

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Homex Development LLC
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Irvine, California 92614

DRAFT

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF
EASEMENTS FOR MAINTENANCE AND ACCESS

FOR

MESA DRIVE MAINTENANCE ASSOCIATION**

(Residential Planned Development — Four Units)

THIS DOCUMENT INCLUDES A WAIVER OF THE RIGHT TO TRIAL BY JURY AND
THE USE OF A PROGRAM OF ALTERNATIVE DISPUTE RESOLUTION WITH REGARD
TO CERTAIN DISPUTES (INCLUDING CONSTRUCTION DEFECT DISPUTES) AMONG
THE ASSOCIATION AND/OR THE OWNERS, AND THE DECLARANT AND/OR
OTHERS.

Tentative Parcel Map No. 2026-129

APNs: 439-213-24 and 439-213-25

215 & 223 Mesa Drive, Costa Mesa, California 92627

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR MAINTENANCE AND ACCESS**

FOR

MESA DRIVE MAINTENANCE ASSOCIATION

This Declaration is made this ____ day of _____, 202__, by Homex Development LLC, a California limited liability company (“Declarant”).

RECITALS

Declarant is the owner of that certain real property (“Property”) located in the City of Costa Mesa, County of Orange, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

Declarant has developed the Property into a residential project (“Project”) consisting of four (4) dwellings. The Property is subject to a Planned Development under the ordinances of the City of Costa Mesa providing for the creation of individually owned Lots in accordance with Tentative Parcel Map No. 2026-129.

The Project consists of four (4) individually owned residential Lots (Lots 1 through 4) together with Association-owned and maintained common maintenance Lots identified as Lot A (Private Driveway), Lot B (Landscape), and Lot C (Landscape) on Tentative Parcel Map No. 2026-129. The Association shall own and maintain Lots A, B, and C upon creation and conveyance of such Lots, for the benefit of all Owners, and shall have the power to enforce obligations of Owners with respect to the Common Access Area by means of an assessment in accordance with Section 5650 et seq. of the Civil Code.

The Project is governed by the Mesa Drive Maintenance Association, a California nonprofit mutual benefit corporation. This Declaration incorporates and adopts applicable provisions of the

California Common Interest Development Act (Civil Code Section 4000 et seq.) pertaining to the operation of homeowners associations to the extent applicable to this Project's structure.

Declarant desires to impose a general plan for the development, maintenance, improvement, use, occupancy and enjoyment of the Project, and to establish, adopt and impose covenants, conditions, restrictions, easements, equitable servitudes and charges upon the Property for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Property.

This Declaration, and all Governing Documents for this Property, shall be deemed in full force and effect upon recordation of the first Grant Deed conveying fee title of a Lot to an Owner in the Property.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute equitable servitudes in accordance with California Civil Code Section 5975 and shall be binding upon Declarant and its successors and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property.

ARTICLE I DEFINITIONS

Section 1. "Articles"

means the Articles of Incorporation of the Mesa Drive Maintenance Association, as such Articles may be amended from time to time.

Section 2. "Assessment"

means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner.

Section 3. "Association"

means the Mesa Drive Maintenance Association, a Nonprofit Mutual Benefit Corporation organized under the Nonprofit Mutual Benefit Corporation Law, its successors and assigns, including its agents, the Board, or any committee as applicable.

Section 4. "Board of Directors" or "Board"

means the Board of Directors of the Association.

Section 5. "Bylaws"

means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 6. "Code Section"

means a section of the Codes of the State of California (e.g., Civil Code, Vehicle Code). Reference to any specific Code Section includes any future successor Code Sections.

Section 7. "Common Access Area"

means the areas designated on the Tentative Parcel Map as Lot A (Private Driveway), Lot B (Landscape), and Lot C (Landscape), which are to be owned and maintained by the Association as described in Article II, Section 2.

Section 8. "Construction Defect"

means any claim for defects in the design or construction of the Project or any improvements located within the Project, regardless of whether such claim is based on common law or statutory law, including, without limitation, California Civil Code sections 895, et seq.

Section 9. "Declarant"

means Homex Development LLC, a California limited liability company, and any successor or assign that expressly assumes the rights and duties of the Declarant hereunder, in a recorded written document.

Section 10. "Declaration"

means this instrument, as it may be amended from time to time.

Section 11. "Dwelling"

means a two-story single-family residential structure constructed on a Lot in accordance with the approved plans for the Project on file with the City of Costa Mesa, together with its attached garage and related Improvements, for use and occupancy as a single-family Dwelling.

Section 12. "Eligible First Mortgage"

means any First Mortgage the holder of which has requested notice of certain matters from the Association in accordance with this Declaration.

Section 13. "Eligible First Mortgagees"

means holders of First Mortgages who have requested the Association to notify them of specified proposals and changes to the Governing Documents and other Association matters.

Section 14. "First Close of Escrow"

means the date on which the first Deed is recorded conveying fee title to a Lot to the first Owner.

Section 15. "First Mortgage or First Mortgagee"

means a Mortgage or Mortgagee that has priority over all other Mortgages or Mortgagees encumbering the same Lot or any other portion of the Project. Without limiting the foregoing, a blanket Mortgage recorded prior to the recording of this Declaration is a First Mortgage and the Mortgagee thereof is a First Mortgagee.

Section 16. "Foreclosure"

means the legal process by which the mortgaged property of a borrower in default under a mortgage is sold, and the borrower's interest in that property is sold, pursuant to California Civil Code Section 2924 et seq., or sale by the court pursuant to California Code of Civil Procedure Section 725a et seq., and any other applicable law.

Section 17. "Governing Documents"

is a collective term that means and refers to all documents governing the Property, including this Declaration, the Articles, the Bylaws, and the Association Rules and Regulations.

Section 18. "Improvements"

means any structure or appurtenance thereto of every type and kind, including but not limited to buildings, walkways, sprinkler pipes, garages, room additions, patio covers, fences, screens,

screening walls, walls, decks, landscaping, antennas, hedges, plantings, poles, signs, exterior air conditioning and water softening fixtures or equipment, and the installation, alteration (which shall include change of material, exterior appearance, color or texture), removal or replacement thereof.

Section 19. "Lot"

means any of the four (4) numbered Lots (Lots 1 through 4) in the Property as shown on the Tentative Parcel Map No. 2026-129. The lettered Lots (Lot A, Lot B, and Lot C) are owned and maintained by the Association and are not individually owned residential Lots.

Section 20. "Member"

means any person who is an Owner based upon the provisions of the Governing Documents.

Section 21. "Membership"

means the voting rights and other rights and privileges and duties established in the Governing Documents for Members of this Association.

Section 22. "Mortgage"

means any security device encumbering all or any portion of the Property, including any deed of trust. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense.

Section 23. "Mortgagee"

means the party entitled to performance by a Mortgagor. Reference to Mortgagee includes any beneficiary under a Deed of Trust including a Deed of Trust on any portion of the Property, recorded prior to the recording of this Declaration.

Section 24. "Notice and Hearing"

means a notice of time and an opportunity for a hearing as provided for in the Governing Documents.

Section 25. "Occupant"

means an Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person residing in a Lot.

Section 26. "Owner"

means any person, firm, corporation or other entity which owns a fee simple interest in any of Lots 1 through 4. The term "Owner" shall include the Declarant for so long as the Declarant possesses any Lot within the Property.

Section 27. "Project"

means all the Property and all improvements on the Property, consisting of four (4) two-story single-family residential Dwellings located at 215 and 223 Mesa Drive, Costa Mesa, California 92627, developed pursuant to Tentative Parcel Map No. 2026-129.

Section 28. "Property"

means the real property described in Exhibit A to this Declaration, consisting of APNs 439-213-24 and 439-213-25.

Section 29. "Regular Assessments"

means Assessments levied on Owners to meet the Association's operating expenses and to establish necessary reserves.

Section 30. "Rules and Regulations"

means the rules as established and adopted from time to time by the Board as provided for in this Declaration.

Section 31. "Single-Family Residential Use"

means occupation and use of a Lot for single-family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning (R2-MD) or other applicable laws or governmental regulations. "Single-Family Residential Use" includes occupation of any accessory dwelling unit authorized by law.

Section 32. "Special Assessments"

means Assessments levied on Owners on an as-needed basis to meet expenses of any extraordinary or capital nature.

Section 33. "Special Individual Assessment"

means an Assessment imposed against a particular Owner in order to reimburse the Association for any costs incurred in connection with that Owner's violation of the Governing Documents, or

a monetary penalty imposed by the Association as a disciplinary measure for failure to comply with the Governing Documents.

Section 34. "Total Voting Power"

means one hundred percent (100%) of the votes by Owners which may potentially be cast. Even if any Owner's voting rights have been suspended, the number of votes constituting the Total Voting Power includes any suspended vote or votes.

Section 35. "Tentative Parcel Map" or "Parcel Map"

means Tentative Parcel Map No. 2026-129 approved for the Property in the City of Costa Mesa, County of Orange, State of California, as shown on the map attached hereto as Exhibit "B."

ARTICLE II MAINTENANCE OF PROPERTY

Section 1. Owners' Responsibility for Maintenance and Repair.

Owners must maintain, repair, and replace exterior areas of their Dwelling and all areas within their Lot boundaries, in a neat, clean, sanitary and attractive condition consistent with the quality of the Project. Owners shall maintain all utility lines located within their Dwelling and within their individual Lot.

Section 2. Association Responsibility for Maintenance and Repair.

The Association is solely responsible for, and authorized to, maintain, repair, modify, replace, and alter Improvements within the Common Access Area (Lot A — Private Driveway; Lot B — Landscape Area; Lot C — Landscape Area), including all structures, walkways, landscaping, irrigation systems, sump pumps, planter boxes, Low-Impact Development (LID) stormwater management facilities, property line walls adjacent to the Common Access Area, shared sewer lines within the Common Access Area, utility lines within the Common Access Area, area drains and drain lines within the Common Access Area, and all permeable pavement areas within Lot A.

Section 3. Changing Maintenance Obligations.

The Board may adopt a resolution which reasonably changes the maintenance obligations between the Association and Owners or addresses maintenance responsibilities not addressed in this Declaration.

Section 4. Rights of the City.

The covenants, conditions and restrictions of this Declaration shall run to the City of Costa Mesa insofar as they apply to the maintenance of the Common Access Area. In the event the Association or other legally responsible person(s) fail to maintain the Common Access Area in such manner as to cause same to constitute a public nuisance, the City may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon the Common Access Area, individual units, or the whole thereof as provided by law.

ARTICLE III INSURANCE

The Association shall obtain and maintain a comprehensive general liability insurance policy to cover the Common Access Area (Lots A, B, and C). The premium for such policy shall be allocated equally among the four (4) Owners as part of the Assessment. Each Owner shall maintain their own property insurance with coverage for Improvements on the Owner's Lot and for any Improvements that are within or adjacent to the Common Access Area. The Association shall be named as an additional insured on each Owner's property insurance policy. Where damage occurs to any Improvements within the Common Access Area or to Improvements for which the Association has a maintenance obligation under Article II, the Owner shall provide written notice to, and coordinate with, the Association prior to filing a claim with the Owner's property insurance company and shall remit any applicable insurance proceeds to the Association, so the Association can repair or replace such Improvements. No Owner shall do or permit to be done anything which will invalidate or increase the cost of the insurance purchased in accordance with this Article. Any Owner responsible for such increase shall be liable for any resulting increase in premiums.

ARTICLE IV OWNERS' GENERAL USE RESTRICTIONS

Section 1. In General.

In addition to the restrictions established by law or Association Rules promulgated by the Board of Directors (consistent with this Declaration), the following restrictions are hereby imposed upon the use of Lots and the Common Access Area.

Section 2. Single-Family Residential Use.

The use of each Lot is hereby restricted to Single-Family Residential Use, as defined in Article I, Section 31 hereof. Any Owner may delegate the Owner's rights with respect to the Common Access Area for ingress and egress to the Owner's tenants, lessees, invitees, and guests.

Section 3. Exterior Modifications.

(a) No Owner shall make any exterior alteration or change (including color change) to an Improvement on a Lot, including any installation of any equipment on the exterior of any Improvement, without the prior written consent of the Association.

(b) No Owner shall undertake any activity or work with respect to the Owner's Lot that will impair the structural soundness or integrity of another Lot or impair any easement or hereditament created by this Declaration.

(c) No person other than the Association or its duly authorized agents shall: (1) remove or plant any tree, shrub or other vegetation within the Common Access Area; (2) construct, reconstruct, refinish, alter or maintain any structure within the Common Access Area, other than their Dwelling, and then only with the approval of the Association; or (3) create any excavation or fill or change the natural or existing drainage on the Property.

Section 4. Nuisances.

(a) Illegal, offensive, obnoxious actions, or noxious odors that interfere with any Occupant's quiet enjoyment are not permitted anywhere on the Property. Without limiting the foregoing, no Owner shall permit noise, including but not limited to barking dogs, the operating of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Lot, which would unreasonably disturb any other Owner or tenant's enjoyment of their Lot.

(b) The Board shall have the right to determine if any action, odor, noise or other conduct constitutes a nuisance, and to appropriately deal with the situation.

(c) Owners shall be accountable to the Association and other Owners for the conduct and behavior of family members or persons residing in or visiting the Owner's Lot.

Section 5. Debris, Trash, Refuse, and Hazardous Materials.

- (a) Rubbish, debris, objects or materials of any kind that are unsanitary, unsightly, or offensive may not be placed or permitted to accumulate in any Lot or Common Access Area, except when temporarily stored entirely within appropriate covered disposal containers, pending regular pick-up. Rubbish containers may be placed temporarily for pick-up (not to exceed twenty-four (24) hours before and after scheduled trash collection hours, except with Board approval).
- (b) Any accumulation of rubbish, trash, garbage or debris shall be removed from the Property to a public dump or trash collection area by the Owner or tenant at his or her expense.
- (c) No person shall discharge into the Project's sewer system or storm drain any toxic or noxious liquids or materials in such concentrations as to be detrimental to or endanger the public health, safety, or welfare, or violate any applicable law.

Section 6. Parking Regulations.

- (a) Parking within the Common Access Area (Lot A) is limited to the open guest parking spaces designated on the Parcel Map. Vehicles shall be parked only in approved and developed parking spaces. Each Lot is provided with one (1) two-car garage and two (2) open parking spaces as shown on the Parcel Map.
- (b) Authorized vehicles within the Project include motorized land vehicles designed and used primarily for noncommercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less.
- (c) The following vehicles are prohibited: recreational vehicles (motorhomes, travel trailers, camper vans, boats, etc.), commercial-type vehicles, 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, and similar vehicles deemed a nuisance by the Association. Prohibited Vehicles shall not be parked, stored or kept on the Property except for brief periods for loading, unloading, making deliveries, or emergency repairs.
- (d) 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 (or any successor statute).

(e) Garages shall be kept available for resident parking and shall not be used in a manner that would preclude parking two vehicles. Garage doors may not be left open, except as temporarily necessary while entering or exiting.

Section 7. Clotheslines.

No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes in a manner visible from any Lot or from the Common Access Area.

Section 8. Signs.

(a) Subject to Civil Code Sections 712 and 713, and any local ordinance, an Owner may advertise a Lot for sale or lease with signs.

(b) No other sign, poster, display, or advertising device may be displayed anywhere on the Project visible from another Lot without the prior written consent of the Association.

(c) For as long as Declarant owns a Lot, Declarant may erect and maintain any signs, advertising devices or structures to conduct development, improvement, subdivision, sale or leasing operations in the Project.

Section 9. Business Activities.

Occupations and businesses that do not interfere with the residential nature or character of the Project or quiet enjoyment by other Owners may be carried on within a Lot, provided that all applicable laws, ordinances, zoning regulations (R2-MD) 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 Lot affecting other residents.

Section 10. Pet Regulations.

(a) Customary household pets may be kept on a Lot, provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times. The Board may establish rules and regulations governing size, weight and number restrictions of animals that may be allowed in the Project.

(b) No pets shall be permitted to become a nuisance or create any unreasonable disturbance. If a pet is determined to constitute a nuisance, the Board may carry out enforcement measures, including fines and permanent removal of the animal from the Project.

(c) A pet may only enter the Common Access Area while on a leash by a person capable of controlling it. No pet may be tied or left unattended in the Common Access Area.

(d) Owners and Occupants must prevent their pets from soiling the Property and shall promptly clean up any waste left by their pets.

(e) The Owner of the Lot where the pet is kept shall be responsible for any damage to the Property caused by the pet and shall defend, indemnify and hold harmless all other Owners, Declarant, 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.

Section 11. Antennas, Satellite Dishes, and Other Transmission Devices.

No television, radio, data transmission poles, antennas, satellite dishes, and like devices, other than those originally installed by the Declarant, shall be constructed, erected or maintained on or within the Project, unless authorized by the Board. Notwithstanding the foregoing, all restrictions on such devices shall be subject to all applicable federal, state and local laws, including, but not limited to, the Federal Telecommunications Act of 1996 and California Civil Code Section 4725.

Section 12. Window Covers.

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

Section 13. Air Conditioners and Other Equipment.

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 Lots and the Common Access Area. All such equipment must be installed and operated in accordance with all applicable provisions of the local Codes and any other applicable requirements. Sound attenuation design for HVAC units shall comply with the approved deferred submittal plans for the Project.

Section 14. Indemnity of the Association by Owner.

Owners shall defend, 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, lessees, guests or invitees) for damages sustained on the Common Access Area, including any costs incurred.

Section 15. Declarant's Exemption from Use Restrictions.

(a) 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: (1) prevent Declarant, its contractor or subcontractors, from doing work on the Project; (2) prevent Declarant, or its representatives from erecting, constructing and maintaining on any part of a Lot, 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; (3) prevent Declarant from maintaining or displaying such signs, pennants and flags on the Project as may be necessary for the sale, lease or disposition thereof; (4) prevent Declarant and its representatives from using any Lot owned by it and using the Common Access Area for sales and marketing purposes; or (5) subject Declarant to the architectural control provisions of Article VIII for construction of any Lot or other Improvements on the Project.

The foregoing rights of Declarant set forth in this Section shall terminate upon sale of Declarant's entire interest in the Project.

ARTICLE V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Establishment.

The Association shall be established prior to the sale of any Lots as a California nonprofit mutual benefit corporation charged with the duties and vested with the powers prescribed by law and set forth in this Declaration.

Section 2. Membership.

Every Owner is automatically an Association member. Each Member shall be obligated promptly, fully and faithfully to comply with the provisions of the Governing Documents.

Section 3. Membership Classes.

The Association has two (2) classes of voting membership:

(a) Class A Members — All Owners other than Declarant, entitled to one (1) vote per Lot; and

(b) Class B Member — Declarant, entitled to three (3) votes for each Lot owned by Declarant.

Class B Membership irreversibly ceases and converts to Class A Membership four (4) years after the date of the First Close of Escrow in the Property.

Section 4. Voting Rights and Requirements.

(a) Co-Owners shall have the following voting rights: (1) each Co-Owner has an indivisible interest in a single Membership; (2) each Lot's vote is cast as a single Lot, without fraction; and (3) if a Co-Owner casts a vote representing a certain Lot, it will be presumed for all purposes to be a vote with the authority and consent of all other Co-Owners of the Lot.

(b) After Notice and Hearing, the Board has the right to suspend the voting rights of any Owner delinquent more than forty-five (45) days in the payment of Assessments.

(c) Unless otherwise specifically required, Membership approval requires the affirmative vote of a majority of each class of Membership (and after conversion, approval of Class A only).

ARTICLE VI DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Association Duties and Powers.

The duties and powers of the Association are those set forth in the Governing Documents, together with its general and implied powers as a nonprofit mutual benefit corporation, generally to do all things which are necessary or proper for the peace, health, comfort, safety and general welfare of its Members, including the following:

(a) Enforce the applicable provisions of the Governing Documents and other instruments for the ownership, management, and control of the Project.

(b) Contract for goods and/or services necessary to carry out its obligations under this Declaration, subject to the limitations set forth below.

(c) Exercise any powers normally exercised by residential homeowners' associations under the laws of the State of California.

(d) Own, operate, and maintain the Common Access Area (Lots A, B, and C) for the benefit of all Owners, including the private driveway, landscape areas, irrigation systems, Low-Impact Development (LID) stormwater facilities, and all associated infrastructure.

Section 2. Right of Entry.

(a) Where there is a risk to health and safety or imminent damage to the Common Access Area, the Association has the right to enter any Lot to determine compliance with the Governing Documents and to perform its duties.

(b) In case of emergency, or by Court order, a Lot may be entered immediately.

(c) Absent an emergency or Court order, a Lot may only be entered at reasonable hours after the Owner has received three (3) days' written notice. The written notice of entry must state explicitly the Association's reason(s) for the necessity to enter any Lot.

(d) Entry must be made with as little inconvenience as possible to the Owner/Occupant and without a breach of the peace.

ARTICLE VII ASSESSMENTS

Section 1. Assessments.

(a) Assessments shall be levied by the Association for improvement and maintenance of the Property, administration of the Project, and to promote the recreation, safety, and welfare for the common good of all the Owners.

(b) Pursuant to Civil Code Section 5600(b), the Association may not collect an assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.

(c) Assessments shall be due and payable in any reasonable manner established by the Board. Regular Assessments commence on the first of the month following the conveyance of the first Lot in this Project to a purchaser.

Section 2. Assessment Rate.

Unless changed in the future upon approval of a majority of the Owners, Assessments shall be levied against the four (4) Lots in equal shares (i.e., twenty-five percent (25%) per Lot).

Section 3. Assessment Duties of the Board of Directors.

- (a) The Board must levy Regular and Special Assessments in compliance with Civil Code Section 5600.
- (b) The Board must levy a Special Individual Assessment against an Owner who is in violation of the Governing Documents.
- (c) The Board may, but is not required to, establish separate bank accounts for operating monies and reserve monies.

Section 4. Effect of Nonpayment of Assessments: Delinquency and Remedies of the Association.

- (a) An Assessment is delinquent if not paid within fifteen (15) days after the due date. A Delinquent Assessment includes: (1) a late charge imposed by the Board to the maximum amount in accordance with California Civil Code Section 5650(b); (2) reasonable collection costs and attorneys' fees; and (3) interest on all costs and charges at the maximum permissible rate, commencing thirty (30) days after the Assessment is due.
- (b) The Association shall not be empowered to record a pre-judgment lien for unpaid Assessments.
- (c) The Association may take legal action against an Owner who is personally obligated to pay the Assessment and charges.

ARTICLE VIII ARCHITECTURAL REVIEW

Section 1. Approval by the Board.

- (a) No alteration or change that will be visible from another Lot or the Common Access Area shall be made to the exterior of a Dwelling, including changing the color or finish of the exterior, unless the proposed alteration or change is first submitted to and approved in writing by the Board. Such approval will not be unreasonably withheld.
- (b) If reasonable, the Board may require submittal of appropriate complete plans and specifications showing plot layout, materials, sizes, color, design and landscaping.

Section 2. Review Standards.

(a) The Board must approve or reject plans and specifications submitted for proposed construction or alteration based on: (1) aesthetic aspects of design, placement, color, finish, materials, and harmony with existing structures; and (2) overall benefit or detriment to the Project and the area immediately surrounding the Dwelling involved.

(b) The Board is not responsible for approval of plans from the standpoint of structural safety or conformance with building codes.

Section 3. Declarant Exemption from Architectural Review.

All Improvements installed or to be installed by the Declarant are exempt from architectural review provisions.

Section 4. Rules and Regulations.

The Board may adopt, amend and repeal reasonable Rules and Regulations to implement the provisions hereof.

Section 5. No Waiver.

Board approval of a proposal does not limit the Board's right to withhold approval for similar proposals.

Section 6. No Liability.

The Association and Board (including officers, Directors, employees, agents and Members) are not liable in any way for loss, damage or injury connected with the Board's duties, unless there is evidence of willful misconduct or bad faith.

ARTICLE IX MORTGAGEE PROTECTION

Section 1. Subordination of Lien and Foreclosure.

(a) Any lien for Regular or Special Assessments obtained by any court order or judgment: (1) is subject and subordinate to the rights of any First Mortgage that encumbers any part of the Property made for value in good faith; and (2) may not in any way impair or invalidate the obligation or priority of a First Mortgage unless expressly subordinated in writing by the Mortgagee.

(b) No breach of any provision of this Declaration, nor the enforcement of any of its lien provisions, nor the Foreclosure of any lien created by or claimed under this Declaration, shall invalidate, affect or impair the lien of any Mortgage made in good faith and for value.

(c) Upon foreclosure of a First Mortgage, the purchaser: (1) will take the Lot title free of any Assessment lien accrued up to the time of the foreclosure sale, except that in the event the net sale proceeds exceed what is owed on all encumbrances prior to the Assessment lien, the Association shall be entitled to receive payment on any Assessment lien; and (2) is only obligated to pay Assessments or other Association charges accruing after the title to the Lot is acquired.

Section 2. Mortgagees Are Not Required to Cure Certain Breaches.

A First Mortgagee who acquires title by foreclosure or by a deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure an existing breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

Section 3. Effect of Breach of Declaration.

(a) Breach of this Declaration may not: (1) cause any forfeiture or reversion of title; or (2) create any right of reentry.

(b) Breach of this Declaration may be enjoined or abated by court action by the Association, Declarant, or any Owner, and damages may also be awarded.

Section 4. Exemption from Right of First Refusal.

Any right of first refusal or option to purchase a Lot that may be granted to any party may not impair the rights of a First Mortgagee to: (1) foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage; (2) accept a deed in lieu of foreclosure in the event of default; or (3) sell or lease a Lot acquired by the Mortgagee.

Section 5. Restrictions on Certain Changes.

(a) Except as provided by statute in case of condemnation or substantial loss to the Project, at least sixty-seven percent (67%) of Owners and at least fifty-one percent (51%) of the votes of Eligible First Mortgagees must give written approval before the Association may: (1) alter the method of determining Assessments or other charges levied against an Owner; (2) change, waive or abandon any regulations or enforcement pertaining to the architectural design, the exterior appearance or

the maintenance of the Lots or the Common Access Area; or (3) amend the Governing Documents concerning any material provision.

(b) An Eligible First Mortgagee's approval will be considered granted if a negative response is not delivered to the Board within sixty (60) days after the Eligible First Mortgagee receives notice of the proposed action, provided notice was delivered personally or by certified or registered mail, return receipt requested.

Section 6. Inspection of Association Books and Records.

Any First Mortgagee has the right to examine the books and records of the Association during business hours and after notice to the Association. Any First Mortgagee shall be entitled, upon written request, to have a financial statement for the immediately preceding year, free of charge.

Section 7. Condemnation Awards and Insurance Proceeds.

Condemnation awards or insurance proceeds for losses to or taking of Lots shall be distributed to the Owner(s) in proportion to the fair market value of their Lot, provided that if at the time of distribution there is a Mortgage on any individual Lot, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Lot is mortgaged.

Section 8. Loss Payable Endorsement.

Any and all applicable fire, physical loss or extended coverage insurance policies must contain loss payable clauses naming the Mortgagees who encumber the Lots.

Section 9. Mortgagee's Right to Attend Meetings.

Any Mortgagee may appear at Association and Board meetings, but is not eligible to vote except as provided in this Article.

Section 10. Payments by Mortgagees.

(a) First Mortgagees may pay the following jointly or severally: (1) taxes or other charges in default which may be a charge against any part of the Common Access Area; and (2) overdue premiums on any hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy for the Common Access Area.

(b) Upon such payments, the Association owes immediate reimbursement to First Mortgagees making such payments.

Section 11. Notices to Mortgagees.

Each Eligible First Mortgagee is entitled to timely written notice of: (1) any condemnation or casualty loss that affects a material portion of the Project or the Lot securing its Mortgage; (2) any sixty-day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage; (3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees.

Section 12. Loan to Facilitate Resale.

Any First Mortgage given to secure a loan to facilitate the resale of a Lot after acquisition by Foreclosure, or by a deed in lieu of Foreclosure or by an assignment in lieu of Foreclosure, shall be deemed to be a loan made for value in good faith and entitled to all of the rights and protections of First Mortgages under this Declaration.

Section 13. Control if Mortgagee Protections Conflict With Other Provisions.

If there is any conflict between any of the provisions of this Article and any other provisions of this Declaration or the Governing Documents, whether now or as hereafter amended, the provisions of this Article shall control.

ARTICLE X DAMAGE AND DESTRUCTION TO IMPROVEMENTS

Section 1. Restoration of the Project.

In case of casualty damage to Common Access Area Improvements or other Improvements for which the Association has maintenance obligations, the Association will repair and substantially restore the Improvements to the same manner as existed before the damage:

(a) If insurance proceeds cover at least eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners to make up the balance of costs.

(b) If insurance proceeds cover less than eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners, unless at least sixty-seven percent (67%) of the Owners (other than Declarant) determine to rebuild in a less expensive manner.

(c) If the estimated cost of repair does not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall cause the repair to occur without the consent of Members.

Section 2. Notice to Owners and Listed Mortgagees.

Immediately upon learning of any material damage or destruction to any Lot, the Board must notify all Owners, and all listed First Mortgagees who have filed a written request for Board notice.

Section 3. Damage to Dwellings.

(a) If a Lot is damaged by fire or other casualty, the relevant Owner must proceed with due diligence to repair or reconstruct the Improvement in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction or as authorized by the Board.

(b) Repair or reconstruction must commence within one hundred eighty (180) days after damage or destruction, and must be completed within three hundred sixty (360) days after such date, subject to delays beyond the Owner's control.

(c) Notwithstanding the foregoing, the Owner must immediately take reasonable steps as required to secure any hazardous conditions resulting from the damage or destruction.

ARTICLE XI EASEMENTS

Section 1. Easements For Owners, Occupants, Invitees.

Lot A shall serve as the common vehicular and pedestrian access driveway for Lots 1 through 4. Owners, Occupants, and invitees shall have non-exclusive easements appurtenant to each Lot for vehicular and pedestrian ingress and egress over Lot A (Common Access Driveway), as shown on Tentative Parcel Map No. 2026-129. No Owner shall obstruct, encumber, or interfere with the use of Lot A by any other Owner, Occupant, or invitee.

Section 2. Association Easements.

The Association shall have a non-exclusive easement for access to the Common Access Area and other areas of the Property as reasonably required for the purpose of performing its duties under this Declaration.

Section 3. Utility Easements.

Declarant hereby reserves and grants easements in, on, over, across, under and through each Lot for utility services over lines, telecommunication systems, television cable service, sewer lines, water lines, and heating and air conditioning lines for the benefit of the Association and all Owners. Such easements include, without limitation, all utility connections shown on the approved civil improvement plans and preliminary grading plan for the Project.

Section 4. Drainage Easements.

(a) The Association and Owners accept the drainage facilities and pattern for the Lots and Common Access Area established by the final grading of the Property originally undertaken by Declarant, including all Low-Impact Development (LID) stormwater management facilities, permeable pavement areas, stormwater planters, subdrain pipes, and associated improvements shown on the approved preliminary grading plans for the Project.

(b) Declarant hereby reserves and grants to itself and to the Association, for its benefit and the benefit of the Association and Owners, nonexclusive easements on, over, across, through and under all Lots for the construction, installation, inspection, maintenance, repair and replacement of drainage lines and improvements, and subdrain lines, access ports, and the like, wherever same may be located.

(c) Owners covenant and agree that they shall not obstruct or otherwise interfere with said drainage patterns or LID stormwater facilities on their Lot or in the Common Access Area, and that any alteration of drainage patterns must first be approved in writing by the Board.

Section 5. Encroachment Easements.

(a) Easement rights are hereby created, established and granted to Declarant, the Association and Owners of any Lot, originally constructed by Declarant, or as reconstructed, with Improvements encroaching on, over and across any portion of a contiguous Lot or Common Access Area, as

shown in the Parcel Map, resulting from engineering errors, errors or adjustments in original construction, reconstruction, repair, settling, shifting, or any other movement.

(b) The rights and obligations of Owners shall not be altered in any way by said encroachment, settlement, or shifting.

Section 6. Reservation of Easements for Declarant's Construction and Marketing Activities.

(a) For as long as ten (10) years from the date of the First Close of Escrow in the Project (and without unreasonably interfering with other Owners), the Declarant and its representatives reserve easements and rights for the following purposes without the need to seek or obtain Board approval:

(1) easements over the Common Access Area for construction, completion, operation, and maintenance of roads, walkways, and driveways, as long as any Lot remains unsold; (2) easements for construction, display, maintenance, sales, and exhibit purposes over the Common Access Area in connection with the erection and sale or lease of Dwellings within the Project; and (3) easements over the Project for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities.

(b) Any repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement within a reasonable time.

(c) Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Project to utility companies and public agencies, as necessary, for the proper development and sale of the Project. Such right of Declarant shall expire upon the later of: (i) the close of escrow for the sale of all Lots in the Project by Declarant, or (ii) expiration of ten (10) years from the First Close of Escrow.

ARTICLE XII ENFORCEMENT AND DISPUTE RESOLUTION

Section 1. Enforcement of Governing Documents.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of the Governing Documents.

Section 2. Enforcement Between Association and Owner.

(a) Any dispute between the Association and an Owner involving their rights, duties, or liabilities under this title, under the Nonprofit Mutual Benefit Corporation Law, or under the Governing Documents, shall, as may be required, be submitted to the procedures set forth in California Civil Code Sections 5900, et seq., and 5925, et seq.

(b) This Section shall not be applicable to: (1) those Disputes between the Association and Owner relating to the imposition or collection of Assessments; or (2) those subject to the Right to Repair Law, or California Civil Code Section 6000, et seq.

Section 3. Failure Not a Waiver.

The failure of any Owner, the Board, the Association or its officers or agents to enforce any of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter. A waiver of any enforcement right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver.

Section 4. Discipline for Breach.

After Notice and Hearing, the Board may: (a) suspend an Owner's voting rights and/or the right to use the Common Access Area (other than the right of ingress and egress) for the period during which any Assessment remains unpaid and delinquent; (b) impose a monetary penalty on any Owner for failure to comply with the Governing Documents; and (c) seek judicial relief for the failure to comply with the Governing Documents.

Section 5. Notice and Hearing.

Notice and Hearing regarding monetary penalties, suspension of privileges, and any other disciplinary measures shall be accomplished as follows: (1) the Owner being penalized shall be given an opportunity to be heard, either orally or in writing, at an executive session Board meeting; (2) Notice of the hearing shall be given either by personal delivery or first-class mail to the most recent address of the Owner on the Association's records at least ten (10) days prior to the hearing; and (3) within five (5) days of the hearing, the Board shall notify the Owner of its decision and the reasons therefore, either by personal delivery or first-class mail.

Section 6. Remedies Cumulative.

Each remedy provided for by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies shall be cumulative and not exclusive.

Section 7. Joint and Several Liability.

In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

Section 8. Special Provisions Applicable to Resolution of Construction Defect Disputes.

(a) The Project is subject to Title 7 of Part 2 of Division 2 of the California Civil Code (commencing with Section 895) (the Right to Repair Act). The procedures established by the Right to Repair Act impact the Owners' and Association's legal rights.

(b) Declarant has elected to engage in the non-adversarial pre-litigation procedures set forth in Chapter 4 of the Right to Repair Act (California Civil Code §§ 910 through 938, inclusive). If such non-adversarial pre-litigation procedures fail to resolve a Dispute governed by the Right to Repair Act, such Dispute shall be resolved in accordance with the binding arbitration procedures set forth herein.

Section 9. Resolution of Construction Defect Disputes Against Declarant.

(a) Declarant, and its representatives on the Board of the Association, shall have no control over the issue to decide whether to initiate a claim under such statutory provisions.

(b) If a Dispute between the Association and Declarant is not resolved despite the proceedings set forth in Civil Code Section 6000, further litigation shall comply with all of the requirements of Section 6160 of the Civil Code.

(c) Upon resolution of a Dispute subject to Civil Code Section 6000, the Association shall disclose to its Members all of the matters specified in Section 6100 of the Civil Code.

Section 10. Submission of All Disputes Involving Declarant to Binding Arbitration.

(a) Agreement to Arbitrate. Association, Owner and Declarant shall resolve any dispute, including, without limitation, a dispute about design, condition, use, physical or bodily injury, or

a dispute arising out of development or construction defect claims in the design or construction of the Property or Improvements, not resolved through mediation, through binding arbitration in the County of Orange, State of California. This arbitration provision shall be binding on and enforceable by every Owner, the Association, and Declarant.

(b) Federal Arbitration Act. The Federal Arbitration Act (9 U.S.C. §1, et seq.) and the California Arbitration Act shall govern the interpretation and enforcement of this arbitration provision.

(c) JAMS. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If JAMS is not in existence, then the arbitration shall be conducted by ADR Services, Inc. in accordance with its rules.

(d) The arbitrator shall be neutral and impartial and shall be either a retired judge or a member or former member of the California State Bar with at least ten (10) years' experience with substantial experience in the type of matter in dispute and with a strong emphasis on the laws governing real estate matters, especially those dealing with residential real estate development and construction.

(e) Remedies. The arbitrator is authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of the proceeding or hearing, except that the award of punitive damages shall be prohibited.

(f) Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs (including expert witness costs) in the arbitration.

ARTICLE XIII POWER OF ATTORNEY TO DECLARANT

The Owner of a Lot, by accepting a deed to a Lot, shall be deemed to have agreed to constitute and irrevocably appoint Declarant, for so long as Declarant owns all or any portion of the Project, as such Owner's Attorney-in-Fact for purposes of: (a) preparing, executing, acknowledging and recording any map or record of survey affecting the Project required or permitted by the provisions of the California Subdivision Map Act or any other applicable law; (b) preparing, executing, acknowledging and filing for approval any application for zoning or setback changes, lot line adjustments, variance or conditional use permits, or any other permits or reports required or permitted by any law or rules and regulations of any governing authority having jurisdiction over

the Project; and (c) doing any and all things necessary or desirable under the circumstances to effect and accomplish development of the Project including completion of construction of the street, sidewalk, curb, driveway, and all improvements shown on the approved plans for the Project.

This power of attorney is coupled with an interest and, pursuant to Section 2356 of the California Civil Code, may not be terminated by the Owner's revocation, death, or incapacity to contract. The foregoing rights of Declarant set forth in this Article shall terminate upon sale of Declarant's entire interest in the Project.

ARTICLE XIV AMENDMENT

(a) Before the First Close of Escrow, Declarant may unilaterally amend this Declaration (subject to the Article entitled Mortgagee Protection) by recording an instrument of amendment in the County Recorder's Office.

(b) After the First Close of Escrow, this Declaration may only be amended with approval by at least sixty-six percent (66%) of the total voting power and upon the recordation of an instrument signed by two (2) Association officers certifying that the amendment was approved by the required number of Owners.

(c) Any amendment must be properly recorded in the Office of the Orange County Recorder.

(d) No amendments to any provisions in this Declaration which specifically benefit the Declarant as developer shall be made without the written consent of the Declarant.

(e) Notwithstanding any other portion of this Section, for so long as Declarant owns any portion of the Project, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of the Association or any other Owner, provided that such amendment is made in order to: (1) conform this Declaration to the requirements of the Veterans Affairs, Federal Housing Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corp., or any other governmental entity; or (2) supplement or amend this Declaration with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under the Right to Repair Act.

(f) An amendment for the purpose of correcting technical errors, clerical mistakes or for clarification shall not be construed as a material change to this Declaration and may be made by Declarant without vote of the Owners.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1. Term of Declaration.

This Declaration shall continue in full force and effect until a declaration of termination is recorded, satisfying the requirements of an amendment to this Declaration.

Section 2. Notices.

Any approval, disapproval, demand, document or other notice which Declarant, the Association, or any Owner may desire to give to another party must be in writing and may be given either by: (i) personal delivery; (ii) by United States mail which shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the mail, first class or registered, postage prepaid, addressed to the person to be notified; or (iii) by any other method provided by Civil Code Sections 4040, 4045 and 4050.

Section 3. Partial Invalidity.

If any provision of this Declaration is declared invalid or in conflict with any relevant law, the validity of the remainder of this Declaration will remain in full force and effect.

Section 4. Singular Includes Plural.

As required by the context of this Declaration, a singular grammatical reference includes the plural application.

Section 5. Attorneys' Fees.

Except as stated in Article XII, Section 10, involving arbitration of disputes with the Declarant, if there is any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees.

Section 6. Declarant's Rights After Sale of All Lots in the Project.

For a period of ten (10) years after the close of escrow for the sale of the last Lot in the Project, in addition to Declarant's rights as an Owner and a Member, Declarant shall have the following rights: (a) the right to receive copies of the minutes of the meetings of the Board of Directors and meetings of the Members, upon request and payment of the actual costs to copy and distribute such records; and (b) the right to inspect the Lots of the Project upon three (3) days' notice to the Association and, within its sole discretion, be entitled to cure any defect, whether or not the Association or any Owner has complained of such defect.

DECLARANT'S SIGNATURE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration as of the date first set forth above.

Homex Development LLC,
a California limited liability company

Dated: _____ BY: _____

David Mirrafati, Manager

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On _____, before me, _____, Notary Public, personally appeared: _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public

LIENHOLDER SUBORDINATION

The undersigned, being the holder of a lien or encumbrance upon the Property described in this Declaration, hereby consents to the recordation of this Declaration and agrees that its lien or encumbrance shall be subject and subordinate to the terms and provisions of this Declaration.

Lienholder: _____

By: _____

Its: _____

Dated: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

The Property subject to this Declaration consists of the following two parcels located in the City of Costa Mesa, County of Orange, State of California:

PARCEL 1 (APN: 439-213-24 — 215 Mesa Drive):

The Southeasterly 60 feet of the Northwesterly 245 feet of the Northeasterly 150 feet of Lot 63, Tract No. 376, in the City of Costa Mesa, County of Orange, State of California, as shown on a Map recorded in Book 15, Page 29 of Miscellaneous Maps, Records of Orange County, California.

PARCEL 2 (APN: 439-213-25 — 223 Mesa Drive):

The Northeasterly 160.9 feet of Lot 63 of Tract 376, in the City of Costa Mesa, County of Orange, State of California, as per Map recorded in Book 15, Page 29 of Miscellaneous Maps, Records of said County. Excepting therefrom the Northwesterly 245 feet. Together with all right title and interest in and to that certain lease recorded April 28, 1967, in Book 8238, Page 815, Official Records, Orange County, being that certain Subsurface Oil and Gas Lease dated April 13, 1967.

The Property is to be subdivided pursuant to Tentative Parcel Map No. 2026-129 into four (4) numbered residential Lots (Lots 1 through 4) and three (3) lettered common maintenance Lots (Lot A — Private Driveway; Lot B — Landscape; Lot C — Landscape), as more particularly shown on Exhibit "B" hereto.

EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 2026-129

[Attach approved copy of Tentative Parcel Map No. 2026-129 showing Lots 1–4 and Lots A, B, and C for the property located at 215 and 223 Mesa Drive, Costa Mesa, California 92627, APNs 439-213-24 and 439-213-25. Upon recordation of the Final Parcel Map, this Exhibit shall be updated to reflect the recorded Final Parcel Map.]

END OF DECLARATION