO. 4 (Las Flores)

a California nonprofit mutual benefit corporation

Coronado Shores Condominium Association No. 4

By: 
President

By: 
Secretary

AMENDED DECLARATION – CORONADO SHORES #4

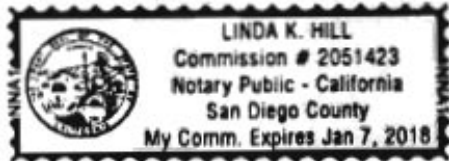
NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On Tuesday
December 02, 2014 before me, Linda K. Hill, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared George Kachisian
Name of Signer

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 and 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.

Linda K. Hill

Place Notary Seal Above
Signature of Notary Public

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: 2014 Amendment Restated Declaration of Restrictions for CSCA#4
Document Date: December 02, 2014 Number of Pages: 70 pages + Acknow.
Signer Other Than Named Above: Phyllis Marcus Secretary of Board

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: George Kachisian

- Individual
- Corporate Officer
Title: President of Board
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
CSCA#4 Board

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

- Individual
- Corporate Officer
Title: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On Wednesday
December 03, 2014 before me,

}
Linda K. Hill
Here Insert Name and Title of the Officer

personally appeared

Phyllis K. Maas
Name(s) of Signer(s)

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: Linda K Hill
Signature of Notary Public

Place Notary Seal and/or Stamp 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: 2014 Amendment Restated Declaration of SCAM

Document Date: December 02, 2014 Number of Pages: 20 + Acknow

Signer(s) Other Than Named Above: George Kachigian

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: Phyllis K. Maas

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer Is Representing: SCAM Board of Directors

EXHIBIT "A" - MAINTENANCE LIST

The following is a listing of the items within Las Flores, the maintenance, repair and replacement duty for which Owners and the Association are responsible in accordance with Section 9.2 of the Restated Declaration. This does not eliminate the Unit Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's additional obligations, including without limitation, Owner's financial liability for certain component repairs and replacement, under Sections 9.2, 9.3, 9.6 or any other similar provision in the Governing Documents.

COMPONENT(S)	UNIT OWNER	ASSOC.
Air Conditioning System/Heating – Each Unit – Heat Pump	T	
Air Conditioning System/Heating – Each Unit – Cooling Tower		T
Appliances - Built-in/Free Standing	T	
Balcony – Terrace (Deck Painting & Floor Covering, Incl. Tile)	T	
Balcony – Owner Installed Extensions, Push-Outs and Enclosures	T	
Balcony Railings – Cleaning	T	
Balcony Railings – Painting (Inside/Outside Surfaces)		T
Balcony Structural Supports		T
Balcony – Waterproofing		T
Bathtub Waster and Overflow	T	
Cabinets - in Units	T	
Cable T.V. Wiring - From Originally Installed Termination Point into the Unit	T	
Cable T.V. Wiring - in Common Area to Originally Installed Termination Point		T
Carpeting (Common Areas)		T
Carpeting (in Units)	T	
Caulking (Exterior)		T

AMENDED DECLARATION – CORONADO SHORES #4

COMPONENT(S)	UNIT OWNER	ASSOC.
Caulking (Units)	T	
Ceilings - Coating, Texturing, Painting	T	
Common Area Improvements		T
Doorbell (Exterior/Interior Components)	T	
Doors - Entry (Flashing/Waterproofing)	To Unit	Bldg. Entry
Doors - Entry - (Frame & Door)	To Unit	Bldg. Entry
Doors - Entry (Locks/Hardware)	To Unit	Bldg. Entry
Doors - Unit Entry (Painting or Finished Surfaces)	Interior Side Towards Unit	Exterior Side Facing Common Area
Doors - Unit Interior	T	
Door Screens/Storm/Security - Unit	T	
Doors, Sliding Glass - Glass		T
Doors, Sliding Glass - Flashing/Waterproofing	T	
Doors, Sliding Glass - Frame and Tracks	T	
Doors, Sliding Glass - Hardware	T	
Doors, Sliding Glass - Screen	T	
Drainage Systems (Main Piping)		T
Drains (Bathtubs & Sinks)	T	
Drains (Curbs)		T
Drains (Terrace/Roof/Planters & Yards)		T
Driveways and Parking Spaces - Inside Garages - Concrete and Asphalt		T
Dryer Vents - Cleaning and Repair	In Unit	Common Area
Drywall - Damage Repairs (e.g., cracks, inside minor localized water damage, dents, holes, etc.)	In Unit	Common Area
Drywall - Interior - Replace	In Unit	Common Area

COMPONENT(S)	UNIT OWNER	ASSOC.
Electrical Panels & Circuit Breakers	In Units	Common Areas
Electrical Switches/sockets (Unit Interior)	T	
Electrical Switches/sockets (Unit Exterior)		T
Electrical Wiring (In & To Units)	T	
Electrical Wiring (Common Areas)		T
Exhaust Fans		T
Exterior Building Surfaces		T
Exterior Faucets, Handles, Washers (Common Area)		T
Exterior Lighting Fixtures (Common Area)		T
Floor - Structural (Concrete)		T
Floor Coverings (Carpet, Vinyl & Hard Surface)	In Units	Common Area
Front Entry Landings		T
Furnace – Unit Systems	T	
Garage Door Remotes or Cards		T
Garages		T
Garage Gates		T
Garbage Disposal	T	
Gas Lines		T
Glass - Common Area		T
Glass - Unit Windows – Original Glass		T
Glass – Unit Windows – Owner Installed Double Pane and/or Tinted	T	
Hose Bibs	T	
Insulation	In Unit	Common Area
Landscaping – Unit Balconies and Patios	T	

AMENDED DECLARATION – CORONADO SHORES #4

COMPONENT(S)	UNIT OWNER	ASSOC.
Landscaping – Common Area		T
Lighting Fixtures – Common Area - Exterior		T
Lighting Fixtures - Common Area - Interior		T
Lighting Fixtures - Inside Units	T	
Lighting Fixtures – Balconies and Patios	T	
Mailboxes		T
Mailboxes – Keys and Locks	T	
Painting (Interior)	In Units	Common Area
Parking Spaces (Inside)	T	
Parking Spaces - Cleaning Oil Leaks	T	
Parking Spaces - Maintenance, Repair and Replacement, Excluding Cleaning Oil Leaks		T
Pest Control	In Unit	Common Area
Planter Boxes – Unit Balconies and Patios	T	
Plumbing Fixtures – Unit Interior (Toilets, Tubs, Sinks, Faucets, etc.)	T	
Plumbing Fixtures (Common Areas)		T
Plumbing Lines – Unit Interior if not Located Behind or Within Walls, Floors or Ceilings	T	
Plumbing Lines - Located Within Floors, Behind or Within Walls or Ceilings and in Common Area		T
Pressure Regulator		T
Railings		T
Roof (Including All Components)		T
Roof Drains		T
Roof Vents		T
Sewer Lines and Back-Ups – Single Use Portion of Line	T	

COMPONENT(S)	UNIT OWNER	ASSOC.
Sewer Lines and Back-Ups - Common Use Portion of the Line		T
Sidewalks (All)		T
Slab		T
Smoke Alarms	In Unit	Common Area
Spraying for Landscape Pests – Common Area		T
Spraying for Pests (Ants, Fleas, Etc.)	In Unit	Common Area
Streets		T
Stucco (Paint/Color/Repair/Replacement)		T
Toilet Clogs, Overflows or Back-Ups - See "Sewer Lines" Entry		
Toilet - Wax Ring	T	
Trim – Wood Exterior (Maintenance/Painting/Replacement)		T
Walls - Bearing, Studs, Frames, Tiedowns, Other Structural Items Within Units and Common Area		T
Walls - Non-bearing	In Unit	Common Area
Wallpaper/Paneling	In Unit	Common Area
Water Heater		T
Window Glass - Unit Windows – Original Construction		T
Window Glass – Unit Windows – Owner Installed Double Pane and/or Tinted	T	
Window (Flashing/Waterproofing) - Unit Windows		T
Window Frames	In Unit	Common Area
Window Hardware - Unit Windows	T	
Window – Unit Slider Screens	T	

AMENDED DECLARATION – CORONADO SHORES #4

COMPONENT(S)	UNIT OWNER	ASSOC.
Window Washing – Exterior		T
Wiring – Cable TV	In/To Units	Common Area
Wiring - Electrical - From Meter to Interior	T	
Wiring - Electrical - From Outside to Meter		T
Wiring (Telephone) Same as Electrical	In/To Units	Common Area

EXHIBIT "B" –STORAGE CAGE & PARKING SPACE ASSIGNMENT BY UNIT

UNIT NO.	STORAGE AREA	PARKING SPACE NO.	UNIT NO.	STORAGE AREA	PARKING SPACE NO.
101	Cabinet	U-15	408	Cage U4-35	U-45
102	Cage U1-03	U-32	409	Cage U3-23	U-07-T
103	Cage L4-35	L-29	410	Cabinet	L-23
104	Cabinet	U-58	501	Cabinet	U-50
105	Cabinet	U-16	502	Cabinet	L-37
106	Cage U4-31	U-65-T	503	Cage L4-38	L-64-T
107	Cabinet	U-18	504	Cage U1-06	U-62-T
108	Cage U2-19	L-33	505	Cabinet	U-51
109	Cage U2-18	U-09-T	506	Cabinet	U-56
110	Cabinet	U-36	507	Cage L4-39	L-45
201	Cage L2-17	U-20	508	Cage L2-13	L-22
202	Cage U4-38	U-31	509	Cage L4-36	U-02-T
203	Cabinet	L-18	510	Cage U3-26	U-37
204	Cabinet	L-26	601	Cabinet	U-55
205	Cabinet	L-39	602	Cabinet	U-47
206	Cabinet	L-50	603	Cabinet	U-19
207	Cabinet	U-28	604	Cabinet	U-54
208	Cage U3-27	L-47	605	Cage U4-40	U-40
209	Cage L3-30	L-73-T	606	Cabinet	U-59
210	Cage L3-21	U-29	607	Cabinet	L-54
301	Cabinet	U-35	608	Cage U2-17	U-61-T
302	Cage U2-12	U-11-T	609	Cage L1-10	U-12-T
303	Cage L1-05	L-74-T	610	Cage U2-11	U-03-T
304	Cage U4-33	U-60-T	701	Cage L1-06	L-77
305	Cage U1-01	U-33	702	Cabinet	L-15
306	Cabinet	U-57	703	Cage L2-14	L-44
307	Cabinet	U-25	704	Cabinet	L-16
308	Cage U1-10	U-10-T	705	Cage U1-07	L-46
309	Cabinet	U-06-T	706	Cage L4-32	L-66-T
310	Cage U3-24	U-38	707	Cage U1-09	U-30
401	Cage L3-22	U-39	708	Cage L1-08	L-72-T
402	Cage U2-16	U-63-T	709	Cage U1-05	U-04-T
403	Cage U3-21	U-08-T	710	Cabinet	U-26
404	Cabinet	U-17	801	Cabinet	U-14
405	Cabinet	U-46	802	Cabinet	L-25
406	Cage U4-37	U-42	803	Cage L4-40	L-75-T
407	Cage U3-22	U-41	804	Cage L1-03	L-02-T

AMENDED DECLARATION – CORONADO SHORES #4

UNIT NO.	STORAGE AREA	PARKING SPACE NO.	UNIT NO.	STORAGE AREA	PARKING SPACE NO.
805	Cabinet	L-27	1005	Cage U2-14	U-66-T
806	Cabinet	L-28	1006	Cage U2-15	U-67-T
807	Cage L2-19	L-21	1007	Cabinet	L-55
808	Cabinet	U-53	1008	Cage U1-08	U-69-T
809	Cage U2-13	L-04-T	1009	Cage U1-02	U-70-T
810	Cabinet	U-24	1010	Cage U3-25	U-71-T
901	Cage L1-07	L-30	1101	Cabinet	L-38
902	Cage L2-18	L-31	1102	Cage U3-30	U-34
903	Cage L3-29	L-01-T	1103	Cage L2-20	L-07-T
904	Cage L1-02	L-32	1104	Cabinet	L-40
905	Cabinet	L-24	1105	Cabinet	L-41
906	Cabinet	U-48	1106	Cage L3-25	L-42
907	Cabinet	L-35	1107	Cage L3-28	L-43
908	Cabinet	L-36	1108	Cage L3-26	L-10-T
909	Cabinet	L-06-T	1109	Cage U4-42	L-08-T
910	Cabinet	U-49	1110	Cabinet	L-48
1001	Cage U1-04	U-72-T	1201	Cabinet	L-59
1002	Cage U4-32	U-73-T	1202	Cabinet	L-51
1003	Cage L1-09	L-63-T	1203	Cage L1-04	L-03-T
1004	Cabinet	U-13	1204	Cabinet	L-20
1005	Cage U2-14	U-66-T	1205	Cabinet	L-52
1006	Cage U2-15	U-67-T	1206	Cabinet	L-53
1007	Cabinet	L-55	1207	Cabinet	U-52
1008	Cage U1-08	U-69-T	1208	Cage L4-33	L-05-T
1009	Cage U1-02	U-70-T	1209	Cage L1-01	L-09-T
1010	Cage U3-25	U-71-T	1210	Cabinet	U-27
1101	Cabinet	L-38	1401	Cage U4-34	U-44
903	Cage L3-29	L-01-T	1402	Cabinet	U-23
904	Cage L1-02	L-32	1403	Cage U4-41	L-11-T
905	Cabinet	L-24	1404	Cage U4-39	U-68-T
906	Cabinet	U-48	1405	Cabinet	L-17
907	Cabinet	L-35	1406	Cabinet	L-57
908	Cabinet	L-36	1407	Cabinet	L-58
909	Cabinet	L-06-T	1408	Cage U3-28	U-21-T
910	Cabinet	U-49	1409	Cage L2-12	L-12-T
1001	Cage U1-04	U-72-T	1410	Cabinet	L-60
1002	Cage U4-32	U-73-T	1501	Cabinet	L-61
1003	Cage L1-09	L-63-T	1502	Cage L3-23	L-62-T
1004	Cabinet	U-13	1503	Cage U2-20	U-01-T

AMENDED DECLARATION - CORONADO SHORES #4

UNIT NO.	STORAGE AREA	PARKING SPACE NO.
1505	Cabinet	L-14
1506	Cabinet	L-76
1507	Cage L3-27	U-43
1508	Cage U3-29	U-64-T
1509	Cage L2-15	L-65-T
1510	Cabinet	L-56
1601	Cabinet	L-13
1602	Cage L4-41	L-67-T
1603	Cage L3-24	L-68-T
1604	Cage L4-37	L-69-T
1605	Cage L4-42	L-70-T
1606	Cage L4-31	L-71-T
1607	Cage L2-11	U-22-T
1608	Cabinet	L-49
1609	Cage L2-16	U-05-T
1610	Cabinet	L-19