

the premises, including, but not limited to, zoning ordinances and Lot set-back lines or requirements imposed by any governmental authority.

7.10 Review of Construction Activities By Meadowood Association. In addition to the rights of the Association in this Article VII, architectural control of the Properties is the right and responsibility of the Meadowood Association. Subject to Article X of the Meadowood Declaration, no construction, development, painting, alteration, grading, addition, installation, excavation, modification, decoration, redecoration or reconstruction of an Improvement in the Properties (including the Common Area therein), or any other activity within the jurisdiction of the Architectural Committee of the Meadowood Association ("Architectural Committee") pursuant to the Meadowood Declaration (collectively "Construction Activities") may be commenced or maintained until the plans and specifications therefor showing the nature, design, kind, shape, height, width, color, materials, location and other aspects of the same have been submitted to the Architectural Committee and approved in writing by the Architectural Committee. Construction Activities include the construction, installation, alteration and modification of solar energy systems, as defined in Section 801.5 of the California Civil Code, subject to the provisions of California Civil Code Section 714 and other applicable governmental laws, ordinances and regulations. Owners should consult the Meadowood Declaration regarding requirements and procedures for architectural review. Owners shall be required to obtain the approval of the Architectural Review Committee pursuant to the terms of this Article VII prior to submitting their plans and specifications to the Architectural Committee.

7.11 Amendment to Article VII. So long as Declarant owns any portion of the Properties, this Declaration cannot be amended or modified to change or eliminate the provision of this Article VII without the prior written approval of Declarant, and any attempt to do so shall be null and void.

## ARTICLE VIII

### 8. Maintenance and Repair Obligations.

8.1 Maintenance Obligations of Owners. Each Owner shall, at the Owner's sole expense, maintain, repair, replace and restore all Improvements located on the Owner's Lot and the Lot itself (except for those portions of the Lot, if any, which either the Association or Meadowood Association is obligated to maintain) in a neat, sanitary and attractive condition. In addition, each Owner whose Lot utilizes a private drainage system installed by Declarant or a Merchant Builder is responsible for its maintenance and repair. Each owner whose Lot is bounded by an Association Property Wall shall maintain the interior surface of such Association Property Wall but excluding the structural portion of such Association Property Wall and the top and exterior surfaces thereof. Each Owner whose Lot utilizes a sewer system lateral is responsible for the maintenance and repair of that portion of the lateral which exclusively serves such Owner's Lot. If any Owner permits any Improvement which such Owner is responsible for maintaining, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Declaration, the Board may seek any remedies at law or in equity which it may have. In addition, the Board may, after Notice and Hearing, enter upon such Owner's Lot to make such repairs or to perform such maintenance and charge the cost thereof to the Owner. Said cost shall be a Special Assessment enforceable as set forth herein.

8.2 Maintenance Obligations of Association. After the completion of the construction or installation of the Improvements on the Association Property by Declarant or a Merchant Builder, no improvement, excavation or work which in any way alters the Association Property may be made or done by any person other than the Association or its authorized agents. Subject

to the provisions of Sections 6.3 and 8.4 hereof, upon commencement of Annual Assessments on the Lots in a Phase the Association shall maintain, paint, repair and replace the Association Property and all Improvements thereon in such Phase, including but not limited to, all landscaping, slope plantings, private irrigation systems, sewers, storm drains and parking areas and recreational facilities, in a safe, sanitary and attractive condition and in good order and repair, and shall likewise provide for the commonly metered utilities serving the Association Property. The Board shall determine, in its sole discretion, the level and frequency of maintenance of the Association Property. The Association may add or remove any landscaping Improvements to or from the Association Property and shall ensure that the landscaping on the Association Property is maintained free of weeds and disease. The Association is also responsible for periodically pruning any street trees located on residential lots. The Association is not responsible for the maintenance of any portions of the Association Property which have been dedicated to and accepted for maintenance by a state, local or municipal governmental agency or entity, or which the Meadowood Association is responsible for maintaining. All of the foregoing Association obligations shall be discharged when and in such manner as the Board shall determine in its judgment to be appropriate.

The Properties are subject to all Federal, State and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. Pursuant to NPDES General Permit No. 8-30S303637 adopted by the State Water Resources Control Board and the Orange County NPDES Storm Water Permit Program, Drainage Area Management Plan ("DAMP"), the County has adopted a Water Quality Management Plan for the Properties ("Water Management Plan") which identifies certain Best Management Practices ("BMP") to reduce the discharge of pollutants to storm water facilities. In performing its maintenance obligations pursuant to the Restrictions, the Association shall comply with all DAMP and Water Management Plan BMP requirements, as amended.

8.3 Party Walls. Each wall or fence which is placed on the dividing line between the Lots (the "Party Wall") is a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions apply thereto.

8.3.1 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of the Lots connected by such Party Wall. However, each Owner shall be solely responsible for repainting the side of any Party Wall facing his Lot.

8.3.2 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner whose Lot is affected thereby may restore it, and the Owner of the other Lot which is affected thereby shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

8.3.3 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the land and passes to such Owner's successors in title.

8.4 Damage to Association Property by Owners. The Board may levy the cost of any maintenance, repairs or replacements by the Association within the Association Property arising out of or caused by the willful or negligent act of an Owner, his tenants, or their families, guests or invitees as a Special Assessment against such Owner after Notice and Hearing.

8.5 Damage to Dwelling Units-Reconstruction. If all or any portion of any Lot or Dwelling Unit is damaged or destroyed by fire or other casualty, the Owner of such Lot shall rebuild, repair or reconstruct the Lot and the Dwelling Unit thereon in a manner which will restore them substantially to their appearance and condition immediately prior to the casualty or as otherwise approved by the Architectural Review Committee pursuant to Article VII hereof and the Architectural Committee created in Article VIII of the Meadowood Declaration. The Owner of any damaged Lot or Dwelling Unit and the Architectural Review Committee and the Architectural Committee shall proceed with all due diligence, and the Owner shall cause reconstruction to commence within three (3) months after the damage occurs and to be completed within nine (9) months after damage occurs, unless prevented by causes beyond such Owner's reasonable control. A transferee of the Lot which is damaged or upon which is located a damaged Dwelling Unit shall commence and complete reconstruction in the respective periods which would have remained for the performance of such obligations if the Owner of the Lot at the time of the damage still held title to the Lot. However, no such transferee may be required to commence or complete such reconstruction in less than thirty (30) days from the date such transferee acquired title to the Lot.

8.6 Inspection. The Board shall have the Association Property and all Improvements thereon inspected at least once every three (3) years in order to (a) determine whether the Association Property is being maintained adequately in accordance with the standards of maintenance established in Section 8.2 hereof, (b) identify the condition of the Association Property and any Improvements thereon, including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair, and (c) recommend preventive actions which may be taken to reduce potential maintenance costs to be incurred in the future. The Board may employ such experts and consultants as necessary to perform the inspection and make the report required by this Section.

The Board shall have a report of the results of the inspection required by this Section prepared. The report shall be furnished to Owners within the time set forth for furnishing Owners with the Budget. The report must include at least the following:

- (a) a description of the condition of the Association Property, including a list of items inspected, and the status of maintenance, repair and need for replacement of all such items;
- (b) a description of all maintenance, repair and replacement planned for the ensuing Fiscal Year and included in the Budget;
- (c) if any maintenance, repair or replacement is to be deferred, the reason for such deferral;
- (d) a summary of all reports of inspections performed by any expert or consultant employed by the Board to perform inspections;
- (e) a report of the status of compliance with the maintenance, replacement and repair needs set forth in the inspection report for preceding years; and
- (f) such other matters as the Board deems appropriate.