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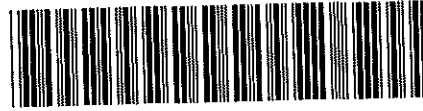
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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
TOVERO**

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**DECLARATION OF COVENANTS
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TOVERO**

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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
TOVERO**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TOVERO (“**Declaration**”) is made by LENNAR HOMES OF CALIFORNIA, INC., a California corporation (“**Declarant**”).

**ARTICLE I
APPLICABILITY**

1.1 **PROPERTY OWNED BY DECLARANT**: Declarant is the owner of all the real property and Improvements thereon located in the City of Vallejo, County of Solano, State of California, described as follows:

Lots 1 through 38, inclusive, as shown on the map of Coral Sea Village South Unit 1, filed for record on April 11, 2006, in Book 82 of Maps at Pages 63 through 65, inclusive, in the Official Records of the County of Solano, State of California.

1.2 **APPLICABILITY OF RESTRICTIONS**: Declarant hereby declares that the Project and all Improvements thereon are subject to the provisions of this Declaration. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, improvement and sale of the Project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Project. This Declaration shall not be interpreted to establish a “Common Interest Development,” as that term is defined in California Civil Code Section 4100 (or any successor statute), and the Project shall not be subject to the Davis-Stirling Common Interest Development Act.

1.3 **BOUNDARY MODIFICATIONS**: If the boundaries of real property change as a result of one or more subsequently recorded final maps, amended final maps, parcel maps, amended parcel maps, certificates of correction, lot line adjustments and/or records of survey, then, for all purposes of this Declaration:

1.3.1 **ADDED TO LOT**: Property which is removed from a Lot and added to another Lot shall thereafter be part of that Lot;

1.3.2 **REMOVED FROM DECLARATION**: Property which is removed from a Lot and added to real property which is not subject to this Declaration shall no longer constitute a part of such Lot and shall no longer be subject to this Declaration; and

1.3.3 **ADDED TO DECLARATION:** Property not subject to this Declaration which is added to a Lot shall be part of the Lot to which it is added and shall automatically be subject to all provisions of this Declaration.

**ARTICLE II
DEFINITIONS**

The capitalized terms used in this Declaration which are defined in this Article shall have the meanings specified in this Article unless otherwise expressly stated or the context clearly requires a different meaning.

2.1 **ALTERATION:** “**Alteration**” shall mean constructing, performing, installing, remodeling, repairing, replacing, demolishing, and/or changing any Improvement or the color, tone, intensity, shade or hue of any Improvement.

2.2 **ARCHITECTURAL COMMITTEE:** “**Architectural Committee**” shall mean the committee described in Article VII (Architectural and Landscaping Control).

2.3 **CITY OWNED PROPERTY MAINTENANCE:** “**City Owned Property Maintenance**” shall mean the appropriate maintenance of Parcel A, as shown on the Map, as initially determined by the Community Facilities District (CFD 20015-1A and 1B).

2.4 **DECLARANT:** “**Declarant**” shall mean LENNAR HOMES OF CALIFORNIA, INC., a California corporation, and any other person or entity to which it assigns any of its rights as set forth in this Declaration by an expressly written document recorded in the County. Any such assignment may include only specific rights of Declarant and may be subject to such conditions and limitations as Declarant may impose in its sole and absolute discretion. “**Declarant**” shall also mean any person or entity who acquires all of the Project then owned by a Declarant which must be more than one (1) Lot. There may be more than one Declarant at any given time.

2.5 **DECLARATION:** “**Declaration**” shall mean this Declaration of Covenants, Conditions and Restrictions of Tovero and any amendments hereto.

2.6 **IMPROVEMENTS:** “**Improvements**” shall mean everything constructed, installed or planted on real property, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in California Civil Code Section 8050, excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

2.7 **INVITEE:** “**Invitee**” shall mean any person whose presence within the Project is approved by or is at the request of a particular Owner, including, but not limited to, lessees, tenants, and the family, guests, employees, licensees or invitees of Owners, tenants or lessees.

2.8 **LOT:** “**Lot**” shall mean each of the Lots described in Section 1.1 (Property Owned By Declarant) and all Improvements thereon.

2.9 **MAINTAIN**: “Maintain” or “Maintained” (but not the word “maintenance”) shall mean taking all actions reasonably necessary or appropriate to keep an Improvement in a good, safe and usable condition, in good repair and in compliance with all applicable state, county and local ordinances at all times, which actions include but are not limited to (a) regular inspections, painting, maintenance, refinishing, repairing, replacing and reconstructing the Improvement and (b) in the case of landscaping, irrigating and fertilizing the landscaping. Owners shall have no responsibility to Maintain any Improvement Maintained by a third party or the public or a quasi-public entity or utility company even if the third party or the public or a quasi-public entity or utility company fails to perform all actions required by this Section.

2.10 **MAINTENANCE MANUAL**: “Maintenance Manual” shall mean the documents which establish procedures, practices, specifications, scopes and intervals for an Owner to Maintain the Improvements for which the Owner is responsible. The Owner Maintenance Manual applicable to each Lot shall be provided by to the initial Owner who first acquires the Lot with a completed Residence.

2.11 **MANDATORY LANDSCAPED AREA**: “Mandatory Landscaped Area” shall mean all portions of a Lot which are not occupied by structures, driveways, sidewalks or walkways.

2.12 **MAP**: “Map” shall mean the map of Coral Sea Village South Unit 1, filed for record on April 11, 2006, in Book 82 of Maps at Pages 63 through 65, inclusive, in the Official Records of Solano County, including any subsequently recorded amended final maps, parcel maps, certificates of correction, lot line adjustments and/or records of survey.

2.13 **OWNER**: “Owner” shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one person owns a single Lot, the term “Owner” shall mean all owners of that Lot. “Owner” shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude any person having an interest in a Lot merely as security for performance of an obligation.

2.14 **PARTY FENCE**: “Party Fence” shall mean any portion of a fence or wall which is constructed and placed so as to physically separate one (1) Lot from another Lot, whether the fence or wall is situated approximately along a common Lot boundary or an easement boundary.

2.15 **PROJECT**: “Project” shall mean the real property described in Section 1.1 (Property Owned By Declarant) and all Improvements thereon.

2.16 **RESIDENCE**: “Residence” shall mean a dwelling situated on a Lot, including any garage also situated on a Lot.

2.17 **VISIBLE**: “Visible” shall mean the item described can be seen by a six (6) foot tall person standing on the described area, or if no area is described, on any portion of the street which provides access to the Residence.

ARTICLE III
OWNERSHIP AND EASEMENTS

3.1 **OWNERSHIP OF LOTS**: Title to each Lot in the Project shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons

and/or entities shall constitute one Owner. Each Lot shall be subject to the easements described in Section 3.3 (Easements).

3.2 **OWNERSHIP OF PARTY FENCES**: Each Owner of a Lot upon which a Party Fence is situated shall own that portion of the fence from the surface which faces the Owner's Lot up to the center of the Party Fence.

3.3 **EASEMENTS**: The easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to Lots. By reference to this Declaration, each grant deed to a Lot shall be deemed to be conveyed with the benefit of and subject to all applicable easements set forth in this Section, which shall be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of the Project.

3.3.1 **ARCHITECTURAL COMMITTEE**: The Architectural Committee and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary or appropriate to perform its duties and obligations set forth in this Declaration, including the right to enter upon Lots, subject to the limitations contained in this Declaration.

3.3.2 **CITY OWNED PROPERTY MAINTENANCE**: Parcel A, as shown on the Map, has been or will be dedicated to the City of Vallejo. The dedication instrument may provide that the Owners shall have an easement for purposes of performing City Owned Property Maintenance on said Parcel A; provided, however, the easement will not be effective unless and until the provisions of Section 5.5 (City Owned Property Maintenance) become effective.

3.3.3 **LANDSCAPE MAINTENANCE EASEMENT**: Each Lot which is subject to a "Landscape Maintenance Easement," as shown on the Map, will be conveyed subject to a Landscape Maintenance Easement which has been or will be dedicated to the City of Vallejo.

3.3.4 **MAILBOXES**: Each Owner whose mailbox is located within a public utility easement, landscape maintenance easement or other portion of the Project Lot shall have a non-exclusive easement to use and Maintain that mailbox. Maintenance of mail kiosks, boxes, doors and keys are governed by Section 5.1.2 (Mailboxes).

3.3.5 **MAP**: The Lots are subject to the easements and rights of way shown on the Map.

3.3.6 **PARTY FENCES**: Each Owner of a Lot containing a Party Fence and the Lot upon which such Party Fence is located shall have a reciprocal non-exclusive easement over and across such portions of the contiguous Lot as is necessary or appropriate to Maintain such fence.

3.3.7 **RIGHT OF ENTRY TO PERFORM WORK**: Declarant hereby reserves for itself, and for its agents, employees, contractors, and/or subcontractors (collectively, "**Declarant Parties**"), the right to enter in and upon those portions of each Lot and each Residence that are necessary or appropriate (as determined in Declarant Parties' reasonable discretion) for the purposes of performing any inspections or repairs or doing other work that (i) has been agreed to by an Owner and Declarant Parties or (ii) Declarant Parties elects to perform pursuant to the provisions of Article IX (Disputes with Lennar Homes). Declarant Parties shall give all affected parties at least seventy two (72) hours advance notice of the dates and times work will be performed (except in an emergency for which no notice is required). Notice shall be written or

verbal. The rights established by this Section 3.3.7 shall exist until the date which is eleven (11) years following the date of completion of the Common Area in the last Phase of the Community or, in the case of Lots, eleven (11) years following the latter of the date of completion of construction of the Residence on the Lot or the initial conveyance of the Lot by Declarant to an Owner other than Declarant.

3.3.8 STORM DRAINS: Each Owner shall have an appurtenant non-exclusive easement over, under, across and through the Project, excluding those portions occupied by Residences, for surface and subsurface storm drains and the flow of water in accordance with natural drainage patterns and the drainage patterns and Improvements installed or constructed by Declarant. Additionally, this Declaration and each Lot shall be subject to all easements granted by Declarant to install and Maintain drainage Improvements necessary or appropriate for the development of the Project. Subdrains have been constructed in various locations throughout the Project including within the Private Subdrain Easements as shown on the Map. The Subdrains situated within the Private Subdrain Easements as shown on the Map may be located within fifteen feet (15') of the surface of the property.

3.3.9 UTILITIES: Each Owner shall have a non-exclusive right and easement over, under, across and through the Project, excluding those portions occupied by Residences, for utility lines, pipes, wires and conduits installed by Declarant. Additionally, this Declaration and each Lot shall be subject to all easements granted by Declarant to install and Maintain utilities necessary or appropriate for the development of the Project.

**ARTICLE IV
USES AND RESTRICTIONS**

4.1 ALTERATIONS: Except as otherwise specifically provided in this Declaration, no Alteration may be made to any Improvement, nor may any personal property be placed where Visible, until plans have been submitted to and approved by the Architectural Committee. Proposals for Alterations may also be subject to review and approval by state or local governmental entities or agencies. Satisfying the provisions of this Declaration does not automatically satisfy any requirement for governmental approval, permitting or inspection. All approvals, permits and inspections which are required under local, state or federal law for any proposed Alteration are the responsibility of the Owner and must be obtained by the Owner in addition to the approvals required by this Declaration. All Alterations must match the architectural style, scale, materials and color palette of the Residence on the Lot.

4.2 ANIMALS: An Owner may keep not more than a total of two (2) customarily uncaged household pets, such as dogs and cats, within the Owner's Lot. Each Owner may also keep a reasonable number of small caged animals, birds or fish. No other animals are permitted in the Project. No animals may be kept for commercial purposes. No dog, cat or other customarily uncaged household pet shall be allowed by a Resident in any unenclosed portion of the Project or any portion of Mare Island unless it is under the control of a responsible person by leash.

4.3 ANTENNAS AND SATELLITE DISHES: No outside television antenna, microwave or satellite dish, aerial, or other such device (collectively "**Video Antennas**") with a diameter or diagonal measurement in excess of one (1) meter shall be erected, constructed or placed on any Lot. Video Antennas with a diameter or diagonal measurement of one (1) meter or less may be installed only if they conform to the Architectural Standards and, if then required by the Architectural Standards, any necessary approval is obtained in accordance with the provisions of Article VII (Architectural and Landscaping Control). Reasonable restrictions which do not significantly increase the cost of the Video Antenna system

or significantly decrease its efficiency or performance may be imposed. No Video Antenna System is permitted on the front elevation of a Residence or in the front yard of a Lot unless no other area on the Lot is available which does not result in either significantly increased costs or significantly decreased efficiency or performance of the Video Antenna System.

4.4 DISTRICTS AND DEED ASSESSMENTS:

4.4.1 **DISTRICTS:** The City of Vallejo (“City”) has established and intends to establish various districts and levy various assessments, taxes, fees, and charges to operate, maintain, repair, improve and replace various improvements associated with or which benefit the Project and to otherwise provide services for the benefit of the Project. Declarant hereby agrees to pay, and each Owner shall assume from Declarant its allocated share of all assessments, taxes, fees assessments, charges and other amounts levied by the City or any such district, including, but without limitation, Vallejo Sanitation and Flood Control District, Greater Vallejo Recreation District fees, Mare Island Community Facilities District No. 2005-1A (Mare Island), Mare Island Community Facilities District No. 2005-1B (Mare Island), Community Facilities District No. 2002-1 (Mare Island Services), and any other district established by the City to fund any of the expenses described in the following sentence, each a “**District**” and collectively, the “**Districts.**” The Districts will levy assessments to maintain (a) public parks including a Community Park, Parade Grounds, Alden Park, Chapel Park, Historic Park and Morton Field, (b) public landscape improvements including Walnut Square, Crescent Park, Coral Sea Playground, and right of way landscaping, (c) open space including shore maintenance, storm drainage, wetlands and railroad right of way weed and litter, (d) environmental management, (e) miscellaneous public works responsibilities including public signs and monuments, public retaining walls, historic light maintenance, historic sign maintenance, historic sidewalk maintenance, access alleys, roads and lights, street sweeping, alley lighting, and other street lighting, and (f) Mare Island bridge including bridge controls, pilings, guard rails, lift span grating, painting, concrete and bearing/gear box (collectively referred to as “**CFD Maintenance**”). Mare Island Community Facilities District No. 2005-1A (Mare Island) also levies assessments to provide for payments to discharge bonded indebtedness and these assessments are referred to as “**CFD Facilities Obligations**” and are not within the definition of “CFD Maintenance.”

4.4.2 **TERMINATION OF DISTRICT:** If any of the Districts’ assessments are terminated or a District is dissolved, for any reason, Declarant and the Owners must cooperate with the City so as to create a replacement funding source, acceptable to the City, to cover the costs of providing the CFD Maintenance and other maintenance and services previously funded by the District and the amount of the CFD Facilities Obligations. If any District is dissolved or assessments terminated for any reason and no such replacement funding source acceptable to the City is created, then and only then, the following provisions shall apply:

(a) **Definitions:** The following terms shall have the following meanings as used in this Section:

(i) “**Assessment**” shall mean the cost to perform CFD Maintenance and other maintenance and services which the City had intended to fund through the Districts and the cost to satisfy the CFD Facilities Obligations.

(ii) “**Owner Maintenance Assessment**” shall be the amount per residential Lot necessary to defray the costs to perform CFD Maintenance and other maintenance and services which the City had intended to fund through the Districts and the cost to satisfy the CFD Facilities Obligations, but not more than the Maximum Per Lot Assessment set forth below. The Maximum Per Lot Assessment shall be Nine

Thousand Four Hundred Dollars (\$9,400) per Lot (the amount to be levied against each Lot as set forth in the estimated budget of the Districts for the fiscal year July 1, 2016, through June 30, 2017, increased at the Adjustment Rate from July 1, 2017, to June 30, 2018, and, thereafter at the Adjustment Rate annually, from July 1 to June 30 of each subsequent year. The "**Adjustment Rate**" is four percent (4%) of the CFD Maintenance component (\$4,700 of the \$9,400) and two percent (2%) of the CFD Facilities Obligations component (\$4,700 of the \$9,400).

(b) Payment to City: Declarant agrees to pay on behalf of each Lot it owns, and each Owner agrees to pay its allocated share of the cost of CFD Maintenance and CFD Facilities Obligations, for the mutual benefit of all the Lots and the City. The Owner Maintenance Assessment shall be levied against each Lot annually and shall be due and payable to City in two equal installments, each installment payable on September 15 and March 15 of each fiscal year and delinquent if not paid by December 10 and April 10 of each fiscal year, the same time and manner required for property taxes. If the Owner Maintenance Assessment is not timely paid, the Owner shall pay to City a penalty and interest on such delinquent Owner Maintenance Assessment in the amount equal to the penalties and interest applicable to delinquent property taxes. In addition to penalties and interest, City may enforce the obligation to pay the Owner Maintenance Assessment by any means available to it at law or in equity and City shall be entitled to recover attorneys' fees from an Owner if City is required to bring legal action to collect the Owner Maintenance Assessment, together with simple interest at the rate of 5% per annum on all delinquent Owner Maintenance Assessment amounts.

(c) Enforcement: CFD Maintenance and CFD Facilities Obligations are intended for the mutual benefit of all the Lots and the City and it is expressly intended that each Owner and the City shall have the ability to enforce the provisions of this Section 4.4.2. The City is hereby made an express and intended third party beneficiary of this Declaration as to this Section 4.4 and is granted the right but not the duty to enforce the provisions of this Section 4.4, which right shall run with the land and be enforceable against successor Owners.

4.5 **DRAINAGE**: No Owner shall alter the drainage patterns initially installed and constructed by Declarant and as established by the grading and natural course of surface and subsurface water run-off without first obtaining the approval of the Architectural Committee and any and all necessary governmental approvals and permits. This Declaration provides notice to each Owner to devote great care and attention to grading and to establishing and preserving positive drainage away from the entire foundation line of the Owner's Residence. Positive drainage is achieved by shaping Lot grades, establishing drainage "swales" or installing underground area drains. The swales and drains provide a receptacle and conduit to drain water away from the foundation, and the rear, side and front of the Residence to offsite drainage disposal. Swales also prevent drainage water from moving across a Lot to another Lot or other property. This Declaration also provides notice to each Owner that if existing drainage swales established on a Lot and around a residence are interrupted, blocked, filled, or otherwise altered serious damage can result. Drainage must not be allowed to pond in a yard or run against or under a Residence, foundation, garage floor, driveway or other improvements. Serious damage may result even during a short period of time.

4.6 **HUNTING**: No hunting is permitted in the Project or anywhere within Mare Island at any time.

4.7 **INVITEES**: Each Owner shall be responsible for compliance with the provisions of this Declaration by the Owner's Invitees.

4.8 **MAILBOXES**: Unless installed by Declarant or approved by the Architectural Committee, there shall be no exterior newspaper tubes or freestanding mailboxes placed on any Lot.

4.9 **MARE ISLAND DISCLOSURES AND RESTRICTIONS**: All references to “Declarant” in this Section 4.9 only shall refer to LENNAR MARE ISLAND LLC, a California limited liability company, and any successor entity designated by LENNAR MARE ISLAND LLC, a California limited liability company, as a Declarant in accordance with Section 2.4 (Declarant).

4.9.1 **HAZARDOUS MATERIALS PROHIBITION**: Each Owner agrees that it shall not cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, or treated on, in, under or about any portion of the Project where the Pre-Decision Covenant to Restrict Use of Property: Environmental Restrictions between the California Department of Toxic Substances Control (“DTSC”) and the City of Vallejo dated April 16, 2002, recorded in the Office of the Recorder in the County of Solano (Recorder’s Series No. 02-37962), has not been released pursuant to Section 6.03 of that Pre-Decision Covenant. Furthermore, each Owner agrees it shall not cause or permit any Hazardous Materials to be released or disposed of on, in, under or about the Project or any other portion of Mare Island by Owner or its Invitees. Each Owner shall promptly notify Declarant of any release or disposal of Hazardous Materials in or on the Project, regardless of how caused. In the event of any release or disposal of Hazardous Materials caused or permitted by Owner, Declarant may cause Owner to take all steps Declarant deems necessary or appropriate to remediate such release or disposal and prevent any future release or disposal to the satisfaction of Declarant and Declarant’s lenders. As used herein, “Hazardous Materials” means any hazardous or toxic materials, substances or wastes, as now or hereafter defined, or otherwise designated as such under any law, statute, ordinance, rule, regulation, order or ruling of any agency of California, the United States Government or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls (“PCBs”), and Freon and other chlorofluorocarbons. The provisions of this Section 4.9.1 may be waived by Declarant in writing.

4.9.2 **COMPLIANCE WITH APPLICABLE LAWS**: Each Owner agrees to comply, and to cause its Invitees to comply, with all applicable laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, and permits now in effect or which may hereafter come into effect relating in any manner to the Project. Each Owner shall maintain copies of any permit applications relating to the Project made by Owner or Owner’s Invitees, to any Federal, State or local regulatory agencies and shall provide copies to Declarant upon request. Each Owner shall promptly notify Declarant of any notices of violation or noncompliance received from any such agencies.

4.9.3 **NOTICE OF ENVIRONMENTAL CLEANUP ACTIVITIES**: Declarant or its authorized agents may be investigating and remediating environmental contamination within the vicinity of the Project pursuant to existing and future legal documents, including the Environmental Services Cooperative Agreement between the United States Navy (“Navy”) and the City of Vallejo dated as of April 16, 2001, and as amended on April 23, 2012, August 1, 2014, and June 30, 2016; the Mare Island Remediation Agreement between the City of Vallejo and Declarant dated as of April 16, 2001, and as amended on April 23, 2012 and August 1, 2014; the Consent Agreement among DTSC, the City of Vallejo and Declarant dated as of April 16, 2001 (“DTSC Consent Agreement”), the Consent Agreement and Final Order among the United States Environmental Protection Agency, the Navy, the City of Vallejo and Declarant dated as of December 20, 2001; and Revised Site Cleanup Requirements Order No. R2-2002-0105 issued by the California Regional Water Quality Control Board, San Francisco Bay Region dated as of October 16, 2002. Furthermore, the Navy or its authorized agents may be investigating and remediating environmental contamination in the vicinity of the Project or within other portions of Mare Island pursuant

to the Federal Facilities Site Remediation Agreement dated as of July 15, 2002 among the Navy, DTSC and the California Regional Water Quality Control Board. A copy of each of the documents referenced in this Section is available for inspection at the City of Vallejo and is presently available for Owner to review at Declarant's Mare Island office.

4.10 **MINERAL EXPLORATION**: No Lot shall be used to explore for or to remove any water, oil, hydrocarbons or minerals of any kind.

4.11 **NUISANCES**: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.12 **PARKING**: Vehicles shall not be parked anywhere in the Project except in compliance with the provisions of this Section.

4.12.1 **GARAGES**: Vehicles of any type may be parked in a garage. Garage doors shall remain closed, except when the garage is in use. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed.

4.12.2 **DRIVEWAYS**: The driveway on a Lot may be used by the residents of the Lot to park passenger motor vehicles as long as no portion of the vehicle extends into the street or across any portion of a sidewalk.

4.12.3 **VEHICLE RESTRICTIONS**: No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle shall be parked or stored on any Lot where Visible from adjacent Lots or streets. For purposes of this Section, the term "commercial vehicle" includes any vehicle defined as a "commercial vehicle" in California Vehicle Code Section 260.

4.13 **RENTAL OF RESIDENCES**: An Owner shall be entitled to rent or lease a Residence, if (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of this Declaration and a failure to comply with any provision of this Declaration shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than thirty (30) days; and (iii) the Owner gives each tenant a copy of this Declaration.

4.14 **SIGNS**: All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances including the City's sign ordinance (Chapter 16.64 of the City of Vallejo Municipal Code). The only signs of any kind which may be displayed to the public view on or from any Lot shall be as follows: (i) one (1) sign of reasonable dimensions may be placed on a Lot advertising the Lot for sale or rent; (ii) signs may be displayed by Declarant on Lots owned or controlled by Declarant, as Declarant deems appropriate, advertising Lots owned by Declarant for sale or rent; (iii) appropriate signs may be displayed to identify the Project; (iv) other signs, posters and notices approved by the Architectural Committee or specified in this Declaration may be posted in locations approved by the Architectural Committee; and (v) signs required by legal proceedings may be displayed.

4.15 **SPORTS EQUIPMENT**: No basketball standard, fixed sports apparatus or similar equipment shall be attached to the exterior of any Residence or erected, constructed or placed on any Lot where Visible from adjacent Lots or the public streets serving the Project without the prior approval of the Architectural Committee. Portable or movable basketball equipment or other movable sports apparatus may

not remain overnight on any Lot where Visible from adjacent Lots or the public streets serving the Project without the prior approval of the Architectural Committee.

4.16 STORAGE OF WASTE MATERIALS: All garbage, trash and accumulated waste material shall be placed in appropriate covered containers. Containers for recyclable materials need not be covered. Containers provided by Owners may be placed where Visible only on the night before and the day that pick-up is to occur.

4.17 USE AND OCCUPANCY OF LOTS AND RESIDENCES: Each Residence may be used for (i) residential purposes, (ii) uses within Residences which cannot be prohibited under federal or state law and (iii) uses permitted by the Mare Island Specific Plan and local ordinance (provided that home occupations must be conducted in a manner that does not materially and adversely impact the ability of other Owners to use and enjoy the Project). Otherwise, no business of any kind shall be established, operated, permitted or constructed in any portion of the Project, except for the business of Declarant in completing the development and disposition of the Lots in the Project. No Owner may permit or cause anything to be done or kept upon, in or about the Owner's Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to the Owner's Lot and Residence.

ARTICLE V IMPROVEMENTS

5.1 MAINTAINING LOTS AND RESIDENCES: Except as otherwise specifically provided in this Declaration, each Owner shall Maintain the Owner's Lot and all Improvements located in the Lot in a manner consistent with the Mare Island Specific Plan, as such may be amended, and the standards established by Declarant and by this Declaration. Maintenance shall be performed by each Owner of a Residence in compliance with the provisions of any Maintenance Manual applicable to that Residence. Special architectural design standards may be established by the Architectural Committee.

5.1.1 STORM DRAINAGE: Each Owner shall regularly clear all storm drainage inlets and Maintain all storm drainage Improvements situated on the Owner's Lot so that the Improvement functions as it was designed to function. If any Owner ("**Failing Owner**") fails to maintain the capacity and flow of a storm drain Improvements situated within their Lot, including the portion of the Owner's Lot which is subject to a "Private Storm Drain Easement" or a "Private Subdrain Easement," as shown on the Map, any Owner of an adjacent Lot ("**Adjacent Owner**") shall have the right, but not the obligation, to enter the Failing Owner's Lot to perform such maintenance at the expense of the Failing Owner. Except in the event of emergency conditions which require immediate action to prevent damage to an Improvement, the Adjacent Owner shall provide the Failing Owner with a written notice describing the necessary maintenance at least ten (10) days before entering upon the Failing Owner's Lot to perform the maintenance. Entry within a Lot shall be made with as little inconvenience to the Failing Owner as practicable. If an Adjacent Owner performs maintenance in accordance with this Section 5.1.1, the Failing Owner shall reimburse that Adjacent Owner for all costs incurred, plus a ten percent (10%) administrative fee, within ten (10) days after delivery to that Owner of an invoice requesting reimbursement.

5.1.2 MAILBOXES: Each Owner shall Maintain the mailbox and the door, lock and key for the Owner's mailbox. All Owners of a mailbox situated within a cluster, pedestal, kiosk or other structure (collectively referred to as the "**Shared Mailbox Structure**") shall jointly Maintain that Shared Mailbox

Structure. The term “**Obligated Owners**” as used in this Section 5.1.2 shall refer to those Owners whose mailboxes are situated in or on a particular Shared Mailbox Structure. Each Shared Mailbox Structure shall be Maintained in a good, safe and usable condition, in good repair, and in compliance with all applicable laws and regulations. The following provisions of this Section shall individually apply to each group of Obligated Owners with respect to the Shared Mailbox Structure which serves those Obligated Owners.

(a) **MEETINGS:** A meeting of the Obligated Owners may be called at any time by the request of any one or more Obligated Owners; provided, however, that a meeting may not be called within thirty (90) days of a previously held meeting unless a majority of the Obligated Owners request the meeting. All requests shall be in writing, shall specify the general nature of the business proposed to be transacted, and shall be mailed postage prepaid (first class) or hand delivered to all Obligated Owners. The request shall also set forth the location where the meeting will be held, which must be within five (5) miles of the Project and the date for such meeting, which date shall be not less than fifteen (15) (unless the Shared Mailbox Structure has been damaged by an act of God) nor more than ninety (90) days following the date of the request. The presence at a meeting of a majority of the Obligated Owners shall constitute a quorum for the transaction of business and for any action. In the absence of a quorum, any Owner present at the meeting may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not fewer than five (5) days nor more than thirty (30) days from the original meeting date. The quorum for any such adjourned meeting shall be reduced to require representation by at least one-third (1/3) of the Obligated Owners. Notice of the time and place of the adjourned meeting shall be mailed postage prepaid (first class) to the Obligated Owners at least fifteen (15) days before the adjourned meeting, or hand delivered at least three (3) days before the adjourned meeting.

(b) **DECISIONS:** Each Obligated Owner shall be entitled to cast one (1) vote for each Lot owned by that Obligated Owner which is served by that Shared Mailbox Structure. The Obligated Owners shall determine when the Shared Mailbox Structure needs to be Maintained by majority vote. Within thirty (30) days after such determination (ten (10) days in the event that a majority of the Obligated Owners conclude that more urgent conditions exist) the Obligated Owners shall hire and pay for all labor and materials necessary or appropriate to so Maintain the Shared Mailbox Structure. If the Obligated Owners do not accomplish or commence diligent efforts to Maintain within said period of time for any reason, then any Obligated Owner may hire and pay for all labor and materials necessary or appropriate to so Maintain the Shared Mailbox Structure and bill the Obligated Owners for their proportionate shares of the costs of such labor and materials; provided, however, that no Owner shall hire or pay for any labor or materials without first providing the Obligated Owners with ten (10) days written notice of its intention to do so.

(c) **ALLOCATION OF COSTS:** The costs to Maintain the Shared Mailbox Structure shall be shared equally by the Obligated Owners, except that any work required as a result of the negligence or willful act of an Owner or an Owner’s Invitees shall be the responsibility of the Owner to whom the willful or negligent act is attributed and the costs of such work shall be borne solely by that Owner. Any Obligated Owner that pays more than that Owner’s share is entitled to, and has a right of contribution from the Obligated Owner(s) that pay less than their share which shall run with the land and shall be binding upon and enforceable against the Obligated Owner(s) successors in interest.

5.2 **ALTERATIONS TO RESIDENCES AND OTHER IMPROVEMENTS:**

Alterations may be made to the interior of an Owner’s Residence, if the Alterations do not impair the structural integrity of the Residence and if the Owner complies with all laws and ordinances regarding alterations and remodeling. No Alterations shall be made to Lots or to the exteriors of Residences without the prior approval of the Architectural Committee. No Alteration may be made to a Residence so that it includes more than four (4) bedrooms (including dens or similar living spaces).

5.3 **MAINTAINING FENCES AND WALLS**: If a fence is attached to the top of a wall, that wall shall be deemed to be part of the fence for purposes of this Section.

5.3.1 **PARTY FENCES**: The Owners of a Party Fence shall Maintain it and share the costs of Maintaining it equally except that all costs of Maintaining the Party Fence which are a result of the negligent or willful action of an Owner shall be borne by that Owner.

5.3.2 **RETAINING WALLS**: Each Owner shall Maintain any wall situated within their Lot or on or along a boundary of their Lot. If any portion of a wall extends across a Lot boundary, the adjacent Owners shall cooperate as necessary to permit each Owner to Maintain the portion of the wall which is on that Owner's Lot.

5.3.3 **OTHER FENCES AND WALLS**: Except as provided in Section 5.3.1 (Party Fences) and 5.3.2 (Retaining Walls) the Owner of a Lot shall Maintain all fences, fence posts, gates and walls which are either situated entirely within the boundaries of an Owner's Lot or which separate the Owner's Lot from property located outside the boundaries of the Project. No portion of a gate on an Owner's Lot shall abut Parcel A, as shown on the Map.

5.4 **LANDSCAPING**: Additional specific restrictions on landscaping may be established in the Architectural Standards.

5.4.1 **INSTALLATION REQUIREMENT**: Each Owner shall install, plant and complete permanent landscaping within the Mandatory Landscaped Area on the Owner's Lot within eight (8) months after (i) title to the Lot is conveyed to the Owner or (ii) the issuance of a certificate of occupancy for the Residence, whichever occurs later. This Section 5.4.1 shall not apply to any Lot after it is initially landscaped in accordance with a landscape plan submitted to and approved by the Architectural Committee or reviewed by Declarant as described in the last sentence of Section 7.1.3 (Declarant Exemption).

5.4.2 **PERMANENT LANDSCAPING**: The landscaping within Mandatory Landscaped Areas shall be Maintained in a manner consistent with the standards of design and quality as originally established by Declarant and in accordance with any applicable provisions of the Maintenance Manual applicable to the Lot on which the Mandatory Landscaped Area is situated. All landscaping shall be kept in a neat, clean and healthy condition. Any weeds shall be removed and any diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced with in-kind plants. All lawn areas shall be neatly mowed, trees and shrubs shall be neatly pruned and litter shall be removed. All landscaping shall be regularly fertilized. Irrigation systems, if any, shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to ensure continued regular watering of landscape areas, and health and vitality of landscape materials. Any landscaping which is removed or altered must be immediately replaced with landscaping of like kind and quality unless otherwise approved by the Architectural Committee.

5.4.3 **FAILURE TO MAINTAIN**: If any Owner ("Failing Owner") fails to maintain the Mandatory Landscaped Area on the Owner's Lot in accordance with the requirements of this Declaration, any other Owner shall have the right, but not the obligation, to enter the Failing Owner's Lot to perform such maintenance at the expense of the Failing Owner. No Owner shall enter upon a Failing Owner's Lot to perform maintenance without first providing the Failing Owner with a written notice describing the necessary or appropriate maintenance at least thirty (30) days before the entry. Entry within a Lot shall be made with as little inconvenience to the Failing Owner as practicable. If an Owner performs maintenance in accordance with this Section 5.4.3, the Failing Owner shall reimburse that Owner for all costs incurred, plus a ten percent

(10%) administrative fee, within ten (10) days after delivery to that Owner of an invoice requesting reimbursement.

5.4.4 **PUBLIC RIGHT OF WAY**: Each Owner shall Maintain the landscaping within the public right-of-way which adjoins the Owner's Lot; provided, however, so long as the City of Vallejo collects funds through one of the Districts described in Section 4.4 (Districts and Deed Assessments) to Maintain street trees, the street trees shall be Maintained by the City of Vallejo rather than the Owners. No Owner may modify landscaping within the public right-of-way without first obtaining the approval of the City and the Architectural Committee.

5.5 **CITY OWNED PROPERTY MAINTENANCE**: The provisions of this Section 5.5 shall not apply at any time that any District described in Section 4.4 (Districts and Deed Assessments) is then collecting funds for the purpose of maintenance of Parcel A, as shown on the Map. The provisions of this Section 5.5 shall also not apply at any time that the City of Vallejo ("City") and the Owners have established a replacement funding source, acceptable to the City, to cover the costs of such maintenance, or is collecting "Owner Maintenance Assessments" as defined in Section 4.4.2 (Termination of District) to cover the costs of such maintenance.

5.5.1 **JOINT MAINTENANCE**: The Owners shall jointly perform City Owned Property Maintenance.

5.5.2 **MEETINGS**:

(a) **Calling A Meeting**: A meeting of the Owners may be called at any time by the request of any five (5) or more Owners; provided, however, that a meeting may not be called within thirty (30) days of a previously held meeting unless the Owners of a majority of the Lots request the meeting. All requests shall be in writing, shall specify the general nature of the business proposed to be transacted, and shall be mailed postage prepaid (first class) or hand delivered to all Owners. The request shall also set forth the location where the meeting will be held, which must be within five (5) miles of the Project and the date for such meeting, which date shall be not less than fifteen (15) nor more than ninety (90) days following the date of the request. The presence at a meeting of Owners of a majority of the Lots shall constitute a quorum for the transaction of business and for any action. In the absence of a quorum, any Owner present at the meeting may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not fewer than five (5) days nor more than thirty (30) days from the original meeting date. The quorum for any such adjourned meeting shall be reduced to require representation by Owners of at least fifteen (15) of the Lots. Notice of the time and place of the adjourned meeting shall be mailed postage prepaid (first class) to each Owner at least fifteen (15) days before the adjourned meeting, or hand delivered at least three (3) days before the adjourned meeting.

(b) **Decisions**: The Owners shall be entitled to cast one (1) vote for each Lot owned. The Owners shall determine when City Owned Property Maintenance is required by majority vote. Notwithstanding the preceding sentence, if the City delivers written notice to the Owners of the need to perform City Owned Property Maintenance, the Owners shall perform the maintenance. Within thirty (30) days after such determination or written notice by the City (ten (10) days in the event that the Owners of thirty (30) Lots conclude that more urgent conditions exist) the Owners shall hire and pay for all labor and materials necessary to perform the City Owned Property Maintenance. If the Owners of the Lots do not accomplish or commence diligent efforts perform City Owned Property Maintenance within said period of time for any reason, then any Owner may hire and pay for all labor and materials necessary to perform the City Owned Property Maintenance and bill the Owners of the other Lots for their proportionate shares of the costs of such

labor and materials; provided, however, that no Owner shall hire or pay for any labor or materials without first providing the Owners with ten (10) days written notice of its intention to do so. If the Owners of the Lots do not perform the maintenance set forth in a written notice from the City within the time frames specified above, the City shall have the right, but not the obligation, to perform the maintenance specified in the written notice, to recover its costs and expenses, including City's administrative costs and reasonable attorney fees, it incurs from the Owners and to lien the Lots to recover such costs.

5.5.3 ALLOCATION OF COSTS: The costs to perform City Owned Property Maintenance shall be shared equally by the Owners, except that any work required as a result of the negligence or willful act of an Owner or an Owner's Invitees shall be the responsibility of the Owner to whom the willful or negligent act is attributed and the costs of such work shall be borne solely by that Owner.

5.5.4 INDEMNITY: If the Owners fail to perform City Owned Property Maintenance after receipt of a written notice by the City as provided in 5.5.2 (b) (Decisions), the Owners shall indemnify, hold harmless and defend the City, its officers, officials, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature, including active, passive or strict negligence, including but not limited to personal injury (including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons) and/or damage to property (including loss of use thereof) of anyone, caused or alleged to be caused by the failure of the Owners to perform City Owned Property Maintenance, with the exception of the sole negligence or willful misconduct of the City.

5.6 INSURANCE: Each Owner is responsible for determining and obtaining the type and amount of insurance needed to insure all Improvements and personal property located within the Owner's Residence and to otherwise protect the Owner against losses. Each Owner shall obtain and keep in full force and effect a policy of insurance which provides protection of the Owner's Residence against loss or damage by fire or other casualty, in an amount equal to at least one hundred percent (100%) of the current full replacement cost (without respect to depreciation) of the Owner's Residences, exclusive of land, foundations, excavation and other items normally excluded from coverage.

5.7 DAMAGE AND DESTRUCTION: If all or any portion of a Lot or Residence is damaged by fire or other casualty, the Owner shall either (i) restore the damaged Improvements or (ii) remove all damaged Improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration under (i) preceding must be performed so that the Improvements are in substantially the same condition in which they existed prior to the damage, unless otherwise approved by the Architectural Committee. The Owner must commence such work within one hundred twenty (120) days after the damage occurs and must complete the work within one (1) year thereafter.

ARTICLE VI
DEVELOPMENT RIGHTS

6.1 LIMITATIONS OF RESTRICTIONS: Declarant is undertaking the work of developing Lots and other Improvements within the Project and within Mare Island. The completion of the development work and the marketing and sale, rental and other disposition of the Lots and other real property interests within Mare Island is essential to the establishment and welfare of the Project. In order that the work may be completed and the Project and Mare Island established as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

6.2 RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION:

Declarant, its contractors and subcontractors shall have the right to (i) obtain reasonable access over and across the Project and/or do within any Lot owned or controlled by it whatever is reasonably necessary or advisable in connection with the completion of the Project and Mare Island, and (ii) erect, construct and use within any Lot owned or controlled by it such structures as may be reasonably necessary or appropriate for the conduct of its business to complete the work, establish the Project and dispose of the Project in parcels by sale, lease or otherwise.

6.3 SIZE AND APPEARANCE OF PROJECT:

Declarant shall not be prevented from changing the exterior appearance of any improvements, landscaping or any other matter directly or indirectly connected with the Project or Mare Island in any manner deemed desirable by Declarant, if Declarant obtains any governmental consents required by law.

6.4 MARKETING:

Declarant shall have the right to: (i) construct, establish and use model homes, signs, banners, flags, inflatable balloons, blimps, sales offices, sales and construction trailers, leasing offices, rental offices, storage areas, parking lots and related facilities in any Lots owned or controlled by Declarant within the Project as are necessary or reasonable, in the opinion of Declarant, for the sale or disposition of Mare Island residences; (ii) use Lots owned or controlled by Declarant in accordance with any promotional programs established from time to time by Declarant; and (iii) conduct its business of disposing of Mare Island property by sale, lease or otherwise.

**ARTICLE VII
ARCHITECTURAL AND LANDSCAPING CONTROL**

7.1 ARCHITECTURAL APPROVAL REQUIRED:

7.1.1 GENERALLY: Except as otherwise provided in this Declaration, proposals for Alterations (which includes all landscaping) are subject to the provisions of this Article and may not be made until approved in accordance with the provisions of this Article.

7.1.2 EXCEPTIONS: The provisions of this Declaration requiring architectural approvals do not apply to repainting or refinishing any Improvement in the same color, hue, intensity, tone, and shade or repairing or replacing any Improvement with the same materials. The provisions of this Declaration requiring architectural approvals include planting or removing landscaping except for landscaping within completely enclosed portions of Lots. The Architectural Standards may establish additional exceptions from time to time.

7.1.3 DECLARANT EXEMPTION: The provisions of this Declaration requiring architectural approvals do not apply to the original construction of any Improvements on a Lot by Declarant, its agents, contractors or employees. Additionally, the provisions of this Declaration requiring architectural approvals do not apply to the original construction of any Improvements on a Lot by a builder who acquires two (2) or more Lots from Declarant if Declarant notifies the Architectural Committee that it has or will review an application for Alterations performed by that builder.

7.1.4 RELATIONSHIP TO GOVERNMENTAL APPROVALS: Proposals for Alterations may also be subject to review and approval by state or local governmental entities or agencies. Satisfying the provisions of this Declaration does not automatically satisfy any requirement for governmental

approval, permitting or inspection. All approvals, permits and inspections which are required under local, state or federal law for any proposed Alteration are the responsibility of the Owner and must be obtained by the Owner in addition to the approvals required by this Declaration.

7.2 ARCHITECTURAL COMMITTEE: The Architectural Committee shall consist of three (3) persons. All decisions of the Architectural Committee shall be made by majority vote of the members of the Architectural Committee.

7.2.1 INITIAL COMMITTEE: Declarant Lennar Homes of California, Inc., a California corporation, may appoint all of the original members of the Architectural Committee and all replacements until that Declarant no longer owns any real property within Mare Island. Each member of the Architectural Committee will serve until replaced or until a written resignation is submitted to the remaining members in which case the remaining members may appoint a replacement member. Declarant Lennar Homes of California, Inc., a California corporation, may resign from the Committee at any time upon serving written notice of resignation upon each Owner.

7.2.2 APPOINTMENT BY OWNERS: Commencing upon the termination of the Initial Committee pursuant to Section 7.2.1 (Initial Committee), the Owners shall appoint the members of the Architectural Committee by a written instrument signed by a majority of the Owners (based upon one vote for each Lot owned). If a majority of the Owners cannot agree upon the members of the Architectural Committee, any Owner may prepare and distribute by first class mail, postage prepaid, a notice of the time and place of a meeting to be conducted within the Project for the purpose of electing the members of the Architectural Committee which meeting shall be held within not less than thirty (30) nor more than ninety (90) days from the date of the notice. The election shall be by secret written ballot and the persons receiving the largest numbers of votes shall be deemed elected. Each Owner shall be permitted to cast three (3) votes for each Lot owned and may cumulate votes and give them to a single candidate or distribute them among as many candidates as the Owner thinks fit. Any Owner may attend the meeting in person or by a written proxy. All members will serve until they resign, in which case the remaining members may appoint a replacement member, or are replaced by a new written instrument or election conducted in accordance with the above procedures; provided, however, meetings shall not be held more frequently than once every two (2) years, unless a majority of the Owners sign the notice of the time and place of meeting.

The Architectural Committee shall not be an "association," as that term is defined in California Civil Code Section 4080.

7.3 POWERS OF THE ARCHITECTURAL COMMITTEE: The Architectural Committee shall have the following powers:

7.3.1 REVIEW PLANS: To review and approve, disapprove or conditionally approve all plans, submittals, applications and requests made or tendered to it by Owners, or their agents, pursuant to the provisions of this Declaration. In connection therewith, the Architectural Committee may investigate and consider the architecture, design, layout, landscaping, fence detail, and other features of the proposed improvement;

7.3.2 ADOPT RULES: To adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters;

7.3.3 **SPECIFY MATERIALS:** To require the submission of site plans, diagrams, photographs, materials or other presentation material as may be necessary or appropriate for complete review and consideration of the proposed development. All such plans and specifications shall be submitted in writing in duplicate and each shall be signed by the Owner of the Lot or an authorized agent;

7.3.4 **ADOPT ARCHITECTURAL STANDARDS:** To adopt architectural rules, regulations and guidelines (“**Architectural Standards**”) which are consistent with the purpose and intent of this Declaration and the design of the Project to be used in making the Architectural Committee’s determination to approve, disapprove or conditionally approve any matter submitted to it for decision. The Architectural Standards may interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Project; and

7.3.5 **FEES:** To adopt a schedule of reasonable fees for processing submittals and to establish the time and manner in which such fees shall be paid.

7.4 **DUTIES OF ARCHITECTURAL COMMITTEE:** The Architectural Committee shall:

7.4.1 **TIME LIMITATION:** Render a decision on each matter submitted to it, in writing, within sixty (60) days of receipt of all data required by its rules and regulations. The Architectural Committee shall have the right to extend this sixty (60) day period for up to a maximum of thirty (30) additional days by delivery of a written notice to the applicant before the expiration of the sixty (60) day period. Failure to render a decision within the required time period shall be deemed to be an approval of the matter as submitted. The approved plans and specifications, if any, shall be signed in duplicate by a fully authorized member or employee of the Architectural Committee and shall be incorporated in the decision by reference. One copy shall be retained by the Architectural Committee and one copy shall be returned to the Owner or applicant.

7.4.2 **PUBLISH RULES:** Publish and make available to Owners and prospective owners all of its rules, regulations and criteria from time to time adopted, if any.

7.4.3 **APPOINTMENT AND DESIGNATION:** The Architectural Committee may, from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Architectural Committee in all matters delegated.

7.5 **CONDITIONS PRECEDENT TO APPROVAL:** As conditions precedent to approval of any matter submitted to it, the Architectural Committee must ordinarily be able to find that:

7.5.1 **ARCHITECTURAL REVIEW:** General architectural considerations, including the character, scale, and quality of the design, the architectural relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and similar elements have been incorporated in order to ensure the compatibility of the proposed improvement with its design concept and the character of adjacent buildings;

7.5.2 **SITE REVIEW**: General site considerations including site layout, open space and topography, orientation and locations of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to provide a desirable environment; and

7.5.3 **LANDSCAPE REVIEW**: General landscape consideration, including the location, type, size, color, texture and coverage of plant materials, provisions for irrigating, Maintaining and protecting landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of property values in the Project generally.

If the Architectural Committee makes a negative finding on one or more of the items set forth in this Section, it shall ordinarily disapprove such matter, or condition its approval so as to allow such findings to be made.

7.6 **FORM OF APPROVALS, CONDITIONAL APPROVALS AND DENIALS**: All approvals, conditional approvals and denials must be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been approved, conditionally approved or rejected in writing within sixty (60) days from the date of submission (as may be extended in accordance with Section 7.4.1 (Time Limitation)) will be deemed approved. The date of submission shall be the date the submission is actually received by a member of the Architectural Committee.

7.7 **WORK**: Upon approval of the Architectural Committee, the Owner must diligently proceed with the commencement and completion of all work so approved. Completion of the work approved must occur within one (1) year following the approval of the work unless the Architectural Committee grants an extension. This Section shall not be interpreted to extend any other time period imposed by this Declaration. If the Owner fails to complete the work within the specified time period, the Architectural Committee may notify the Owner in writing of the non-compliance and proceed in accordance with the provisions of Section 7.8 (Determination of Compliance).

7.8 **DETERMINATION OF COMPLIANCE**: Any work performed, whether or not the Owner obtained proper approvals, may be inspected and a determination of compliance made as follows:

7.8.1 **NOTICE OF COMPLETION**: Upon the completion of any work performed by an Owner for which approval was required, the Owner must give written notice of completion to the Architectural Committee. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Committee may proceed upon its own motion.

7.8.2 **INSPECTION**: Within sixty (60) days after the Architectural Committee's receipt of the Owner's notice of completion, or, if the Owner fails to give a written notice of completion to the Architectural Committee within the completion period specified in Section 7.7 (Work), a designee of the Architectural Committee may inspect the work performed and determine whether it was performed and completed in substantial compliance with the approval granted. If the Architectural Committee finds that the work was not performed or completed in substantial compliance with the approval granted or if the Architectural Committee finds that the approval required was not obtained, the Architectural Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and require the Owner to remedy the non-compliance.

7.9 **FAILURE TO REMEDY THE NON-COMPLIANCE**: If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice of non-compliance, then after the