

## ARTICLE II

**DIVISION, MAINTENANCE AND INSURANCE OF PROPERTY**

Ownership of each Condominium shall include a Unit, an undivided interest in the Common Area (or a portion of it), membership in the Association, and any Exclusive Use Common Area(s) appurtenant to such Unit.

2.01 **Units.**

Each Unit consists of all elements and areas identified as such on the Condominium Plan.

2.02 **Common Area(s).**

- (a) The Property not constituting the Units and Association Property is the Common Area.
- (b) Each Owner of a Condominium in the Original Property will receive the following undivided interest in the Common Area in the Original Property: **one/forty-fourth (1/44)**.

2.03 **Exclusive Use Common Area(s).**

- (a) "Exclusive Use Common Area(s)" are those air space portions of the Association Property, more particularly described in the Condominium Plan, for the exclusive use of the Owner(s) of the Unit to which the Exclusive Use Common Area is appurtenant.
- (b) Use of the Exclusive Use Common Area(s) are subject to reasonable restrictions contained in any Governing Documents.
- (c) Portions of the Association Property designed to serve a particular Unit but located outside the boundaries of the Unit, are Exclusive Use Common Areas as set forth in Civil Code Section 1351(i)(1), if shown and designated as such on the Condominium Plan.
- (d) As shown and designated on the Condominium Plan, Declarant hereby reserves and will convey the following Exclusive Use Common Areas for the exclusive use of the appurtenant Unit: **decks, patios, parking spaces and storage areas.**

2.04 **Repair and Maintenance of the Property by Owner.**

- (a) In accordance with the Governing Documents, each Owner must maintain and repair all of the following, except as otherwise specifically stated herein:
  - (1) All of the Owner's Unit (see the Condominium Plan for a detailed description) in a clean, sanitary and attractive condition, including, but not limited to, the following *within the Unit's boundaries*:
    - (A) Utility fixtures and equipment;
    - (B) Plumbing fixtures and pipes;
    - (C) Electrical fixtures;
    - (D) Interior floor covering;
    - (E) Interior wall covering, lath, plaster and drywall; and
    - (F) Interior doors, door frames, and thresholds.

- (2) The improvements within the air space portions of the Unit's Exclusive Use Common Area(s), and the interior finished surfaces thereof, as shown and designated on the Condominium Plan, if any, in a clean, sanitary and attractive condition;
  - (3) The following, whether located within or outside the Unit, that solely and exclusively serves the Unit:
    - (A) Air conditioning and heating equipment; and
    - (B) Hot water heaters.
  - (4) Windows, window frames, exterior doors and related hardware, door frames of exterior doors, balcony doors, balcony door frames, patio doors, and patio door frames, subject to the Board's approval as to structural integrity where doors and windows adjoin the building, and aesthetic uniformity with the building exterior; and
  - (5) Any damage to any real or personal property in the Project caused by an Owner or an Owner's Occupants or invitees, even if the damage is to an area otherwise maintained by the Association or another Owner. All the repairs shall be subject to prior approval of the Board.
- (b) An Owner may not do anything that unreasonably increases the level of noise from within the Unit without obtaining the approval of the Board. If an Owner does anything within the Unit that may increase the level of noise or sound that can be heard outside the Unit during normal use and occupancy of the Unit, the Owner must first obtain approval from the Board, and upon approval, take all reasonable measures (at own expense) to deaden, insulate or otherwise decrease the level of such noise to the minimum level reasonably possible.
  - (c) Any change to the exterior appearance of a Unit must be approved by the Board in accordance with the Governing Documents and applicable laws.
  - (d) Each Owner shall be responsible for maintenance and waterproofing his/her own decks/balconies. Owners may not place on the decks/balconies large potted plants or other items which can damage the waterproofing membrane and indoor/outdoor carpet or tile which can impair the waterproofing and may even change drainage patterns. Any damage to the structure(s) caused by Owner's negligence shall be billed to the Owner.

**2.05 Repair and Maintenance of the Property by Association.**

- (a) Except as otherwise specifically stated, the Association (not individual Owners) is responsible for maintaining, repairing, modifying, and altering Association Property, Common Areas and exterior surfaces of Exclusive Use Common Areas (where applicable) including the following:
  - (1) Subfloors, bearing walls (except for the finished surfaces thereof);
  - (2) Plumbing and pipes in Association Property and Common Area walls;
  - (3) Roofs;
  - (4) Electrical lines in common walls, Association Property and Common Areas, lighting fixtures in Common Areas;
  - (5) Association Property and Common Area landscaping, including irrigation systems and related fixtures;
  - (6) Finished surfaces and structural components of balconies, balcony railings, if any;
  - (7) Patios, if any;

- (8) Storage spaces, if any; and
  - (9) Parking spaces in Association Property and Common Areas.
- (b) The Association shall be responsible for maintaining the structural elements of decks/balconies. Any damage to the structure(s) caused by Owner's negligence shall be billed to the Owner.
  - (c) The Association shall be responsible for the periodic cleaning of the exteriors of any windows within or bordering a Unit that are inaccessible to the Owner thereof. Each Owner will cooperate with the Association to provide access to the Association to clean such windows. The Association shall provide reasonable advance notice to the Owners and shall be responsible for any damage to the Unit resulting from such entry.
  - (d) Termite Eradication. If the Board adopts an inspection and preventive program for the prevention and eradication of infestation by wood destroying pests and organisms, the Association, upon reasonable notice (which shall be given no less than fifteen (15) days nor more than thirty (30) days before the date of temporary relocation) to each Owner and the Occupants of his or her Unit may require such Owner and Occupants to temporarily relocate from such Unit in order to accommodate efforts by the Association to eradicate such infestation. The notice shall state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the Occupants will be responsible for their own accommodations during the temporary relocation. Any damage caused to a Unit by such entry by the Board or by any person authorized by the Board shall be repaired by the Board as a Common Expense of the Association. All costs involved in maintaining the inspection and preventive programs as well as repairing and replacing the Association Property, Common Area and Improvements thereon when the need for such maintenance, repair or replacement is the result of wood destroying pests or organisms shall be a Common Expense subject to the restrictions applicable to capital improvement assessments.
  - (e) Graffiti Removal. The Association shall cause to be removed forthwith all graffiti that is placed upon the perimeter walls of the Project and/or on any other Improvement within the Project and the Association, and its agents and contractors, shall have access upon and over all of the Units in the Project in order to accomplish the same.
  - (f) SWPPP. The Association shall comply with the storm water pollution prevention plan ("SWPPP") that was prepared by the Declarant and filed with the State of California, including, without limitation, any "best management practices" contained therein, and any other SWPPP or drainage area management plan prepared by the City. A copy of the SWPPP applicable to the Property shall be on file with the Association or its property manager.

## 2.06 Association Insurance.

- (a) The Board shall obtain and maintain the following specified (or equivalent) insurance coverages, provided it is financially reasonably prudent to do so:
  - (1) A master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Association Property and Common Areas.
    - (A) The form, content, and term of the policy and its endorsements and the issuing company shall satisfy the minimum requirements for this type of Project by FNMA and FHLMC.
    - (B) The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or its equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild.

- (C) The policy shall name as insured the Association, the Owners and all Mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.
  - (D) The Board in its discretion, shall have the right but not the obligation to limit the insurance provided in this section to a so-called "bare-walls" type of coverage which only insures damage to or replacement of structural improvements (i.e. buildings), but excludes interior non-structural improvements (i.e. floors, cabinets, appliances).
- (2) Comprehensive public liability insurance in a reasonably prudent amount that covers the Association, Board, Managing Agent, Owners, Occupants and any other agents or employees incident to the ownership or use of the Association Property and Common Area(s) against physical injury, death and property damage arising out of a single occurrence. The Board should consider maintaining insurance in the amount specified by Civil Code Sections 1365.7 and 1365.9 and the notification requirements of Section 1365.9.
  - (3) If available, an extended coverage endorsement clause known as "Special Form", and a clause that permits a cash settlement to cover the full value of Improvements in case of destruction and a subsequent decision not to rebuild.
  - (4) A fidelity bond that insures the Association for the estimated maximum amount (or at least three (3) months' aggregate Assessments on all Condominiums and reserve funds) that could be affected by the dishonest act of any Member of the Association or Board, managing agent, employee, or Occupant, who handles funds for the Owners' benefit. Fidelity bonds must provide for a ten (10) day written notice of modification or termination to any insurance trustee, and to each FNMA servicer who has filed a written request with the carrier for such notice.
  - (5) Workers' compensation insurance, in compliance with all applicable laws (if there are any employees or any workers hired to work in the Association Property or Common Areas). If contractors are utilized, the Association should require evidence of Workers Compensation insurance and a certificate of insurance verifying Comprehensive General Liability insurance in a minimum amount of \$1,000,000.00, naming the Association as additional insured. The contractor's policy shall have a minimum 30 day notice of cancellation provision.
  - (6) Any other insurance policy the Association deems appropriate.
- (b) Association insurance policies shall contain the following provisions, if available:
    - (1) Statements that the policies are primary and non-contributing;
    - (2) Statements that an Owner's conduct will not constitute grounds for avoiding liability;
    - (3) Inflation Guard Endorsement (if obtainable at a reasonable cost);
    - (4) Standard Mortgagee clause, and name as Mortgagee, FNMA or servicer (if applicable).
  - (c) The Board shall consider including in the Association policy the following types of coverage:
    - (1) Flood insurance available under the appropriate programs for the National Flood Insurance Agency, or any other such agency.
    - (2) Earthquake insurance.
  - (d) Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreement.

- (e) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors, and the Owners and occupants of the Condominiums and Mortgagees, and all Owners are deemed to have waived subrogation rights as to the Association and/or other Owners, whether or not their policies so provide.
- (f) All insurance policies must require a written thirty (30) day notice of modification or termination of coverage from the insurer to the Association, Declarant, Owners and their Mortgagees, and any interested party who requests such a notice.
- (g) The Association is not obligated to provide intra-Unit public liability insurance or any protection against risks customarily covered under "homeowners" or "broad form homeowners" policies. Owners may individually insure against such risks.
- (h) The Board shall adopt policies and procedures regarding the filing and processing of claims for damage and destruction of the Association Property and Common Area Improvements or any other matters covered by insurance maintained by the Association.
- (i) At least annually, the Board must review the Association's insurance policies.

2.07 **Owner Insurance.**

- (a) An Owner shall not obtain any insurance that potentially may cause a reduction in the Association's insurance proceeds. If an Owner violates this provision, the Owner shall be liable to the Association for any reduction in the Association's insurance proceeds.
- (b) Any improvements made by an Owner within an Owner's Unit may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as "improvements". In the event the Association provides a type of "bare-walls" policy, each Owner shall purchase and provide insurance for all improvements to the interior of the Unit, such as a condominium unit policy with an extension for interior building improvements and/or betterments. All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, and any institutional mortgagee of such Condominium.
- (c) It is each Owner's responsibility, if desired, to obtain insurance for the following:
  - (1) Insurance for the personal property or potential liability occurring within a Unit;
  - (2) Loss assessment coverage for certain future special assessments; and
  - (3) Any other available insurance.
- (d) An Owner shall consider including in the policy coverage for earthquake insurance.

## ARTICLE III

OWNERS GENERAL USE RESTRICTIONS3.01 Unit Use.

- (a) Each Unit shall be used solely as a private residential dwelling and for no other purpose.
- (b) An Owner may lease a Unit, but not less than the entire Unit, for residential purposes provided:
  - (1) There is a written agreement;
  - (2) The lease states it is subject to all the provisions of the Governing Documents and that any failure to comply with any provision of this Declaration or the other Governing Documents shall constitute a default under the terms of said agreement;
  - (3) A copy of this Declaration is made available to each tenant or lessee by the Owner so leasing;
  - (4) Owners must give the Board the names and telephone numbers of all Occupants, tenants, and their roommates;
  - (5) Tenants/lessees/Occupants shall have no obligation to the Association to pay Assessments imposed by the Association nor shall they have any voting rights in the Association;
  - (6) No Owner may lease a Unit for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration;
  - (7) Owners, at all times, are responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents in the occupancy and use of the Units; and
  - (8) The Association and each Owner shall have a right of action directly against any tenant/Occupant for any breach of any provision of the Governing Documents.
- (c) Subject to Declarant's rights pursuant to the Article entitled "*Easements*" herein, occupations and businesses that do not interfere with the residential nature or character of the Property or quiet enjoyment by other Owners may be carried on within a Unit, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no external evidence of any such occupation, such as an unreasonable increase in visitors, or an increase in the sound or smell emanating from the Unit.
- (d) No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Area, Association Property or Common Area.
- (e) No person shall discharge into the Project's sewer system, storm drain or any toxic or noxious liquids or materials in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and/or federal law for any clean-up, or cause injury or damage to neighboring property or business elsewhere on the Project.

**3.02 Association Property and Common Area Use.**

- (a) Association Property, Common Area(s) and Exclusive Use Common Area(s), if any, may only be used for purposes which are compatible with usages customarily associated with common areas located within residential developments in California, and subject to the limitations described in this Declaration and other Governing Documents.
- (b) Any Owner may delegate his/her rights of use and enjoyment of any Association Property and Common Area facilities to the members of his/her immediate family, and guests and invitees. If an Owner has rented or leased his/her Condominium, such rights shall be automatically delegated to the tenants or lessees for the duration of their tenancy, and the Owner shall forfeit any rights to use and enjoy any such facilities for the duration of such tenancy. With respect to an installment land sales contract, the seller under the contract shall be deemed to have delegated his/her rights to use and enjoy any such facilities to the purchaser under the contract.

**3.03 Nuisances.**

- (a) Illegal, offensive, obnoxious actions, or noxious odors that interfere with any Occupant's quiet enjoyment are not permitted anywhere on the Property.
- (b) An Occupant may not cause the level of noise or sound from the Unit to interfere with the quiet enjoyment of an Occupant of another Unit (i.e., loud music or television, shouting, slamming of doors, and other such actions.)
- (c) The Board shall have the right to determine if any unreasonable action, odor, noise or other conduct constitutes a nuisance, and to appropriately deal with the situation.
- (d) Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children and other family members or persons residing in or visiting his or her Unit. Any damage to the Association Property, Common Area(s), personal property of the Association, or property of another Owner, caused by such children or other family members or persons residing or visiting shall be repaired at the sole expense of the Owner of the Unit where such children or other family members or persons are residing or visiting.

**3.04 Debris, Trash and Refuse.**

Weeds, rubbish, debris, objects or materials of any kind that are unsanitary, unsightly, or offensive may not be placed or permitted to accumulate in any Unit, the Common Area(s) or Association Property .

**3.05 Signs.**

- (a) For up to five (5) years from the First Close of Escrow in the Project, Declarant may erect and maintain any signs, advertising devices or structures to conduct development, improvement, subdivision, sale or leasing operations on the Property, as long as the activities do not unreasonably interfere with any Owner's use of the Property.
- (b) Subject to Civil Code Sections 712 and 713, and any local ordinance, an Owner may advertise a Condominium for sale or lease with sign(s) with a size, format, and location previously approved by the Board.
- (c) All Owners are subject to Civil Code Sections 1353.5 and 1353.6 in regard to the display of non-commercial flags, banners, signs and posters. Notwithstanding the foregoing, nothing contained in this Section shall be construed in such manner as to permit the maintenance of any sign which is not in conformance with any ordinance of the City of San Diego, County of San Diego.

- (d) No other sign, poster, display, or advertising device may be displayed anywhere on the Property visible outside a Unit without the prior written consent of the Board.
- (e) If Civil Code Sections 712, 713, 1353.5 and 1353.6 are amended, this provision automatically shall be amended in the same manner. If these sections are repealed and no successor sections are enacted, this provision shall remain in full force and effect. The Civil Codes may have been amended by the State Legislature since this Declaration was recorded, and the Board should confirm the current statutory requirements.

### 3.06 Use/Alteration Affecting Insurance Rates.

- (a) Acts that threaten cancellation or an increase of insurance rates for the Property may not be committed without Board approval.
- (b) If a particular Owner's use or activity is the cause of increased insurance rates, the responsible Owner is personally liable for the additional insurance premiums.

### 3.07 California Vehicle Code and Parking Regulations.

- (a) Authorized Vehicles. The following vehicles are authorized within the Property: motorized land vehicles designed and used primarily for noncommercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less (collectively, "Authorized Vehicles"). Authorized Vehicles may be parked in any portion of the Property intended for parking of motorized vehicles.
- (b) Prohibited Vehicles. The following vehicles are prohibited within the Property: recreational vehicles (e.g. motorhomes, travel trailers, camper vans, boats, etc.), commercial-type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board (collectively, "Prohibited Vehicles"). Prohibited Vehicles shall not be parked, stored or kept on any public or private street within, adjacent to or visible from the Property or any other Common Area or Association Property parking area, except for brief periods for loading, unloading, making deliveries, emergency repairs, or unless specifically authorized by the Board.
- (c) All applicable provisions of the California Vehicle Code will be enforced on any private streets on the Property in accordance with California Vehicle Code Section 22658.2 (or any successor statute regarding removal of parked cars and required warning signs). The Association may establish "Parking" and "No Parking" areas within the Association Property, in accordance with California Vehicle Code Section 22658.2 (or successor statute).
- (d) The Association (through the Board) may establish parking Rules and Regulations.
- (e) The Association has the right and obligation to enforce all parking restrictions and to remove any violating vehicles in accordance with the California Vehicle Code, or other applicable laws.
- (f) Parking is permitted in driveways, as long as it does not obstruct free traffic flow, constitute a nuisance, violate the Rules and Regulations, or otherwise create a safety hazard.
- (g) Under no circumstances may explosives, fireworks, or highly flammable material such as gasoline, kerosene, oil, oil-based paints, solvents, etc. be stored in any garage.
- (h) Garage doors, if any, may not be left open, except as temporarily necessary or while used for entering or exiting.

- (i) All vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Property shall be parked in the Owner's garage or assigned parking space, and each Owner shall maintain his garage or assigned parking space in a manner which ensures that it is capable of accommodating no less than the number of Authorized Vehicles the space was originally designed for by Declarant. Vehicles shall not be restored or repaired on the Property, unless parked wholly within a garage with the doors closed.
- (j) Garage space shall not be converted into any use (such as a recreational room or storage room) that would prevent its use as parking for the number of vehicles the space was designed to contain. Owners are to use their assigned parking spaces for parking of their vehicles so that unassigned parking in Association Property or Common Area(s) will be available for guest parking. The Association may establish rules for the parking of vehicles in the Association Property or Common Area.
- (k) Neither the Association nor any of its officers, directors, agents or employees shall be liable to any Owner, or to any member of his family, his guests, servants, employees or invitees, for any theft or, or injury to, any vehicle on the Project. Each Owner shall indemnify, defend, and hold harmless the Association and the Association's officers, directors, agents, employees, and representatives from any injury, damages, claims, liabilities, costs or expenses caused by, arising out of, or related to the provisions of this Section, or any offending vehicle.
- (l) The guest parking areas in the Project may not be used on a long-term or routine basis by Owners or tenants in the Project.
- (m) Vehicles may not be washed on the Property except as provided for by the Board.
- (n) The provisions of this Section are intended to comply with California Vehicle Code Section 22658.2 (regarding illegally parked cars) in effect on the date this Declaration was recorded. If this Vehicle Code section is amended, this provision automatically shall be amended in the same manner. If this section is repealed and no successor section is enacted, this provision shall remain in full force and effect. Vehicle Code §22658.2 may have been amended by the State Legislature since this Declaration was recorded, and the Board should confirm the current statutory requirements.

### 3.08 **Animal Regulations.**

- (a) A maximum of two (2) domesticated cats and/or dogs may be kept in a Unit, unless a greater number is authorized by the Board and provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times.
- (b) In addition, small domesticated animals (e.g., birds, hamsters, fish, turtles) may be kept in a contained environment (cage or aquarium), provided they are not kept, bred or raised for commercial purposes, and subject to the following sub-paragraphs of this Section.
- (c) Animals that bother or annoy other Owners or residents (e.g., excessively barking dogs, chirping birds, or noisy aquarium filters) may not be kept on the Property or in a Unit.
- (d) An animal may only enter the Association Property or Common Area(s) while on a leash which is held by a person capable of controlling it.
- (e) Owners must prevent their pets from soiling the Association Property or Common Area(s), and are solely responsible for any required clean-up. No pets or animals of any kind may be taken into recreational areas containing swimming pools or spas.
- (f) The Board shall determine whether specific pets are a nuisance and should be removed from any Unit.

- (g) Each Owner shall defend, indemnify and hold harmless all other Owners, the management company, the Association and the Board of Directors from any and all losses, costs, and liability arising from having any pet on the Property.

3.09 **Antennae and Satellite Dishes.**

- (a) No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, flag poles, clotheslines, or other external fixtures other than those originally installed by the Declarant or approved in accordance with this Declaration shall be constructed, erected or maintained on or within the Project; provided, however, that the foregoing restriction shall not be construed to limit the installation or use of video or television antennas within the Project, including a satellite dish (collectively "Antenna"), except as otherwise permitted by law, that is of a size and type consistent with the provisions of California Civil Code Section 1376 and with the provisions of Section 207 of the Telecommunications Act of 1996 (47 U.S.C. Section 303) or the regulations promulgated thereunder.
- (b) No wiring insulation, air conditioning, or other machinery or equipment other than that originally installed by Declarant or approved in accordance with the requirements of this Declaration, and their replacements shall be constructed, erected or maintained on or within the Association Property or Common Area including any structures on it.

3.10 **Temporary Structures.**

A temporary structure is only permitted on a Unit with approval of the Architectural Committee and if it is incidental to construction actively in progress.

3.11 **Indemnity of the Association by Owner.**

Each Owner shall defend and indemnify and hold the Declarant, Association, Managing Agent, and other Owners harmless without limitation on any claims arising from the Owner's negligence or willful misconduct (or the Owner's family members, relatives, guests or invitees) for damages sustained on the Association Property and Common Area(s), including any costs incurred.

3.12 **Basketball Standards.**

No basketball standards or fixed sports apparatus shall be attached to any Residence except as approved by the Board. The Rules and Regulations may further limit the use or placement of portable basketball apparatus.

3.13 **Exterior Lighting.**

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Unit. Further rules regarding exterior lighting may be promulgated by the Architectural Committee.

3.14 **Window Covers.**

Newspaper, aluminum foil or similar materials may not be used as window coverings.

**3.15 Common Fences.**

- (a) An easement exists appurtenant to any Unit for any "Common Fences" (fences on boundary lines between the Units and/or Association Property) originally installed by the Declarant, whether or not the fences are located precisely on the Unit boundary line.
- (b) Owners with a Common Fence have an equal right to use the fence, with the following provisions:
  - (1) Each Owner has exclusive right to use the interior surface of the fence facing the Residence;
  - (2) Owners may not drive nails, screws, bolts or other objects more than half way through any Common Fence;
  - (3) Owners may not interfere with the adjacent Owner's use and enjoyment of the Common Fence;
  - (4) Owners may not threaten or impair the structural integrity of the Common Fence; and
  - (5) If any portion of the fence (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant Owners' joint expense.

**3.16 Air Conditioners and Other Equipment.**

- (a) Air conditioners, heating, cooling, ventilating equipment and all other mechanical, lighting, or electrical devices shall be so operated and located so that they do not disturb the peace, quiet, and comfort of neighboring residents and shall be screened, shielded and/or sound buffered from surrounding Units, streets and other portions of the Association Property. All such equipment must be installed and operated in accordance with all applicable provisions of the local Codes and any other applicable requirements.
- (b) No wiring insulation, air conditioning, or other machinery or equipment other than that originally installed by Declarant or approved in accordance with the requirements of this Declaration, and their replacements shall be constructed, erected or maintained on any Unit.

**3.17 Declarant's Exemption from Use Restrictions.**

Conveyance of a substantial number of the Units is essential to the establishment and welfare of the Project. In order that all work necessary to complete the Project and to establish a substantially occupied Project may proceed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, its contractor or subcontractors, from doing work on said Project or any part thereof whenever it determines it to be reasonably necessary or advisable in connection with the completion of said work;
- (b) Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part of parts of said real property owned or controlled by Declarant, its contractors, or subcontractors, such structures as may be reasonably necessary to complete said work, establish said property as a residential Project and dispose of the same by sale, lease or otherwise;
- (c) Prevent Declarant from maintaining or displaying such sign(s), pennants and flag(s) on the Project (except upon Units owned by others) as may be necessary for the sale, lease or disposition thereof; or

- (d) Subject Declarant to the architectural control provisions of Article VII for construction of any Unit or other improvements on the Project.

The foregoing rights of Declarant shall terminate upon sale of Declarant's entire interest in the Project. Declarant shall be responsible for all costs associated with, and restoration of the Common Area affected by, the foregoing rights. So long as Declarant, its successors and assigns, owns one (1) or more of the Units established and described in this Declaration, Declarant, and its successors and assigns, shall be subject to the provisions of this Declaration. Declarant shall make reasonable efforts to avoid disturbing the use and enjoyment of Units and the Association Property by Owners, while completing any work necessary to those Units or Association Property.