

used for domestic water supplies or irrigation because the naturally occurring salt content of the water is too high. Ongoing environmental monitoring on the Property will continue under the direction of RWQCB to insure that the current water quality is maintained. Such monitoring will involve regular visits to several wells to be located within the Association Property and outside the boundaries of the Property as generally depicted on Exhibit "D" attached hereto. Wells within the Property are currently planned to be installed flush with the surrounding terrain. Well sampling will involve periodic visits of limited duration. There is a possibility that further remediation may be required of Ford which will be determined by the reviewing agencies and the results of the ongoing monitoring. However, if the concentrations of the regulated substances in the groundwater diminish over time, the monitoring program will be gradually phased out. The Association and each Owner agree to cooperate with such monitoring and potential remediation and not to interfere with such activities. Declarant hereby reserves a non-exclusive easement for ingress and egress to the Property at any time for purposes of performing (i) environmental monitoring (including without limitation, maintenance and repair of the monitoring equipment); (ii) any additional remediation work; and (iii) removal of the monitoring equipment upon termination of the monitoring.

Section 2.35 Prohibition on Self-regenerative Water Softeners. In order to meet the reclaimed water quality standards established by the Regional Water Quality Control Board, Santa Ana Region, no Owner shall install, use or operate a self regenerative water softener on his or her Lot.

Section 2.36 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Property, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the DRE.

### ARTICLE III.

#### RESTRICTIONS ON CONSTRUCTION

Section 3.1 Maintenance/Alteration of Residences. The exteriors of all Residences shall be maintained in a clean, attractive and well-kept condition and in conformity with the general plan established by this Declaration and the aesthetic appearance of the Property. In the event that the exterior of any Residence or fence needs to be painted, said Residence or fence shall be painted in a color identical or substantially similar to the original color of the Residence at the time that the Residence

was conveyed from Declarant to the Owner. In the event that the exterior of any Residence needs to be repaired or remodeled, said Residence shall be repaired or remodeled in a manner which is identical or substantially similar to the exterior of the Residence at the time that the Residence was conveyed from Declarant to the original purchaser. Any other Improvements permitted to be constructed on the Property shall conform with the general plan established by this Declaration and the aesthetic appearance of the Property. In the event that any Owner fails to comply with this Section 3.1, the Association shall have the right to enter the Lot and/or Residence pursuant to Sections 8.2 and 8.4 below to remedy such noncompliance.

Section 3.2 Landscaping. Every Owner shall be responsible for landscaping his or her Lot with trees, plant materials, ground cover, decorative rocks and/or other walkways or hardscapes to be in conformity and harmony with the external design of the Residences and the general plan established by this Declaration for the Property. All landscape plans submitted by each Owner must provide that all water drainage from downspouts shall be transported to the street through a satisfactory water collection system. Every Owner shall not later than ninety (90) days after conveyance of the Lot to Owner prepare and submit to the Architectural Committee, a landscape plan for the Lot (unless such deadline is extended by Declarant or the Architectural Committee). The Architectural Committee shall review the plans and specifications within the time frames set forth in Section 7.8 below. If such plan is disapproved, Owner shall submit a revised plan within seven (7) days after disapproval, until such plan is approved by the Architectural Committee. Every Owner shall landscape the front, back and side yard areas within his or her Lot in accordance with the approved landscape plans and the terms and conditions of this Declaration and the Architectural Guidelines within the later to occur of (i) one hundred eighty (180) days of conveyance of the Lot to Owner or (ii) sixty (60) days after Architectural Committee approval (unless such deadline is extended by the Architectural Committee). Every Owner shall maintain the landscaping on his or her Lot in a sightly and well-kept condition including, but not limited to, keeping the landscaping free of all weeds, trash and other debris and regularly mowing all lawns.

Section 3.3 Maintenance of Walls and Fences. Walls and fences within the Property shall be maintained as follows:

(a) Where a wall or fence is located entirely upon a an Owner's Lot, such Owner shall be solely responsible at his sole cost and expense for maintaining the surface and structure of the wall or fence in good condition and repair.

(b) Where a wall or fence lies within the legal boundary of two (2) or more of Lots all of which are owned by an Owner, maintenance of the structure of the wall or fence in good condition and repair shall be the joint obligation of such Owners and each Owner shall be solely obligated to maintain

the surface of the wall or fence that faces his Lot in good condition and repair.

(c) Where a wall or fence lies within the legal boundary of an Owner's Lot and Association Property, maintenance of the structure of the wall or fence shall be the sole obligation of the Association. The Association shall be solely obligated to maintain the surface of the wall or fence that faces the Association Property in good condition and repair; the Owner shall be solely obligated to maintain the surface of the wall or fence that faces his Lot in good condition and repair.

(d) Where a wall or fence lies within the legal boundary of an Owner's Lot and property owned by a third party other than another Owner or the Association, the Owner shall be obligated to maintain the surface of the wall or fence that faces his Lot in good condition and repair. The Association shall be obligated to maintain the structure and exterior surface of the wall or fence in good condition and repair unless other maintenance agreements have been entered into with the third party.

(e) No Owner shall alter or remove any walls or fences within the Property at any time without the approval of the Architectural Committee.

Section 3.4      Transfer of Declarant's Maintenance Obligations to Association.

(a) Each Owner, by acceptance of a grant deed for the conveyance of title to a Lot in the Property, and each subsequent Owner of such Lot, acknowledges and understands or is presumed to have acknowledged that Declarant reserves the right to transfer its maintenance obligations in the Off-Tract Maintenance Areas to the Association at any time before or after sale of the last Lot in the Project, and the Association shall be obligated to accept such obligations. The form of any agreement transferring such obligations will be submitted by Declarant to the DRE in connection with Declarant's application for Final Subdivision Public Report(s) under the auspices of which Lots in the Project are being initially marketed. The management, operation, maintenance and administration of the Off-Tract Maintenance Areas shall be vested in the Association in accordance with the provisions of this Declaration, the Articles, the Bylaws, and any Supplemental Declarations hereafter recorded pursuant to the annexation provisions of this Declaration, as all such instruments may be from time to time amended. The cost of the Association performing its duties, responsibilities and maintenance activities under the provisions of this Section 3.4 with respect to the Off-Tract Maintenance Areas shall be considered a Common Expense even though the Off-Tract Maintenance Areas will not constitute Association Property.

(b) Declarant shall have the right to terminate its rights and obligations to control, operate and maintain the guard gates on the Project and transfer such obligations to the Association as more particularly set forth in Section 2.4(c) above.

(c) Declarant reserves the right to transfer any and all other obligations to maintain the Property to the Association.

Section 3.5 Additional Association Maintenance Obligations.  
In addition to the Association's maintenance obligations for the Association Property and Off-Tract Maintenance Areas, the Association shall also be solely responsible for maintaining the areas described in this Section 3.5.

(a) The Association shall maintain the area on an Owner's Lot located between the sideyard wall and the beginning of the street as depicted on Exhibit "F" attached hereto and incorporated herein, or as depicted on an exhibit to a Notice of Addition of Territory and Supplemental Declaration as set forth in Section 14.2 ("Side Yard Maintenance Area"). Each Owner of a Lot containing a Sideyard Maintenance Area shall not perform any maintenance, alter, change or modify such area in any way without the prior written approval of the Association. Declarant hereby reserves and creates a non-exclusive easement in favor of the Association for ingress and egress over the Lots containing a Sideyard Maintenance Area for purposes performing the Association's maintenance obligations hereunder. The Owners of fee title to the Sideyard Maintenance Areas shall not be separately assessed for the cost of such maintenance. The costs for such maintenance shall be a Common Expense.

(b) The Association shall perform tree branch and root pruning on all trees located within the area on each Owner's Lot which shall be generally depicted on an exhibit to a Notice of Addition of Territory and Supplemental Declaration as set forth in Section 14.2 ("Tree Pruning Area"). Each Owner of a Lot containing a Tree Pruning Area shall not perform any tree pruning or maintenance on the trees located within such area in any way without the prior written approval of the Association. Declarant hereby reserves and creates a non-exclusive easement in favor of the Association for ingress and egress over the Lots containing a Tree Pruning Area for purposes performing the Association's maintenance obligations hereunder. The Owners of fee title to the Tree Pruning Area shall not be separately assessed for the cost of such maintenance. The costs for such maintenance shall be a Common Expense.