

## ARTICLE 10

REPAIRS, MAINTENANCE AND LANDSCAPING

10.1 Owner's Obligation to Repair. Each Owner at his expense shall be responsible for the maintenance, repair and landscaping of his Residence Lot, including without limitation all improvements thereon, so as to keep it in good condition, including without limitation, the windows of his residence, the interior of his residence, the appliances and equipment located in his residence, and the plumbing, electrical, heating and cooling systems servicing his residence, whether located within the residence or underneath or within the exterior or interior bearing walls of such residence. The Corporation shall not be responsible for any maintenance and repair of the landscaping or improvements on the Residence Lots. At the option of the Corporation, the Corporation may elect to perform any one or more of the needed repair and maintenance services to the residences and Residence Lots on an equal non-discriminatory basis and the Corporation may assess the Owners for such services. Any such assessments may be collected in the manner provided for in ARTICLE 7 hereof.

10.1.1 Owner's Obligation for Landscaping. Each Owner shall be obligated to fully landscape his front yard at his expense in a manner and style consistent with the Project and any rules and regulations adopted by the Board or its Architectural Committee. Landscaping shall be commenced by each Owner within three (3) months and completed within six (6) months from the date title passed to the Owner.

10.1.2 Rights of the Corporation. In the event an Owner fails to adequately maintain and repair his Residence Lot and all landscaping and improvements thereon, the Corporation, in order to preserve the attractive appearance of the Project and the value thereof may, through the Board, give written notice to such Owner stating with particularity the work of maintenance or repair which the Board, acting in the name of and on behalf of the Corporation, finds to be required, and requesting that the same be carried out within a period of not to exceed ten (10) days from the date of such notice. In the event the Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board may cause such work to be done and shall assess the cost thereof to the responsible Owner in the manner provided for in ARTICLE 7 hereof.

10.2 Corporation's Obligation to Repair. The Corporation shall, pursuant to its duty as specified in paragraphs 6.3(6) and 6.3(7) maintain and repair the Common Area and all improvements, landscaping, equipment, furnishings and facilities thereon.

10.3 Right of Entry for Repairs. The Corporation and its agents shall have the right to enter upon any Residence Lot to the extent that such entry is necessary to carry out the repair and maintenance of the Common Area or to perform any work reasonably related to the performance by the Corporation of its responsibilities under

the terms of this Declaration. Such right of entry shall be exercised in such a manner as to interfere with the possession and enjoyment of the Owner and/or Owners of such Residence Lot as little as is reasonably possible and shall be preceded by reasonable notice wherever the circumstances permit.

10.4 Alterations, Additions and Improvements of Residence Lots. No Owner shall make structural alterations, repairs of or additions to the Residence Lot and the improvements, buildings and structures located thereon, which such alterations, repairs, or additions would alter exterior appearance thereof, without the prior written approval of the plans and specifications by the Board. The decision of the Board on any plans or specifications so submitted shall be final; provided, however, that the Board in accepting or rejecting plans or specifications shall not act arbitrarily or capriciously but shall exercise its discretion reasonably and in good faith and solely for the purpose of effectuating the intent and purposes of this Declaration, including among other things the purpose of insuring the harmonious development and improvement of the Project. The Board's approval or disapproval shall be in writing. In the event the Board fails to approve or disapprove such plans and specifications within sixty (60) days after the date they have been submitted to it or in any event if no suit to enjoin such work has been commenced before the completion thereof, approval will be conclusively presumed.

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ARTICLE 11

BREACH

11.1 Notice and Remedies. A breach of any of the covenants contained in this Declaration which is not cured within a period of fifteen (15) days from the date of written notice of such breach given by the Corporation (such notice to set forth: (i) the facts constituting such breach, (ii) a description of the Residence Lot or the Common Area upon which such breach occurred, and (iii) the name of the Owner and/or Owners of such Residence Lot) to the Owner and/or Owners upon whose Residence Lot such breach occurred or whose act or omission constituted such breach, shall permit the Corporation, the Grantor, any Owner or any political subdivision having jurisdiction over the project the right to enjoin, abate or remedy by all appropriate legal and equitable proceedings the occurrence of such breach. It is hereby agreed that damages at law for any such breach will and shall be inadequate.

11.2 Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are breached either in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be appropriate and applicable against every such result and may be exercised by any Owner, the Grantor or the Board.

11.3 Waiver. The remedies herein provided for the breach of the covenants contained in this Declaration shall be deemed to be cumulative, and none of such remedies shall be deemed

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to be exclusive. The failure of the Grantor, the Corporation or any Owner to enforce any covenants contained in this Declaration shall not constitute a waiver of the right to enforce such covenant thereafter, nor shall such failure result in or impose any liability on the Grantor or the Corporation.

11.4 Mortgages. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage made in good faith for value on any Residence Lot; provided, however, that any subsequent Owner of such Residence Lot shall be bound by this Declaration, whether such Owner's title was acquired at a foreclosure or Trustee's Sale or otherwise. Any person who acquires title either by foreclosure sale or Trustee's Sale shall not be required to cure any breach of the covenants contained in this Declaration which has occurred prior to the acquisition of title, although he will be required to cure any breach occurring thereafter. The Owner or holder of any mortgage made in good faith and for value, and any corporation insuring the lien or charge of any such mortgage, may conclusively presume that no breach exists under this Declaration, provided such mortgage was recorded prior to the commencement of any action to establish or cure any such breach.

ARTICLE 12

NOTICES

12.1 Notice to Owner. In each instance in which a notice is given to an Owner and/or Owners, the same shall be in writing and may be delivered personally, in which case personal delivery

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of such notice to one of two or more co-Owners or to any general partner of a partnership owning a Residence Lot shall be deemed delivery to all the co-Owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such Residence Lot shall be deemed to be delivery to the corporation or such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner and/or Owners at the most recent address furnished by such Owner to the Corporation; or of no such address shall have been furnished, then to the street address of such Residence Lot. Such notice shall be deemed to be delivered 48 hours after the time of such mailing, except for notice of a meeting of Members or Directors in which case the notice provisions of the By-Laws shall control.

12.2 Notice to Association. Any notice to be given to the Corporation may be delivered personally to any member of the Board or delivered by United States mail, postage prepaid, addressed to the Board at such address as it shall fix from time to time and circulate to all Owners. Such notice shall be deemed to be delivered 48 hours after the time of such mailing.

12.3 Notice to Grantor. Notice to the Grantor shall be delivered by United States mail, postage prepaid, addressed to the Grantor at 41 East 25th Street, National City, California, or such other address as it shall designate to the Board from time to time. Such notice shall be deemed to be delivered 48 hours after the time of such mailing.

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