

GOVERNING DOCUMENT COVER PAGE

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, nation origin, source of income as defined in subdivision of Section 12955, or ancestry, that restrictions violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 & 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Section 1352.5 of the Civil Code, effective January 1, 2000 requires community associations to put this cover page on the front of the Governing Documents.

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only*

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

32717
CITY OF GLEN DORA

THIS DECLARATION is made as of the 12th day of
January, 1977, by THE WALTON ASSOCIATED COMPANIES,
a California corporation, doing business as WALTON CONSTRUCTION
COMPANY, hereinafter referred to as "Declarant" herein.

RECITALS

A. Declarant is the owner of the real property re-
ferred to in Article I hereof, hereinafter referred to as "Real
Property".

B. Declarant intends to improve said Real Property
by constructing thereon single family residential dwellings as
a planned unit development and Declarant has established a
general plan, hereinafter set forth, for the subdivision, im-
provement, and development of said Real Property and the lots
therein and desires to secure the harmonious and uniform im-
provement of said Real Property and said lots in accordance with
said plan.

C. The development shall be referred to as the
"Project" as defined in Article II, paragraph 2.15 herein. The
Project will be developed in one phase consisting of sixty-two
(62) lots, containing sixty (60) single family residential
dwellings and common ares contained in two lots. The owner of
a lot will receive title to his individual lot. Each lot shall
have appurtenant to it a membership in the Foothill Village
Recreation & Management Association, a non-profit corporation,

which shall own fee title to lots 61 and 62 which contain the recreation area and other common areas of the project.

NOW, THEREFORE, Declarant hereby declares that said Real Property and each and every lot, parcel, unit, and common area thereof and therein, is and shall be owned, improved, occupied, conveyed, mortgaged, encumbered, leased, rented, used and developed subject to the following declarations, limitations, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness of the property and the Project, and every part thereof, as a part of and pursuant to a common plan for the development of said Real Property. Said covenants, conditions, and restrictions shall run with the land and shall bind and be a charge upon all of said Real Property and each lot, parcel and part thereof and for the mutual benefit of all such lots, parcels and parts thereof, and shall bind and inure to the benefit of Declarant and the City of Glendora and the successor owner or owners of any lot or parcel of said property, and their respective heirs, personal representatives, successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Real Property or the Project.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1. The Real Property subject hereto is situated in Los Angeles County, California, and is more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference.

ARTICLE II

DEFINITIONS

2. Wherever used in this Declaration, the following terms shall have the following meanings:

2.1 "Articles" shall mean and refer to the Articles of Incorporation as amended from time to time.

2.2 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the property which is to be paid by each lot owner as determined by the Association.

2.3 "Association" shall mean and refer to the Foothill Village Recreation and Management Association, a non-profit corporation, which shall own the recreational and other common areas, the members of which shall be the owners of lots in the project.

2.4 "Architectural Committee" shall mean the Architectural Committee provided for in Article X hereof.

2.5 "Board" or "Board of Directors" shall mean and refer to the governing body of the association.

2.6 "By-Laws" shall mean and refer to the By-Laws of the Association as amended from time to time.

2.7 "Common Area" shall mean and refer to those portions of the property, to which title is held by the Association, including any portions of the Real Property over which the Association shall have easements and excepting the individual lots to which title is held by the individual lot owner and in which said lot owner has the exclusive right of possession. The common areas are more particularly described as Lots 61 and 62 of said tract.

2.8 "Common Expenses" means and includes the actual and estimated expenses of operating the Real Property and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by and pursuant to this Declaration, as it may be amended from time to time, the exhibits, if any, attached thereto, the Articles and By-Laws of the Association, and the rules and regulations for the members as established from time to time.

2.9 "Declarant" shall mean and refer to The Walton Associated Companies, a corporation, doing business as Walton Construction Company, and its respective successors or assigns who acquire more than one undeveloped lot or parcel within the Real Property for purposes of development, including any assignee of any of Declarant's rights or powers hereunder, as provided for in Article XIII hereof.

2.10 "Declaration" shall mean and refer to this enabling Declaration.

2.11 "Lot" shall mean and refer to one of the subdivided parcels within the Real Property designated on the final map referred to in Exhibit "A".

2.12 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

2.13 "Owner" or "Owners" shall mean and refer to the record owner or holders of title, if more than one, of a lot in the project. This shall include any person having a fee simple title to any lot and shall not include contract sellers, but shall exclude persons or entities having any interest merely as security for the performance of an obligation.

2.14 "Person" means a natural person, a corporation, a partnership, a trustee or other legal entity.

2.15 "Project" shall mean and refer to the entire Real Property above described including all structures and improvements erected or to be erected thereon.

2.16 "Property" or "Properties" means and includes the Real Property above described and all improvements erected thereon and all property, real, personal, or mixed intended for or used in connection with the project.

2.17 "Recreational Common Area" shall mean and refer to lots 61 - 66, as described in Exhibit "A".

2.18 "Restrictions" shall mean and refer to the covenants, conditions and restrictions contained herein.

2.19 "Structure" shall mean and refer to any thing or device (other than trees or shrubbery not planted in a hedge) the placement of which upon any lot might affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, or lath house, coop or cage, patio, swimming pool, fence, wall, hedge, signboard,

or any temporary or permanent living quarters, including any house trailer, camper, recreational vehicle, or the like.

"Structure" shall also include any excavation or fill, the volume of which exceeds five cubic yards, or any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

2.20 "Street" shall mean and refer to any street, highway, roadway, cul de sac, or other area shown on the final map referred to in Exhibit "A" which is used or intended to be used for ingress and egress to any portion of the project.

2.21 "Singular" and "plural" and "the Masculine", "Feminine" and "Neuter" genders, shall each include the other where the context requires.

ARTICLE III

ANNEXATION OF ADDITIONAL PARCEL

DELETED

ARTICLE IV

ASSOCIATION, ADMINISTRATION,
MEMBERSHIP AND VOTING RIGHTS

4.1 The management of the recreational and common areas (lots 61 and 62) shall be vested in the Association in accordance with its By-Laws. The owners of all of the lots covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the Articles and By-Laws of the Association.

4.2 The owner of a lot shall automatically, upon becoming the owner of same, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the

Association shall automatically cease. Membership shall be held in accordance with the Articles and By-Laws of the Association.

4.3 Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the lot to which it is appurtenant and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance of such lot. A mortgagee does not have membership rights until he becomes an owner by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is null and void. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of his lot, the Association shall have the right to record the transfer upon its books and thereupon any old membership outstanding in the name of the seller shall be null and void.

4.4 The Association shall have two classes of voting membership;

Class A. Class A members shall be all owners with the exception of Declarant. Each lot shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more votes be cast than a lot is entitled to cast with respect to any lot.

Class B. Class B members shall be the Declarant and shall be entitled to vote as follows: Voting shall be the same as for Class A. memberships, except that Class B members may triple their votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes (tripled as stated above) outstanding in the Class B membership; or

(b) On January 1, 1979; or

(c) On the second anniversary of the original issuance of the public report for the project.

4.5 Cumulative voting in the election of board members shall be prescribed for all elections in which more than two positions on the Board are to be filled. Voting for Board members shall be by secret written ballot.

4.6 Unless the entire Board is removed from office by the vote of the Association members, any individual board member shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedures by a divider equal to one plus the authorized number of board members.

4.7 At any election in which the members other than the Declarant do not have a sufficient percentage of the voting power of the Association to elect at least one director through the accumulating of all of their votes, the person nominated for the Board who receives the highest number of votes cast by members other than the Declarant shall be elected to the Board and the remaining directors shall be elected in accordance with normal voting procedures.

4.8 A director who has been elected to office solely by the votes of members of the Association other than the Declarant may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in members other than the Declarant.

ARTICLE V

ASSESSMENTS

5.1 The Declarant, for each lot owned within the Project, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien

upon the lot against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. No owner of a lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the recreational or common areas or by the abandonment of his lot.

5.2 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of all of the residents of the entire project and for the improvement and maintenance of the recreational and common areas for the common good of the project.

5.3 Until January of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be the sum of \$ 30.00 per lot.

ately following the year in which conveyance of the first lot to an owner occurs in each of the respective phases.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year by not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

(b) The Board may not, without the vote or written consent of a majority of the voting power of the Association residing in members other than the Declarant, impose a regular annual assessment which is more than twenty percent (20%) greater than the regular annual assessment for the immediately preceding fiscal year.

(c) The Board of Directors may fix the annual assessment and an amount not in excess of the maximum. The annual assessment may not be decreased either by the Board or by the members by more than ten percent (10%) in any one year without the approval of two-thirds of the members. The City of Glendora shall be notified in writing of any increase or decrease in the amount of annual assessments within thirty (30) days thereof.

5.4 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a

special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the recreational and common areas, including fixtures and personal property related thereto, or for extraordinary expenses incurred by the Association, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members. In any fiscal year the Board may not, without the vote or written assent of a majority of each class of members, levy special assessments to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budget and gross expenses of the Association for that fiscal year. Special assessment shall be levied on the same basis as regular assessments, except where the special assessment is against one or more lot owners for disciplinary reasons.

5.5 Any action authorized under Article V, paragraphs 5.3 and 5.4 shall be taken at a meeting called for that purpose, written notice of which shall be personally delivered or sent by certified mail to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority vote of the members present at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appro-

priate officers of the Association not later than thirty (30) days from the date of such meeting.

5.6 All assessments, both annual and special, shall be charged to and divided among the lot owners according to the ratio of the number of subdivision interests (lots) owned by the Owner assessed to the total number of interests (lots) subject to assessments. Assessments may be collected on a monthly basis.

5.7 The regular assessments provided for herein shall commence as to all lots covered by this Declaration on the first day of the month following the conveyance of the first lot to an individual owner. The first assessment shall be adjusted according to the number of months remaining in the calendar year. Subject to the provisions of Article V, paragraph 5.3 hereof, the Board of Directors shall determine and fix the amount of the annual assessment against each lot and send written notice thereof to every owner at least thirty (30) days in advance of each annual assessment. The due dates shall be established by the Board of Directors. The association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, such a certificate shall be conclusive evidence of such payment.

5.8 Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest at the rate of ten percent (10%) per annum from the due date until paid.

5.9 Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure shall not extinguish the lien of such assessment as to payments which became due prior to the sale or transfer where a notice of such assessment has been recorded pursuant to Civil Code Section 1356. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

(a) When the mortgagee of a mortgage of record or other purchaser of a lot obtains title to the same as a result of foreclosure of any such mortgage or as a result of obtaining a deed in lieu of foreclosure of any such first mortgage, such acquirer of title, his successor and assigns, shall be liable for the share of the common expenses or assessments by the Association chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer, where a notice of such assessment was recorded pursuant to Civil Code Section 1536.

(b) In a voluntary conveyance of a lot or any interest therein, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

5.10 When a notice of assessment has been recorded, such assessment shall constitute a lien on each respective lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over all other mortgages or deeds of trust) made in good faith and for value.

(a) Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924-2924(h) of the California Civil Code, as may be amended from time to time applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

(b) The Association, acting on behalf of the lot owners, shall have the power to bid for the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

(c) The Board may temporarily suspend the voting rights and right to use recreational facilities of a member who is in default in payment of any assessment, after notice and hearing as provided in the By-Laws.

5.11 In the event that any taxes are assessed against the common area, or the personal property of the Association, rather than against the lots, said taxes shall be included in the assessments made under the provisions of Article V, paragraph 5.1, and, if necessary, a special assessment may be levied against the lots in an amount equal to said taxes, to be paid in two

installments, thirty (30) days prior to the due date of each tax installment.

5.12 All property dedicated to and accepted by, a public authority or public agency, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of California, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments. Those lots having no structural improvements for human occupancy, shall be exempt from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of the structural improvement. The exemption may include, but shall not necessarily be limited to roof replacement, exterior maintenance, walkway and carport lighting, refuse disposal, cable television, domestic water supplied to living units, common area lighting, parking, and/or maintenance of private streets within the common area. Any such exemptions from the payment of assessments shall be in effect only until a notice of completion of the structural improvement has been recorded or until one hundred twenty (120) days after the issuance of a building permit for the structural improvement, whichever occurs first.

ARTICLE VI

DUTIES AND POWERS OF THE ASSOCIATION

6.1 In addition to the duties enumerated in its By-Laws,

or elsewhere provided for in this Declaration, and without limiting the generality thereof, the Association shall perform the following duties:

(a) The Association shall maintain, repair, replace, restore, operate and manage all of the common area and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association. Maintenance shall include, without limitation: painting, maintaining, repairing and replacing of all common areas, landscaping (except for rear yards which are to be maintained by owners pursuant to Article XIII, paragraph 8.13), parking areas and recreational facilities. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an owner or his guest, tenants or invitees, the cost of which is not covered by insurance. The repair or replacement of any approved structure located on a lot shall be the responsibility of each owner; provided, however, that if an owner shall fail to make the repairs or replacements which are the responsibility of such owner, as provided above, then, upon the vote of a majority of the Board of Directors, and after not less than thirty (30) days notice to the owner, the Association shall have the right (but not

the obligation) to enter upon the lot and any structure thereon and make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such lot. and shall be payable to the Association by the owner of such lot.

(b) The Association shall maintain such policy or policies of insurance as are required by Article XIII, Section 13.9 of this Declaration.

(c) The Association shall discharge, by payment, if necessary, any lien against the common area, and assess the cost thereof to the member or members responsible for the existence of said lien.

(d) The Association shall fix, levy, collect and enforce assessments as set forth in Article V hereof.

(e) The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(f) The Association shall enforce this Declaration.

6.2 In addition to the powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

(a) The Association shall have the authority to obtain, for the benefit of all of the lots, where such utilities may not be separately metered to individual

lots, all water, gas and electric service and where not provided by any local public agency, refuse collection.

(b) The Association shall have authority to grant easements where necessary for utilities and sewer facilities over the common area to serve the common and open space areas and lots.

(c) The Association shall have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a firm or person appointed as a manager or management agent shall not exceed a one (1) year term, shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association, and to terminate the same for cause on ten (10) days written notice.

(d) The Association may adopt reasonable rules not inconsistent with this Declaration relating to the use of the common area and all facilities thereon, and the conduct of owners and their tenants and guests with respect to the property and other owners.

(e) For the purpose of performing the maintenance authorized herein, or for any other purpose reasonably related to the performance by the Association or the Board of Directors of their respective responsibilities, including construction or emergency repairs,

the Association's agents or employees or subcontractors shall have the right, after reasonable notice to the owner thereof, to enter any lot or to enter any portion of the common area at reasonable hours.

(f) The Association shall have the power to levy and collect assessments in accordance with the provisions of Article V hereof. The Association may impose fines or take disciplinary action against any owner for failure to pay assessments or for violation of any provision of this Declaration, or the Articles or By-Laws of this Association. Penalties may include, but are not limited to: fines, temporary suspension of voting rights, rights to the use of recreational facilities, or other appropriate discipline, provided that the accused member is given notice and the opportunity to be heard with respect to the alleged violations before a decision to impose discipline is made.

(g) The Association shall have the authority to enforce this Declaration pursuant to Article XII hereof.

(h) The Association shall have the power to acquire by gift, purchase, or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(i) The Association shall have the power to borrow money, and only with the assent (by vote or written consent) of three-fourths of each class of members, to mortgage, pledge, deed in trust, or hypothecate, any or all of its real or personal property as security for the money borrowed or debts incurred.

(j) The Association shall have the power to dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths of each class of members, agreeing to such dedication, sale or transfer.

(k) The Association shall have the power to contract for goods or services for the common areas, facilities and interests or for the Association, subject to limitations elsewhere set forth in this Declaration, or the Association's Articles or By-Laws.

(l) The Association shall have the power to delegate its authority and power to committees, officers or employees of the Association.

(m) The Association shall have the power to limit the number of an owner's guests who may use the recreational facility.

ARTICLE VII

UTILITIES AND PUBLIC SERVICES

7.1 Easements over and under the property for the installation, repair and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the recorded map of the property, and as may be hereafter required or needed to service the property, are hereby reserved by Declarant and its successors and assigns, including the Association together with the right to grant and transfer the same.

7.2 The association shall maintain all utility installations located in the common area except for those installations maintained by utility companies, public, private, or municipal. The Association shall pay all charges for utilities applied to the project except those metered or charged separately to the lots.

7.3 Licenses and rights of access on and over all streets and rights of way as shown on the recorded map of the property are hereby reserved by the Declarant and its successors and assigns, including the Association, for the benefit and use by the City of Glendora, its fire and police departments, trash collection service and all other public safety and health departments. The City of Glendora shall have the right (but not the obligation) of access over all streets and rights of way.

ARTICLE VIII

USE RESTRICTIONS

8.1 No lot shall be used for any purpose other than residence purposes, nor shall any lot be used for residence purposes by more than one family at any one time.

8.2 No lot shall be used for the conduct of any trade, business, professional or commercial activity of any kind or nature whatsoever, except that Declarant, its successors or assigns may use any lot in the project owned by Declarant for a model home site or sites and display and sales office during construction and until the last lot of each phase is sold. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary nature shall be used at any time as a residence, either temporarily or permanently.

8.3 No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the property, other than temporarily, unless placed or maintained within an enclosed garage or carport or on or within a parking area expressly provided for the same. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobstrusive and inoffensive as determined by the Board. No noisy or smokey vehicles shall be operated on the property. No off road unlicensed

motor vehicles shall be operated upon the property.

8.4 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface thereof.

8.5 No livestock, poultry, bees or other animals except domestic dogs and cats shall be kept on any lot, and no stable, hutch, barn or coop shall be placed or maintained upon any lot. Domestic dogs and cats shall not be kept, bred, or raised for commercial purposes on any lot. Notwithstanding the foregoing, no dogs and cats may be kept on any lot which result in an annoyance to residents within said property as determined by the Board of Directors of the Association.

8.6 No sign or other advertising device of any nature whatsoever shall be placed or maintained upon any lot or upon any other portion of said property except one neatly painted "for sale" or "for rent" sign of customary and reasonable dimensions for each lot offering such lot for sale or for rent by the owner thereof or his agent.

8.7 No lumber, metals or bulk materials shall be kept, stored or allowed to accumulate on any lot; provided, however, the lumber and other building materials may be kept thereon during the course of construction of a structure which has been approved as hereafter provided by the Board of Directors for immediate use in such work of construction.

8.8 No storage tank for the storage of gas or liquid shall be installed on any lot.

8.9 No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground or otherwise then buried at least three inches beneath the ground surface, except hoses and moveable pipes used for irrigation purposes. No excavation or fill the volume of which exceeds fifteen (15) cubic yards, and no swimming pool or spa with a surface area greater than forty (40) square feet, shall be installed or maintained on any lot.

8.10 No utility pole shall be erected on any lot if underground service of such utility is available at the property line of such lot.

8.11 So long as cable television is available to a lot, no external television antennae shall be installed thereon. If and when cable television is no longer available to a lot, when external television antenna may be installed thereon subject, however, to prior approval as hereafter provided of the Board of Directors as to the type of antenna and the location and manner of installation thereof. In addition, no external radio antennae or other external apparatus shall be installed on any lot without the prior approval as hereinafter provided of the Board of Directors. Nothing herein shall prevent the maintenance and use of television or radio antennae within completely enclosed portions of structures.

8.12 No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become a nuisance.

8.13 Except such planting and landscaping as shall be maintained by the Association on the front portion of each lot, each owner of a lot shall keep and maintain the planting and landscaping of such lot in an attractive, clean, sightly and wholesome appearance at all times and shall further keep and maintain same and plant and replant same in such fashion so as to prevent erosion or the possible occurrence of erosion thereto. As to any lot acquired by an owner thereof which is not fully

landscaped at the time of acquisition, the owner thereof shall, within six (6) months after acquisition, cause those portions of his lot which are not to be maintained by the Association and which are visible from streets, roadways and adjoining lots to be landscaped in an attractive, clean, sightly and wholesome appearance at all times. Such required landscaping shall not include front yards and side yards which are to be maintained by the Association.

8.14 No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate on any lot within said property which renders such lot unsanitary, unsightly, offensive, or detrimental, to any other lot in the vicinity thereof or the occupants of any such lot in the vicinity thereof. Trash, garbage, rubbish and other waste shall only be kept in sanitary containers. All service yards or service areas, clothes line areas, sanitary containers and storage piles on any lot shall be enclosed or fenced in such manner that such yards, areas, containers and piles will not visible from any streets, roadways and adjoining lots. Notwithstanding such sanitary containers may be set out for a reasonable period of time before and after scheduled trash pickup time.

8.15 No plants or seeds infected with noxious insects or plant diseases shall be brought upon grown or maintained upon any lot.

8.16 Each owner of a lot agrees for himself, his heirs, personal representatives, successors in interest and assigns, that he will permit free access by owners (or their representa-

tives) of adjoining lots to slopes and drainage ways located upon his lot which affects said adjoining lot when such access is essential for the maintenance or stabilization of slopes or drainage, or both, upon adjoining lots.

8.17 None of the lots within said property shall be divided by subdivision map or parcel map, or otherwise, without the prior approval of the Board of Directors.

✓ 8.18 Garages and carports shall only be used for the purpose of parking motorized vehicles (including motorcycles) and boats and trailers, and, in addition, in the case of garages, for storage purposes. Except that such storage shall not impair or interfere with the use of such garage or carport in the parking therein of at least two automobiles. Each garage and carport shall be kept clean and neat by the owner of the lot on which the same may be located. There shall be no use made of any such garage which creates an unsightly appearance or which may cause damage to any structure. Doors to garages shall be kept closed at all times except for normal exit and entrance and except for cleaning and maintenance of such garage.

8.19 No vehicles or any obstruction shall be permitted to remain upon or parked at any time on any portion of the streets or rights of way as shown on the recorded map of the property except in the parking areas expressly provided therefor.

ARTICLE IX

DESIGN AND CONSTRUCTION OF
BUILDINGS AND IMPROVEMENTS

9.1 No structure may be erected or maintained on any lot except one single family dwelling house designed for occupancy by not more than one family, and such other structures as may b

appropriate to the improvement and landscaping of said lot for the purpose of its occupation as a residence by a single family. Each structure shall conform in appearance with said dwelling house, and no outbuilding or other structure may be erected without the prior approval as hereinafter provided of the Architectural Committee.

9.2 No structure shall be erected, placed, moved onto, or permitted to remain upon any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, unless complete plans therefor, including the exterior color scheme and a plot plan of the location thereof with reference to said lot and with reference to said lot and with reference to structures upon adjoining lots, and a grading plan for such lot, shall have been submitted to and approved in writing by the Architectural Committee. Approval of said plans and specifications may be withheld because of failure to comply with any of these provisions, or because said plans fail to include such information as may be reasonably requested by the Architectural Committee, or because of reasonable objection to the design and appearance of the proposed structure, or its failure to conform with existing structures upon other lots, or because the lot, grading plan, color scheme, finish, design, proportions, style of architecture, height or appropriateness of the proposed structure is disapproved, or because of any other matter which, in the judgment of the Architectural Committee, would render the proposed structure inharmonious with the general plan of improve-

ment of said property or with other structures located on lots in the vicinity of the lot on which said building or structure is proposed to be placed or maintained. Upon approval by the Architectural Committee of plans for construction or alteration of any structure, a copy of such plans so approved shall be deposited for permanent record with the Architectural Committee and a copy of such plan bearing the written approval of the Architectural Committee shall, upon request, be returned to the owner of the lot upon which such structure is or will be placed.

9.3 Failure by any owner to keep and maintain his lot, including the structures and landscaping thereof, at his sole cost and expense, in full compliance with all requirements of this Declaration and in full compliance with all requirements of any rules promulgated by the Architectural Committee from time to time pursuant to paragraph 9.4 next, shall entitle Declarant and the Architectural Committee, and their respective agent, to enter such lot without being guilty of trespass to cause such maintenance and other things to be done thereon so as to bring said lot in full compliance therewith and to sue such owner for the full cost thereof, together with costs and reasonable fees of counsel incurred; and, in this regard, any individual member of the Architectural Committee shall have the right in his own name to sue such owner for and on behalf of the Architectural Committee.

9.4 The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for its

approval and governing the standards of required maintenance of lots, including the structures and landscaping thereof. Further, the Architectural Committee may issue statements of its policy with respect to the foregoing or with respect to other matters with which it may be concerned. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the Architectural Committee as to its actions, including approval or disapproval of any feature or matter with which it may be concerned, or to waive the exercise of the Architectural Committee, or to waive the exercise of the Architectural Committee's discretion as to any such matter. Approval for use on any lot of any plan or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for approval for use on any other lot or lots.

9.5 No building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, or other similar improvement or structure of any kind including the original structure, building or residence erected on any lot shall be commenced, erected, painted, maintained, altered, remodeled, or repainted so as to affect the exterior or portions visible to the public view thereof be made until the same has been approved in writing by the Architectural Committee. Plans

and specifications or a detailed description thereof setting forth the nature of the materials or color scheme to be used shall be submitted to the Architectural Committee for approval as to quality of workmanship and design and harmony of external design with existing structures shall be submitted to the Architectural Committee as set forth herein. No permission or approval shall be required to repaint in accordance with Declarant's original color scheme or to rebuild in accordance with Declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Architectural Committee or to rebuild in accordance with plans and specifications previously approved by the Architectural Committee.

9.6 No landscaping or patios or yards visible from the street or from the common area not involving the use of natural plants, grass, trees, or shrubs, and which does involve the use of synthetic materials, or of concrete, rock or similar materials, shall be undertaken by any owner until plans and specifications showing the nature, kind, shape and location of the materials shall have been submitted to and approved in writing by the Architectural Committee.

9.7 If any structure, improvement, exterior coating, or any alteration of any kind, affecting the exterior appearance of any lot, including, but not limited to, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, or landscaping shall be erected, altered, placed or

maintained upon any lot otherwise than in accordance with this Article, such alteration, erection, and maintenance shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Any approved work of construction or alteration shall be diligently and continuously without interruption to completion in accordance with the plans so approved and completed within a reasonable time taking into account the nature of the work involved and, in no event, regardless of the nature of such work, within twelve (12) months after the date of such approval. Failure to so complete such work shall cause such approval to be automatically withdrawn, unless the Architectural Committee extends such approval for a period of not to exceed six (6) additional months. After such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three (3) months; provided, however, that any prevention, delay or stoppage in the alteration, erection or maintenance undertaken pursuant to this article, due to acts of God, war, inability to obtain labor or materials or reasonable substitutes therefor, or governmental regulations or controls shall extend the provisions of this section 9.7 with respect to time for a period equal to any such delay, prevention or stoppage, not to exceed a period of twelve (12) months.

9.8 Upon completion of the construction or alteration of any structure in accordance with plans approved by the Architectural Committee, it shall, upon written request of the owner there-

of, issue a certificate of compliance signed by two of the members of the Architectural Committee identifying such structure, alteration, etc., and the lot on which such structure, alteration, etc., is placed and stating that the plans and locations of such structure, alteration, etc., have been approved and that such structure, alteration, etc., complies with this Declaration. Delivery of such certificate to such owner shall be at the expense of such owner. When a certificate of compliance is issued and delivered in accordance with the provisions of this section 9.8, any person who may have an interest in said real property or any lot therein shall be precluded from raising any question or asserting any irregularity of whatsoever kind or nature, as to the Architectural Committee, any purchaser or encumbrancer in good faith and for value, or any title insurer, concerning the compliance of any structure on the lot therein described with all of the requirements of this Article and all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers, or concerning the right of the persons purporting to sign such certificate and deliver the same on behalf of the Architectural Committee.

9.9 The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are so submitted. The amount of such fee shall not exceed the cost of making such examination, including the cost of any architect's or engineer's

fees incurred in connection therewith.

9.10 Any agent of Declarant or of the Architectural Committee may, at any reasonable time or times, enter upon and inspect any lot for the purpose of ascertaining whether the maintenance of such lot, the maintenance, construction, or alteration of structures thereon, and any other matters referred to in this Declaration, are in compliance with the provisions hereof, and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or inspection.

ARTICLE X

ARCHITECTURAL COMMITTEE

10.1 The Architectural Committee shall consist of not less than three (3) nor more than five (5) members. The Declarant may appoint all of the original members of the Committee and all replacements until the first anniversary of the issuance of a public report for the project. The Declarant reserves to itself the power to appoint a majority of the members to the Committee until ninety percent (90%) of all of the lots in the project have been sold or until the fifth anniversary of the issuance of the final public report for the project, whichever occurs first. After one (1) year from the date of the sale of the first lot, the Board of Directors of the Association shall have the power to appoint one (1) member to the Architectural Committee until ninety percent (90%) of all the lots in the project have been sold or

until the first anniversary date of the issuance of the final public report for the first phase of the project, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the Architectural Committee. Members appointed to the Architectural Committee by the Board shall be from the membership of the Association. Members appointed to the Architectural Committee by the Declarant need not be members of the Association. A majority of the Architectural Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the successor shall be appointed by the person, entity or group which appointed such member until Declarant no longer has the right to appoint any members to the Committee, and thereafter the remaining members of the Committee shall have full authority to designate such a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. At any time after the Declarant's right to appoint a majority of the members of the Committee is terminated, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to change any of its powers or duties.

10.2 In the event the Committee fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it, approval will not be required

and the related covenants shall be deemed to have been fully complied with.

10.3 No member of the Architectural Committee shall be liable for any action taken by reason of or resulting from any mistake in judgment, negligence or non-feasance.

ARTICLE XI

DECLARANT'S RIGHTS

11.1 Any provisions of this Declaration to the contrary notwithstanding, nothing herein shall be construed as preventing Declarant, its agents, representatives, designees, contractors or subcontractors from engaging in any of the following:

(a) The erection, construction and maintenance of structures, landscaping, planting and other improvements upon lots.

(b) All forms of activities relating to construction and installation upon lots of structures, landscaping, planting and other improvements, including but not limited to, use of temporary construction trailers, privies, and buildings.

(c) All forms of advertising activities, and all forms of sales, marketing and rental activities relating to sales and rentals of lots and improvements thereon, including, but not limited to, use of signs, flags, poles, posters, sales offices and model homes.

11.2 To the extent any provisions of this Article XI conflict with any other provisions of this Declaration, the con-

flicting provisions of this Article XI shall in all instances prevail and control.

ARTICLE XII

VIOLATION OF RESTRICTIONS AND ENFORCEMENT

12.1 Upon any violation or breach of any of these restrictions, the Association, its agents, or any designated member or representative of the Board may enter any lot upon or as to which such violation or breach exists, and may summarily cure, improve, rectify, abate and remove, at the expense of the owner of such lot, together with costs and reasonable fees of counsel, any thing or condition that may be or exists thereon contrary to the provisions hereof, and any person so entering upon a lot shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry, curing, improving, rectification, abatement or removal.

12.2 Violation of any of these restrictions may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of these restrictions may be brought at any time that such violation appears reasonably likely to occur in the future. In the event proceedings are brought by any party or parties to enforce or restrain violation of any of these restrictions, or to determine the rights or duties of any person hereunder, the prevailing party in such proceeding may recover all costs and a reasonable attorney's fee to be fixed by the court, in addition

to court costs and any other relief awarded by the court.

12.3 The covenants, conditions, and restrictions contained in this Declaration shall bind and inure to the benefit of and shall be enforceable by Declarant and the owner or owners of any lot or parcel of said property and the respective heirs, personal representatives, successors and assigns of each. The failure by Declarant, its agents, any member of the Board, any lot owner or any other person entitled to enforce any of these restrictions, to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce these restrictions to enforce the same thereafter.

12.4 Waiver or attempted waiver of any of these restrictions with respect to any lot shall not be deemed a waiver thereof as to any other lot, nor shall the violation of any of these restrictions in respect to any lot or lots affect the applicability or enforceability of these restrictions in respect to any other lot.

12.5 The City of Glendora is hereby given supervisory jurisdiction over the enforcement of this Declaration. It is intended that the City of Glendora shall be deemed an interest holder under this declaration and hereby act as the Association or an owner with respect to these restrictions. In the event of breach of any duty or interference with any of the rights or benefits herein established, the City of Glendora may give written notice of such breach or interference to the Association, together with a demand upon the Association to remedy the breach or interference by enforcing the Declaration. If the Association refuses to do so, or fails to take appropriate action

within thirty (30) days after the receipt of such notice, upon a resolution of the City Council of said City, the City shall have full power to enforce the Declaration, including without limitation, the power to assess, to lien and to foreclose, in respect to the matters set forth in the notice. Any funds collected by the City shall be applied, after deducting expenses of enforcement, to correct the breach or interference and any excess funds shall be paid to or applied for the benefit of the Association and its members.

12.6 The various rights, powers and remedies granted herein and enforceable by Declarant and the owner or owners of any lot or parcel of said real property and their respective heirs, representatives, successors and assigns, shall be construed as cumulative, and no one of them as exclusive of any of the others or of any right or priority allowed by law.

ARTICLE XIII

GENERAL PROVISIONS

13.1 The Declarant's rights hereunder, together with any other rights or powers of Declarant with respect to said property arising out of or in connection with this Declaration, may be assigned by Declarant to any other person.

13.2 Any rights exercisable by the several owners of the lots to enforce these restrictions shall pass to the subsequent owners thereof, along with the conveyance of such lots.

13.3 Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

13.4 No violation of any of the provisions of this Declaration shall defeat or invalidate the lien of any mortgage or deed of trust made in good faith or for value upon any portion of said property; provided, however, that any purchaser at any trustee's, mortgagee's, or foreclosure sale or any person acquiring title as a result of a deed in lieu of foreclosure, shall be bound by and subject to all provisions hereof as fully as any other owner of any portion of said property.

13.5 Each grantee accepting a deed to a lot within said real property, each purchaser under a contract of sale, each renter of any lot, covenants for himself, his heirs, personal representatives, successors and assigns, to observe, perform, and be bound by all provisions of this Declaration.

13.6 The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years, unless an instrument in

writing signed by a majority of the then owners of the lots has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

13.7 At any time after the date hereof and prior to the expiration of fifty (50) years from the date this Declaration is recorded, this Declaration may be amended in any particular (but not terminated) by the recording in the office of the County Recorder of Los Angeles County of an agreement of amendment executed by the then record owners (not including encumbrances) of at least seventy-five percent (75%) of the lots subject thereto, and as so amended this Declaration shall continue in force as above provided. No amendment or modification of this Declaration or any part hereof may be made without the express written consent of the City of Glendora, which consent must be recorded in the official records of Los Angeles County.

13.8 In the event of damage to or destruction of any dwelling or any portion thereof, on any lot, the owner shall reconstruct the same as soon as reasonably practicable, and substantially in accord with the original plans and specifications therefor. ..

13.9 The Association shall obtain, and continue in effect, a master policy of insurance covering real property and improvements and personal property owned by the Association, including fire, extended coverage, vandalism and malicious mischief, and public liability insurance, a fidelity bond covering officers and employees, if economically available, glass coverage, and, if necessary, Worker's Compensation Coverage in form and amounts

satisfactory to the Board, but without prejudice to the right of the owner of a lot to obtain individual insurance.

13.10 All property and liability insurance carried by the Association or the owner shall contain a cross-liability endorsement and waiver of subrogation as to the Association, officers and directors, and any members, their guests, agents and employees.

13.11 In the event Declarant shall convey all of its right, title and interest in and to the property to any person, Declarant shall not be relieved of the performance of any duty or obligation hereunder whether or not such person shall be obligated to perform such duties and obligations of the declarant.

13.12 Each owner, tenant or occupant of a lot shall comply with the provisions of this Declaration and to the extent they are not in conflict with the Declaration, the Articles, the By-Laws, decisions and resolutions of the Association or its duly authorized representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established by this Declaration or in the Articles or the By-Laws, shall be deemed to be binding on all owners, tenants or occupants, their successors and assigns.

13.13 Any notice permitted or required by the Declaration

Articles or By-Laws may be delivered either personally or by mail. Except as otherwise provided herein, if delivery is to be by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each person at the current address given by such person to the secretary of the Board or addressed to the lot of such person if no address has been given to the secretary.

13.14 DELETED

13.15 If any discrepancy, conflict, or ambiguity is found to exist concerning the provisions of this Declaration, the Articles or By-Laws of the Association, such ambiguity, conflict, or discrepancy shall be resolved and determined by the Board in its sole discretion. Such determination shall be made for the purpose of security the uniform and harmonious appearance of the property.

13.16 In construing this Declaration, the Articles or By-Laws, or any part thereof, stipulations which are or may be necessary to make this Declaration, the Articles or By-Laws reasonable in any respect are to be implied.

13.17 Damages shall not be deemed adequate compensation for any breach or violation of any provisions hereof. Declarant and such persons as from time to time may be the owners of the

lots, contemplate the specific enforcement of the provisions hereof as part of a general plan for the improvement and use of said property, and do not contemplate recovery of damages alone in lieu of such enforcement for any breach or violation of any of these provisions.

13.18 The headings of this Declaration are for convenience only and shall not affect the meaning or interpretation of the contents hereof.

13.19 No owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing or mortgaging or occupancy of his lot to any person of a specified race, color, religion, ancestry, or national origin.

13.20 In the event of an award for the taking of any lot in the project by eminent domain, the Owner of such lot shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the project if such owner shall vacate his lot as a result of such taking. In the event that any such taking is limited to or includes a portion of any common area owned by the Association, the Association shall be entitled to receive the award for such taking. In the event of the taking of any portion of the common area, the Board shall decide whether to rebuild, repair or take other action in the bests interest of the owners. In making such decision, the Board shall be governed by the necessity to take such steps to place the remaining portion of the

common areas owned by the Association, not taken by eminent domain, in such condition as existed prior to such taking. The award for such taking shall be used for such rebuilding or repairing of the common areas to that end. In the event that such taking includes any recreational improvements located on the common area, owned by the Association, the award for such taking, to the extent that the same is reasonably feasible, shall be used for the purpose of replacing reasonably similar improvements. In the event that such improvements cannot be rebuilt or replaced, the Board may use such award as may be determined by majority vote of the owners then remaining in the project, subject to the Articles and By-Laws of the Association. Institutional lenders shall be given timely written notice of such eminent domain.

13.21 Insurance premiums for the master policy, bonds, and compensation referred to in paragraph 13.9 hereof shall be a common expense to be included in the monthly assessments levied by the Association, and the portion of such payments necessary for the insurance premiums shall be held in a separate account of the Association and shall be used solely for the payment of the premiums as such premiums become due.

13.22 If any of the project improvements owned by the Association are damaged by fire or other casualty, insurance proceeds payable to the Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor. Any excess insurance proceeds shall

be deposited to the general funds of the Association. In the event the proceeds of the Association's insurance policy are insufficient to rebuild or repair said improvements, then the Association may use funds from its account or, if necessary, from levying a special assessment on all owners (or on those responsible as provided in Article VI, paragraph 6.1(a)) to restore or rebuild said improvements.

13.23 The project having been approved by the City of Glendora by the granting of a special development permit, Declarant agrees that any major or substantial change, modification, restoration, or reconstruction different from original construction shall require advance approval of the City of Glendora.

13.24 In the event the property owned by the Association is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property and insurance proceeds shall be as provided by the Board subject to the same provisions and limitations as are contained in paragraph 13.20 hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the day and year written above.

THE WALTON ASSOCIATED COMPANIES

By *M. Raymond*
Its President

By *J. A. Wall*
Its Secretary



