

Cypress Village

Homeowners Association

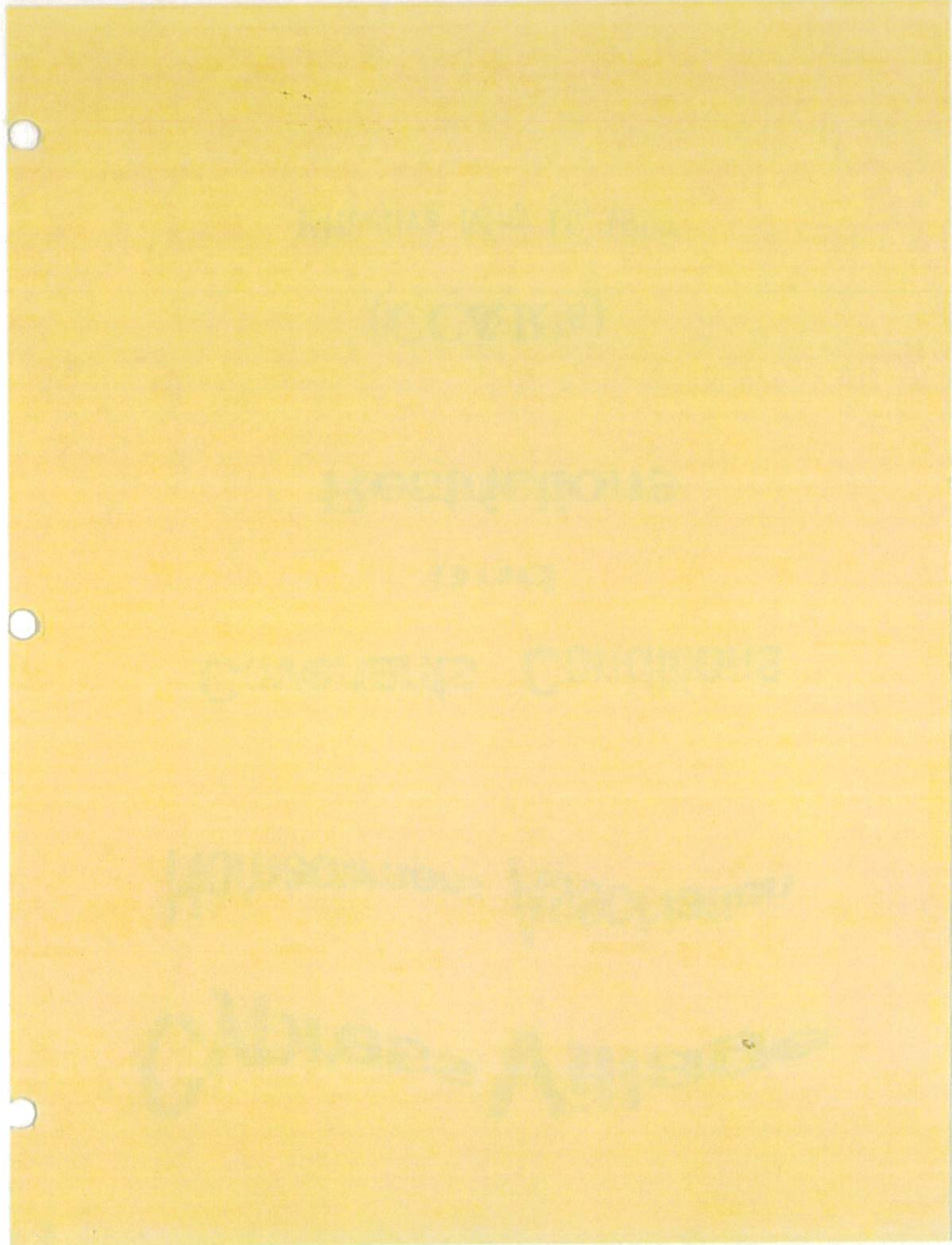
Covenants Conditions

and

Restrictions

(CC&R's)

Effective May 16, 1997



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

Cypress Village Homeowners Association
11355 Matinicus Court
Cypress, CA 90630

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



245.00

19970229263 12:13pm 05/16/97

005 22024014 22 27
A23 49 7.00 144.00 94.00 0.00 0.00 0.00

(Space Above for Recorder's Use)

RESTATED AND AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(TRACT NOS. 8124, 8125, 8126, 8177 and 7793)

This Restated and Amended Declaration of Covenants, Conditions and Restrictions is made this 14th day of May, 1997, by CYPRESS VILLAGE HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation (hereinafter referred to as "Association"), to the Declaration of Covenants, Conditions and Restrictions dated January 11, 1973 and recorded on March 21, 1973 in Book 10603, pages 943, *et seq.*, of the Official Records of Orange County, California (hereinafter referred to as "Declaration").

RECITALS

WHEREAS, the Declaration was recorded March 21, 1973 in Book 10603, pages 943 *et seq.*, Official Records of Orange County, California covering certain real property in the county of Orange, State of California, more particularly described as

Lots 1-196 and Lot A, C and D of Tract 8126 in the City of Cypress, County of Orange, State of California, Recorded in Book 316 Pages 18-22 inclusive of Miscellaneous Maps, in the Office of the County Recorder of said county;

WHEREAS, additional real property has been made subject to the Declaration pursuant to Article VI thereof by:

(A) The recordation on April 16, 1973 in Book 10646, page 699, *et seq.*, Official Records of Orange County, California, of a "First Supplementary Declaration of Covenants, Conditions and Restrictions" covering a portion of said additional real property, said portion being more particularly described as:

1. Lots 1 through 111, inclusive, of Tract 8125, as per map recorded in Book 316, pages 23 to 25, inclusive of Miscellaneous Maps in the Office of the County Recorder of Orange County, California; and

2. Lots B-G of said Tract 8125.

(B) The recordation on December 18, 1973 in Book 11024, page 914 et seq., Official Records of Orange County, California, of a "Second Supplementary Declaration of Covenants, Conditions and Restrictions" covering a portion of said additional real property, said portion being more particularly described as:

1. Lots 1 to 111, inclusive, of Tract 8125, as per map recorded in Book 316, Pages 23 to 25, inclusive, of Miscellaneous Maps in the Office of the County Recorder of Orange County, California; and

2. Lots B-G of said Tract 8125.

(Hereinafter referred to as "Supplemental Declarations"); and

WHEREAS, the Declaration was further amended by the Amendment of the Declaration of Covenants, Conditions and Restrictions as recorded June 11, 1937, in Book 10743, Page 387 of Official Records of Orange County, California; and as amended in the Amendment of the Declaration of Covenants, Conditions and Restrictions as recorded July 6, 1973, in Book 10788, Page 959 of Official Records of Orange County, California; and as amended by the Third Amendment of the Declaration of Covenants, Conditions and Restrictions as recorded September 18, 1973, in Book 10905, Page 761 of Official Records of Orange County, California; and as amended by the Fourth Amendment of Declaration of Covenants, Conditions and Restrictions as recorded November 23, 1973, in Book 11000, Page 127 of Official Records of Orange County, California; and as amended in the Fifth Amendment of the Declaration of Covenants, Conditions and Restrictions as recorded December 13, 1973, in Book 11027, Page 302 of Official Records of Orange County, California (hereinafter collectively referred to as "Amendments");

WHEREAS, on January 14, 1977, in Book 12035, Page 1928, of Official Records of Orange County, California by recordation of a "Blanket - Notice of Assessment - Tract No. 8125, 8126, 8177 and 7793" the following real property was encumbered:

Lots 1 to 196, inclusive of Tract Number 8126 in the County of Orange, State of California, as per Maps recorded in Book 316, Pages 18 to 22, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Said County.

Lots 1 to 111, inclusive, of Tract Number 8125 in the County of Orange, State of California, as per Maps recorded in Book 316, Pages 23 to 25, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Said County.

Lots 1 to 117, inclusive of Tract Number 8177, in the County of Orange, State of California, as per Maps recorded in Book 330, Pages 48 to 50, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County.

Lots 1 to 139, inclusive of Tract Number 7793, in the County of Orange, State of California, as per Maps recorded in Book 327, Pages 21 to 23, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County.

WHEREAS, the Association now desires to restate and amend the Declaration, Supplementary Declarations, and Amendments encumbering real property annexed by the Association and subject thereby in Tract Nos 8124, 8125, 8126, 8177 and 7793;

WHEREAS, this Restated and Amended Declaration of Covenants, Conditions and Restrictions has been adopted and amended pursuant to Article VI, Section 3 of the Declaration by the approval of not less than seventy-five percent (75%) of the Lot Owners;

WHEREAS, a Statement of Names of Owners representing the voting power of the Association pursuant to Government Code 27288.1 is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, the undersigned incorporates the following recitals and hereby declare that the Properties and Lots, as defined below, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such real property and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon the Association, the owners and their successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of such real property. By this Restated and Amended Declaration of Covenants, Conditions and Restrictions, the undersigned, in accordance with the provisions thereof do hereby and fully restate the Declaration, Supplementary Declarations and Amendments as follows:

ARTICLE I

DEFINITIONS

SECTION 1: "Association" shall mean and refer to CYPRESS VILLAGE HOMEOWNERS ASSOCIATION, its successors and assigns.

SECTION 2: "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to 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 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. Provided however, that:

(a) If any portion of the improvements built originally on the lots, including but not limited to roof overhangs and air-conditioning units, on any lot, shall encroach on the Common Area, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Nothing in this provision is intended to permit the construction of any additional improvements or structures by lot owners or their successors in interest that may hereafter encroach on the Common Area, except in those areas designated as exclusive easements referred to in paragraph (b) below; and

(b) Exclusive easements for ingress, egress, patio and landscaping purposes, for the benefit of lots abutting said easements, shall exist over strips of land 5 feet in width within the common area, lot A, lying adjacent to and abutting the northwesterly lines of lots 62 and 80; the southwesterly lines of lots 83, 92, 95, 104, 107 and 116; the northeasterly lines of lots 5, 10 and 24; the southeasterly lines of lots 2, 165, 174, 177, 186, and 189; the northerly lines of lots 27, 36, 39, 48 and 51 and 60; the southerly lines of lots 143, 147, 149, 156, 158 and 162; the easterly lines of lots 10, 11, 20, 122 and 137; and the westerly lines of lots 66, 75, 76, 125 and 134; as shown on Exhibit "B" attached hereto.

SECTION 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common area; provided, however that sideline easements 5 feet in width over that portion of each lot which lies opposite the patio area of the adjacent lot is hereby reserved for the benefit of the adjacent lot owners for purposes of ingress, egress, patio and landscaping. Such easements exist appurtenant to the adjacent lot for the use and enjoyment by the dominant tenement who shall have full responsibility for the upkeep of the easement area. Dominant tenement shall be liable for any damage to the structure to which the easements abut by reason of negligence or willful misconduct. Servient tenements shall have reasonable rights of access over said easement for maintenance of existing improvements located on the land of the servient tenement that abut said easement. Servient tenement shall be liable for any damage to the property of the dominant tenement by reason of negligence or willful misconduct.

ARTICLE II

PROPERTY RIGHTS

SECTION 1: Owner's Easements of Enjoyment. Every owner shall have a right of ingress and egress and of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(B) The right of the Association to suspend the voting rights and to suspend the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association;

(C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded and acceptance by such public agency, authority or utility has been secured as provided by law.

SECTION 2: Delegation of use. Any Owners may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1: Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2: The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Lot owned by such members. When more than one (1) person holds such interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Regular assessments or charges; and
- (2) Special assessments; such assessments to be established and collected as hereinafter provided.

The regular and special assessments, together with applicable late charges, interest, costs of collection, including attorney's fees and costs, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with applicable late charges, interest, costs of collection, including attorney's fees and costs, 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 for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas, maintenance of parkways and medians and of the homes situated upon the Properties.

SECTION 3: Determination of Regular Assessments. The Board of Directors shall authorize and levy the amount of the regular assessment upon each Lot, as provided herein, by majority vote of the Board of Directors. Not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a proforma budget (or summary thereof) of the total income and common expenses of the Association during such year in performing its functions. The Board of Directors may increase the previous fiscal year's regular assessment upon each Lot by not more than twenty percent (20%) without the approval of the members of the Association, and any such increase in excess of twenty percent (20%) shall require approval by the vote or written consent of a majority of a quorum of the members, unless a greater increase is otherwise allowed by law. Each member shall thereafter pay to the Association his regular assessments in installments and at such frequency and in such amounts as established by the Board of Directors.

SECTION 4: Special Assessments. In addition to the regular assessments authorized above, the Association may levy, in any fiscal year, a special assessment which in the aggregate does not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of the members of the Association, and any such increase in excess of five

percent (5%) shall require approval by the vote or written consent of a majority of the members, unless a greater increase is otherwise allowed by law. The special assessment shall be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, and also including but not limited to, earthquake, flood, fire, casualty, liability or other insurance and services related thereto, as well as, including but not limited to all electrical, building, plumbing and other permits required by the City of Cypress. Each member shall thereafter pay to the Association his special assessment in installments and at such frequency and in such amounts as established by the Board of Directors.

SECTION 5: Notice and Quorum for any Action Under Section 3 and 4. Any action authorized under Section 3 or 4 for which a vote of the membership is required shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite majority of the members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

SECTION 6: Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, unless the assessment is one levied pursuant to Article VI, below.

SECTION 7: Effect of Nonpayment of Assessments: Remedies of the Association.

(A) Delinquency. Any assessment provided for herein, which is not paid when due, shall be delinquent fifteen (15) days after it becomes due. With respect to each such delinquent assessment not paid within fifteen (15) days after its due date, the Board of Directors may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Board of Directors, but not to exceed 10% of the delinquent assessment (unless a higher amount is allowed under State law) per each delinquent assessment.

If any such assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest commencing thirty (30) days after the assessment becomes due at the then legal rate, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, interest, and costs of collection, including reasonable attorneys fees and costs. Each Owner vests in the Association and 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.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. The Board of Directors shall determine the dates upon which the assessments are due and/or delinquent within the limits imposed by law.

(B) Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided until after 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, or its representative, in the office of the County Recorder of the County of Orange; said notice of claim of lien 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 interest on the unpaid assessment at the then legal rate, a late charge of no more than ten percent (10%) on the unpaid assessment (or as otherwise allowed by law), plus reasonable attorney's fees and costs, and other expenses of collection in connection with the debt secured by said lien, and the name and address of the claimant.

(C) Foreclosure Sale. Said assessment lien may be enforced by sale by the Association, its attorney, or any other person authorized by the Board of Directors to make the sale. Any such sale provided for above is to be conducted in accordance with the provisions of the Civil Code of the State of California applicable to the exercise of power 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, using as a credit bid the amounts secured by such lien, Association funds, or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

(D) Curing of Default. Upon the timely payment by cash, money order, cashier's check, or other instrument which can be negotiated immediately upon tender or other satisfaction of: (1) all delinquent assessments; (2) all other assessments which have become due and payable with respect to the Lot; and (3) interest, late charges, attorneys fees and costs, and other costs of collection, the Board of Directors, or any other persons designated by the Board, are hereby authorized to file or record, as the case may be, an appropriate release of the notice of lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed a reasonable amount to cover the costs of preparing and filing or recording such release.

SECTION 8: Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which

became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 9: Insurance Proceeds. In the event of destruction or extensive damage to the Common Areas or facilities, it is intended that the insurance proceeds payable to the Association on account of such destruction or damage be used to rebuild or repair the damaged facilities.

SECTION 10: Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the board of Directors or its representative for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 11: No Offsets. All assessments shall be payable in the amount specified by the assessment and no offsets against such amount shall be permitted for any reason.

ARTICLE V

ARCHITECTURAL CONTROL

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 be made, including but not limited to, exterior colors, trim, windows, roofing, patio covers, antennas, exterior lighting and exterior security devices of any kind, until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board and approval received from the City of Cypress in the event that a building permit is required. In the event said Board or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with except that such approval nevertheless shall be secured from the City of Cypress, if necessary.

In the event such work as outlined above is begun, in process, or completed without the required plans and specifications having been approved, the Board of Directors may, after notice and hearing, take any or all of the following actions against the Owner of the Lot where such work was undertaken but not approved: (1) levy a reasonable fine; (2) suspend or condition the right of the Owner to use any recreational facilities owned, operated or maintained by the Association; (3) suspend such Owner's association voting privileges; or (4) record a notice of noncompliance encumbering the Owner's Lot.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1: Enforcement. The Association, or the Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Restated and Amended Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, Architectural Guidelines, and/or any amendments or supplements thereto and/or other governing documents. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2: Notice of Violation and Opportunity for Hearing; Fines. The Board shall have the right, after affording the Owner notice of the violation and an opportunity for a hearing, to take disciplinary action, including but not limited to the imposition of fines, against any Owner for a violation of any provision of the Restated and Amended Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, Architectural Guidelines, and/or any amendments or supplements thereto and/or other governing documents. Should the Board levy a fine on an Owner, said Owner shall reimburse the Association, upon demand, for all expenses (including attorneys' fees) incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board of Directors may levy such amount as an assessment against the Owner for reimbursement. Any fine levied by the Board of Directors pursuant to this section shall be considered an assessment within the meaning of Article IV and may be enforced accordingly.

SECTION 3: Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 4: Amendment. This Declaration may be amended only by the affirmative assent or vote of not less than a majority of the total voting power of the Association at a duly held meeting or by written ballot. Any amendment or modification must be properly recorded with the Orange County Recorder's Office.

SECTION 5: Mortgagee's Protection. No breach of any provision herein contained shall defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but all of the provisions shall be binding upon and shall be effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

SECTION 6: Annexation. Additional real property may be annexed to the Association upon the consent of two-thirds (2/3rds) of the members of the Association.

ARTICLE VII
USE RESTRICTIONS

SECTION 1: Commercial Use. No part of any Lot, or any part of the Properties, shall 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 any nonresidential uses; except when such use has been approved by the Board of Directors and the City of Cypress. The Association shall have the right to provide or authorize such services on the community facilities or for the benefit of the members of the Association.

SECTION 2: Nuisance. 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 Lot, or which shall in any way increase the rate of insurance.

SECTION 3: Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall hereafter be used on any Lot at any time, either temporarily or permanently.

SECTION 4: Animals. No animals, livestock, reptiles, insects or poultry of any kind, shall be raised, bred or kept upon the Properties, 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 numbers deemed unreasonable by the Board. No animals or fowl may be kept on the Lots which in the good faith judgment of the Board or a committee selected by the Board for this purpose, result in an annoyance or are obnoxious to the residents in the vicinity.

SECTION 5: Unsightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from the view of adjoining streets or portions of the Properties. Any fence or screen required by this Section shall comply with any standards established by the Board of Directors, or a committee selected by the Board for this purpose, as to size, color or other qualification for permitted fences or screens.

SECTION 6: Antennae: Association-owned antenna and the amplifiers on the town homes are permitted. No other radio antenna, electronic antenna, satellite dish or device of any type shall hereafter be erected, constructed, placed, maintained or permitted to remain on the properties except as may be permitted as a matter of law and approved by the Architectural Committee of the Association.

SECTION 7: Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

ARTICLE VIII

USE OF LIVING UNITS AND COMMON AREA

SECTION 1: Each living unit shall be improved, used and occupied for private single-family dwelling purpose only.

SECTION 2: No trailer, motor home, commercial truck (other than a private passenger pickup truck), camper, or boat shall be kept or maintained anywhere on the Properties in such a manner as to be visible from neighboring property. No vehicle or boat shall be constructed or repaired upon the Properties, in such a manner as to be visible from neighboring property. No inoperable vehicle shall be stored or allowed to remain on the Properties in such a manner as to be visible from neighboring property. The garages shall be used for parking vehicles only and shall not be converted for living, recreational or business purposes. The Board, may from time to time, adopt a towing policy to enforce compliance hereof. The garage doors shall remain closed at all times except when vehicles are entering or exiting a garage.

SECTION 3: No living unit shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other living units or annoy them by unreasonable noises or otherwise, nor shall any nuisance, or illegal activity be committed or permitted to occur on or in any living unit, or on the Common Areas, or anywhere on the Properties.

SECTION 4: The Owner of the exterior wall of each living unit, which abuts the five (5) foot sideline easement over the portion of each lot which lies opposite the patio area of the adjacent lot is hereby prohibited from cutting any openings in said exterior wall.

ARTICLE IX

PARTY WALLS

SECTION 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Each Owner of a Lot upon which there exists a party wall shall own to the center of such wall.

SECTION 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The Owner of each Lot upon which there is located a party wall shall have a reciprocal nonexclusive easement to each contiguous Lot for the purpose of maintaining said party wall.

SECTION 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any Owner who has this wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners's successors in title.

SECTION 6: Arbitration. In the event of any dispute arising concerning a party wall, under the provision of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

SECTION 1: Current name, addresses and phone numbers of all members of the Board of Directors shall be provided to and maintained with the City Clerk of the City of Cypress.

SECTION 2: Board of Directors shall maintain a current address for receipt of official notices and other correspondence which shall be provided to the City Clerk of the City of Cypress.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the CYPRESS VILLAGE HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation hereby attest that the signatures indicated on Exhibit A hereto consist of and comprise no less than seventy-five percent (75%) of the lot owners in said Association who by said signatures hereby consent to the within "Restated and Amended Declaration of Covenants, Conditions and Restrictions."

Dated: 5/14/97 By: Patricia J. De Rouen PATRICIA J. DE ROUEN
President (Print Name)

Dated: 5/14/97 By: David E. Nell DAVID E. NELL
Vice President (Print Name)

Dated: 5-14-97 By: Tom DiAmico TOM DiAmico
Secretary (Print Name)

Dated: 14 May 97 By: Irwin J. Feldman Irwin J. Feldman
Treasurer (Print Name)

STATE OF CALIFORNIA)SS
COUNTY OF ORANGE)
State of California)
County of Orange)

On 14-MAY-97, before me, Gail Mungenberg, Notary Public, personally appeared, Patricia J. DeRouen, and John D. Smith personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

The capacity claimed by the signer(s) is/are: President-Vice President and Secretary & Treasurer
Signers(s) is/are representing: CYPRESS VILLAGE
HOMEOWNERS ASSOCIATION.

WITNESS my hand and official seal.

Gail Mungenberg
Notary Public

