

remedies which the Master Association and its assigns may have hereunder or at law. Nothing herein shall prohibit the Master Association from taking a deed in lieu of foreclosure.

Section 6. Mortgage Protection. Notwithstanding all other provisions hereof, no lien created hereunder, nor any breach of the terms and provisions of this Master Declaration, nor the enforcement of any term or provision hereof, shall defeat or render invalid the rights of any Mortgagee under any recorded first Mortgage or deed of trust upon a Lot or Condominium made in good faith and for value; provided that after such Mortgagee or other person or entity obtains title to such Lot or Condominium by judicial or nonjudicial foreclosure, such Lot or Condominium shall remain subject to this Master Declaration and the payment of Assessments which become due subsequent to the date of taking title.

ARTICLE VIII

USE RESTRICTIONS

Save and except the Declarant (and each Merchant Builder) who shall be exempt from the use restrictions set forth herein, all real property within the Community shall be held, occupied, used and enjoyed, subject to the following use restrictions:

Section 1. Private Single Family Dwelling. Except as provided in the Article herein entitled "General Plan of Development," or as otherwise provided in this Article, each Dwelling shall be used as a private residence for a single family and for no other purpose, except such temporary uses as shall be permitted by Declarant while the Community is being developed and Declarant and/or any Merchant Builder is conducting its sales, leasing or other marketing program.

Section 2. Use of Master Association Property. Use of the Master Association Property shall be subject to the provisions of this Master Declaration, the Rules and Regulations and the

Environmental Documents, and to any additional limitations imposed by any of the other Master Association Documents.

Section 3. Conduct Affecting the Master Association.

No Owner shall keep any materials of any kind or allow any activities to be conducted at his Lot or Condominium or on the Master Association Property or Maintenance Areas which will increase the rate of insurance on the Master Association Property or Maintenance Areas, or which will cause any fine or penalty to be imposed against the Master Association by any Public Agency. Further, no Owner shall keep any materials of any kind or allow any activities to be conducted at his Lot or Condominium or on the Master Association Property or Maintenance Areas which will result in the cancellation of insurance on the Master Association Property or Maintenance Areas or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Master Association Property or Maintenance Areas shall be increased, or any fine or penalty imposed against the Master Association, the Owner shall become personally liable for the additional insurance premiums or for such fine or penalty.

Section 4. Owner's Liability for Damage. Each Owner

(and any Sub-Association) shall be liable to the Master Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Master Association to repair any damage to the Master Association Property and/or Maintenance Areas which may be sustained by reason of the negligence or willful misconduct of said Owner, the members of his family, his lessees, tenants, or their respective guests or invitees, whether minor or adult (or of said Sub-Association). Any such costs and expenses shall be levied by the Board as a Damage Reimbursement Assessment against such Owner (or Sub-Association) in accordance with the provisions of this Master Declaration.

Section 5. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Community except for signs used by Declarant (or by a Merchant Builder with Declarant's consent) in connection with the development of the Community and sale or lease of Lots and/or Condominiums. Notwithstanding the foregoing, in accordance with Section 712 of the California Civil Code, an Owner may display on his Lot or Condominium or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's address and telephone number. As provided in said Section 712 of the California Civil Code, a sign which conforms to an ordinance adopted in conformity with Section 713 of the California Civil Code shall be deemed to be of reasonable dimension and design. In all events, all signs permitted under this Section shall comply with any applicable City ordinances. Declarant and each Merchant Builder shall repair any damage to or complete any restoration of the Master Association Property caused or necessitated by the display of signs by Declarant or the Merchant Builders within a reasonable time after the occurrence of such damage or need for restoration.

Section 6. Maintenance of Animals Within the Community. An Owner may keep within his respective Lot or Condominium: (i) common domesticated household animals (e.g., dogs, cats, birds or fish), or (ii) subject to prior Board approval as provided herein, an "exotic animal." Any Owner desiring to keep an "exotic animal" within his Lot or Condominium shall make prior application to the Board for permission to keep an exotic animal. As used herein, an "exotic animal" shall mean any type of snake or reptile which can grow to a length longer than two feet, any form of livestock, any type of spider, any animal which is poisonous or

which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Lot or Condominium, or any other animal (other than a common domesticated household animal) which is designated by the Board, from time to time, as constituting an exotic animal. The Board shall hold a hearing on such application and shall give at least five (5) days prior written notice of such hearing to the applicant, to the applicant's adjoining Owners and to such other Owners within the Community as the Board may deem appropriate. The Board may, in its sole and absolute discretion, approve or disapprove such application, and may also impose such conditions upon the right to keep an exotic animal as the Board may deem appropriate, including, without limitation, requiring the Owner to construct a secure enclosure to prevent the animal from escaping, to give written notice to other Owners of the presence of such exotic animal, to obtain additional liability insurance, to reimburse the Master Association for any costs incurred by the Master Association as the result of the animal escaping, etc. In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board, from time to time. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by his animal(s) anywhere within the Community. All animals must be kept either within an appropriate enclosure, or the yard or patio, or on a leash held by a person capable of controlling the animal. Upon the approval of a majority of a quorum of the Board, the Board shall have the right to prohibit maintenance of any animal within the Community (including any common domesticated household animal or any previously approved exotic animal) which, in the opinion of the Board, constitutes a nuisance to any other person. Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all

persons for any injury to persons or damage to property caused by such animal.

Section 7. Quiet Enjoyment. No Owner shall permit or allow any activity to be performed or any material of any kind to be kept within or upon his Lot or Condominium which will obstruct or interfere with the rights of quiet enjoyment of the other occupants in the Community, or annoy them by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance on his Lot or Condominium. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes and reasonable exterior speakers for home entertainment sound systems), noisy or smoky vehicles, unlicensed off-road motor vehicles or items which may unreasonably interfere with the television or radio reception shall be located, used or placed on any portion of the Community, or exposed to the view of other Owners. No noxious odors shall be permitted to emanate from any portion of the Community. The Board shall have the right to determine in accordance with the provisions for Notice and Hearing set forth in the ByLaws if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance. Each Owner shall comply with all of the requirements of the County Health Department and of all other governmental authorities with respect to his Lot or Condominium. All clotheslines, refuse containers, woodpiles, storage boxes, tools and equipment shall be prohibited on any Lot or Condominium unless obscured from view by a fence or appropriate screen approved by the Design Review Committee.

Section 8. Improvements. No Improvement shall be constructed, altered or removed (other than those repairs or rebuilding permitted under the Article entitled "Damage or Destruction of Improvements Maintained By the Master Association" without the approval by the Design Review Committee, as set forth

hereinbelow except those Improvements which are constructed by Declarant and/or a Merchant Builder during the development of the Community.

Section 9. Windows. No window in any Dwelling shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint or any other material reasonably deemed inappropriate for such use by the Board; provided, however, an Owner may use plain white sheets to cover windows for a period of time not to exceed six (6) months after the Close of Escrow or occupancy of the Dwelling, pending the installation of drapes, curtains, shutters or other appropriate interior window coverings.

Section 10. Commercial Activity. No Dwelling shall be used in any way, directly or indirectly, for any business, commercial, mercantile, manufacturing, storage or other nonresidential purposes, except for the right of Declarant (and each Merchant Builder) to use any portion of the Community for model homes, sales and leasing offices and displays and other promotional events in accordance with the provisions of this Master Declaration. Notwithstanding the foregoing, any Owner of a Lot or Condominium in the Community may maintain a home-office and conduct business activities therefrom on the following conditions: (i) there is no external evidence of such activity; (ii) such activities are conducted in conformance with all applicable government ordinances; (iii) the patrons or clientele of such activities do not visit the Lot or Condominium or park automobiles or other vehicles within the Community; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot or Condominium; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant, any Merchant Builder and/or the Master Association; and (vi) such activities are consistent with the residential character of the

Community and conform with the provisions of this Master Declaration.

Section 11. Parking. All vehicles in the Community shall be parked in accordance with the following:

(a) Restrictions Regarding Private Streets. All of the streets within the Community are private streets. Curbside parking along the streets in the Community is restricted in certain areas. In no event shall parking be permitted along any portion of a street designated as a fire lane. The fire lanes and other no parking areas in this first Phase of the Community are generally depicted on **Exhibit "PP"** attached hereto. Any additional fire lanes and other no parking areas in any subsequent Phase of the Community shall be generally depicted on an Exhibit attached to the Notice of Annexation recorded on such Phase. Additional portions of the private streets within the Community may be designated as fire lanes by the OCFA from time to time. The Board shall adopt reasonable Rules and Regulations regarding the parking of vehicles along the private streets and/or otherwise within the Community which are not in conflict with applicable law or any requirements of the OCFA. In furtherance thereof, the Master Association, through its officers, committees and agents, shall establish "parking" and "no parking" areas within the Master Association Property in accordance with Section 22658.2 of the California Vehicle Code, as same may be amended from time to time provided however, parking shall never be permitted in a fire lane. The Master Association, through its officers, committees and agents, shall enforce such Rules and Regulations by all lawful means, including the levying of fines, and citing and towing of any violating vehicle. The Master Association shall contract with a towing company to remove vehicles that violate the no parking restrictions and shall provide all Owners with a telephone number to report

parking violations. First time violators will receive a written warning. If after a vehicle receives a written warning, there is a subsequent violation, the vehicle shall be subject to towing. The owner of such vehicle shall be responsible for all costs incurred in remedying the violation, including but not limited to, towing costs, citations and legal fees. The Master Association, any Sub-Association and any Owner may not modify any street (e.g., install speed bumps, control gates, or change the parking provisions set forth herein) without first obtaining the express written approval of the OCFA and any other applicable Public Agencies.

(b) Recreational Vehicles. No Owner shall park, store or keep on any portion of the Master Association Property (including, without limitation, any street within the Community): (1) any large commercial type vehicle; (2) any recreational vehicle (including, but not limited to, campers, motorhomes, trailers, boats, aircraft, mobile homes or other similar vehicles); or (3) any oversized vehicle (e.g., a limousine). Further, unless otherwise approved by the Design Review Committee, no Owner shall park, store or keep on his Lot or Condominium: (i) any large commercial type vehicle; (2) any recreational vehicle; or (3) any oversized vehicle.

(c) Standard Passenger Vehicles. An Owner may park any standard passenger automobile (including vans, sport utility vehicles, and similar vehicles up to and including one [1] ton when used for everyday transportation) within his respective garage, on the side of the street if permissible, or on his driveway; provided, however, in no event shall any vehicle extend into a sidewalk or beyond the curblin, or impede access over any street.

(d) Storage of Goods in Garages. Each Owner shall keep his garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use

if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed. Notwithstanding the foregoing, if an Owner has fewer vehicles than garage parking spaces, such unused spaces(s) may be used for the storage of goods or other use so long as the garage door remains closed at all times so that the stored goods or other use and not visible to other residents within the Community.

(e) Repairs. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon the Master Association Property on his Lot or Condominium, on any public street or elsewhere within the Community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.

(f) Garage Doors. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.

Section 12 Vehicle Usage in the Master Association Property. Except for the private streets and any other areas expressly authorized and regulated by the Master Association for vehicular use, no vehicles of any kind shall be operated, maintained, repaired or otherwise used on, over or across the other portions of the Master Association Property.

Section 13. Unrestricted Parking. Subject to the provisions of this Master Declaration and the Rules and Regulations of the Master Association, any unrestricted parking areas (including, without limitation, the unrestricted parking areas along a private street) within the Master Association Property shall be available on a first-come, first-served basis to all Owners and their guests and invitees.

Section 14. Compliance With Master Association Documents. All Owners shall comply with all of the Protective Covenants and other terms and provisions set forth in the Master Association Documents. No Owner shall transfer any membership or

interest in the Master Association, except upon the transfer of the Lot or Condominium to which it is appurtenant.

Section 15. Solar Heating Systems. An Owner may install solar heating systems for his Lot or Condominium to heat swimming pools, spas and water heaters. Such systems must comply with applicable zoning regulations, the Uniform Building Code, all City ordinances and must be approved by the Design Review Committee, subject to the provisions of Section 714 of the California Civil Code, as same may be amended from time to time.

Section 16. Antennas. No radio station or shortwave operators of any kind shall operate from any Lot or Condominium or any other portion of the Community, and no exterior radio antenna, "Citizens Band" ("C.B.") antenna, ham radio or other similar radio receiving or broadcasting device of any type shall be erected or maintained in the Community. Additionally, no video or television antenna including a satellite dish, that has a diameter or diagonal measurement of more than one (1) meter shall be installed or maintained in the Community. Any Owner who desires to install a video or television antenna having a diameter or diagonal measurement of one (1) meter or less shall comply with the following reasonable restrictions: (1) apply to and obtain approval for the installation of such antenna from the Design Review Committee; (2) agree to maintain, repair or replace any roof or other Improvements affected by the installation, maintenance or use of such antenna, if required by the Design Review Committee ; and (3) agree to indemnify and/or reimburse the Master Association (or any Sub Association) for any loss or damage caused by the installation, maintenance or use of such antenna. To the extent permitted by law, the Design Review Committee may require a video or television antenna having a diameter or diagonal measurement of one (1) meter or less to be reasonably screened from view of any street and the Master Association Property (or Common Area), as the case may be, provided such requirement does not significantly increase the cost of the video or television antenna system

(including all related equipment), and does not significantly decrease its efficiency or performance. Notwithstanding the foregoing, all restrictions on video or television antennas (including satellite dishes) shall be subject to all applicable federal, state and local laws, including, but not limited to, the Federal Telecommunications Act of 1996.

Section 17. Hazardous Materials. No hazardous waste, substance or material (as defined in any federal, state or local law, ordinance or regulation) shall be stored or permitted upon any portion of the Community, except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies. Without limiting the generality of the foregoing, the Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. In accordance therewith, the Master Association, any Sub-Association and all Owners may not dispose of any hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community in violation of NPDES or any other applicable laws, ordinances or regulations.

Section 18. Leasing. No Owner may rent or lease less than his entire Dwelling nor rent or lease his Dwelling for transient or hotel purposes or for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Master Association Documents, and that any failure by the tenant or lessee to comply with the terms of the Master Association Documents shall constitute a default under such agreement.

Section 19. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Community, nor shall oil wells, tanks or mineral excavations be permitted upon or within the Community. No derrick or other structure designed for use in

boring for oil, water or natural gas shall be erected, maintained or permitted upon the surface of any portion of the Community.

Section 20. Trash. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the Community, except in sanitary containers located in appropriate areas screened and concealed from view. Each Owner shall place all rubbish, trash, garbage, waste and recyclable material in closed containers approved by the applicable Public Agency. No Owner shall permit any odor to arise therefrom so as to render any Lot or Condominium unsanitary, unsightly, offensive or detrimental to any other Lot or Condominium in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots or Condominiums only when set out for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours). If trash bins are located in the trash areas in the Master Association Property, all Owners shall utilize such trash bins for the disposal of their trash. Outdoor fires are expressly prohibited, except in appropriate barbecues or in fire rings approved by the OCFA and the Design Review Committee.

Section 21. Water Softeners. No water softener system of any kind shall be permitted on any Lot or Condominium, unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of all Public Agencies and the Design Review Committee .

Section 22. Sub-Association Use Restrictions. Nothing herein shall prevent any Sub-Association from adopting use restrictions for those portions of the Community within its jurisdiction which are more restrictive than those use restrictions set forth herein; provided however, such restrictions shall in no way modify the provisions of this Article. In the event of a conflict between any use restrictions set forth in a Supplemental Declaration and the use restrictions set forth herein, the use restrictions set forth herein shall control.

Section 23. Duty to Install Landscaping. Unless installed by Declarant or a Merchant Builder, within one hundred eighty (180) days from the Close of Escrow for the purchase of a Production Lot or a Condominium, the Owner of such Production Lot or Condominium shall, at such Owner's own cost and expense, cause his front yard (and exposed side yard in the case of a corner Production Lot or a Condominium) to be fully landscaped in accordance with the plans and specifications approved by the Design Review Committee. Additionally, within two hundred seventy (270) days from the Close of Escrow for the purchase of a Production Lot or a Condominium, the Owner shall, at such Owner's own cost and expense, cause his rear and side yards to be fully landscaped in accordance with plans and specifications approved by the Design Review Committee. The Owner of a Custom Lot shall, at his own cost and expense, cause his front, rear and side yards to be fully landscaped in accordance with plans and specifications approved by the Design Review Committee within the ninety (90) days after the issuance of a certificate of occupancy or other final approval allowing the Dwelling constructed thereon to be occupied. In all cases, all landscaping and other Improvements shall comply with the provisions of the Design Guidelines. Except for any landscaping to be maintained by the Master Association or a Sub-Association, the Owner of a Lot or Condominium shall maintain such landscaping in a neat, clean, safe, sanitary, healthy and attractive condition at all times in accordance with the provisions of the Article herein entitled "Repair and Maintenance."

Section 24. Duty to Construct a Dwelling on a Custom Lot. Each Owner of a Custom Lot (other than Declarant and any Merchant Builder) shall cause a Dwelling to be constructed upon his Custom Lot which complies with the requirements of the Custom Lot Declaration within the time period set forth herein.

(a) Completion of Construction. Subject to extensions of time for "Unavoidable Delay," each Owner of a Custom Lot shall complete construction of the Dwelling upon his Custom Lot in substantial compliance with the plans and

specifications approved by the Design Review Committee within five (5) years after his Acquisition Date. For purposes of the foregoing, construction of the Dwelling shall be deemed "complete" only at such time as such Owner has obtained from the City or other appropriate Public Agency a valid certificate of occupancy or approved final inspection so as to permit human occupancy of the Dwelling.

(b) Acquisition Date. As used in this Section, the term "Acquisition Date" shall mean the date a grant deed is recorded which transfers title to the Custom Lot to such Owner from Declarant, any Merchant Builder or any other person or entity (including, but not limited to, any previous Owner). The Board shall have the right, but not the obligation, in its sole and absolute discretion, to extend the completion of construction deadline prescribed in this Section for any Owner.

(c) Unavoidable Delay. Any prevention, delay or stoppage in the completion of construction of the Dwelling caused by any matter beyond the reasonable control of such Owner (collectively, "Unavoidable Delay") shall extend the completion of construction deadline proscribed in this Section for a period or periods equal to any period of such prevention, delay or stoppage, but not to exceed in the aggregate one year. A matter shall be deemed beyond the reasonable control of such Owner only when the matter would affect any person similarly situated (e.g., acts of God, war, labor strike), but shall not be beyond the reasonable control of such Owner when peculiar to such Owner (e.g., the inability to obtain construction or permanent financing, change in architects, contractors or other consultants or failure to order building materials sufficiently in advance). Nothing herein shall excuse the prompt payment of any and all amounts due from such Owner to the Master Association as required herein or the performance of any act rendered difficult solely

because of the financial condition of such Owner. In no event shall any extension of any period of time for Unavoidable Delay be deemed to have occurred unless such Owner shall have given written notice to the Board within fifteen (15) days of the commencement of the Unavoidable Delay, setting forth the facts giving rise to such delay, the anticipated period of delay and the steps being taken by Owner to mitigate the effects of any such delay. In the event of any such delay, the period of time to exercise the Master Association's rights and remedies shall be commensurately extended.

(d) Rights and Remedies of the Master Association.

In addition to the rights of enforcement set forth in the Article herein entitled "General Provisions," in the event such Owner shall breach his obligations under this Section, after Notice and Hearing, the Master Association shall have the right, but not the obligation, to clear the Custom Lot of all weeds and debris and to landscape and irrigate the Custom Lot at the expense of such Owner, and/or to impose discipline against such Owner (including, but not limited to, the imposition of a Compliance Assessment against such Owner, the suspension of such Owner's voting rights and rights to use the recreational amenities within the Community, and/or the imposition of monetary penalties against such Owner).

(e) Rights of Declarant. Declarant reserves the right to record against any Custom Lot an instrument which establishes, among other things, the obligation on the part of the Owner of such Custom Lot to commence and/or complete construction of a Dwelling thereon within a specified deadline and rights of Declarant to enforce such obligations against such Owner. Any obligation to commence and/or complete construction of a Dwelling and any rights to enforce such obligations established by Declarant in any such recorded instrument are separate and independent from the obligation to complete construction of a Dwelling and the rights of

enforcement by the Master Association set forth in this Section. While the Board of the Master Association under this Section, or Declarant under such other recorded instrument, may in its sole and absolute discretion, grant an extension of its respective required deadline(s), the other may continue to enforce its original deadline(s).

Section 25. Restrictions Concerning Conservation/Long Term Habitat Maintenance Areas. In no event may any Owner or other person park, store, maintain or repair any vehicle or equipment, nor place, dump or otherwise deposit any debris, waste, rubble or construction materials within, adjacent to or near any portion of the Conservation/Long Term Habitat Maintenance Areas. Additionally, the disposal of any cuttings of any ornamental plants in the Conservation/Long Term Habitat Maintenance Areas is strictly prohibited.

Section 26. Compliance with the Environmental Documents. Without limiting the generality of the provisions of the Article herein entitled "Design Review," the Master Association, any Sub-Association and each Owner must comply with, and have their respective contractors comply with the Environmental Documents to the extent applicable to work on their respective property (e.g., Master Association Property, Maintenance Areas, Common Area and/or Lot or Condominium). The requirements set forth in the Environmental Documents apply to pre-construction work (i.e., geotechnical investigations) as well as construction of Improvements (including landscaping) within the Community. Failure to comply with the Environmental Documents may result in delays in the issuance of governmental permits and other penalties imposed by Public Agencies having jurisdiction over such work and/or the Environmental Documents. Notwithstanding any other provisions in this Master Declaration to the contrary, (including, but not limited to, the enforcement provisions set forth in the Article herein entitled "General Provisions"), compliance by the Master Association, any Sub-Association and each Owner with the

Environmental Documents shall be enforced by the respective Public Agencies. The Master Association shall have the right, but not the obligation, to enforce compliance with the Environmental Documents as the Board, in its discretion, deems necessary or appropriate.

Section 27. Compliance with the Best Management Practices. The Master Association, any Sub-Association and each Owner shall maintain its respective structural Best Management Practices and shall perform its respective non-structural Best Management Practices to the extent applicable to their respective property (e.g., Master Association Property, Maintenance Area, Common Area and/or Lot or Condominium).

ARTICLE IX

DESIGN REVIEW

Section 1. Exemptions From Design Review. Declarant and each Merchant Builder shall be exempt from and shall not be obligated to comply with: (i) any of the Design Review provisions set forth herein; (ii) any Design Review provisions of any kind whatsoever which may be adopted by the Board, or by the Master Association; and (iii) any Design Review provisions of any kind whatsoever pertaining to, or adopted by, any Sub-Association. The provisions of this Article may not be amended without the prior express written consent of Declarant so long as Declarant or any Merchant Builder is offering any Lot or Condominium for sale, or so long as Declarant or any Merchant Builder owns any portion of the Annexable Property.

Section 2. Design Review. Except for purposes of proper maintenance and repair, and except as otherwise permitted hereunder, no Owner or Sub-Association shall build, construct, erect, plant or otherwise install any Improvement, without first: (i) submitting appropriate plans and specifications for such Improvement to the Design Review Committee; (ii) obtaining the express written approval of such plans and specifications by the Design Review Committee and by all appropriate Public Agencies;