

RECORDING *all Co ties*  
REQUESTED BY *A.S.*

88-209175

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

*2 45* PM MAY - 5 '88

VILLAGEWAY MANAGEMENT, INC.  
POST OFFICE BOX 4708  
IRVINE, CA 92716

\$83.00  
C12

*Lee A. Branch* COUNTY  
RECORDER

RESTATEMENT AND AMENDMENT OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS,  
TRACT NO. 4224, ORANGE COUNTY, CALIFORNIA

This Restatement and Amendment of Covenants, Conditions and Restrictions, Tract No. 4224, Orange County, California, is executed this 14th day of April, 1988, by Dover Shores Community Association, a California non-profit corporation, as Owner or Authorized Agent of the owners of Lot Nos. 1-311 and all other lots and parcels of Tract No. 4224.

Recitals

A. The Irvine Company executed the Declaration of Covenants, Conditions and Restrictions for Tract No. 4224, Orange County, California, (CC&R's) on February 15, 1971. The CC&R's were recorded on February 25, 1971, as Instrument No. 15298, in Book 9554, Pages 484, et seq. of Official Records of Orange County, California.

B. Article X, Section 5 of the CC&R's provides that the CC&R's may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the owners of property covered by the CC&R's. The signatures of the President and Secretary of Dover Shores Community Association, a California non-profit corporation, hereto constitute certification that this Restatement and Amendment of Declaration of Covenants,

Conditions and Restrictions, Tract No. 4224, Orange County, California received the affirmative assent or vote of not less than seventy-five percent (75%) of the owners pursuant to Article X, Section 5, of the CC&R's.

C. Dover Shores Community Association hereby declares that the CC&R's are amended and modified by the within Restatement and Amendment such that the within Restatement and Amendment will maintain the same lien priority date as the originally recorded CC&R's which are still in effect to the extent not amended herein.

WITNESSETH:

WHEREAS, Declarant is the Owner or agent of the Owners of the real property in the City of Newport Beach, County of Orange, State of California, described as:

Lots 1 through 70 inclusive, and Lots 76 through 311 inclusive, of Tract No. 4224, as per map recorded on February 16, 1962, in Book 157, pages 1 to 14 inclusive of Miscellaneous Maps, in the office of the Recorder of Orange County, State of California;

Lots A, B, D, X, and Y of Tract No. 4224, as per map recorded in Book 157, pages 1 to 14 inclusive of Miscellaneous Maps, records of Orange County, California; and

Parcels A, B, C, and D of Parcel Map recorded November 18, 1968 in Book 18, page 27 of Parcels Maps, Orange County, California (said parcels being the Result of a resubdivision of Lots 71 through 75 inclusive of said Tract No. 4224).

WHEREAS, Declarant has deemed it desirable to revise the established covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said tract; and

WHEREAS, The Irvine Company, a West Virginia corporation, the original Declarant, deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said tract to create a corporation to which should be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, DOVER SHORES COMMUNITY ASSOCIATION, a nonprofit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid;

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above shall be sold and conveyed subject to the following covenants, conditions, and restrictions and easements which are hereby declared to be for the benefit of all of the property described herein so sold and conveyed (hereinafter "said real property") and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in the

described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

#### ARTICLE I

#### DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this declaration and are defined as follows:

Section 1. "Association" shall mean and refer to DOVER SHORES COMMUNITY ASSOCIATION, a non-profit corporation, incorporated under the laws of the State of California, its successors and assigns.

Section 2. "Property" and "lots" shall mean and refer to Lots 1 through 70 inclusive and Lots 76 through 311 inclusive of Tract No. 4224 as per map recorded in Book 157, pages 1 to 14 inclusive of Miscellaneous Maps, records of Orange County, California; Lots A, B, D, X and Y of said Tract No. 4224; and Parcels A, B, C and D of Parcel Map recorded in Book 18, page 27 of Parcel Maps, Orange County, California (said parcels being the result of a resubdivision of Lots 71 through 75 inclusive of said Tract No. 4224).

Section 3. "Common area" and "common facilities" shall mean all real and personal property owned, leased or controlled by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to a recorded lot within the existing property or any other properties annexed pursuant to this declaration, upon which there has been or will be constructed a single family residence, but shall not mean or include any common area lot nor public streets and alleys.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner other than Declarant, whether one or more persons or entities, of a fee simple title to or leasehold estate in any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to the Dover Shores Community Association.

Section 8. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 9. "Conveyance" shall mean and refer to conveyance of a fee simple or leasehold title to any lot.

Section 10. "Architectural Committee" shall mean and refer to each of the committees provided for in the Articles hereof entitled "Landscape Control And Maintenance."

Section 11. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

Section 12. "Regular Assessment" shall mean a charge against each Owner representing a portion of the Common Expenses which are to be paid by each Owner to the Association in the manner and proportions provided herein.

Section 13. "Capital Improvement Assessment" shall mean a charge against each Owner, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common area and facilities which the Association may construct.

Section 14. "Association Rules" shall mean rules adopted by the Association pursuant to the Article hereof entitled "Duties and Power of the Association".

Section 15. "Board" shall mean the Board of Directors of the Association.

Section 16. "City" shall mean and refer to the City of Newport Beach, California.

Section 17. "Common Expenses" shall mean and refer to the actual and estimated costs of:

(a) maintenance, management, operation, repair and replacement of the common areas and the Community Facilities, and all other areas which are

maintained by the Association;

(b) unpaid Special, Reconstruction and Capital Improvement Assessments;

(c) costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(d) the costs of utilities, gardening and other services benefiting the Owners and their Lots to the extent such gardening and other services are paid for by the Association;

(e) the costs of fire, casualty, liability, workers' compensation and other insurance covering the Common Facilities;

(f) the costs of any other insurance obtained by the Association;

(g) reasonable reserves as deemed appropriate by the Board;

(h) the costs of bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;

(i) taxes paid by the Association.

(j) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Facilities or portions thereof;

(k) costs incurred by appointed committees of the Association; and

(l) the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Facilities, this Declaration, the Articles or the Bylaws or in furtherance of purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 18. "Reconstruction Assessment" shall mean a charge against each particular owner, representing a portion of the cost to the Association for reconstruction or restoration of any capital improvements.

Section 19. "Special Assessment" shall mean a charge against a particular Owner directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for in this Declaration. Special Assessments shall include any late payments, penalties, interest charges or costs (including attorneys' fees) incurred by the Association in the collection of Regular, Special, Capital Improvement and Reconstruction Assessments.

Section 20. "Declaration" shall mean the Restated Declaration of Covenants, Conditions and Restrictions.



ARTICLE II

88-209175

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in (other than Declarant), or is the lessee of any lot which is subject by covenants of record or by lease to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the fee ownership or lease of any lot which is subject to assessment by the Association. Ownership or lease of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner or lessee of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot or lease, and then only to the purchaser or deed of trust holder of such lot or lease. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot or lease should fail or refuse to transfer the membership registered in his name to the purchaser of such lot or lease, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have only one class of membership. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. Said voting rights shall be subject to the restrictions and limitations provided hereinafter and in the Articles and Bylaws of the Association.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area and the recreational facilities thereof.

(c) The right of the Association, in accordance with its Articles and

Bylaws, to borrow money for the purpose of improving the common area and facilities and in aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinated to the rights of the members.

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association. Any member whose voting rights or right to use of the recreational facilities has been suspended, shall be provided written notice of such suspension or privileges.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or the abandonment of his lot.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will continue to hold fee simple title to the common areas in the existing property of the Association, free and clear of all encumbrances and liens, except current real property taxes, all other covenants, conditions, restrictions, reservations, rights, rights of way and easements then of record, including those set forth in this Declaration.

#### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in Tract No. 4224 which is subject to this Declaration, by acceptance of a deed or lease therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, (2) special assessments, (3) capital improvement assessments, and (4) reconstruction assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special, reconstruction and capital improvement assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be charged on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell

due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose, and related to the use and enjoyment of the common area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and Bylaws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Capital Improvement and Reconstruction Assessments. In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting

duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots with the exception of dredging and landscaping assessments. These two items shall be assessed in the following manner:

Dredging assessment shall be shared. The 73 waterfront homeowners (Lots 101 to 117, inclusive; Lots 119 to 148, inclusive; Lots 152 to 155, inclusive; Lots 159 to 180, inclusive) shall be assessed an equal share of 75% of the total dredging assessment. The 237 other homeowners shall be assessed an equal share of 25% of the total assessment.

Landscape assessment shall be shared. Each of the 73 waterfront homeowners (Lots 101 to 117, inclusive; Lots 119 to 148, inclusive; Lots 152 to 155, inclusive; Lots 159 to 180, inclusive) shall be assessed 25% less than each of the 237 other homeowners.

These assessments may be collected on a "monthly basis."

Section 6. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the

delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) All properties dedicated to and accepted by a local public authority; and (b) the common area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 8. Assessments of Lots X and Y. Notwithstanding the foregoing provisions of Section 5 relating to the rate of assessment, any and all real property taxes and assessments levied upon Lots X and Y of Tract No. 4224 which the Association is obligated to pay shall be assessed to and paid by the owners of the following lots in Tract No. 4224-Lots 101 to 117, inclusive; Lots 119 to 148 inclusive; Lots 152 to 155 inclusive; Lots 159 to 180, inclusive, at the rate of .018 percent for each lineal foot of each of said lots which adjoins public or private waters adjacent to said tract. The amount of such taxes and assessments chargeable to each of said lots shall be paid in addition to all other dues and assessments of the Association payable by the owners of said lots.

Section 9. Special Assessments for Reimbursement of Association Expenses with Compliance Problems. Special Assessments may be levied against and collected from a particular Owner to reimburse the Association for certain costs and expenses that have been incurred by the Association with respect to bringing

the Owner into compliance with the terms of this Declaration.

ARTICLE V

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent on such date as determined by the Board of Directors. If any such assessment and late charge is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency up to the maximum rate provided by law, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to fore-  
close said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage



prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which shall include the late charge and interest on the unpaid assessment up to the maximum provided by law, plus reasonable attorney's fees and expenses or collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to

foreclosure and sale thereunder, shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust, shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

Section 7. No Offsets. No offsets for any reason shall be allowed against the full payment of any assessment levied pursuant to this Declaration, including, without limitation, a claim that the Association is not properly exercising its duties or maintenance or enforcement.

Section 8. Reserves. The regular Assessments shall include reasonable

amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Area Facilities. All amounts collected as reserves, whether pursuant to the proceeding sentences or this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected, and are to be segregated from and not co-mingled with any other funds of the Association.

#### ARTICLE VI

##### ARCHITECTURAL, LANDSCAPE CONTROL AND Maintenance

Section 1. Architectural Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, including patio covers and antennas, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee provided for in Section 3 hereof. Said plans and specifications shall be prepared and shall include where appropriate the following:

(a) Plot plans, showing the location of all structures and showing grade elevations and drainage;

(b) Building plans, including floor, foundation and roof plans, including externally installed equipment;

(c) Exterior elevations and surfaces and sections, structural design and salient exterior details.

All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or such Owner's authorized agent in duplicate. Approval shall be based, among other things, on adequacy of site dimensions, adequacy of structural design and material; conformity and harmony of external design with neighboring property, improvements, landscaping, operations and uses, relation of topography, grade and finished ground elevation of the property being improved to that or neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping, assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Architectural Committee in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

Section 2. Landscaping Approval. No tree or plant shall exceed fourteen (14) feet in height on any lot if it causes blockage of the natural view from another lot without the approval of the Landscape Committee. The Landscape Committee shall have the right to require any member to remove, trim, top, or prune any tree or shrub, regardless of height, which in the reasonable belief of the Landscape Committee impedes or detracts from the view of any lot.

Section 3. Appointment of Architectural and Landscape Committees. The Architectural and Landscape Committees shall be appointed by the Board of Directors of the Association and shall be composed of three (3) or more representatives who need not be members of the Association.

Section 4. General Provisions.

(a) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications including, without limitation, the number of sets to be submitted and the payment of a processing fee, graduated according to the valuation of the improvements. Approval or disapproval of plans and specifications may be made by one or more of the members of the Architectural Committee or individuals to which plan review responsibilities may be delegated Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the Architectural Committee is the principal office of the Association, or such other place as may from time to time be designated by the Architectural Committee by a written instrument recorded in the Office of the County Recorder of Orange County, and the last instrument to be recorded shall be deemed the Architectural Committee's proper address. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards and Landscaping Standards, if any, shall be kept.

(c) The establishment of the Architectural Committee and the systems herein for architectural and landscaping approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter, modify or otherwise have control over the Lots as may otherwise be specified in this Declaration, in the Bylaws or in any Association Rules.

Section 5. Approval and Conformity of Plans. The Board shall, from time to time, adopt and promulgate Architectural and Landscaping Standards to be administered through its Architectural and Landscape Committees. The Architectural and Landscaping Standards shall include those restrictions and limitations upon the Owners set forth below:

(a) Time limitations for the completion of the architectural and landscaping improvements described herein; and

(b) The conformity of completed architectural and landscaping improvements to plans and specifications and to the Architectural and Landscaping Standards of the Association; provided, however, unless notice or noncompliance or noncompletion, executed by the Architectural Committee, shall be filed of record in the Office of the County Recorder or Orange County, California, within thirty (30) days of the expiration of the time limitation described herein, or unless legal proceedings shall have been instituted to enforce compliance or completion within said thirty (30) day period, the conformity of any completed architectural and landscaping improvements shall be deemed to be in compliance with the Architectural and

Landscaping Standards of the Association only with respect to purchasers and encumbrances in good faith and for value.

(c) All plans must be submitted to the Association's appointed Licensed Architect for review and approval, after which they will be signed off by a member of the Architectural Control Committee subsequent to site inspection.

(d) The obtaining of a City Building Permit does not release applicant from processing plans and obtaining approval from the Association's Architectural Control System.

(e) No building structures, garage or storage structures of any kind will be allowed to be built on or into any slope areas below any homes except decks and their under structures at housing grade level, at the edge of slope, (not to exceed 12 feet horizontally; without consent of the Architectural committee.

(f) No above ground level building additions may be built on the Bay or view side patio areas which extend beyond the rear yard set-back line of the respective residence.

(g) The Architectural Committee shall have the right to make periodic inspections of the construction project for the purpose of determining if the work conforms to the approved plans and specifications. The Owner upon notice shall provide reasonable access to the project for such inspections.

(h) The Owner shall make no exterior changes from the approved plans until such revised plans and changes have been submitted and approved by the Association Architectural Committee.

(i) The Owner shall be responsible for keeping the adjoining street and sidewalk areas as free as possible from building materials, equipment and debris during the course of construction.

(j) Construction of improvements or additions shall commence within one (1) year from the date the Architectural Committee reviews and approves the working drawings. Resubmittal is required if construction does not start within the one (1) year commencement period.

(k) Mechanical or air conditioning equipment, when located on the roof, must be screened or concealed from surrounding neighbors or adjacent street view and must be of a color that blends with the color of the roof.

(l) No substantial change in the existing contour lines of any lot shall be made without the approval of the Architectural Committee.

(m) Plans and specifications are not approved for engineering design. By approving such plans and specifications neither the Architectural Committee, the Members thereon, the Association, the Members, of the Board, assumes liability or responsibility thereon, or for any defect in any structure constructed. If the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been



submitted to it, such plans and specifications shall be deemed approved.

Section 6. Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal to the Board by submitting a written request for appeal. The written request shall be submitted to the Board not more than thirty (30) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose written recommendations will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

Section 7. Construction Standards. Single story construction is the standard for all lots within Tract 4224, except as follows:

(a) Two story construction is permitted on Lots 1 through 7, inclusive, and on all lots on the water level (Lots 101 through 180, inclusive).

(b) Two story construction is permitted on Lots 215 through 311, inclusive, subject to the following restrictions: Lots 244, 245, 246, 249, 250, 258, 259, 262, 277, 278, 279, 280, 281, 282, 283, and 284 are limited to one story construction on that part of the house which comes within twelve (12) feet of the street side property line, and two story construction on that part of the house which is twenty (20) feet or more from the street side property line.

Where single story construction is required, the maximum roof height (measured to the ridge line of a conventional roof) is fourteen (14) feet above the building pad. Where two story construction is permitted, the maximum roof height (measured to the ridge line of a conventional roof) is twenty-five (25) feet above the building pad. Lot 81, which is a single story lot shall be limited to a roof height of sixteen (16) feet as measured from the building pad to the ridge line.

#### ARTICLE VII

##### DUTIES AND POWERS OF THE ASSOCIATION AND OWNERS

Section 1. Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Lots, Common Facilities or other land in such manner and at such times as the Board shall prescribe:

(a) Own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the common areas.

(c) Have the authority to obtain, for the benefit of all of the common

areas, all water, gas and electric services and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(f) 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. Such persons or entities shall have professional experience in the management of homeowner associations to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent should not exceed a period of one year.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(h) Have the duty to enter upon the slopes described in Article VIII, Section 4, below, except slopes that are between contiguous lots, for the purpose of landscaping and maintaining the landscaping on such slopes.

(i) Enforce the provisions of this Declaration, the Articles and the Bylaws

by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided herein and in the Bylaws, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments, as provided herein and in the Bylaws.

(j) Delegate its powers to committees, officers, or employees as provided in the Bylaws.

(k) Have the duty to maintain architectural control over the property and appoint an Architectural Committee in connection herewith, pursuant to the Article hereof entitled "Architectural and Landscape Control and Maintenance."

(l) Have the right in conformance with law to enter on any Lot where necessary in connection with the review of construction or reconstruction.

(m) Borrow money as may be needed for the administration of the Association and its functions and to pledge assets of the Association as security for such loan.

Section 2. Repair and Maintenance by Owner. Every Owner shall maintain the exterior of his dwelling, walls, fences, roof, and landscaping of his dwelling in good condition and repair.

## ARTICLE VIII

## EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections, water house connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by others than the owner of a lot served by said connections, the owner of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections, water house connections or electricity, gas, or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the properties for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary sewer lines and drainage facilities are shown on the recorded tract map of the properties, were reserved by the original Declarant, together with the right to grant and transfer the same.

Section 3. There is hereby reserved over the lots the right to emplace on, under or across such property, transmission lines and other facilities for a Community Antenna Television System and the right to enter upon the property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights does not unreasonably interfere with the owner's reasonable use and enjoyment of said lot.

Section 4. There is hereby reserved, in favor of Association, over slopes on lots 96-100 inclusive, 189-230 inclusive, 263-283 inclusive, 285-311 inclusive, except slopes that are between contiguous lots, an easement for landscaping and maintenance of the landscaping by the Association and hereby convey to said Association reasonable rights of access thereto.

#### ARTICLE IX

#### USE RESTRICTIONS

Section 1. All lots in the tract and in such property as shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than residential purposes, save and except the lots owned by

the Community association, i.e., the community area lots on which there will be placed landscaping and recreational facilities. No building shall be erected, altered, placed or permitted to remain on any such residential lot other than building used as a single family dwelling.

Section 2. No part of the properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent.

Section 4. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No mobile home, motor home, recreational vehicle, trailer, camper, boat, truck, stored vehicles, or

similar equipment shall be permitted to remain or be repaired upon any lot, unless placed or maintained within an enclosed garage or concealed from view of adjoining lots, streets, or alleys by a fence or appropriate screen. No open carport shall be used for the storage of any item, object or vehicle other than an automobile. No vehicle shall be permitted to be parked, other than temporarily, on any street in front of or beside any lot in Tract 4224.

Section 6. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept on the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in 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 of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 8. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and



streets, by a fence or appropriate screen.

Section 9. No fence, wall or hedge exceeding three (3) feet in height shall be erected or permitted between street and front set-back line, except as approved by the Architectural Committee.

Section 10. No television, radio, or other electronic antenna or device of any type shall be erected constructed, placed or permitted to remain on any of the houses or buildings constructed on the lots or on the lots at ground level in said tract unless not visible to nearby homeowners or until the same shall have been approved in writing by the Architectural Committee or the Board of Directors of the Association.

Section 11. All block walls and fences located on the exterior of lots fronting on any street shall not be changed or modified by the owners of said lots without the prior written approval of the Architectural Committee.

Section 12. The owners of individual lots may construct and install fences and/or walls on the perimeter of each said lot within the tract other than where solid walls are already situated, provided that said fences and/or walls shall be composed only of such material approved by the Architectural Committee. The height of any such fence or wall shall be at least three (3) feet from ground level and shall not exceed six (6) feet from ground level. In the event that an owner desires to construct a fence or wall of a height in excess of three (3) feet, and in the event that the construction of such a fence or wall would impair the view of the owner of another lot, the height of

such fence or wall shall be subject to Architectural control and Architectural approval, as set forth in Article VI of this Declaration.

Section 13. All fences and walls constructed on any lot other than on the perimeter of a lot may be composed of the same materials of which fences on the perimeter shall be composed as set forth hereinbefore.

Section 14. All drainage of water from any lot and the improvements thereon shall drain or flow into adjacent streets and not upon adjoining lots or slopes and all slopes or terraces on any lot shall be maintained so as to prevent any erosion thereof upon such streets adjoining property or slopes.

Section 15. Subject to the covenants, conditions and restrictions hereinafter provided in this Section owners shall have the right to the use of the following designated premises in connection with and incidental to his occupancy of a lot for the purposes hereinafter specified, as follows:

(a) The public and private waters adjacent to and in front of said lot, if any, for the construction, maintenance and use of a private pier and float, subject to the rights and rules and regulations of all governmental agencies having jurisdiction thereof.

(b) No such pier and float shall be constructed unless and until the plans and location thereof shall have been submitted to and approved by the Architectural Committee in writing, and each of the same shall be constructed, maintained and used by owner at his sole expense, risk and responsibility and

without any expense or liability to Association, and in compliance with any and all public laws, ordinances and regulations applicable thereto.

(c) Except as otherwise provided in this Section, each and all of the covenants, conditions and restrictions of this Declaration shall apply with equal force and effect to and shall govern said owner's use and occupancy of the incidental premises hereinabove designated.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner or the successor in interest of an owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessments & liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the written affirmative assent or vote of not less than seventy-five percent (75%) of the owners, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the owners; provided, however, that Article V, Section 6 and Article X, Section 6 shall not be amended without the consent of the lien holder under any recorded deed of trust.

Section 6. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Architectural Committee, the Association, or any other land owner in the tract. Such remedy shall be deemed cumulative and not exclusive.

Section 9. Mergers or Conversions. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the

covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

Section 10. Waiver of Use. No Member may be exempt from personal liability for Assessments duly levied by the Association, nor release the Residence owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or Common Facilities, or the abandonment of the Residence.

Section 11. Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Restated Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Special Assessment with respect to the Lot involved in the action.

Section 12. Non-liability of Officials. To the fullest extent permitted by law, neither the Board nor any other committee of the Association nor any member of such Board or committee shall be liable to any member for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective) course or action, act, omission, error, negligence or the like made in good faith within such Board, committees or persons reasonably believed to be the scope of their duties.

Section 13. Hold Harmless and Indemnification. Each Lot Owner shall be liable to the Association for any damage to the Common Area and Common Facilities which may be sustained by reason of the negligence of said Lot Owner or his guests or invitees.

Section 14. Use of Common Area and Common Facilities. The Board or Directors shall have the right to limit the number of guests that a Lot Owner may permit to use the recreational facilities on the Common Areas and shall have the right to set further reasonable restrictions on the time and manner of said recreational facilities.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DOVER SHORES COMMUNITY ASSOCIATION

By Alan M Reedy  
President

By Monica Ruggieri  
Secretary

STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Orange } ss.

88-209175

Public  
known  
to  
me  
ration  
to  
edged  
its By-

On this 28<sup>th</sup> day of April, 1988, before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared

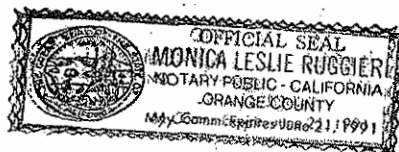
Alan Reedy

personally known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_  
President, and X X X

personally known to me (or proved to me on the basis of satisfactory evidence) to be the X X  
Secretary of the corporation that executed the within instrument,

and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its by laws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Monica Ruggieri  
Notary signature

(This area for official seal).

Acknowledgment - Corporation

Section 13. Hold Harmless and Indemnification. Each Lot Owner shall be liable to the Association for any damage to the Common Area and Common Facilities which may be sustained by reason of the negligence of said Lot Owner or his guests or invitees.

Section 14. Use of Common Area and Common Facilities. The Board or Directors shall have the right to limit the number of guests that a Lot Owner may permit to use the recreational facilities on the Common Areas and shall have the right to set further reasonable restrictions on the time and manner of said recreational facilities.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DOVER SHORES COMMUNITY ASSOCIATION

By Alan M Reedy  
President

By Monica Ruggieri  
Secretary

STATE OF CALIFORNIA

STATE OF CALIFORNIA }  
COUNTY OF Orange } ss.

88-209175

On this 28<sup>th</sup> day of April, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Alan Reedy

personally known to me (or proved to me on the basis of satisfactory evidence) to be the President, and X X X X

personally known to me (or proved to me on the basis of satisfactory evidence) to be the X X

Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its by laws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Public, known to me oration ho ledged its By-



Monica Ruggieri  
Notary signature

(This area for official seal)

Acknowledgment - Corporation