

Treasure Island Specific Plan (TISP) SINGLE FAMILY HOMES

THE LAGUNA BEACH COLONY
RESIDENTIAL DESIGN GUIDELINES AND MAINTENANCE REQUIREMENTS

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EXHIBIT G

RESIDENTIAL DESIGN GUIDELINES
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EXHIBITS

- Exhibit 1 Lotting Key Plan & Individual Lot Plans 1 14
- Exhibit 2 Roof Height Envelopes (Lots 12, 13 & 14)
- Exhibit 3 Side Yard Wall Section/Elevation
- Exhibit 4 Rear Side Yard Fence Section/Elevation
- Exhibit 5 Approved Materials and Colors
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- Exhibit 7 Rear Yard View Easement - Restrictions

1 Introduction

These Laguna Beach Colony Residential Design Guidelines and Maintenance Requirements ('Guidelines') apply to all of the Estates Lots, the Residential Common Area and the Villas Parcel (including the Villas Condominium) located in The Laguna Beach Colony, Laguna Beach, California community Capitalized terms that are used but not defined in these Guidelines shall have the meanings given to them in the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of the Laguna Beach Colony Destination Resort Community (as amended from time to time the 'Master Declaration')

The purpose of these Guidelines is to promote harmonious design to protect and enhance property values, and to ensure that the overall planning philosophy of the community is carried out as each residence is designed, constructed, and maintained These Guidelines act first as an information source to Estates Homeowners the Estates Association, Villas Homeowners, the Villas Association, builders architects and developers and second as a regulatory mechanism to ensure that all residential development in the community is completed and maintained in a prescribed manner consistent with the intent and spirit of the Coastal Development Permits for the community

The philosophy of The Laguna Beach Colony entails a sensitive integration and blending of a California resort lifestyle, people and architecture with the developed environment into a harmonious and aesthetically pleasing community Emphasis will be given to development that harmonizes and compliments the natural environment rather than dominating it Accordingly significant alteration or development of the topography is not permitted so as to avoid disruption of the aesthetics and overall unity of The Laguna Beach Colony

The Laguna Beach Colony Design Review Committee (DRC) administers these Guidelines The purpose of the DRC is to evaluate each proposed design for appropriateness to the Estates Lots, the Residential Common Area and the Villas Parcel and for compliance with these Guidelines The DRC s role is one of assistance, helping the Estates Homeowners, the Estates Association, the Villas Homeowners and the Villas Association (and their builders and design teams) to maximize the architectural and living experience at The Laguna Beach Colony

It is strongly urged that Estates Homeowners interested in building residences at The Laguna Beach Colony have their California State licensed architects landscape architects and builders contact a DRC representative prior to commencing the design for a residence so that these professionals may gain a more complete understanding of these Guidelines

Following the DRC review proposals for development subject to these Guidelines will also be subject to the City s Design Review process as set forth in Section 25 05 040 of the City of Laguna Beach Municipal Code These Guidelines represent the maximum

allowable development permitted. The actual development allowed by the City is subject to final City Design Review Board (CITY DRB) approval.

2 Use and Site Development Restrictions and Requirements

Each Estates Lot, the Residential Common Area and the Villas Parcel (including the Villas Condominium) shall at all times comply with all applicable laws and with all of the provisions of the Master Declaration.

Each Estates Homeowner, the Estates Association, each Villas Homeowner and the Villas Association is responsible for ensuring that its California State licensed architect, landscape architect, engineer, general contractor and all subcontractors comply with and observe each of the applicable provisions of these Guidelines, however, in the event of any conflict between or among the provisions of these Guidelines and the provisions of the Master Declaration or applicable law, the provisions of the Master Declaration or applicable law shall control.

2.1 Utilities

- I Utility services serving a specific Estates Lot shall be confined to such Estates Lot and/or the public utilities easement (PUE) at the front of each Estates Lot in a completely underground distribution and/or collection system. Utility services serving the Villas Parcel shall be confined to the Villas Parcel and/or the PUE at the front of the Villas Parcel in a completely underground distribution and/or collection system.
- II Meters and service panels shall be screened from view from adjacent Estate Lots, the Villa Parcel (in the case of any meter or panel on an Estates Lot or the Residential Common Area), the Residential Common Area (in the case of any meter or panel on an Estates Lot or the Villas Parcel), the Resort Center Parcel and the Common Maintenance Area.

2.2 Individual Estates Lot Plans

- I The DRC will, upon request of an Estates Homeowner, provide plans (Lot Plans) for the Estates Lot owned by such Estates Homeowner (see Exhibit 1 attached hereto as a sample). The Lot Plans will include:
 - Utility easements
 - Final pad elevations
 - Buildable area of the Estates Lot
 - Maximum building footprint
 - Building setbacks
 - Restricted landscape easements
 - Building height limits
 - Building height zones

- Landscape height restrictions
- II The Estates Homeowner shall examine the Lot Plans, arrange for subsurface soil investigation and design and construct any structure in accordance with such Lot Plans. Each Estates Homeowner is advised to obtain a comprehensive soils report and property survey prior to commencing construction upon such Estates Lot. The bedrock may exist at shallow depths at some locations.
- III Neither the Declarant nor the DRC makes any representation regarding, or assumes any responsibility for the accuracy of the information set forth in the Lot Plans. All such information is approximate and subject to verification by the Estates Homeowner.

2.3 Utility Easements

No structures, roof eaves or overhangs shall be placed on, below or above any utility easement without the prior written consent of the DRC and, if applicable, the prior written consent of the entity utilizing the easement or to which the easement has been granted.

2.4 Grading

- I Each Estates Homeowner, the Estates Association and the Villas Association shall accept the condition of his or her Estates Lot, the Residential Common Area or the Villas Parcel, as applicable in an "as is" condition. All subsequent grading work performed by any Estates Homeowner, the Estates Association or the Villas Association shall be in strict compliance with grading plans approved by the DRC and the City.
- II During the initial development of the Estate Lots, each Estate Lot was provided with temporary irrigation and turf coverage that will be maintained by the developer of the Estates Lots (the Declarant) until the first sale of such Estates Lot to a party other than the Declarant. Upon the close of escrow of such sale, the purchaser of the Estates Lot shall become responsible for maintaining, mowing, weeding and watering the established turf on such Estates Lot in accordance with the requirements of these Guidelines. Such purchaser shall, within thirty (30) days after such closing, modify the irrigation system for such Estates Lot by disconnecting such system from the common area irrigation system and providing separate water service for the irrigation system for such Estates Lot. Such purchaser shall coordinate establishment of separate water service for the irrigation system for such Estates Lot with the Declarant so as not to disrupt services to other Estates Lots.
- III It is the specific intent of these Guidelines to restrict any alteration of the pad grades of the Estates Lots and the Villas Parcel as initially established.

by Declarant, as such grades interface with adjoining properties, streets, slope areas and drainage areas

IV Cut and fill slopes shall be no steeper than a 2:1 slope ratio

2.5 Lot Drainage

It is the intent of The Laguna Beach Colony to implement code compliant drainage measures throughout the entire community. This will require the Estates Homeowners, the Estates Association, the Villas Homeowners and the Villas Association to adopt the same environmentally sensitive approach and awareness to water quality. The Estates Homeowners, the Estates Association, the Villas Homeowners and the Villas Association, together with the Resort Hotel, will play a major role in keeping the surrounding coastal waters clean and safe for all to enjoy.

The following will be required of each Estates Homeowner, the Estates Association and the Villas Association:

- I Each such party shall be responsible for keeping surface drainage from the property owned or controlled by such party connected with the defined points of drainage of such property for area drain collection. In no circumstances shall drainage from any property owned or controlled by such party be allowed to flow onto adjacent properties, streets or common areas.
- II Storm water generated on each property owned or controlled by such party shall be disposed of via an approved underground drainage system on such property.
- III All storm water and drainage must be disposed of using the guidelines established in the Laguna Beach Colony Water Quality Management Plan (WQMP) and the WQMP Implementation Program. The DRC will, upon the request of an Estates Homeowner, provide copies of such plan and program to such Estates Homeowner.
- IV All storm water and drainage will be disposed of using Laguna Beach Colony CDP Best Management Practices (BMPs) and the established requirements of the State Storm Water Pollution Prevention Plan (SWPPP). The DRC will, upon the request of an Estates Homeowner, provide copies of such practices and plan to such Estates Homeowner.

2.6 Fire Hazard

Each Estates Lot, the Residential Common Area, each Villas Unit and the common area of the Villas Condominium and all improvements located thereon shall be maintained in good condition and repair and in such manner as

to not create a fire hazard, all at the expense of the party that owns (in the case of the Estates Lots and the Villas Units) or controls (in the case of the Residential Common Area and the "common area" of the Villas Condominium) such property and/or improvements. If any such party fails to comply with the provisions of this Section 2.6, the Estates Association (with respect to the Estates Lots), the Villas Association (with respect to the Villas Units) and the Resort Center Parcel Owner (with respect to the Estates Lots, the Residential Common Area, the Villas Units and the "common area" of the Villas Condominium) shall have the rights under the applicable provisions of the Master Declaration or the declarations of covenants and restrictions relating to the Estates Lots or the Villas Condominium to perform (or cause to be performed) such work as is appropriate to cure such failure and to assess the cost of such work against the property involved.

2.7 Play Structures

Play structures, if allowed by the DRC, shall be adequately screened by landscaping or other acceptable architectural means approved by the DRC. No play structure on any Estates Lot shall encroach into or block previously established rear yard view lines (as described in Section 2.8 below) of adjacent Estates Lots. Permanently affixed or portable basketball backboards and other similar recreational equipment shall not be permitted in (1) front or side yards of Estates Lots (such equipment may, with the DRC's approval, be placed in side or rear yards of Estates Lots) or (2) on any portion of the Villas Parcel. The types and locations of any portable basketball backboards or other similar recreational equipment allowed by this Section 2.7 shall be approved by the DRC.

2.8 Rear Yard View Lines

The improvements on an Estates Lot shall not obstruct the view lines across the rear yard of such Estates Lot within an area defined by a 45-degree angle from the side property line of each adjacent Estates Lot running to the rear property line (see Exhibit 7 attached to these Guidelines) of the improved Estates Lot. The apex of the angle shall start at the intersection of the side property line with a line drawn from the corner of the building setback line for the adjacent Estates Lot. Within the view line area, no improvement other than landscaping may be installed, excepting hard surface improvements that project not more than eighteen (18) inches above the original graded pad elevation. Landscaping (excluding that installed by the Resort Parcel Owner, the Estates Association and/or the Villas Association) within the rear yard of an Estates Lot shall not exceed three (3) feet in height at maturity, and shall be so maintained by the Estates Homeowner.

3 Architectural Standards

3.1 Architectural Character

The architectural style of The Laguna Beach Colony draws its inspiration from the work of Greene and Greene Bernard Maybeck and other creative architects or designers who worked in California in the early 1900's. The desired architectural character is one of historic charm that is achieved through the use of natural appearing materials, complimentary colors, and ornamentation that is derived from traditional California Craftsman and Bungalow design themes and motifs.

Elements of buildings that have been designed and initially constructed on the Resort Parcel (including the Resort Hotel) and the Villas Parcel (including the Villas Condominium) shall serve as examples for the desired architectural character for each of the custom residences on the Estates Lots.

Buildings shall have predominately pitched shingled (see Exhibit 5' attached to these Guidelines for allowed materials and colors) roofs with deep overhangs shading walls and generously sized door and window openings. Roof pitches may range from 3 5 12 to 8 12. Pitches ranging from 3 5 12 to 5 12 are generally preferred. Any pitches in excess of 5 12 shall be limited to architectural accents only. Flat roofs shall not exceed 5% of the roof area in plan view without approval by the DRC and shall not exceed 10% of the roof area in plan view under any circumstances.

The DRC shall prohibit other architectural styles, without liability or limitation when the architectural character of a building is not harmonious with and/or detracts from the intended architectural character of The Laguna Beach Colony.

3.2 Buildable Area – Estates Lots

The maximum buildable area (Buildable Area) and the minimum building setbacks for an Estates Lot will be as depicted on the Lot Plans for that Estates Lot. The restrictions shown on the Lot Plans for a given Estates Lot may be more restrictive than the City of Laguna Beach R-1 (Residential Low Density Zone) zoning standards that apply to that Estates Lot.

Eaves and architectural projections may encroach into setbacks in accordance with applicable City of Laguna Beach zoning ordinances. The minimum setbacks indicated on the Lot Plan for an Estates Lot, such as for sub-grade levels, may be more restrictive than the general setbacks established by the applicable City of Laguna Beach zoning ordinances. Except for garden and retaining walls and fences, all vertical improvements (except for eave and architectural projections permitted by the applicable City of Laguna Beach zoning ordinances) shall be confined solely to the Buildable Areas of each Estates Lot, and shall not be located in or encroach on any setback areas or the view lines described in Section 2.8 above.

3.3 Building Footprint - Estates Lots

For the purposes of these Guidelines, the term "Building Footprint", as applied to Estates Lots, shall mean the area of the Estates Lot, within the Buildable Area covered by the horizontal areas included within the exterior face of exterior walls of all structures (including garages) on the Estates Lot. Encroachments for eave and architectural projections into setback areas may be permitted as allowed by the applicable City of Laguna Beach zoning ordinances.

3.4 Building Footprint Coverage - Estates Lots

The Building Footprint coverage for the structures (including garages) on an Estates Lot shall not exceed 44% of that Estates Lot. Eaves and architectural projections shall not be included in the calculation of the Building Footprint. If two or more Estate Lots are purchased together with the intention of building on the combined Estates Lots, the City DRB may consider the potential effects of the increased massing during its review of the Coastal Development Permit for the construction of a residence on such combined Estates Lots.

3.5 Building Envelope - Estates Lots

- I A Building Envelope or a three dimensional volume of space has been established for each Estates Lot. The Building Envelope defines building height and setback limitations, and is shown on the Lot Plans for such Estates Lot (see Exhibits 1 and 2 attached to these Guidelines). Building Envelope designations are based on setback considerations, view planes and other site planning and design criteria and are subject to City DRB review and approval.
- II All parts of the building (as specified and described in the applicable City of Laguna Beach zoning ordinances) on an Estates Lot shall be designed to fit within the allowable Building Envelope given for that Estates Lot.

3.6 Building Height - Estates Lots

The maximum building height for each Estates Lot shall be eighteen (18) feet above the graded pad elevation originally established by the Declarant. Estate Lots 11 and 12 have additional zones of sixteen (16) feet height limitations. Actual building heights shall be measured to the uppermost face of the finish roof material (shingles and/or ridge caps). Only single story houses (above the finished pad elevation) shall be permitted. On grade walkout basements are prohibited. Exterior light wells, exiting stairs and enclosures shall be contained within the allowable Building Envelope.

All Estates Lots shall have roof heights at the common side yard setback line so as not to exceed twelve (12) feet in height as measured from the graded pad elevation originally established by the Declarant. The maximum roof height plane shall be projected at an angle of 45 degrees (1:1) until it intersects the maximum roof height envelope. In no case shall any elements other than

fireplace chimneys and plumbing vents, project beyond the maximum allowable height. In no case shall chimneys and plumbing vents be higher than two (2) feet above the maximum allowable roof height envelope. Roof heights and placement of projecting elements are subject to DRC and City DRB review and approval. Placement of such projecting elements shall be located as to minimize the impact on ocean views from higher Estates Lots and/or the Villas Parcel.

3.7 Minimum Dwelling Size – Estates Lots

Each single family detached dwelling constructed upon an Estates Lot shall have a minimum of three thousand (3,000) gross square feet of enclosed living area, exclusive of garages, exterior storage areas, decks and patio areas.

3.8 Parking – Estates Lots

Each single family detached dwelling constructed upon an Estates Lot shall include a garage for at least two (2) cars containing not less than four hundred (400) square feet of parking area under roof (measured to the inside face of walls) which may be attached to or detached from the dwelling. Single-family detached dwellings with four (4) or more bedrooms will be required to have a three car garage and one (1) additional on site parking space. Per the applicable City of Laguna Beach zoning ordinances, additional parking may be required. ~~Tandem parking is not allowed for the City required minimum parking spaces.~~ All garages shall be fully enclosed with power-operated garage doors. Carports shall not be permitted. The use of single car-width sectional or swing type garage doors shall be required to preserve the scale of craftsman style architecture. Architectural projections constructed for the purpose of recessing garage doors may encroach into the building setback.

the space can be tandem & in front or side yard setback

3.9 Roof Materials, Pitch and Overhang – Estates Lots

- I Roof materials shall be in compliance with the applicable City of Laguna Beach zoning ordinances, and shall be of types and colors compatible with the Resort Hotel and Villas Condominium (see Exhibit 5 attached to these Guidelines)
- II Flat roofs shall be avoided but if necessary shall be limited to five (5) percent of the overall roof area as measured in plan view. This limit may be increased to ten (10) percent with approval by the DRC.
- III Roof overhangs are encouraged and may extend into the building setback areas (except for portions of Lots 7 and 8 within the view corridor easement area (the View Corridor Easement Area) shown on the recorded map for Tract No. 15497) as approved by the DRC and in accordance with Laguna Beach Municipal Code Section 25.50.008.

3.10 Building Surfaces

Articulation of exterior wall planes is encouraged to soften their appearances and reduce mass. Articulation should be achieved by utilizing various architectural elements including

- Projections and recesses to provide shadows and depth
- Exposed structural elements of roof including beams and rafter tails
- Sun shading devices such as trellises
- Staggering of wall planes
- Articulated doors, windows and wall openings
- Avoiding large unbroken wall and roof surfaces

Building awnings shall not be permitted

3.11 Exterior Lighting

Exterior lighting should be designed and installed in a manner that avoids exposure of drivers or pedestrians to direct light sources and shall be limited to lighting needed for safety, aesthetic and landscape purposes. Landscape and exterior lighting shall be minimized in order to eliminate the halo effect, which would impact night ocean views. Indirect downlighting, backlighting, and use of Craftsman style gaslights are encouraged.

Colored (non-white) lights, high intensity discharge exterior lights, flashing lights, exposed bulbs and flood lamps on walls and roof eaves shall not be permitted.

3.12 Exterior Speakers

The installation of permanent exterior speakers is subject to DRC approval and shall meet City noise standards.

3.13 Driveways

Pavement material shall be approved by the DRC. Recommended materials are textured concrete, patterned concrete, brick or stone pavers. Asphalt shall not be allowed as a driveway material.

3.14 Air Conditioning Systems and Mechanical Equipment

- I Mechanical equipment on any Estates Lot shall be located within the Buildable Area (not setback areas) for such Estates Lot, unless specifically approved by DRC, and shall be screened from adjacent Estates Lots, the Villas Condominium, the Resort Center Parcel and public view.
- II The placement of exposed mechanical equipment on any roof is prohibited.

- III Mechanical equipment shall be placed behind walls or in enclosures for sound attenuation and visual screening Plumbing and HVAC vents shall be hidden behind ridges, whenever practical Vents and chimneys shall be designed to be consistent with the architecture of the building
- IV The level of sound or noise emanating from air-conditioning or other mechanical equipment, including swimming pool equipment, shall not exceed reasonable levels at any point on the property line of the property on which the air conditioning or other mechanical equipment is located
- V If the noise mitigation measures proposed by an applicant seeking DRC approval of air-conditioning or mechanical equipment are deemed by the DRC to be insufficient the DRC may request more information justifying the adequacy of the proposed measures or the incorporation of additional or different measures
- VI Notwithstanding any approval of air conditioning or other mechanical equipment by the DRC if complaints about such air-conditioning or other mechanical equipment occur after start-up, the DRC may without liability or limitation restrict or prohibit the operation of any air conditioning or other mechanical equipment found to be generating property line noise levels exceeding reasonable levels until additional or different noise mitigation measures are approved in writing by the DRC and implemented
- VII Satellite antennas shall be hidden from view from the street and/or other public views Satellite antennas over eighteen (18) inches in diameter shall be prohibited unless otherwise approved by the DRC Exposed surface wiring for satellite antennas shall be prohibited
- VIII Placement of solar panels must be reviewed and approved by the DRC and shall be prohibited unless screened from view from adjacent properties

3 15 Swimming Pools and Water Features

- I Swimming pools and water feature designs must be approved by the DRC Swimming pools and water features initially installed on an Estates Lot shall be reviewed and considered by the DRC in connection with the DRC s review and approval of the initial landscaping for that Estates Lot Swimming pools shall have a minimum five (5)-foot setback from property lines per City R 1 standards Trellises and terraces associated with swimming pools and water features may encroach into building setbacks per applicable City of Laguna Beach zoning ordinances Waterfalls and rock features shall not exceed four (4) feet above the building pad elevation and shall not be located in view plane areas or

closer than three (3) feet to side property lines or five (5) feet to rear property lines

- II The housing of swimming pool equipment shall be enclosed and screened from view from other properties in the Laguna Beach Colony. Pool equipment rooms shall be sound treated to not exceed 40db, as stated in the applicable provisions of the City of Laguna Beach Municipal Code and shall be contained within the applicable Building Envelope or in below-grade enclosures
- III Consideration shall be given to minimizing the noise impact of waterfalls, fountains and/or water features on neighboring properties

3 16 Refuse/Recycling Storage

Refuse/recycling receptacles must be covered and screened completely from view from other properties in the Laguna Beach Colony, by landscaping or other screening materials that are compatible in design and color with the main structure. Incorporation of refuse/recycling storage spaces into the garage or the main building structure with direct access to the exterior is highly encouraged.

3 17 Exterior Materials/Color

- I Allowable materials include shingles, stone, board and batten or shiplap siding in each case as approved by the DRC. All wood siding shall be paint quality or better. Samples of the siding material shall be submitted to the DRC as part of the final plan application. All exterior wall finishes shall be continued to within 6 inches of the ground.
- II No vinyl, pre-finished metal siding, plain surfaced or grooved plywood panels, composite or press wood siding shall be permitted.
- III Exterior colors and materials shall be compatible with those initially installed on the Resort Hotel and Villas Condominium buildings (see Exhibit 5 attached to these Guidelines), and must be approved by the DRC.
- IV Highly reflective finishes shall not be permitted.

3 18 Fences, Walls and Enclosures - Estates Lots

- I Estates Lot property line fences and walls shall be similar to those as designed (see Exhibits 3 and 4 attached to these Guidelines) for the Resort Hotel, shall be constructed per these designs and shall not be altered. The fences on Lots 7 and 8 that are within the View Corridor Easement Area shall be constructed and landscaped so that when the

landscaping grows to a mature height the fences are not visible from the adjacent portions of the view corridor

Any wall, pilaster or fence installed in connection with the original development of the Estates Lots shall not be relocated removed or altered without DRC approval. The first Estates Homeowner to begin construction next to a vacant Estates Lot shall be required to construct the common property line fencing and walls along the property line of such vacant Estates Lot. The Estates Homeowner of the adjacent Estates Lot shall be required to reimburse the constructing Estates Homeowner for one half of the documented construction cost of the fencing and/or the wall excluding the face finish materials on the constructing Estates Homeowner's side. The vacant Estates Lot side of the fence or wall shall be finished in one of the approved fence or wall materials listed in Exhibit 3 attached to these Guidelines (with texture and color as approved by the City DRB) with stone pilasters the cost of which the Estates Homeowner of the vacant Estates Lot shall be required to reimburse to the constructing Estates Homeowner at time of purchase of the vacant Estates Lot.

- II Construction of the masonry walls and fencing separating Estates Lots or separating an Estates Lots from another property shall be in accordance with Exhibits 3 and 4 attached to these guidelines
- III Additional restrictions relating to front yard fencing and walls are described under City of Laguna Beach Zoning Ordinance 25 50 012 and Section 4 of these Guidelines
- IV Retaining walls and foundations of more than three (3) feet in height and retaining walls and foundations placed upon embankments of filled areas, shall be designed by an architect or civil or structural engineer duly registered as such by the State of California
- V All walls shall be constructed of concrete or concrete block compatible with the character of the corresponding residence. All exposed surfaces shall be finished with wood shingles, stone veneer, brick, or other masonry materials as approved by the DRC
- VI Non perimeter fences or enclosures shall be permitted wherever appropriate. Any such fence or enclosure shall be of a design and have a high quality finish, approved by the DRC. Such fences or enclosures shall not exceed five (5) feet in height unless approved by the DRC. Such fencing and enclosures shall be designed to be equally attractive from both sides. The use of a plain board or chain link fencing shall not be permitted

VII Improvements next to property line walls or fences shall be designed so as not to reduce the effective height of such walls or fences (for adjacent property security reasons)

3 19 Laundry Facilities and Service Areas

Laundry facilities and any service or utility area shall be screened from view from other properties and roadways at the Laguna Beach Colony Outdoor clotheslines shall be prohibited

3 20 Skylights

Skylight location and designs must be approved by the DRC The DRC reserves the right to deny the right to use any skylight that it determines to be in conflict with its design criteria, or has light impact on neighbors during non-daylight hours

3 21 Roof Decks/Observation Platforms

Roof decks and observation platforms shall not be permitted

3 22 Improvements on Rear Slopes – Estates Lots

- ✓ Pools and patio decks may extend into the existing rear slopes of Estates Lots (from top of slope line) by five (5) feet by the construction of a stone clad masonry retaining wall or pool bond beam not exceeding thirty (30) inches in height above the 2 1 existing slope grade Enclosed pool equipment may be recessed into the rear slope area Such enclosures shall be of stone clad masonry A lattice screen top shall be used to screen any such pool equipment from view from adjacent and upper Estates Lots the Residential Common Area the Villas Parcel and the Resort Center Parcel Stone clad masonry and wall caps must match the adjacent site walls originally installed by the Declarant

4 Landscape Standards

4 1 Overall Landscape Concept

The landscape standards for The Laguna Beach Colony are based on the landscape of Laguna Beach an eclectic, colorful informal composition of landscape materials reflecting the character of this unique region of California

The landscape of The Laguna Beach Colony can be characterized as a collection of coastal gardens with a variety of themes and levels of detail The greatest focus of the landscape is associated with the Resort Hotel grounds and radiates outward from those grounds diminishing in detail and intensity with increasing distance from the Resort Hotel The nature of the plantings ranges from the

highly ornamental as a part of the Resort Hotel grounds and residences, to the native/naturalized as a part of the bluff trail and public park areas

Landscape elements are arranged in natural patterns. Plant materials are arranged informally with an almost random appearance but with a cohesive design. Within coastal areas, planting consists primarily of native/naturalized salt tolerant species that are naturally occurring.

Tree species are selected to frame views, provide scale to buildings and soften their overall appearance. Tall trees are used to soften higher buildings and are selectively massed to block undesirable views. Medium canopy trees are used along pedestrian promenades and near lower scale buildings. These smaller trees allow views from other buildings while creating shade for pedestrians. In many areas, small trees and tall palms may be used to create open, minimally restricted views towards the sea.

On the side of each building where ocean views are already impacted, large canopy trees, massed upright trees and dense shrubs provide shade, privacy, coolness and a sense of enclosure. This shaded environment should appear as if buildings had been dropped into the landscape rather than plantings having been added to architecture.

4.2 Design Considerations

Specific functional landscape design considerations include the following:

- Proper arrangement of plant materials to reduce and absorb unpleasant sound, smells, and dust, and to create a pleasant microclimate.
- Respect for the ultimate growth of plants and their sensitivity to the site.
- Screening of objectionable views of service areas, adjacent property, and the preservation of privacy.
- Consideration for the amount and type of maintenance required and the ease of care for the general landscape.
- Selection and placement of plant materials to frame views but not to obstruct views from other portions of the Laguna Beach Colony.

4.3 Landscape and Use Restrictions

Pursuant to the Master Declaration, the Resort Center Parcel Owner will install and maintain the landscape elements on Lots 7 and 8 that are within the View Corridor Easement Area. The plant materials specified within these easement areas have been selected to serve several purposes:

- To preserve pedestrian views to the bluff edge and Pacific Ocean through the view corridor experience
- To ensure the selection of plant material to be reflective of the maximum height of eighteen (18) feet above the finished pad heights for Lots 7 and 8
- To provide screening of the residences on Lots 7 and 8 from the pedestrians along the view corridor
- To provide screening of the pedestrian activity from the residences on Lots 7 and 8

The specified palette of plant materials for the view corridor portion of Lots 7 and 8 provides a composition of materials, which will allow for a layering of screening from the low hedge materials to the tree species

Plant Materials

Botanical Name	Common Name
<u>Trees</u>	
Platanus racemosa	California Sycamore
Metrosideros excelsus	New Zealand Christmas Tree
<u>Shrubs</u>	
Arbutus unedo	Strawberry Tree
Rhapholepis "Majestic Beauty"	India Hawthorne
Agave Attenuata	Foxtail Avave
Aloe arborescens	Tree Aloe
<u>Palms</u>	
Washingtonia robusta	Mexican Fan Palm
<u>Groundcovers</u>	
Myoporum 'Pacificum'	Myoporum
Baccharis pilularis	Dwarf Coyote Bush

Maintenance

The Resort Center Parcel Owner will maintain the landscape elements within the View Corridor Easement Area as required by the Master Declaration. This maintenance will preserve views and be done on a regular basis consistent with the surrounding Resort Hotel grounds in accordance with the approved landscape and structural maintenance manuals described in the Master Declaration.

Nothing but approved landscaping and fencing installed by the Resort Center Parcel Owner shall be allowed within the portions of Lots 7 and 8 that are within the View Corridor Easement Area

4.4 Landscape Plans

Landscape plans, prepared by a landscape architect duly licensed as such by the State of California are required and must be approved in writing by the DRC prior to the installation of any landscaping on any Estates Lot, the Residential Common Area or the Villas Parcel. Such plans shall include plans for an irrigation system, hardscape materials, drainage and planting (including a materials list).

The landscape standards for areas visible by the public from the Residential Common Area, the Common Maintenance Area or the Resort Center Parcel are more restrictive (in terms of plant selections) than those for areas that are enclosed and not readily visible by the public. More colorful plantings are permitted in such enclosed areas. The intent of this differentiation (public vs private enclosed areas) is to assure the continued visual continuity of the entire Laguna Beach Colony.

The landscape plan for each Estates Lot shall be consistent with The Laguna Beach Colony's overall landscape concept, which includes both natural and developed landscapes of the Residential Common Area, the Villas Parcel and the Resort Center Parcel.

4.5 PUE Areas

The first five (5) feet from the street of each Estates Lot is a public utility easement (PUE) area. Landscape treatments within PUE areas shall not interfere with any utilities located in the PUE areas, and shall be reviewed and approved by the DRC.

4.6 Slope Areas

Within The Laguna Beach Colony residential area, slopes are located between the streetscape and the rear lot lines of the Estates Lots as well as the southerly side of the Villas Condominium. Many of these slopes have two retaining walls faced with stone and landscaped with vines. The landscape of the slopes is intended to be an element in the creation of the landscape framework for the Estates Lots and the Villas Parcel. The Estates Association and Villas Association will maintain the landscape of these slopes.

4.7 Required Landscaping

Landscaping work for each Estates Lot shall be completed and installed (in accordance with landscape plans approved by the DRC) no later than the date on

which all work on such Estates Lot is to be completed as required by Section 6 6(IV) below

- Any addition alteration or revision to previously approved landscape plans shall not be permitted without prior written DRC approval This does not apply to the planting or replanting of perennial material or previously approved plant material

4 8 Size of Plant Material

Estates Homeowners are encouraged to use mature plant material during the initial installation of landscaping The following plant sizes are recommended

<u>Plant Material</u>	<u>Recommended Sizes</u>
Flowering and Canopy Trees	36 box (in front yards) 24' box (in side and rear yards)
Palm Varieties	12 brown trunk height
Shrubs	1 gallon 5 gallon (in front yards)

The landscape plan for each Estate Lot shall include at least two (2) trees of field stock or specimen size

4 9 Top Soil

Top or fill soil material shall be loam material free of weeds and deleterious matter

4 10 View Consideration – Estates Lots

Preservation of view opportunities will be a priority in the development of the landscape architecture for each Estates Lot Specifically views across the site from and above the Pacific Coast Highway and views from individual Estates Lots and the Villas Parcel shall be considered in the evaluation of the landscape of individual Estates Lots Trees should be used as architecture to frame views and give perspective

In order to preserve view corridors landscaping within the side setbacks between Lots 1 through 12 shall not be greater than fifteen (15) feet in height at maturity Landscaping in front of or behind buildings on these specific Estates Lots shall not be higher at maturity than the roof height of the building at that point without DRC approval

All landscaping on Estates Lots shall be maintained according to these Guidelines

See Section 2.8 of these Guidelines for rear yard view requirements

4.1.1 Approved Plant List

A list of approved plants is attached to these Guidelines as Exhibit "6", and that list has been established by the DRC to guide the Estates Homeowners, the Estates Association and the Villas Association in selecting plants to be planted on Estates Lots, the Residential Common Area and the Villas Parcel. Plants not listed on the list of approved plants but desired by an Estates Homeowner, the Estates Association or the Villas Association may be submitted to the DRC for consideration.

5 Landscape and Structural Maintenance Requirements

5.1 General

The maintenance, repair and replacement of landscaping and structures located on the Estates Lots, the Residential Common Area and the Villas Parcel shall, as provided in the Master Declaration and these Guidelines, be the responsibility of the Estates Homeowners, the Estates Association and the Villas Association, respectively, and shall be maintained in accordance with these Guidelines and to a standard equal to that of the adjacent Resort Center Parcel and Common Maintenance Area. On-going maintenance of the Estates Lots, the Residential Common Area and the Villas Parcel shall include periodic fertilization, weed control, insect and disease control, erosion control, pruning, general cleanup, replacement of dead materials, management, repair and maintenance of the irrigation system, repair and replacement of paved surfaces, and painting and resurfacing of structural furnishings to the standard of the adjacent five star Resort Center Parcel. Material requiring replacement as a part of the on-going maintenance shall match or exceed the original specifications for such material.

If any landscaping requires maintenance, repair and/or replacement, such maintenance, repair and/or replacement shall be commenced by the Estates Homeowner, the Estates Association or the Villas Association owning or controlling such landscaping within five (5) working days after written notice of the need for such maintenance is given to such Estates Homeowner, the Estates Association or the Villas Association, as applicable, by the Estates Association, the Villas Association, the DRC or the Resort Center Parcel Owner. The Estates Homeowner, the Estates Association or the Villas Association, as applicable, shall thereafter diligently pursue to completion such maintenance, repair or replacement. If the party receiving such a notice fails to commence such maintenance, repair or replacement within such five (5) day period, or fails to diligently pursue the completion of such maintenance, repair or replacement, that party shall be considered to have failed to perform required maintenance, repairs and/or replacements. Once a party is considered to have so failed, the Resort

Center Parcel Owner may take action to cure such failure (and assess the cost of the cure) in the manner described in the Master Declaration

5.2 Landscape Maintenance Requirements

Maintenance of the landscaping on the Estates Lots the Residential Common Area and the Villas Parcel shall be performed in a manner consistent with that of the adjacent Resort Center Parcel. Qualified, licensed professionals shall be engaged to properly perform all landscape maintenance

I Plant Maintenance Requirements

A Ground Cover

1 Edging and Trimming a minimum of four (4) times (quarterly) per year

a Edge as needed to maintain a neat, well defined edge adjacent to fences walls, walks curbs and paved areas

b A four (4) inch to six (6) inch bare dirt clearance shall be maintained around the circumference of all trees, shrubs, signs, and adjacent buildings. Do not girdle tree trunks and other elements with edging tools

c Hand trim ground covers over six (6) inches in height at 30° angle maintaining natural plant shape. Do not straight line edge ground cover or plantings

2 Fertilization

All fertilization types and rates shall be based on actual soil analysis evaluations and designed to enhance residual water quality. A minimum application of four (4) times per year (quarterly) using a balanced fertilizer with iron or an approved equal program to maintain an attractive balanced appearance of continual growth is recommended

3 Aeration

Aerate ground cover areas as required to alleviate compaction and improve water penetration. Aeration of all ground cover areas shall be done a minimum of every three (3) years

4 Hard Pruning or Mowing

Required planted areas shall be allowed to mature to natural forms and heights without becoming leggy

5 Watering Monitor Weekly

- a All ground cover areas shall be uniformly irrigated to ensure consistent growth and plant coverage. The watering schedule should be based on Evapo-Transpiration (ET) rates with re-evaluation of water consumption rates annually
- b Water should be applied to produce deep-rooted ground cover using repeat cycles for deep watering and allowing the top two (2) inches of soil to dry between watering (dependent on plant variety) without over watering

6 Weeds, Pest and Disease Control

Maintain weed pest and disease free ground cover and apply all necessary treatments as required

B Shrubs

1 Pruning a minimum of two (2) times per year

- a Pruning of shrubs will fall into one of the following categories

Natural Shape - The intent to emphasize the natural form of the shrub. Initially pinch prune to develop structure allowing individual characteristics of the species to develop. Shrubs in this category will be allowed to grow into a natural type of form typical of its species. Species will be allowed to achieve their natural shapes and maturity.

Natural Hedge - The intent is to develop a loose informal appearing hedge that requires only minimal attention to keep shape and size. Initially pinch prune to develop structure, allowing to fill solid horizontally.

Formal Hedge It is the intent of these shrubs to have straight crisp edges Initial pinch pruning will encourage the shrubs to fill in

- b All shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment or appearance
- c Pruning at the correct time of the year is essential to maximize flowering potential After flowering remove spent blossoms or flower stalks

2 Fertilization

All fertilization types and rates shall be based on actual soil analysis evaluations and designed to enhance residual water quality A minimum application of four (4) times (quarterly) per year is recommended

- a Fertilize all shrubs as needed by using a balanced fertilizer with iron or an approved equal program to maintain an attractive balanced appearance of continual growth
- b Apply all materials required to correct mineral deficiencies affecting plant growth Due to area soil conditions supplemental feeding of iron may be required to prevent chlorosis

3 Weed, Pest, and Disease Control Monitor Weekly

- a Maintain a weed pest and disease free shrub-bed at all times Hand weeding is the preferred method of control - apply limited chemical treatment when warranted to control invasive weed growth
- b All shrub areas not under planted with ground cover shall have surface trash removed bi-weekly and all beds shall be raked clean of accumulation of leaf falls a minimum of once per week or as required Beds with mulch or bark shall be cleaned by hand or other means to remove debris without the removal of the mulching materials

4 Watering Monitor Weekly

- a All shrub areas shall be uniformly irrigated to ensure consistent growth and plant coverage. The watering schedule should be based on Evapo-Transpiration (ET) rates with re-evaluation of water consumption rates annually.
- b Watering should occur to produce a deep rooted ground cover using repeat cycles for deep watering and allowing soil to dry between watering (depending on plant variety) without over-watering.

C Vines

1 Pruning a minimum of two (2) times per year

- a Vines and espalier plants shall be checked and re-tied as required.
- b Do not use nails to secure vines on masonry walls.
- c Prune all vines using accepted horticultural practices.
- d Vines shall be pruned and maintained as not to obstruct fixtures, signs, windows, etc.
- e Pruning at the correct time of year is essential to maximize flowering potential. After flowering, remove any spent blossoms or flower stalks.

2 Fertilization

All fertilization types and rates shall be based on actual soil analysis evaluations and designed to enhance residual soil quality. A minimum application of four (4) times per year (quarterly) using a balanced fertilizer with iron or an approved equal program to maintain an attractive, balanced appearance of continual growth is recommended.

3 Watering Monitor Weekly

- a All vines shall be uniformly irrigated to ensure consistent growth and plant coverage. The watering schedule should be based on Evapo-Transpiration (ET) rates with re-evaluation of water consumption rates annually.

- b Water application should occur to produce a deep rooted ground cover using repeat cycles for deep watering and allowing soil to dry between watering (depending on plant variety) without over-watering

4 Weed, Pest, and Disease Control

- a Maintain a weed, pest and disease free vine-bed at all times and apply all necessary treatments as required
- b All vine planter areas not under planted with ground cover shall be raked clean a minimum of once per week or as required. Beds with mulch or bark shall be cleaned by hand or other means to remove debris

D Trees

- 1 All trees shall be maintained in a healthy vigorous growing condition at all times
- 2 Pruning shall be limited to that which may be done from the ground or fifteen (15) feet within the tree, including removal of dead diseased crowded, weakly attached, or low vigor branches and water spots from a tree's crown or for safety and general containment. Trees should be pruned to allow for the necessary clearances for pedestrians and vehicle circulation. All branches overhanging the curb line on roadways shall have fourteen (14) foot clearance and parking areas and walkways eight (8) foot clearance. All pruning shall be selectively done to maintain the natural tree form or removal of major leader branches
 - a Under no circumstances shall stripping of lower branches (raising up) of young trees be permitted. Lower branches may be cut off only after the tree is able to stand erect without staking or other support
 - b Trees may be thinned laced or topped (where appropriate) allowing public and private view opportunities
 - c Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices and in accordance with the I S A Standards of Pruning

- d All other tree pruning over fifteen (15) feet, such as annual thinning and maintaining of tree heights shall be done by a professional I S A Certified Arborist
- e Adhere to the pruning standards of the ANSI A300 published by the National Arborist Association
- 3 Tree stakes ties and guys shall be checked and corrected as needed Ties will be adjusted to prevent girdling Girdling is not permitted Remove stakes, ties and guys when no longer needed
- 4 All new trees shall be double staked to allow movement (at least six (6) inches) by wind Stakes shall be removed as soon as trees are deemed to be sturdy enough to resist wind forces Any tree requiring staking for more than twelve (12) months after installation shall be brought to the attention for review and consideration
- 5 Apply all chemical controls as prescribed by a pest control advisor such as insecticides as required to control or prevent pests and diseases
- 6 All fertilization types and rates shall be based on actual soil analysis evaluations and designed to enhance residual water quality A minimum application fertilization of all trees once per year in early spring or as needed Deep root feeding or foliar application may be required
- 7 Surface roots in turf up to three (3) inches in diameter which become maintenance or appearance problems shall be removed as required to prevent damage to adjacent paved areas To prevent instability of the tree no more than fifty (50) percent of the surface roots may be removed at one time

E Turf

- 1 Mowing A minimum of once (1) weekly
 - a Litter and dog feces shall be removed before mowing
 - b Turf shall be mowed and clippings shall be bagged and removed as they are produced

- c Cool season turf shall be kept at least two and one-half (2 1/2) inches in height during warm seasons and reduce to two (2) inches in height during cool seasons
 - d Cut warm season turf at one and one half (1 1/2) inches in height
 - e Turf shall be cut to a uniform height
 - f Turf shall be cut with sharp blades
 - g Mowing patterns shall be changed weekly to avoid rutting
 - h Care shall be exercised to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes fixtures buildings or signs
 - i Turf grass shall be adequately dry when performing mowing operations No mowing shall be performed in wet conditions
- 2 Edging A minimum of once (1) weekly
- a All turf edges adjacent to walks curbs, paved areas fixtures at grade and shrub or ground cover areas shall be trimmed with power edger as needed to maintain a crisp and neat appearance No weed eaters shall be used for edging
 - b A six (6) to twelve (12) inch bare dirt or mulched buffer zone shall be maintained around the circumference of all trees to prevent damage from mowers edgers or weed eaters
 - c Care shall be exercised with regard to the use of weed eaters to prevent damage to building surfaces, walls header board light fixtures signage, etc
- 3 Aeration Schedule as required
- a To allow for proper water penetration and to minimize runoff mechanically aerate all turf areas a minimum of two (2) times per year in the spring and fall months

- b Use a plug aerator with three (3) inch tines Eighty (80) percent of the plugs shall be removed
- c Aeration procedure should immediately follow mowing operation at a time of adequate soil moisture depth

4 Thatching and over seeding

All warm season turf shall be thatched annually in October and over seeded with perennial rye as needed to obtain a healthy winter grass appearance

5 Watering

- a Operate irrigation system to obtain uniform moisture throughout root zone using the appropriate amount of water
- b Use a soil probe or moisture sensor to determine moisture needs
- c Use repeat cycles to maximize penetration and minimize runoff
- d Allow soil in turf areas sufficient time to dry prior to mowing to minimize soil compaction

6 Weed, Pest, and Disease Control

Maintain weed pest and disease free turf areas at all times by either chemical or technical means

7 Fertilization

All fertilization types and rates shall be based on actual soil analysis evaluation and designed to enhance residual water quality A minimum application of fertilizer to all turf areas six (6) times per year (bi-monthly) or as required to maintain a uniformly green appearance subject to water restrictions A minimum application of fertilizer will be required using seven pounds of Best 16-6-8 per 1 000 square feet or approved equal program depending on soil and weather condition

II Annual Color Plant Maintenance

- A Water as required to promote optimum growth Do not over water
- B All annual color at specified areas shall be maintained to encourage optimum blooming potential (where applicable) as well as longevity of plant Remove dead or faded blossoms, stems, and foliage a minimum of once a week to encourage continued blooming and maintain a neat appearance
- C Maintain weed, pest and disease free color bed and apply all necessary treatments as required
- D Fertilize with an appropriate fertilizer high in Phosphorus every two (2) weeks or as needed to promote optimum growth and flowering potential

III Pesticide Regulations

- A General All chemicals shall be used in strict accordance with federal, state, county and local laws and ordinances governing use of such materials

The use of fertilizers and pesticides shall be subject to the County of Orange's Management Guidelines for the use of Fertilizers and Pesticides An organic soils management program is recommended and shall include the use of organic fertilizers that are environmentally safe and are checked for ash sand and alkalinity content The use of red worms (vermicomposting) together with cultivation is recommended and will add to the establishment of healthy soils

B Application of Pesticides

- 1 All pesticides shall be applied at approved times to avoid contamination of surrounding areas due to climatic and other factors
- 2 In an effort to eliminate potential runoff within treated areas pest control applicator shall monitor forecasted weather conditions to avoid making application within seventy-two (72) hours of inclement weather
- 3 Application methods shall be used which ensure that materials are confined to target area When water is required to increase pesticide efficiency it shall be applied only in quantities that each area is capable of receiving with minimal run-off

- 4 Extreme care and caution shall be exercised in transferring and/or mixing chemicals to prevent contamination of areas outside the target area. No chemical shall be left open or unattended.
- 5 Disposal of excess chemicals shall be in strict accordance with the guidelines established in the California Food and Agriculture Code.
- 6 The chemical applicator records shall be available to Resort Center Parcel Owner upon request.
- 7 All restricted material applications shall be as recommended in writing by a licensed pest control adviser.
- 8 All restricted material chemical applications shall be made by a licensed pest control applicator.
- 9 Integrated pest management procedures shall be implemented.
- 10 Snail abatement materials and applications to be applied as necessary.

IV Fertilizer Regulations

Precautions shall be taken to contain fertilizer applications to the planting areas and to prevent the depositing of materials onto paved areas. Any fertilizer materials deposited onto paved areas or into water features shall be removed immediately. Any damage incurred to the surrounding hardscape as a result of the fertilization to be repaired immediately.

V Irrigation Systems

A Controllers

- 1 Adjust watering schedule weekly to equal percolation rate each area is capable of receiving based on topography, soil type, plant material, season or climatic factors.
- 2 Repeat cycle on controller shall be used to eliminate excessive runoff and water waste.
- 3 Irrigation controllers shall utilize non operational or rain shutoff mode during periods of high rain. The controller shall be turned on before the soil begins to dry out.

- 4 Irrigation should be scheduled optimally to reduce possible sensitive nuisances to homeowners, pedestrians or vehicles
- 5 Hours of scheduled operation shall be programmed to minimize plant disease
- 6 Preventative maintenance shall be implemented as needed to keep the controllers operating efficiently
- 7 Controllers shall be cleaned and maintained in good working order
- 8 Irrigation scheduling shall be performed to encourage deep roots, including deep watering through use of multiple repeat cycles soil probing for moisture depth, avoidance of water run-off and rain shut off service Soils should be allowed to dry to a fifty (50) percent moisture depletion rate to avoid root-rot and allow adequate air to be present in the soil volume

B Operation of System

- 1 All systems shall be personally observed during operation cycle at least once every two (2) weeks to verify effectiveness of sprinklers
- 2 Adjust straighten and clean as necessary all sprinkler heads valves and pressure reducers to continue operation at maximum efficiency and performance
- 3 Sprinkler heads in turf areas shall be kept clear of overgrowth that may obstruct maximum operation To prevent denuded depressions no chemical spraying or weed eating around heads shall be allowed
- 4 Pressure regulating devices shall be inspected weekly and adjusted as per irrigation system pressure requirements

C Repairs

- 1 Any repairs made to the irrigation system shall be in accordance with the original design and details
- 2 Plant damage or loss resulting from the irrigation system failure shall be repaired or replaced immediately

VI Clean up and Debris Removal

- A All debris resulting from the maintenance operations shall be removed and disposed of off site at an approved green waste recycling facility. No debris will be allowed to remain on site at the end of the workday.
- B Debris, leaves, and rubbish in landscape and hardscape areas shall be removed each day.
- C Inspect and maintain the following items as needed to ensure the quality level expected of a five-star resort:
 - 1 Monument and directional signage
 - 2 Site lighting
 - 3 Concrete walkways
 - 4 Masonry and stone walls
 - 5 Road surfaces and paving
- D All landscape areas shall to be inspected regularly to check for vandalism, broken tree branches, rodents, insects, snails, pests, diseases, etc. and appropriate action taken.
- E Power operated blowers may not be used within the City of Laguna Beach. Power operated vacuums may be used that incorporate bagging devices. To clean swales and curbed areas, debris shall always be raked or swept away from the street and onto the parkways or median areas for final collection and disposal.

VII Rodent Control

Promptly repair all rodent damage in landscaped areas.

VIII Weed Control of Paved Surfaces

Remove all weeds in all hardscape areas. Weeds shall be removed by physical removal and/or chemical post emergent application.

IX Debris from Landscape

All debris generated from landscape area must be taken off-site for disposal at end of each workday. On site containers shall not be used for any disposal of trimmings or debris.

X Graffiti Removal

All graffiti shall be removed within twenty four (24) hours.

XI Drainage Facilities

- A The Estates Association shall be responsible for regular inspection and maintenance of the drainage facilities located within the Residential Common Area. These drains shall be cleared prior to inclement weather in fall and winter months to assure proper functioning.
- B Any debris or vegetation that might accumulate at the inlet shall be removed to ensure the proper flow of water through drainage facilities.

XII Reference Standards

The following documents shall be part of these Landscape Maintenance Requirements as if expressly stated herein and all parties that have the responsibility to comply with these Landscape Maintenance Requirements shall also comply with the then current versions these documents. Copies of these documents are available from the appropriate agency.

- A Maintenance Guidelines for Use of Fertilizers and Pesticides issued by the County of Orange Environmental Management Agency (OCEMA)
- B Appendix A of the Environmental Awareness Education Materials issued by the United States Environmental Protection Agency (EPA)

5.3 Structural Maintenance Requirements

Maintenance repair and replacement of exterior elements of structures and the roadways, driveways and sidewalks on the Estates Lots, the Residential Common Area and the Villas Parcel shall be performed in a manner consistent with that of the adjacent Resort Hotel. Qualified licensed professionals shall be engaged to properly perform all required structural roadway, driveway and sidewalk maintenance, repair and replacement. Such structures, roadways, driveways and sidewalks shall be continuously maintained to a level of quality consistent with that of a luxury five star resort.

If any exterior element of such a structure, roadway, driveway or sidewalk requires maintenance, repair and/or replacement, such maintenance, repair and/or replacement shall be commenced by the Estates Homeowner, the Estates Association or the Villas Association owning or controlling such structure within five (5) working days after written notice of the need for such maintenance is given to such Estates Homeowner, the Estates Association or the Villas Association, as applicable by the Estates Association, the Villas Association, the DRC or the Resort Center Parcel Owner. The Estates Homeowner, the Estates

Association or the Villas Association, as applicable shall thereafter diligently pursue to completion such maintenance repair or replacement. If the party receiving such a notice fails to commence such maintenance, repair or replacement within such five (5)-day period or fails to diligently pursue the completion of such maintenance repair or replacement that party shall be considered to have failed to perform required maintenance, repairs and/or replacements. Once a party is considered to have so failed, the Resort Center Parcel Owner may take action to cure such failure (and assess the cost of the cure) in the manner described in the Master Declaration.

I Elements Included The exterior elements of all structures, roadways, driveways and sidewalks that are to be so maintained include (but are not limited to) the following:

A Roofing

- 1 Roof tiles
- 2 Roof well walls – fiber reinforced concrete siding
- 3 Sheet metal flashing

B Metals

- 1 Sheet metal flashing - galvanized
- 2 Sheet metal flashing – copper
- 3 Louvers and grills
- 4 Fireplace flues
- 5 Gutters and downspouts – copper
- 6 Railings – painted over galvanized
- 7 Exposed mechanical equipment
- 8 Exposed ducts
- 9 Exposed exhaust fans and exhaust hoods
- 10 Exposed electrical equipment
- 11 Exposed piping
- 12 Scuppers
- 13 Roof drains
- 14 Exposed mechanical, electrical, and piping supports, isolators and attachments

C Siding and Trim

- 1 Wood shingle siding
- 2 Wood trim
- 3 Fiber reinforced concrete siding
- 4 Fiber reinforced concrete soffits
- 5 FRP (fiber reinforced plastic) rafter tails, brackets, columns and medallions
- 6 Arbors and decorative wood structures

D Masonry Facings

- 1 Stone work – facings
- 2 Stone work - sill and cap stones
- 3 Exposed concrete
- 4 Exposed unit masonry

E Windows and Doors

- 1 Stained finished
- 2 Clad factory finished aluminum
- 3 Glazing
- 4 Hollow metal doors and frames
- 5 Hardware

F Decking and Patio Finishes Roadways, Driveways and Sidewalks

- 1 Brick pavers
- 2 Membrane waterproof coatings
- 3 Concrete
- 4 Drainage systems
- 5 Asphalt paving

G Signage and Lighting

- 1 Monument and directional signage
- 2 Exterior and site lighting

II Inspection, Repairs and Replacements

The exterior elements of all structures and the roadways, driveways and sidewalks on the Estates Lots the Residential Common Area and the Villas Parcel shall be inspected regularly and such exterior elements shall be continuously maintained, repair and/or replaced as necessary to maintain such elements to the normal quality level expected of a five star luxury resort. These structures, roadways, driveways and sidewalks shall be maintained using the following definitions and chart as a guide.

Definitions

Useful life The normally expected minimum life that can be expected for building products assuming normal wear and tear

Inspect The DRC will provide a checklist outlining the areas of inspection and list of items to be inspected. Inspection should note the condition and any recommendations for cleaning, refinishing, repair or replacement and the time

frame for completion of the same. Periodic courtesy inspections may be made by the Resort Parcel Owner to identify areas in need of attention.

- Clean** The physical cleaning of various elements using appropriate cleaning procedures for the various elements (i.e. mop, sweep, vacuum, dust, wipe down, spray clean hose or pressure wash). All graffiti will be removed within 24 hours.
- Refinish** Application of touch up or refinishing surface coating to otherwise sound base materials with appropriate base preparations. Applications shall be of the same or similar finish materials and colors as originally used.
- Replace** Damaged, cracked or stolen items to be repaired or replaced in like kind, of parts, portions or full item to return the item to its original condition and to match adjacent surfaces.
- As Needed** Keeping the structure in five star quality appearance and condition similar to the Resort Hotel.

III Maintenance Chart

DESCRIPTION	USEFUL LIFE	INSPECT	CLEAN	REFINISH	REPLACE
Roofing	30 years	Annually	As Needed	As Needed	As Needed
Metals	30 years	Annually	As Needed	As Needed	As Needed
Siding and trim	30 years	Twice/Year	As Needed	As Needed	As Needed
Masonry Facings	Lifetime	Twice/Year	As Needed	As Needed	As Needed
Windows/Doors	30 years	Quarterly	As Needed	As Needed	As Needed
Decking /Patios	20 Years	Twice/Year	As Needed	As Needed	As Needed
Signage/Lighting	20 Years	Weekly	As Needed	As Needed	As Needed
Roadways	25 Years	Annually	As Needed	As Needed	As Needed
Driveways/Sidewalks	25 Years	Annually	As Needed	As Needed	As Needed

Notes (1) Cedar shingles and other factory applied fire treatment used on wood products is lifetime rated if they are protected from ultra violet rays. Cedar shingles shall be protected with a manufacturer's approved application of an oil based semi-transparent stain. Application shall be suitable for the exposure to the ocean salts.

6 DRC Approvals Procedures and Requirements

6.1 Consultation Services

Before the preparation of preliminary drawings, the applicant's architect shall arrange for consultation with a representative of the DRC for suggestions as to the location and design of the improvements to be constructed and assistance in interpretation of the requirements imposed under these Design Guidelines and the Master Declaration. The applicant shall use a licensed architect or designer duly registered in the State of California.

6.2 Submission Procedures

No structure or other improvement shall be erected, placed or altered on any Estates Lot, the Residential Common Area or the Villas Parcel until the following requirements have been met:

- I The preliminary and final construction plans and specifications referred to in Section 6.5 below, prepared under the immediate and direct supervision and stamped by the architect, have been submitted and approved by the DRC, and the applicant submits to the DRC a written acknowledgement (the form of which shall be prepared or approved by the DRC) from both the applicant and the applicant's general contractor that they have received a copy of and agree to abide by these Guidelines and the CDP. It is recommended that the DRC approvals required by these Guidelines be obtained before any material is ordered or purchased.
- II In the event the proposed improvement or alteration is for refinishing or repainting (decorating the exterior of any structure in a manner affecting only the exterior color thereof) the applicant shall obtain written DRC approval of the color scheme prior to the commencement of such work. If repainting or refinishing is to be done in the same finishes and colors as previously approved by the DRC, the DRC's approval of such repainting or refinishing shall not be required.

6.3 DRC Approvals

The approval of the DRC in its sole discretion may be withheld without limitation or liability, on any of the following grounds:

- I The work of construction or alteration shown on the plans and specifications and/or the other materials submitted fails to comply with these Guidelines or the Master Declaration, any declaration of conditions and covenants pertaining to the Estates Lots or the Villas Parcel (as applicable) or in any other applicable document which is administered by the DRC.
- II The improvements shown on the plans and specifications and/or the other materials submitted are deemed unsatisfactory by the DRC in location

design, exterior design or color or not in harmony with The Laguna Beach Colony

The approval of any plans or specifications does not waive the right of the DRC to object to the same or similar plans specifications, features or elements submitted for approval for use on other improvements in The Laguna Beach Colony

6.4 Review Costs and Fee

Review fees shall be established by the DRC on a submission by-submission basis, depending on the scale scope and complexity of the associated review, but in no event shall be less than two thousand five hundred dollars (\$2,500) payable at the time the application is made. The intent of the review fees is to cover the DRC's costs associated with the review process including all costs to be paid by the applicant pursuant to Sections 4.2.6 and 4.4 of the Master Declaration.

6.5 Procedures for Submitting

Each applicant shall have the applicant's architect submit to the DRC all of the following items for the DRC's review and approval prior to commencing any construction:

I Preliminary Plans (3 bound sets)

Preliminary plans submitted to the DRC shall comply with the applicable provisions of the Master Declaration and include (but are not limited to) the following:

- A Cover sheet with the date of submittal, the date of requested action by the DRC, the street address and lot number, applicant's information and architect's information, the contact person for communications from the DRC regarding the submission, calculations of building square footage and percentage of Buildable Area covered, and any other calculations that may be required by the DRC.
- B One (1) one quarter (1/4) inch scale massing study model or computer model of the structure and the lot showing building location, shape, and general roof design, important site features such as retaining walls and pools, and other features including adjacent streets, driveways, portions of adjacent properties, slope conditions, and easement and view corridor lines.
- C One (1) one quarter (1/4) inch scale floor plan with room name labels.

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- D One (1) one-quarter (1/4) inch scale exterior elevations of each major elevation (with a minimum of four (4) elevations shown), with materials and roof heights indicated
- E One (1) one quarter (1/4) inch scale view plane and building height analysis to verify compliance with height and view restrictions set forth in these Guidelines
- F A minimum of two (2) one-quarter (1/4) inch scale site/building cross sections (transverse and longitudinal) with finished floor and grade elevations, roof height elevations and plate heights noted
- G Topographic survey of the existing contours at one (1) foot intervals
- H Samples of proposed exterior materials and colors
- I A proposed construction schedule and the name of the applicant s contractor if known
- J List of consultants
- K Copy of the soils engineering report
- L Staking plan

The DRC s review of the preliminary plan shall be in compliance with the standards and restrictions set forth herein This review shall consider

- 1 Compliance with the Treasure Island LCP and CDP governing The Laguna Beach Colony
- 2 Story pole siting and orientation of the proposed residence per the approved staking plan
- 3 Setback lines and height restrictions
- 4 Building massing, and
- 5 Building materials and colors

II Final Plans (3 bound sets)

Final plans submitted to the DRC shall comply with the applicable provisions of the Master Declaration and include (but are not limited to) the following

- A Final working drawings
- B Landscape and irrigation plans
- C Specifications
- D With respect to applications relating to Estates Lots, a performance bond and labor and material payment bond in the amount of the full costs of construction, issued by a surety reasonably acceptable to the DRC and naming the Estates Association as an obligee thereunder
- E Proof of the applicant's ability to pay the full costs of construction of the improvements shown on the final plans and specification (which may be in the form of proof of adequate construction financing)

Following the DRC's approval of the final plans and specifications and all of the items listed in paragraphs A through E above and at least two (2) weeks prior to beginning any work the applicant shall submit to the DRC a copy of the building and grading (if required) permit for that work and a letter of intent to begin construction signed by the applicant

6.6 Performance of Work

- I All construction alterations and landscaping work shown in the final plans and specifications approved by the DRC shall be performed or placed in strict compliance and conformity with those final plans and specifications and any deviation from such plans and specifications shall require the prior written approval of the DRC
- II All such construction, alterations and landscaping work shall be performed or placed in compliance and conformity with the Master Declaration, these Guidelines and the CDP
- III Such work must commence within twelve (12) months after approval of final plans and specifications by the DRC. If such work is not commenced within such twelve (12) month period, the DRC's approval shall, without further action or notice, expire. In the event that such approval expires the applicant must resubmit to the DRC for review under these Guidelines plans for final approval together with a new review fee and the applicant

must obtain final approval by the DRC of the resubmitted plans prior to commencing any construction work. In connection with any such resubmittal, the DRC shall not be bound by decisions made with respect to prior submittals.

- IV All such work must be substantially completed within eighteen (18) months after commencement of construction. A late penalty of \$5,000 per month may be assessed for failure to substantially complete such work within such eighteen (18) month period.
- V As required by Section 4.5 of the Master Declaration, the applicant shall have its architect and/or designer provide to the Resort Center Parcel Owner (with a copy to the DRC) a certified survey as built plan indicating all improvements, finish roof heights, setbacks, and major landscape elements.
- VI The improvements that are described in an application for approval by the DRC shall exhibit the same level of quality, design, range of color, materials, and construction quality as the Resort Hotel and the Villas Condominium.

7 Construction Requirements

7.1 Materials and Temporary Structures

Following the DRC's approval of the final plans and specifications for an improvement, and subject to written approval by the DRC of the nature and placement of temporary structures, trailers, and construction materials, the applicant may, at the commencement of construction, place such temporary structures, trailers, and construction materials on the construction site. Such temporary structures and trailers, and all excess construction materials, shall be completely removed from the construction site (and The Laguna Beach Colony) not later than thirty (30) days after the date of substantial completion of such improvements. Temporary structures, trailers, and construction materials shall be placed on the construction site so as to minimize the impact to adjacent properties. No construction equipment or materials shall be placed on any property not owned (in the case of Estates Lots) or controlled (in the case of the Residential Common Area and the Villas Parcel) by the applicant without the prior written approval of such owner (in the case of Estates Lots) or the association having control of such other property (in the case of the Residential Common Area and the Villas Parcel).

7.2 Blasting

Blasting shall not be permitted without approval by the DRC and the City of Laguna Beach.

7.3 Construction Signs

Only one construction sign (i.e. signs identifying the name of the contractor, architect, construction lender, etc.) no larger than eighteen (18) inches by twenty-four (24) inches in size shall be permitted on any construction site. Construction signs shall be removed no later than thirty (30) days after the date of substantial completion of the related improvements.

7.4 Refuse Disposal Bins

A refuse disposal bin shall be placed on a construction site only at the commencement of construction and shall be completely removed from that construction site no later than thirty (30) days after the date of substantial completion of the related improvements. The refuse disposal bin shall not be placed on any adjacent property without prior written approval of the DRC and the owner thereof (in the case of Estates Lots) or the association having control of such other property (in the case of the Residential Common Area and the Villas Parcel).

7.5 Portable Toilets

Portable toilet(s) in fully operating condition must be maintained on the construction site at all times during construction and serviced in accordance with applicable State Department of Health and County sanitation standards. Placement of the toilet should minimize impacts to neighbors and public ways where possible.

7.6 Contractor's Acknowledgment

Each applicant shall be required to have a licensed California contractor contact the DRC prior to commencing any construction or work. The contractor shall be provided with a copy of these Guidelines and shall be required prior to commencing any construction work to acknowledge in writing the contractor's receipt of and agreement to comply with the requirements of these Guidelines.

7.7 Construction Fencing

A six (6) foot high chain link construction fence with green mesh netting applied to the full height and length of the fence shall be installed by the contractor at the start of construction and kept in place until all exterior building construction has been completed. Chain link fencing without mesh netting shall not be permitted. All fences and gates shall be maintained in good working order and in good repair during the term of construction.

7 8 Contractor Responsibility

- I The contractor shall be responsible for controlling dust and noise from the construction site
- II The contractor shall be responsible for any and all damage to any other property (including landscaping) caused by that contractor or its subcontractors, and/or suppliers
- III The contractor shall keep streets open and free from obstruction. Construction parking shall be orderly and shall be removed from the vicinity of the construction site if necessary to keep streets open and safe. No drop loading of materials is allowed on the streets. All street surfaces and brick edging shall be protected during construction.

7 9 Working Hours

Contractors' working hours shall be limited to the following 8 00 a m to 6 00 p m on non-holiday weekdays. No construction work shall be performed on weekends or legal holidays without the prior approval of the DRC and the City.

7 10 Foundations

- I The applicant and the applicant's architect, engineer, and contractor shall give due consideration to the design of the foundation systems of all structures.
- II Portions of The Laguna Beach Colony have been filled. The ground in these filled areas may settle. Bedrock may be encountered below the finished pad elevations.
- III It is the applicant's responsibility to conduct an independent soils engineering investigation to determine the suitability and feasibility of any soils for construction of the intended improvement.
- IV Each applicant shall prepare additional soils analysis as needed to certify foundation specifications.

7 11 Abandoned Construction

If construction is at any time abandoned, the applicant shall cause the construction site to be cleared and landscaped so as to present a neat appearance and shall thereafter so maintain the construction site until the recommencement of construction. "Abandonment" shall mean the cessation of construction activity for a period of ninety (90) consecutive days.

7 12 Cash Deposit or Bond Estates Lots

- Each Estates Homeowner's contractor shall be required to post a refundable cash deposit or bond in the amount of \$25,000 00 in favor of the DRC to cover any repair costs due to potential damages to other properties within The Laguna Beach Colony Bonds may be increased if conditions warrant at the discretion of the DRC Interest will not be paid on any cash deposit held by the DRC

7 13 Insurance

The Estates Association shall be named as an 'additional insured' on the contractor's liability insurance policy for any work performed on any Estates Lot

7 14 Notification of Neighbors

Each applicant shall, at least thirty (30) days prior to commencement of construction provide written notice of construction to the Resort Center Parcel Owner and all neighbors within The Laguna Beach Colony that are within 300 feet of a construction site

8 Role of DRC

The DRC members will be volunteers who generally will not have extensive design or construction experience In making the inspections and determinations contemplated by these Guidelines the members of the DRC will be attempting to verify that such improvements are consistent with the remainder of The Laguna Beach Colony and such inspections and determinations will not be for the purpose of assuring that any improvement or activity is structurally sound or safe or code compliant Accordingly no such member shall be deemed to have assumed any obligation or liability to any other party with respect to the condition of any improvement or any activity that is subject to these Guidelines

EXHIBIT 5 APPROVED MATERIALS AND COLORS

The following suggested materials or products similar in quality texture and color to the following have been approved for use on the Estates Lots Note selections may be subject to future additions or deletions by the DRC (Design Review Committee)

- Paint**
- Sherwin Williams Palais White #SW2429 (1)
 - Sherwin Williams - Barcelona Beige #SW2058
 - Sherwin Williams Loggia #SW2038
 - Sherwin Williams - Stone Lion #SW2037 (2)
 - Dunn Edwards Milkweed Q6 51P
 - Dunn Edwards Mojave Sage 33
 - Dunn Edwards Oatmeal Q5 32T
- Note Paints and stain qualities and numbers of coats should be as recommended by the manufacture as appropriate to the ocean environment
- Stone**
- Eldorado Stone Sequoia Rustic Ledge Standard or Colony blend (3)
 - Eldorado Stone Cambridge Rustic Ledge with Rubble
 - Eldorado Stone Mountain Blend Stack Stone
 - Amarilla Ledge Stone
 - San Onofre Breccia Stone (4)
 - Fox Valley Weather Edge CSV 2022
 - Spring Stream Stone (Standard Size) CSV 2070
- Cap Stones**
- Sill Caps Eldorado Stone - Wainscot Sill 2 5 x 3 color Buckskin (5)
 - Wall Caps Eldorado Stone - Flagstone 2 25 cap color Buckskin (5)
 - Pilasters Caps Eldorado Stone - Rustic 5 cap color Buckskin (5)
- Wood Stain**
- Cabot Stain Semi-Solid Color Taupe #0195
 - Cabot Stain Semi-Solid Color Driftwood Gray #0144
 - Cabot Stain Semi Solid Color Beige #0194 (6)
 - Dunn Edwards Spice 17 84
 - Dunn Edwards Tobacco Road 17 87
 - Dunn Edwards Espresso 240
- Roof**
- Monier Lifetile Cedarlite Heartwood C/T 2CLCL 3783
 - Muirwood C/T 2CLCL 3774 (7)
 - Silverwood C/T 2CLCL 5780
 - Ironwood C/T 2CLCL 5773 (7)
 - New Wood C/T 2CLCL 3830
- True slate roof in same coloration as Resort Hotel roof
Use 1 overhang and double starter course shingles
Use foam end closers at rake and gable ends between tiles
No rake or gable end L cap tile pieces shall be used
- Hotel & Enclave Finishes**
- (1) Trim soffits corbels arbors and railings
 - (2) Lap siding
 - (3) Stone walls Colony blend Pilasters Standard Blend

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- (4) Park stone walls
- (5) Sill wall and pilaster caps
- (6) Cedar siding
- (7) - Roof tile (Muirwood & Ironwood are now combined into one blend)

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EXHIBIT 6 APPROVED PLANT LIST

The following plant palettes are designed to provide a coherent unified quality that supports the overall community theme. Trees are generally limited to a maximum of 20' in height, subject to approval of the DRC and the City of Laguna Beach DRB Landscape Plans and Landscape Maintenance Manual. Plant palettes area as follows:

TREES				
Botanical Name	Common Name	Height	Width	Container Size
<i>Araucaria excelsa</i>	Norfolk Island Pine	50-60	Ft 25	Ft 24 Box
<i>Aloe bainesii</i>	NCN	10	Ft 8	Ft 24 Box
<i>Erythrina coralloides</i>	Naked Coral	30	Ft 25	Ft 36 Box
<i>Arbutus unedo</i>	Strawberry Tree	8-20	Ft 8-20	Ft 15 Gal
<i>Leptospermum laevigatum</i>	Australian Tea Tree	25-30	Ft 25	Ft 15 Gal
<i>Erythrina humeana</i>	Natal Coral Tree	20-30	Ft 15	Ft 36 Box
<i>Metrosideros excelsa</i>	New Zealand Christmas Tree	30	Ft 30	Ft 24 Box
<i>Cassia leptophylla</i>	Gold Medallion Tree	20-25	Ft 20	Ft 24 Box
<i>Schinus terebinthifolius</i>	Brazilian Pepper	30	Ft 20	Ft 36 Box
<i>Umbellularia californica</i>	California Laurel	40-60	Ft 40	Ft 36 Box
<i>Quercus suber</i>	Cork Oak	70-100	Ft 70	Ft 36 Box
<i>Juniperus chinensis Torulosa</i>	Hollywood Juniper	10-15	Ft 8	Ft 24 Box
<i>Juniperus chinensis Spartan</i>	No Common Name	20	Ft 3	Ft 24 Box
<i>Leptospermum laevigatum</i>	Australian Tea Tree	25-30	Ft 25	Ft 15 Gal
<i>Jacaranda mimosifolia</i>	Jacaranda	25-40	Ft 25	Ft 36 Box
<i>Callistemon viminalis</i>	Weeping Bottlebrush	20-30	Ft 15	Ft 24 Box
<i>Tabebuia chrysostricha</i>	Golden Trumpet Tree	25	Ft 15	Ft 36 Box
<i>Punica granatum</i>	Pomegranate	15	Ft 15	Ft 24 Box
<i>Dracena draco</i>	Dragon Tree	10-12	Ft 8	Ft 24 Box
<i>Yucca gloriosa</i>	Yucca	20	Ft 10	Ft 15 Gal

PALMS				
Botanical Name	Common Name	Height	Width	Container Size
<i>Arecastrum romanzoffianum</i>	Queen Palm	30-40	Ft 12	Ft 36 Box
<i>Washingtonia robusta</i>	Mexican Fan Palm	20-70	Ft 8	Ft 25 BTH
<i>Howea forsterana</i>	Paradise Palm	9	Ft 5	Ft 24 Box
<i>Cycas revoluta</i>	Sago Palm	4-6	Ft 6	Ft 24 Box
<i>Rhapis excelsa</i>	Lady Palm	5	Ft 5	Ft 3 Gal
<i>Chamaerops humilis</i>	Mediterranean Fan Palm	10-20	Ft 20	Ft 24 Box
<i>Phoenix roebelenii</i>	Pigmy Date Palm	6	Ft 3	Ft 15 Gal
<i>Archontophoenix cunninghamiana</i>	King Palm	20-30	Ft 12	Ft 36 Box

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Trachycarpus fortunei Windmill Palm 30 Ft 8 Ft 24 Box

Shrubs

Botanical Name	Common Name	Height	Width	Container Size
Arbutus unedo	Strawberry Tree	8 20	Ft 8 20	Ft 15 Gal
Aloe arborescens	Tree Aloe	10	Ft 8	Ft 5 Gal
Agave attenuata	Foxtail Agave	5	Ft 4	Ft 5 Gal
Salvia clevelandii	Cleveland Sage	4	Ft 3	Ft 1 Gal
Salvia mellifera Terra Seca	Prostrate Black Sage	3	Ft 2	Ft 1 Gal
Cistus purpureus	Orchid Rockrose	3	Ft 3	Ft 5 Gal
Ceanothus griseus	Wild Lilac	3	Ft 8	Ft 1 Gal
Echium fastuosum	Pride of Madera	3 6	Ft 4	Ft 5 Gal
Leonotis leonurus	Lion s Tail	3 6	Ft 3	Ft 5 Gal
Myrica californica	Pacific Wax Myrtle	6 12	Ft 15	Ft 24 Box
Lavendula angustifolia	English Lavender	3 4	Ft 3	Ft 5 Gal
Kniphofia uvaria	Red Hot Poker	3 6	Ft 3	Ft 5 Gal
Melaleuca nesophila	Pink Melaleuca	15 20	Ft 15	Ft 24 Box
Strelitzia reginae	Bird of Paradise	5	Ft 4	Ft 5 Gal
Cocculus laurifolius	Lauraleaf Snailseed	6 8	Ft 6	Ft 5 Gal
Heteromeles arbutifolia	Toyon	15 25	Ft 15	Ft 24 Box
Pittosporum crassifolium	No Common Name	25	Ft 15	Ft 24 Box
Rosmarinus Tuscan Blue	Rosemary	6	Ft 3	Ft 5 Gal
Raphiolepis Majestic Beauty	India Hawthorne	8 10	Ft 8	Ft 5 Gal
Santolina virens	Santolina	2	Ft 2	Ft 1 Gal
Asplenium bulbiferum	Mother Fern	2 4	Ft 4	Ft 5 Gal
Microlepia strigosa	Lace Fern	2 3	Ft 2	Ft 5 Gal
Cyrtomium falcatum	Holly Fern	2 3	Ft 2	Ft 1 Gal
Dicksonia antarctica	Tasmanian Tree Fern	10 12	Ft 6	Ft 15 Gal
Acuba japonica	Gold Dust Plant	4	Ft 3	Ft 5 Gal
Camellia japonica	Camellia	2 5	Ft 3	Ft 15 Gal
Camellia sasanqua	Sun Camellia	2 3	Ft 3	Ft 5 Gal
Tibouchina urvilleana	Princess Flower	5 18	Ft 6	Ft 5 Gal
Schefflera arboricola	Hawaiian Elf Schefflera	20	Ft 10	Ft 5 Gal
Strelitzia nicolai	Giant Bird of Paradise	30	Ft 4	Ft 36 Box
Strelitzia reginae	Bird of Paradise	5	Ft 4	Ft 5 Gal
Erythrina crista galli	Cockspur Coral	10 15	Ft 15	Ft 24 Box
Syzygium paniculatum	Australian Brush Cherry	30 60	Ft 20	Ft 5 Gal
Myrtus communis	True Myrtle	5 6	Ft 4	Ft 5 Gal
Ligustrum Texanum	Privet	6 9	Ft 4	Ft 15 Gal
Myrsine africana	African Boxwood	3 8	Ft 5	Ft 5 Gal
Buxus japonica	Japanese Boxwood	4 6	Ft 4	Ft 5 Gal
Aspidistra elatior	Cast Iron Plant	1 2	Ft 1	Ft 1 Gal
Hedychium gardnerianum	Kahili Ginger	6 8	Ft 4	Ft 15 Gal

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<i>Cocculus laurifolius</i>	Lauraleaf Snailseed	6 8	Ft	6	Ft	5 Gal
<i>Cuphea hyssopifolia</i>	False Heather	1 2	Ft	2	Ft	1 Gal
<i>Heteromeles arbutifolia</i>	Toyon	15 25	Ft	15	Ft	24 Box
<i>Nandina Gulfstream</i>	Heavenly Bamboo	3	Ft	3	Ft	5 Gal
<i>Pittosporum crassifolium</i>	No Common Name	25	Ft	15	Ft	24 Box
<i>Rhaphiolepis Majestic Beauty</i>	India Hawthorne	8 10	Ft	8	Ft	5 Gal
<i>Rosmarnus Tuscan Blue</i>	Rosemary	6	Ft	3	Ft	5 Gal
<i>Thuja occidentalis</i>	American Arborvitae	3 4	Ft	3	Ft	5 Gal
<i>Diosma pulchrum</i>	Breath of Heaven	4 5	Ft	4	Ft	5 Gal
<i>Rhododendron Southern Indica</i>	Azalea	3 5	Ft	4	Ft	5 Gal
<i>Zantedeschia aethiopica</i>	Calla	1 2	Ft	2	Ft	1 Gal
<i>Bergenia cordifolia</i>	Heartleaf Bergenia	1 2	Ft	1	Ft	1 Gal

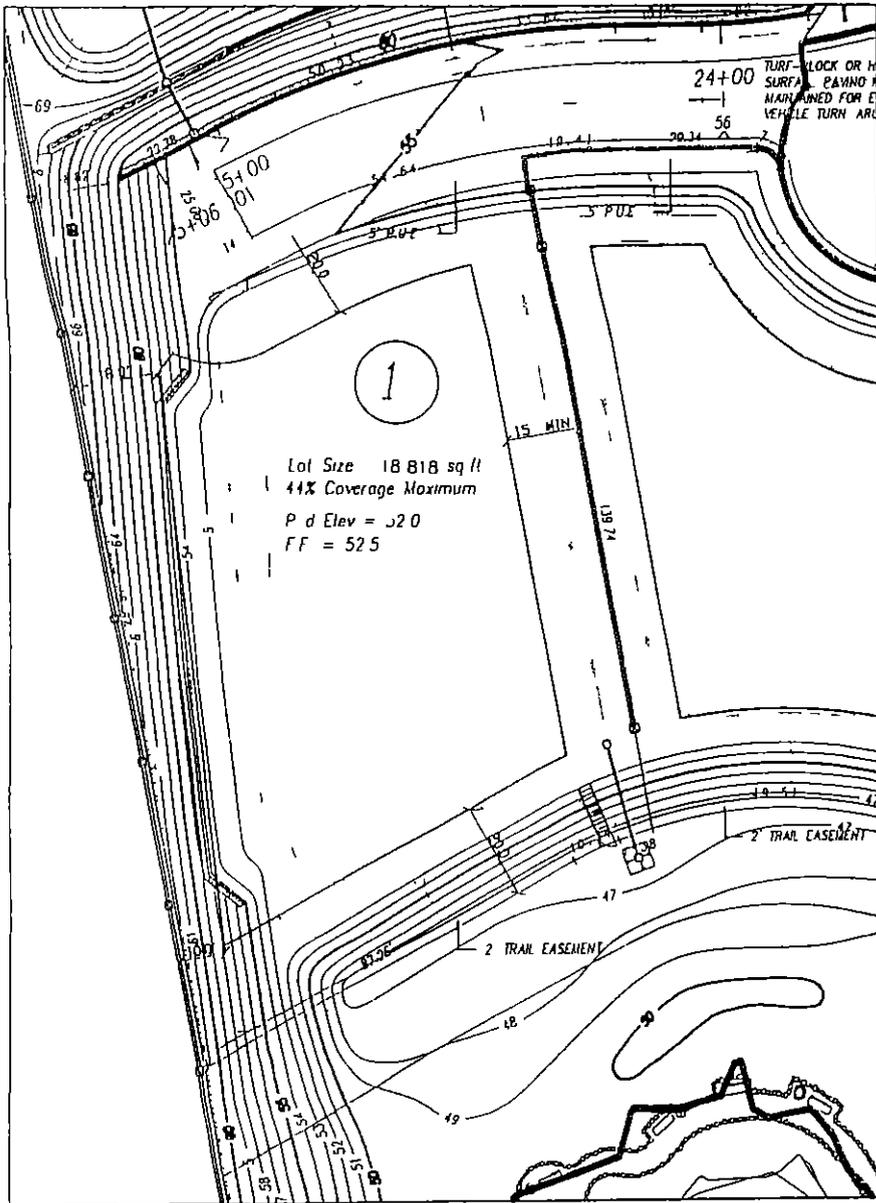
GROUND COVERS

Botanical Name	Common Name	Height		Width		Container Size
<i>Lantana montevidensis</i>	Trailing Lantana	2	Ft	3 6	Ft	1 Gal
<i>Limonium californica</i>	Sea Lavender	2	Ft	1	Ft	1 Gal
<i>Limonium perezii</i>	Sea Lavender	2	Ft	2	Ft	1 Gal
<i>Carissa macrocarpa Prostrata</i>	Natal Plum	2	Ft	6	Ft	1 Gal
<i>Bougainvillea La Jolla</i>	Bougainvillea	2 4	Ft	8	Ft	5 Gal
<i>Pelargonium peltatum</i>	Ivy Geranium	1	Ft	6	Ft	Flats
<i>Rosmarinus officianalis</i>	Rosemary	2 6	Ft	3	Ft	5 Gal
<i>Myoporum Pacificum</i>	Myoporum	2	Ft	8	Ft	1 Gal
<i>Acacia redolens</i>	No Common Name	1 2	Ft	15	Ft	1 Gal
<i>Campanula poscharskyana</i>	Serbian Bellflower	1	Ft	3	Ft	Flats
<i>Liriope muscari</i>	Blue Lily Turf	2	Ft	2	Ft	1 Gal
<i>Ceanothus griseus</i>	Wild Lilac	1 2	Ft	8	Ft	1 Gal
<i>Wedelia trilobata</i>	Wedelia	1 2	Ft	4	Ft	1 Gal
<i>Echeveria imbricata</i>	Hen and Chickens	6	In	6	In	1 Gal
<i>Polygonum capitatum</i>	Purple Knotweed	8	In	8	In	Flats
<i>Polystichum munitum</i>	Western Sword Fern	2 4	Ft	2	Ft	1 Gal
<i>Viola hederacea</i>	Australian Violet	6	Ft	6	Ft	1 Gal
<i>Viola odorata</i>	Sweet Violet	8	Ft	6	Ft	1 Gal
<i>Festuca elatior Marathon IIE</i>	Tall Fescue	Lawn				

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VINES					
Botanical Name	Common Name	Height	Width		Container Size
<i>Clytostoma callistegioides</i>	Lavender Trumpet Vine	20	Ft	N/A	15 Gal
<i>Distictis Riversii</i>	Royal Trumpet Vine	20	Ft	N/A	15 Gal
<i>Parthenocissus tricuspidata</i>	Boston Ivy	30	Ft	N/A	1 Gal
<i>Wisteria floribunda</i>	Japanese Wisteria	20	Ft	N/A	15 Gal
<i>Rhoicissus capensis</i>	Evergreen Grape	6	Ft	4 Ft	5 Gal
<i>Gelsemium sempervirens</i>	Carolina Jasmine	15 20	Ft	N/A	15 Gal
<i>Rosa banksiae</i>	Lady Banks Rose	8 12	Ft	N/A	5 Gal
<i>Trachelospermum jasminoides</i>	Star Jasmine	15 20	Ft	N/A	5 Gal

ORNAMENTAL GRASSES				
Botanical Name	Common Name	Height	Width	Container Size
<i>Lygeum spartum</i>	NCN			1 Gal
<i>Paspalum quadrifolium</i>	NCN			1 Gal
<i>Sesleria autumnalis</i>	Autumn moor grass			1 Gal
<i>Stipa tenuissima</i>	Mexican feather grass			1 Gal



LOT 1

LOT SIZE 18 818 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 520 (FF = 525)

Total side yard setbacks shall equal a minimum of 25 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3.6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008.

Property line walls shall not extend beyond line joining adjacent lots rear setback lines.

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation.

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony.

Retaining walls permitted in side yards as per Laguna Beach Zoning Code.

Walk-out or California basements shall not be allowed.

Emergency exit/light wells shall be located within the buildable area envelope.

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards.

Tree placement adjacent to the Blue Lagoon perimeter wall along Lot 1 is per final Landscape Improvement Plans for Residential Delta 63 dated November 12, 2001 on file at The City of Laguna Beach. Any modification to the perimeter wall tree planting adjacent to Lot 1 (including the tree height limit of 5 foot maximum above the wall) will need approval by both The Blue Lagoon Home Owners Association and The Laguna Beach Colony Estates Association.

McLARAM VASQUEZ & PARTNERS
 IRVINE CALIFORNIA

The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Architects Group

EXHIBIT A
 LOT #1 PLAN



LOT 2

LOT SIZE 12 985 sq ft
44% BUILDING COVERAGE MAXIMUM
PAD ELEVATION 52 0 (FF =52 5)

Total side yard setbacks shall equal a minimum of 30 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3 6 for other conditions

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25 50 008

Property line walls shall not extend beyond line joining adjacent lots rear setback lines

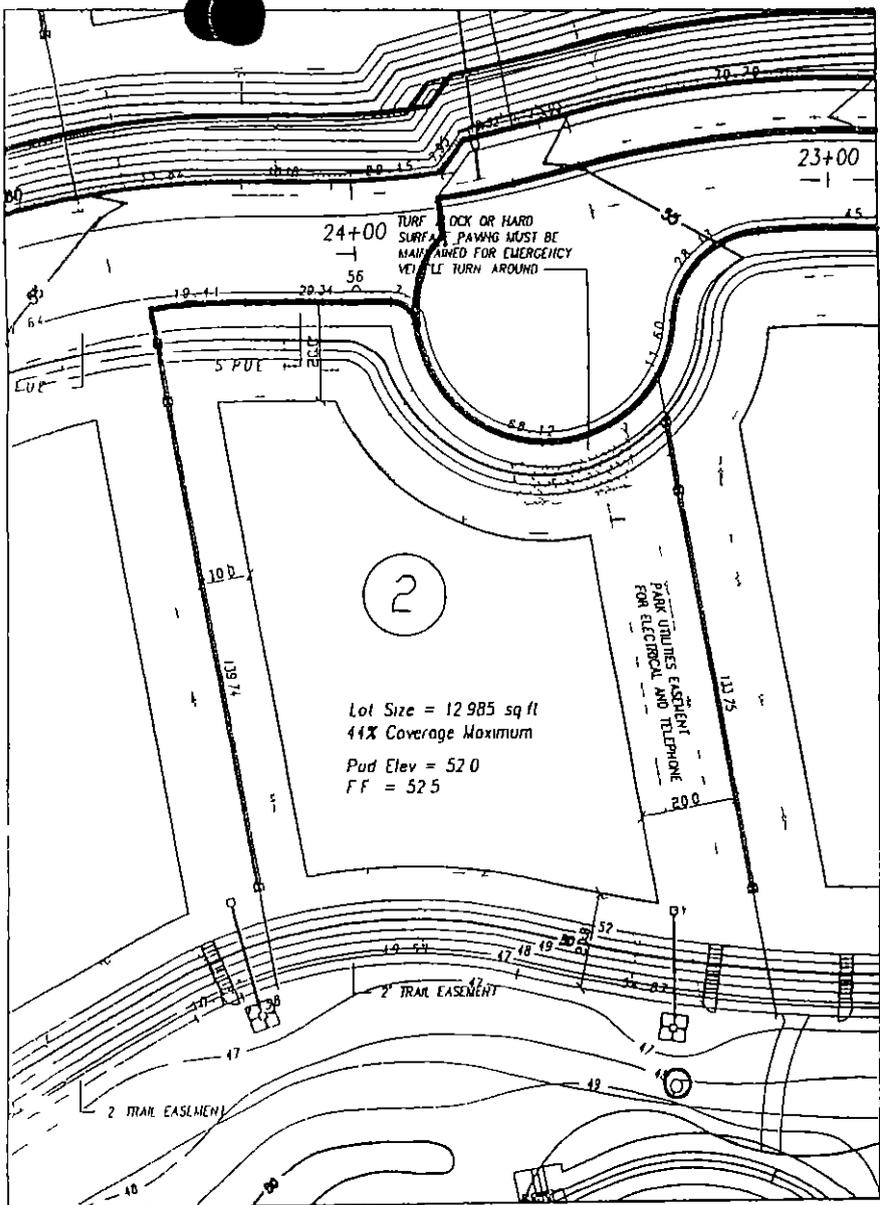
All structures shall be a maximum of one story (excluding lofts) above finished pad elevation

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony

Walk-out or California basements shall not be allowed

Emergency exit/light wells shall be located within the buildable area envelope

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards



Lot Size = 12 985 sq ft
44% Coverage Maximum
Pad Elev = 52 0
FF = 52 5

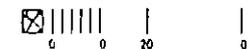
McLARAN VASQUEZ & PARTNERS
IRVINE CALIFORNIA

The Laguna Beach Colony

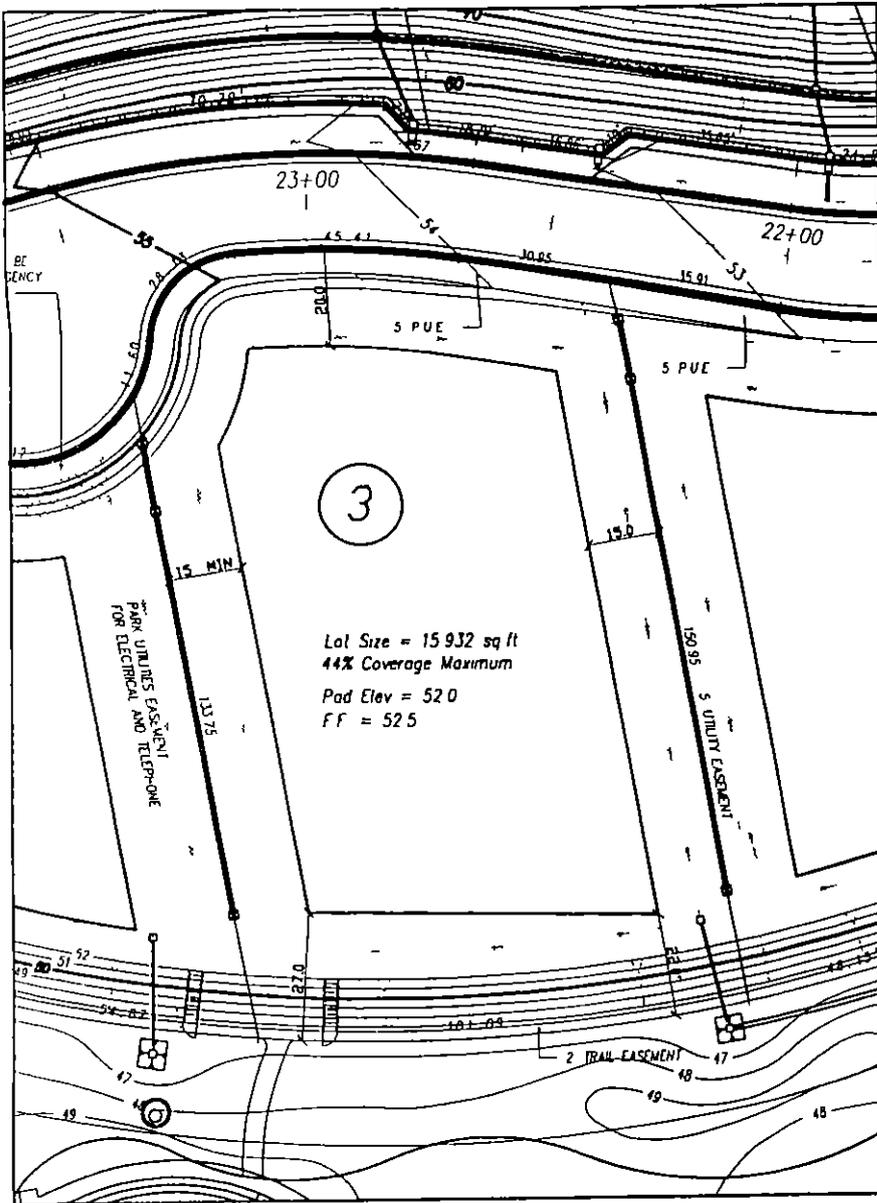
LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT A
LOT #2 PLAN



SEPTEMBER 2002



LOT 3

LOT SIZE 15 932 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 52 0 (FF = 52 5)

Total side yard setbacks shall equal a minimum of 30 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3 6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25 50 008.

Property line walls shall not extend beyond line joining adjacent lots rear setback lines.

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation.

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony.

Walk-out or California basements shall not be allowed.

Emergency exit/light wells shall be located within the buildable area envelope.

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards.

McLARAND VASQUEZ & PARTNERS
 IRVINE CALIFORNIA

The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Allens Group

EXHIBIT A
 LOT #3 PLAN



SEPTEMBER 2002

LOT 4

LOT SIZE 12 621 sq ft
44% BUILDING COVERAGE MAXIMUM
PAD ELEVATION 52 0 (FF = 52 5)

Total side yard setbacks shall equal a minimum of 30 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3 6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25 50 008.

Property line walls shall not extend beyond line joining adjacent lots rear setback lines.

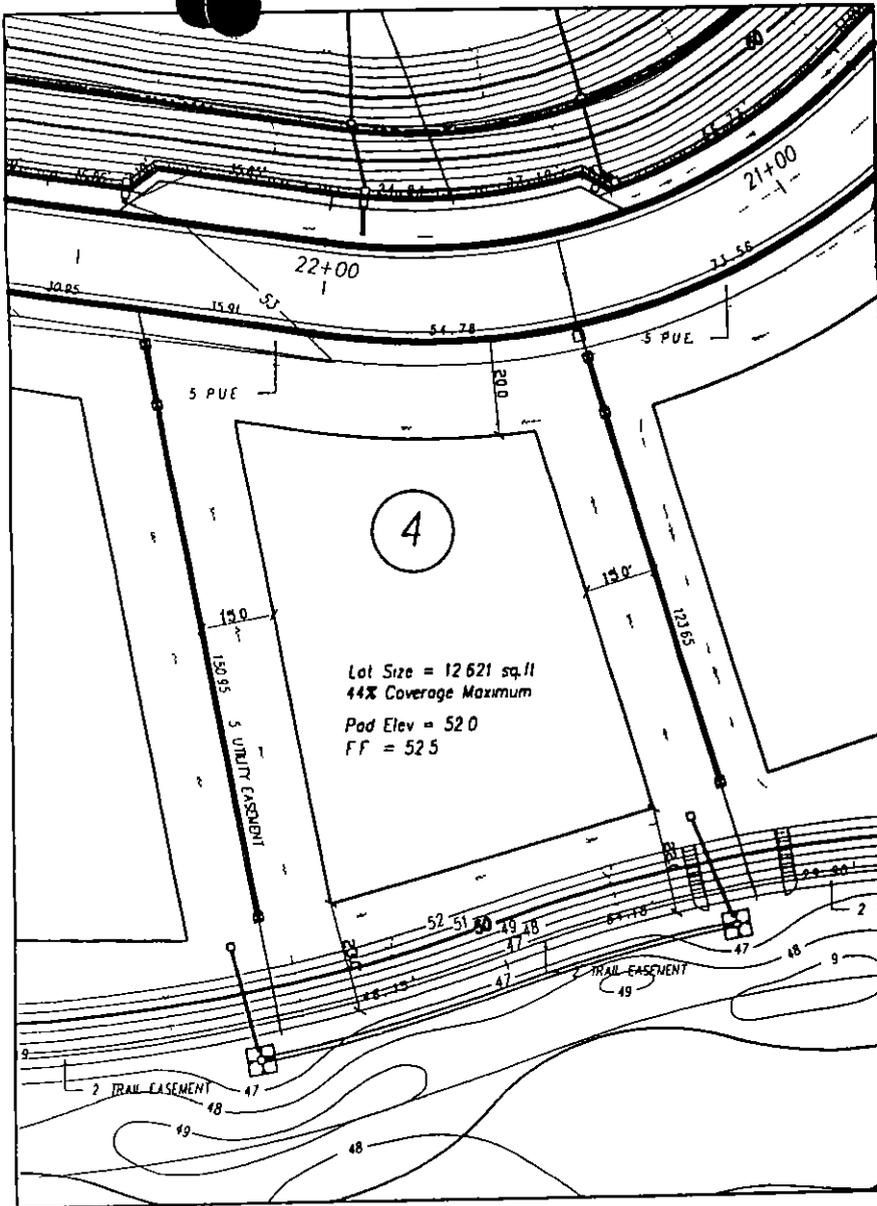
All structures shall be a maximum of one story (excluding lofts) above finished pad elevation.

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony.

Walk-out or California basements shall not be allowed.

Emergency exit/light wells shall be located within the buildable area envelope.

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards.



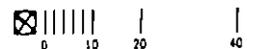
McLARAND VASQUEZ & PARTNERS
IRVINE CALIFORNIA

The Laguna Beach Colony

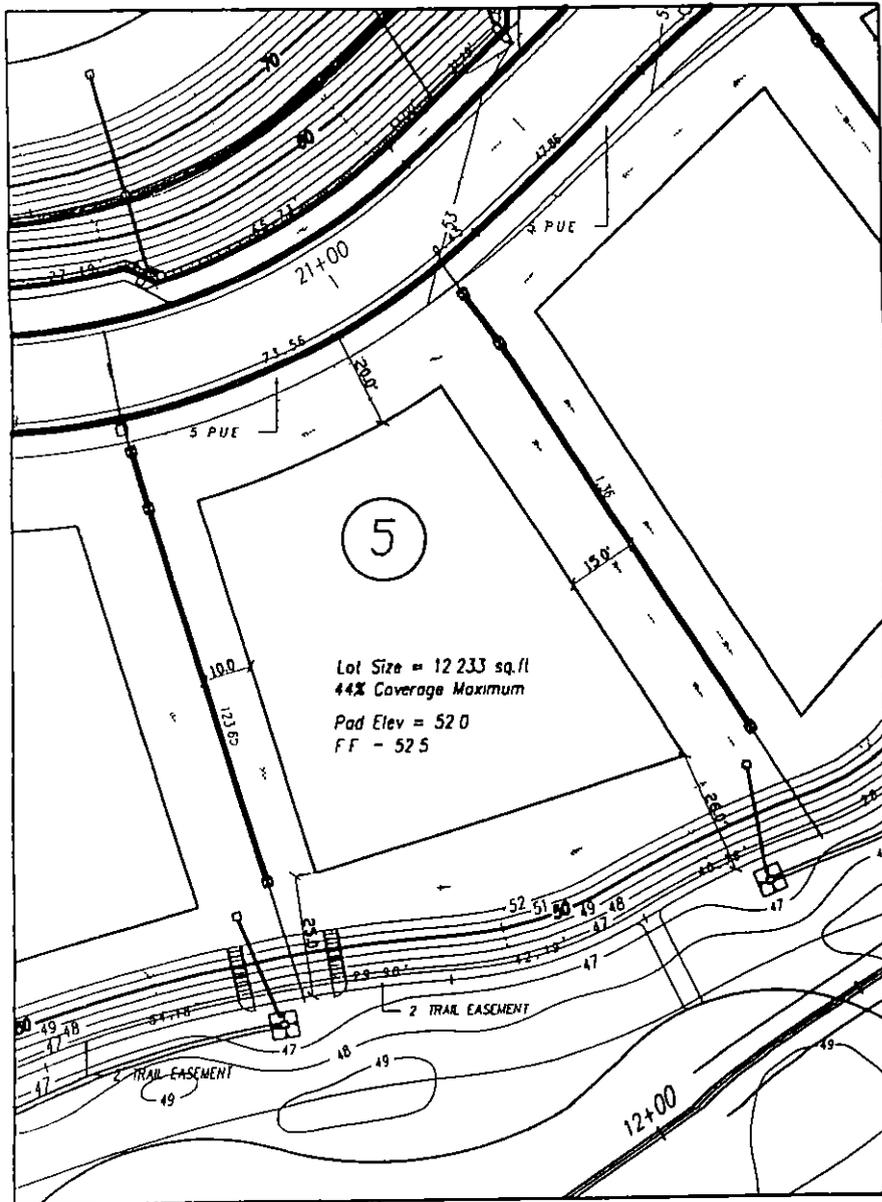
LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT A
LOT #4 PLAN



SEPTEMBER 2007



LOT 5

LOT SIZE 12 233 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 52.0 (FF = 52.5)

Total side yard setbacks shall equal a minimum of, 25 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3.6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008.

Property line walls shall not extend beyond line joining adjacent lots rear setback lines.

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation.

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony.

Walk-out or California basements shall not be allowed.

Emergency exit/light wells shall be located within the buildable area envelope.

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards.

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 IRVINE CALIFORNIA

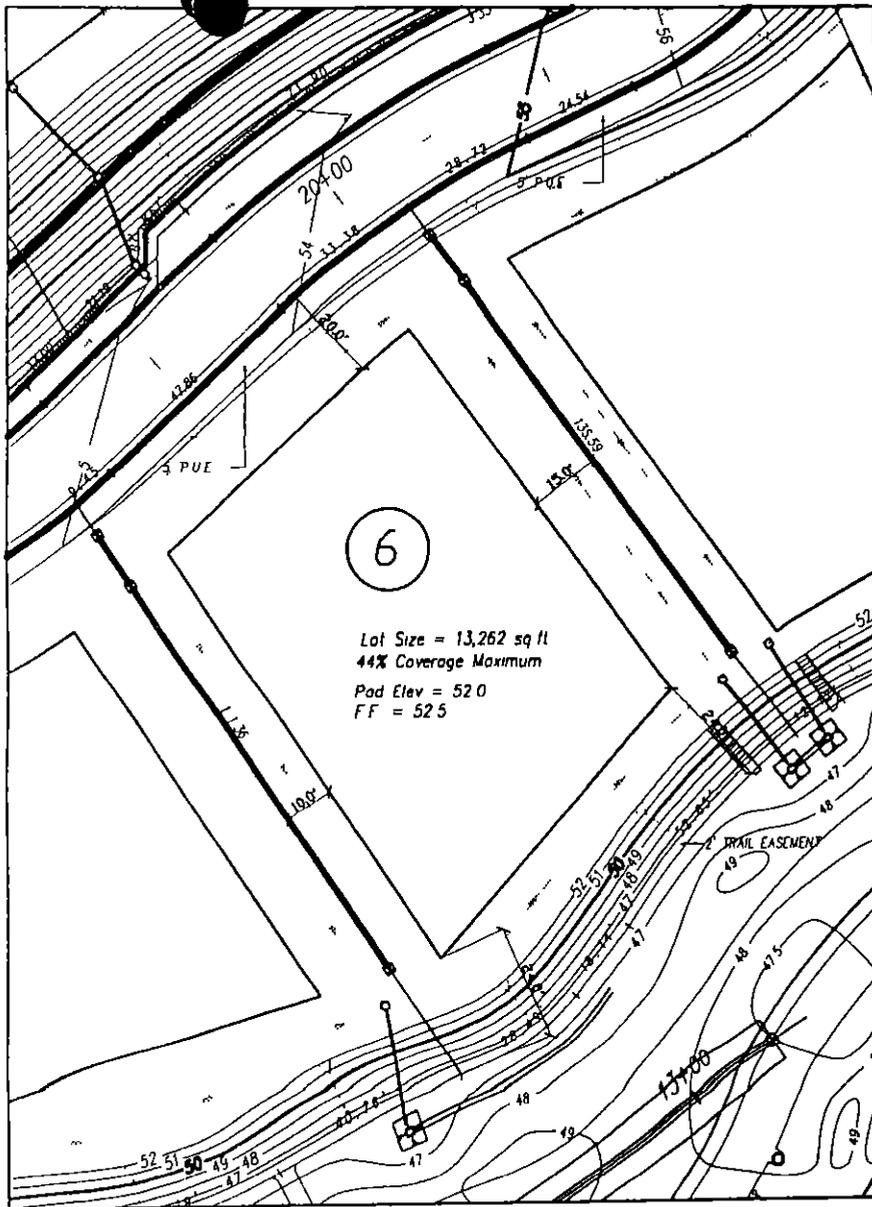
The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Architects Group

EXHIBIT A
 LOT #5 PLAN

SEPTEMBER, 2002



LOT 6

LOT SIZE 13 262 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 52.0 (FF = 52.5)

Total side yard setbacks shall equal a minimum of 25 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3.6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008.

Property line walls shall not extend beyond line joining adjacent lots rear setback lines.

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation.

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony.

Walk-out or California basements shall not be allowed.

Emergency exit/light wells shall be located within the buildable area envelope.

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards.

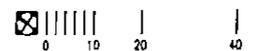
McLARAN VASQUEZ & PARTNERS
 IRVINE CALIFORNIA

The Laguna Beach Colony

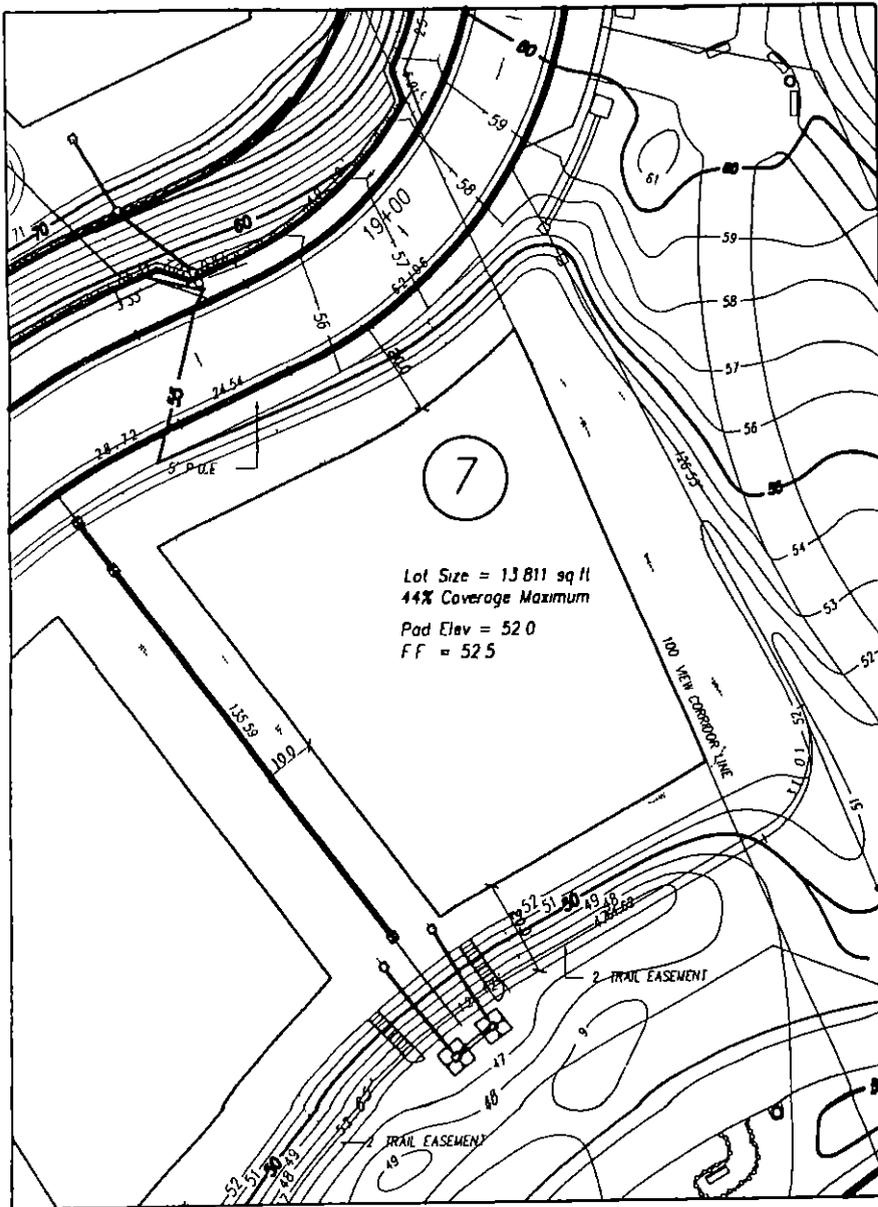
LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT A
 LOT #6 PLAN



SEPTEMBER 2007



LOT 7

LOT SIZE 13 811 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 52.0 (FF = 52.5)

Minimum side yard setbacks shall be at the 100 View Corridor Line on one side and 10 feet on the other side

See Section 4.3 of the Design and Construction Guidelines concerning additional landscape restrictions within the 100 View Corridor

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3.6 for other conditions

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008

Property line walls shall not extend beyond line joining adjacent lots rear setback lines

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony

Developer installed landscaping within the 100 view corridor shall not be modified by the lot owner. Any fencing installed within the view corridor shall be fully screened from the view corridor by mature landscape materials

Walk-out or California basements shall not be allowed

Emergency exit/light wells shall be located within the buildable area envelope

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards

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 IRVINE CALIFORNIA

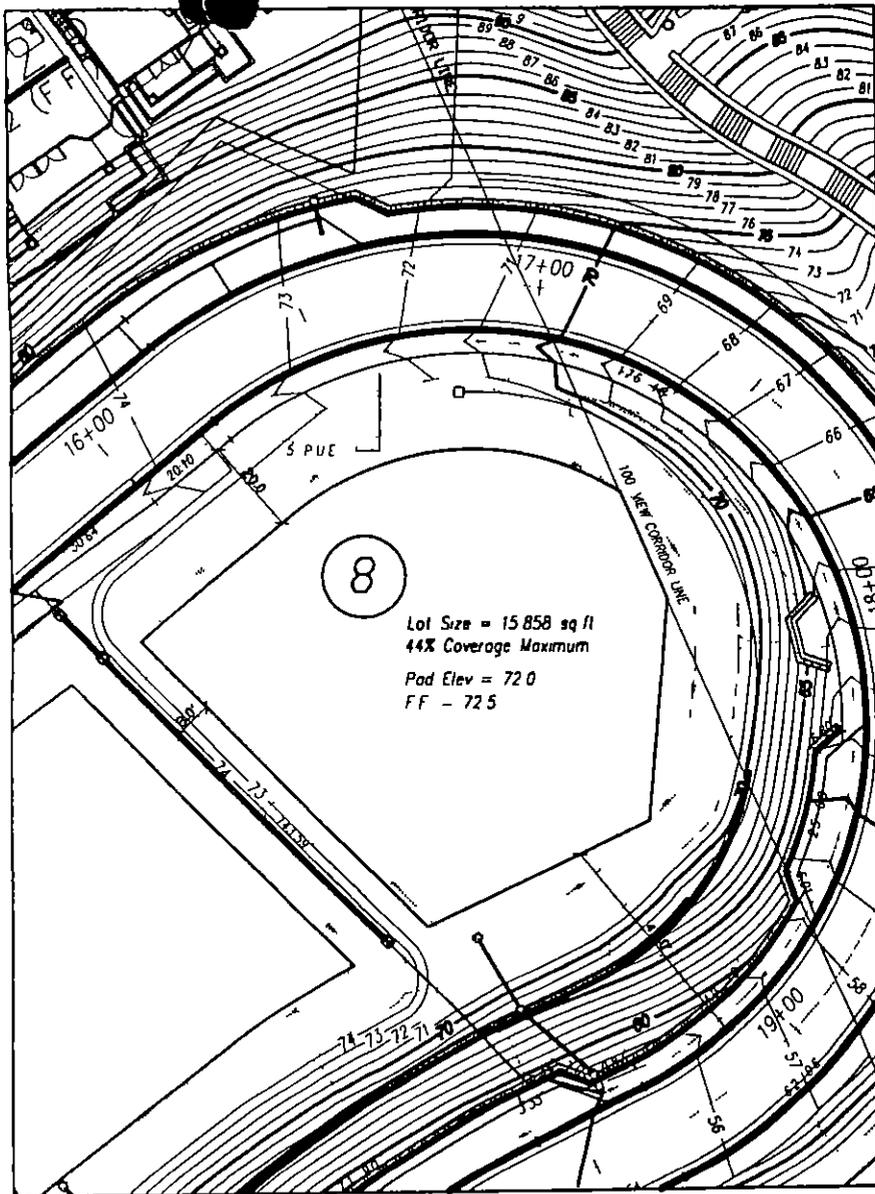
The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Allens Group

EXHIBIT A
 LOT #7 PLAN

0 10 40
 SEPTEMBER 2002



LOT 8

LOT SIZE 15 858 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 72.0 (FF = 72.5)

Minimum side yard setbacks shall be at the 100 View Corridor Line on one side and 8 feet on the other side

See Section 4.3 of the Design and Construction Guidelines concerning additional landscape restrictions within the 100 View Corridor

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3.6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008

Property line walls shall not extend beyond line joining adjacent lots rear setback lines

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony

Developer installed landscaping within the 100 view corridor shall not be modified by the lot owner. Any fencing installed within the view corridor shall be fully screened from the view corridor by mature landscape materials

Walk-out or California basements shall not be allowed

Emergency exit/light wells shall be located within the buildable area envelope

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards

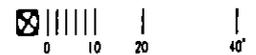
McLARAND VASQUEZ & PARTNERS
 IRVINE CALIFORNIA

The Laguna Beach Colony

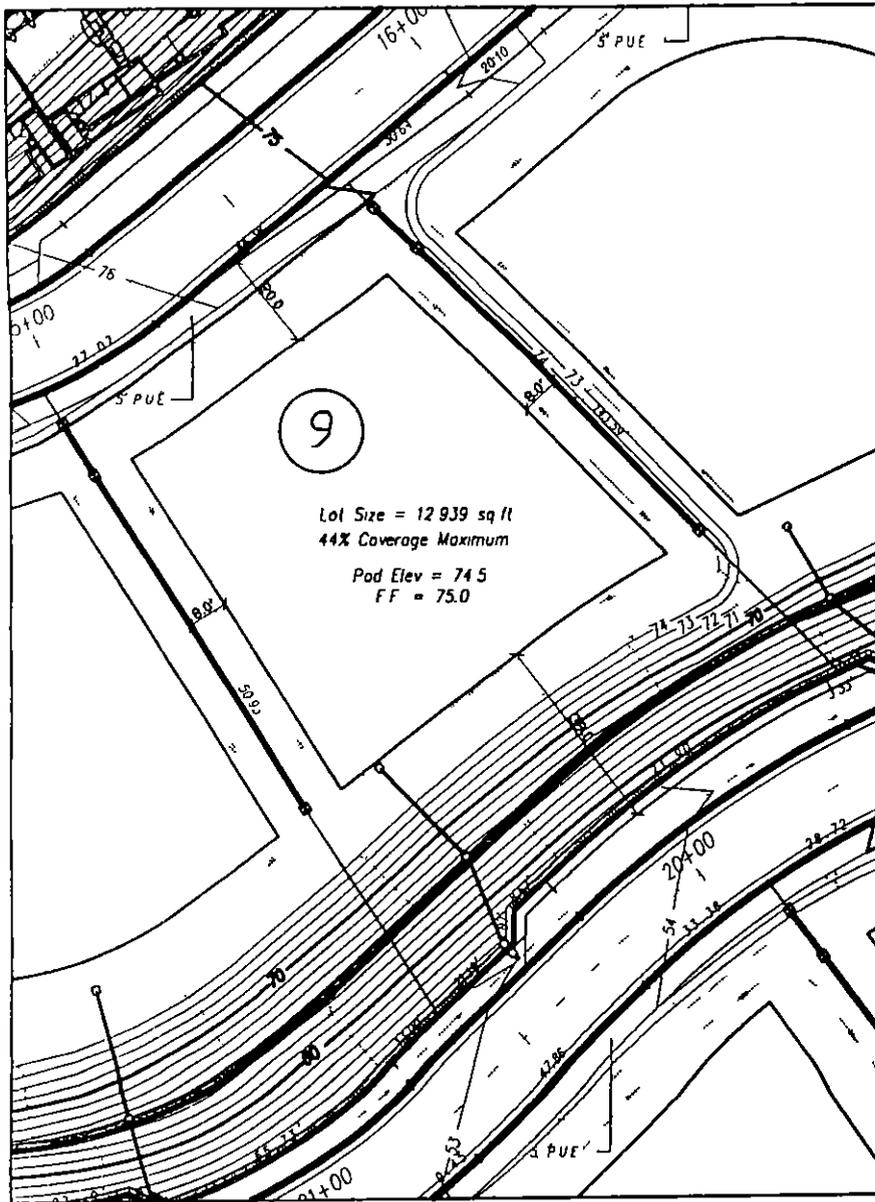
LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT A
 LOT #8 PLAN



SEPTEMBER 2002



LOT 9

LOT SIZE 12 939 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 74.5 (FF = 75.0)

Total side yard setbacks shall equal a minimum of 16 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3.6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008.

Property line walls shall not extend beyond line joining adjacent lots rear setback lines.

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation.

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony.

Walk-out or California basements shall not be allowed.

Emergency exit/light wells shall be located within the buildable area envelope.

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards.

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The Laguna Beach Colony

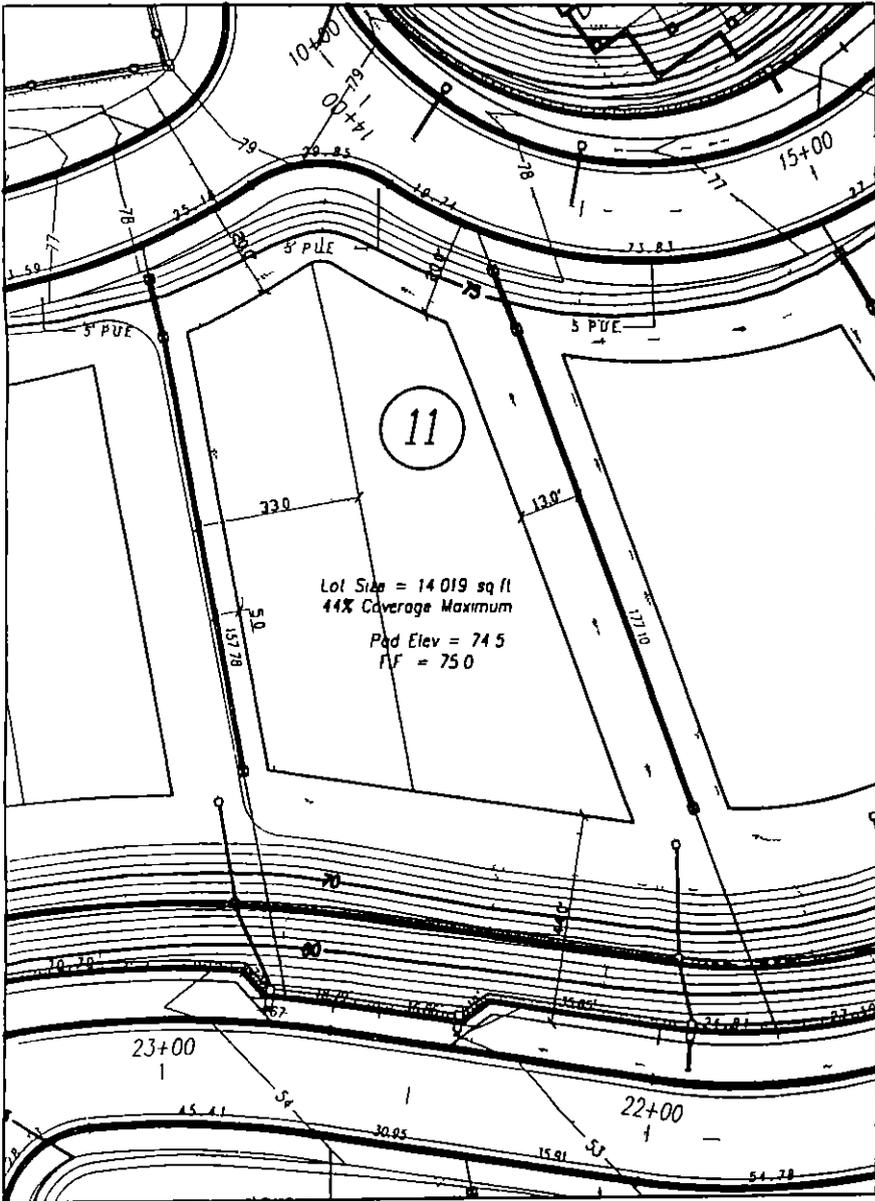
LAGUNA BEACH CALIFORNIA

The Agents Group

EXHIBIT A
 LOT #9 PLAN



0 10 40



LOT 11

LOT SIZE 14 019 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 74.5 (FF = 75.0)

Total side yard setbacks shall equal a minimum of 18 feet

Building roof heights of up to 18 feet may be located within the lot buildable area envelope as indicated on this lot plan. Roof lines are limited to a maximum of 16 feet within that portion of the building envelope as indicated by the shaded area on the Lot Plan. Roof heights at side setback lines may not exceed 12 feet. See Article 3.6 for other conditions.

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008.

Property line walls shall not extend beyond line joining adjacent lots rear setback lines.

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation.

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony.

Walk-out or California basements shall not be allowed.

Emergency exit/light wells shall be located within the buildable area envelope.

No variances will be allowed for building heights or setbacks. Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards.

McLARAN VASQUEZ & PARTNERS
 IRVINE CALIFORNIA

The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Attons Group

EXHIBIT A
 LOT #11 PLAN

AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS CONDITIONS AND RESTRICTIONS
OF THE LAGUNA BEACH COLONY DESTINATION RESORT COMMUNITY

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF THE LAGUNA BEACH COLONY DESTINATION RESORT COMMUNITY is made as of the 10th day of December 2002 by THE CITY OF LAGUNA BEACH a municipal corporation THE LAGUNA BEACH COLONY ESTATES ASSOCIATION a California nonprofit mutual benefit corporation, and LAGUNA BEACH RESORTS LLC a Delaware limited liability company and successor by merger to FIVE STAR RESORT LLC a Delaware limited liability company and amends and restates in its entirety that certain Master Declaration of Covenants Conditions and Restrictions of the Laguna Beach Colony Destination Resort Community made as of the 21st day of March 2002 and recorded in the Official Records County of Orange California on April 23 2002 as Instrument No 20020336672 Capitalized terms used in the Recitals to this Restated Declaration that are not defined in such Recitals are defined in Article 1 below

RECITALS

A Restatement This Restated Declaration is an amendment and restatement of (and is intended by the Resort Center Parcel Owner the Estates Lots Owner the Estates Association the Villas Parcel Owner and the City to supercede and replace in its entirety) the Original Declaration The Original Declaration contained inadvertent definitional textual and other errors omissions and inconsistencies and the Resort Center Parcel Owner the Estates Lots Owner the Estates Association the Villas Parcel Owner and the City are making this Restated Declaration to correct such errors omissions and inconsistencies

B Statement of Purpose This Restated Declaration governs the planned development management operation and maintenance of a project (the **Project**) that includes a five star luxury resort a public park and residential development all of which is located in the City of Laguna Beach County of Orange State of California on the land legally depicted in Exhibit A 1 (the **Project Premises**) In addition to providing deluxe accommodations both transient and residential the Project will also provide substantial public benefits including without limitation improvements to the Coast Highway scenic corridor development of a blufftop park and access to publicly accessible resort gardens and beach areas significantly enhancing the appeal of the Project as a getaway destination for both residents and visitors alike A drawing depicting the various components of the Project is attached as Exhibit A 2

C The Project Premises The Project Premises are described as follows

(1) the Resort Center Parcel which is owned in fee simple by the Resort Center Parcel Owner and is more particularly described in Exhibit B upon which the Resort Center Parcel Owner is causing the construction and intends to cause the operation of the Resort Hotel as the same may be developed or altered from time to time

RECORDED AT THE REQUEST OF

Recorded in Official Records County of Orange
Darlene Bloom Clerk Recorder



320 00

2002001132724 03 19pm 12/12/02

103 15 D02 158

0 00 0 00 0 00 0 00 314 00 0 00 0 00 0 00

WHEN RECORDED RETURN TO

Squire Sanders & Dempsey LLP
40 North Central Avenue
Suite 2700
Phoenix AZ 85004-4498
Attn Bruce Martin Esq

(Above Space for Recorder s Use)

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF THE LAGUNA BEACH
COLONY DESTINATION RESORT COMMUNITY

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS

NAME OF NOTARY Verna L Rollinger
DATE COMMISSION EXPIRES 9-17-04
COUNTY WHERE BOND IS FILED Orange
COMMISSION NUMBER 1274696
MANUFACTURER/VENDOR NUMBER NNA1
PLACE OF EXECUTION SANTA ANA DATE 12-2-02
SIGNATURE Bob Blank
FIRST AMERICAN TITLE INSURANCE CO

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS

"

PLACE OF EXECUTION SANTA ANA
DATED _____

SIGNATURE _____
FIRST AMERICAN TITLE INSURANCE CO

*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

GOVERNMENT CODE 27361 7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS

NAME OF NOTARY Jean Wojnar
DATE COMMISSION EXPIRES 8-31-06
COUNTY WHERE BOND IS FILED Orange
COMMISSION NUMBER 1372763
MANUFACTURER/VENDOR NUMBER N/A
PLACE OF EXECUTION SANTA ANA DATE 12-12-02
SIGNATURE Bob Blank
FIRST AMERICAN TITLE INSURANCE CO

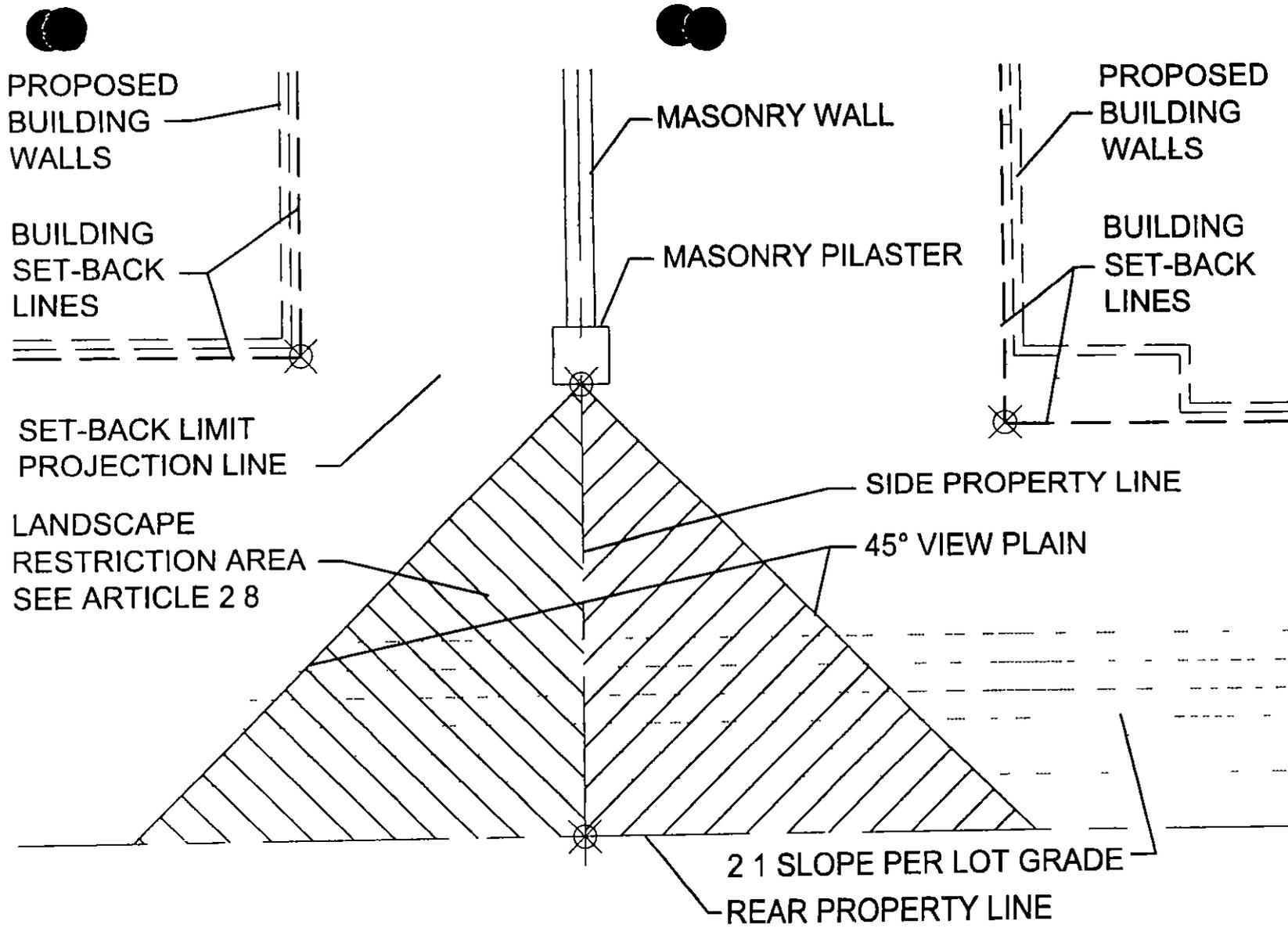
I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS

"

PLACE OF EXECUTION SANTA ANA
DATED _____

SIGNATURE _____
FIRST AMERICAN TITLE INSURANCE CO

*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



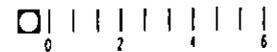
McLARAND VASQUEZ & PARTNERS
IRVINE CALIFORNIA

The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Athens Group

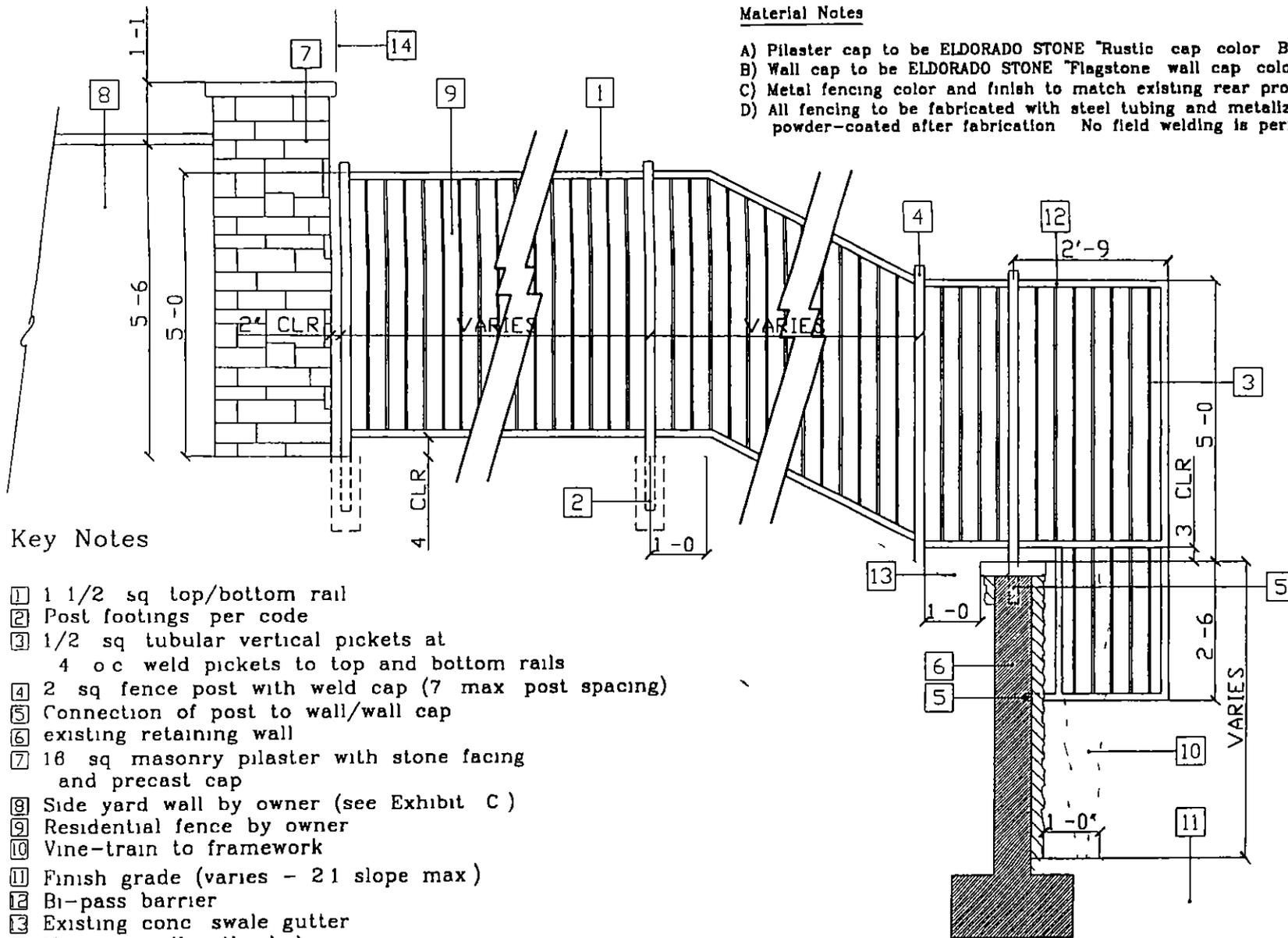
EXHIBIT D-3
REAR YARD VIEW EASEMENT



SEPTEMBER, 2002

Material Notes

- A) Pilaster cap to be ELDORADO STONE "Rustic cap color Buckskin
- B) Wall cap to be ELDORADO STONE "Flagstone wall cap color "Buckskin
- C) Metal fencing color and finish to match existing rear property line railings
- D) All fencing to be fabricated with steel tubing and metalized or powder-coated after fabrication No field welding is permitted



Key Notes

- 1 1 1/2 sq top/bottom rail
- 2 Post footings per code
- 3 1/2 sq tubular vertical pickets at 4 o c weld pickets to top and bottom rails
- 4 2 sq fence post with weld cap (7 max post spacing)
- 5 Connection of post to wall/wall cap
- 6 existing retaining wall
- 7 16 sq masonry pilaster with stone facing and precast cap
- 8 Side yard wall by owner (see Exhibit C)
- 9 Residential fence by owner
- 10 Vine-train to framework
- 11 Finish grade (varies - 2:1 slope max)
- 12 Bi-pass barrier
- 13 Existing conc swale gutter
- 14 Masonry wall setback line

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IRVINE CALIFORNIA

The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

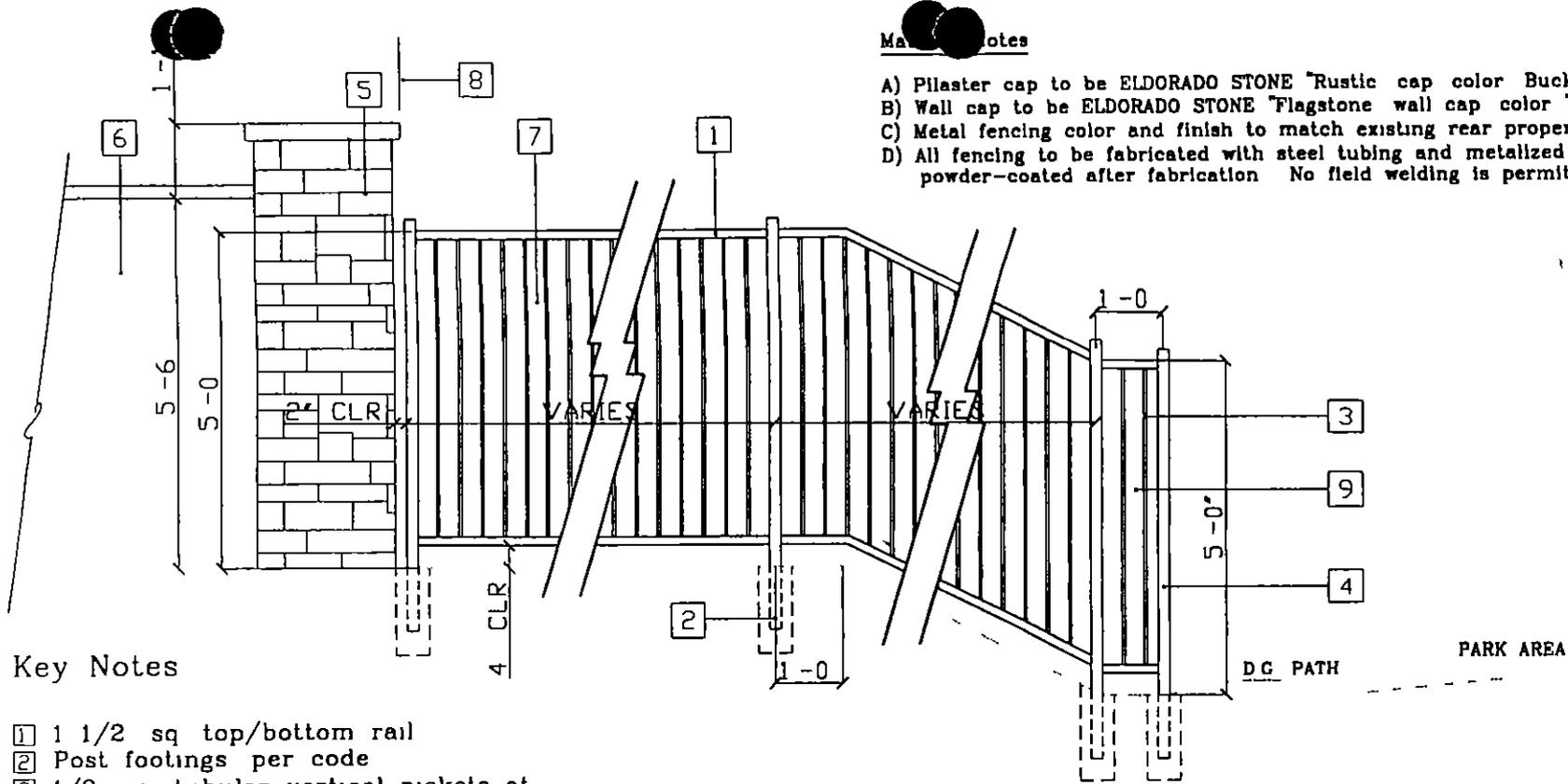
The Architects Group

EXHIBIT D-2
REAR SIDE YARD FENCE
SECTION/ELEVATION - LOTS 8-14



Main Notes

- A) Pilaster cap to be ELDORADO STONE "Rustic cap color Buckskin
- B) Wall cap to be ELDORADO STONE "Flagstone wall cap color "Buckskin
- C) Metal fencing color and finish to match existing rear property line railings
- D) All fencing to be fabricated with steel tubing and metalized or powder-coated after fabrication No field welding is permitted



Key Notes

- 1 1 1/2 sq top/bottom rail
- 2 Post footings per code
- 3 1/2 sq tubular vertical pickets at 4 o.c weld pickets to top and bottom rails
- 4 2 sq fence post with weld cap (7 max post spacing)
- 5 16 sq masonry pilaster with stone facing and precast cap
- 6 Side yard wall by owner (see Exhibit C)
- 7 Residential fence by owner
- 8 Masonry wall setback line
- 9 Existing rear yard fence

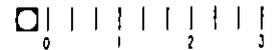
McLARAND VASQUEZ & PARTNERS
IRVINE CALIFORNIA

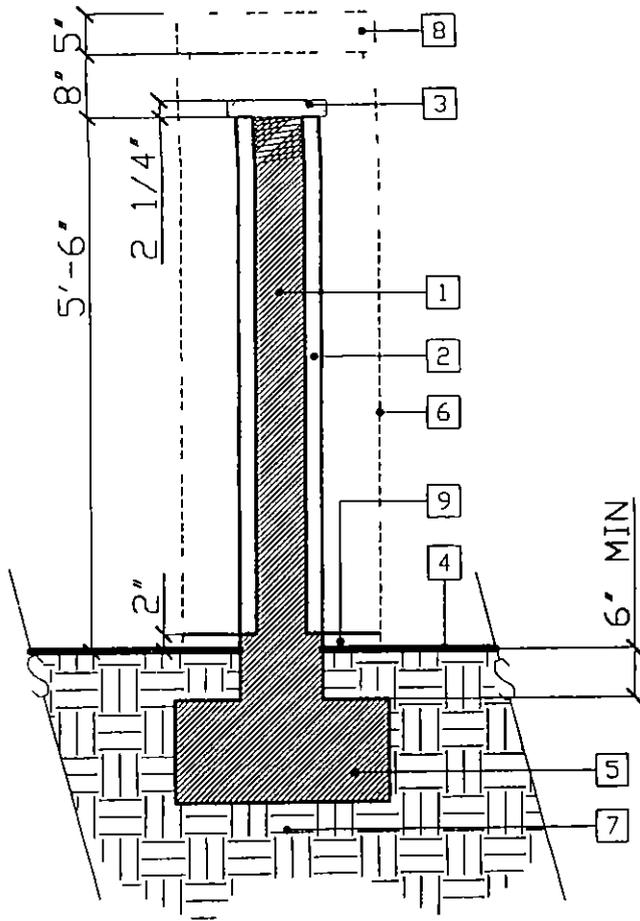
The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT D-1
REAR SIDE YARD FENCE
SECTION/ELEVATION - LOTS 1-7





NOTES

- ① Concrete block construction, per city standards
- ② Wall finish - home owner to select from
DRC -approved alternatives
stone brick or wood shingle
- ③ Wall cap to be ELDORADO STONE Flagstone wall
cap color Buckskin
- ④ Finish grade
- ⑤ Concrete footing as required by City
- ⑥ 16 square masonry pilaster with stone facing
and precast cap Stone to be ELDORADO STONE
Colony Blend color Buckskin to match existing
project walls and pilasters
- ⑦ Compacted subgrade
- ⑧ Pilaster cap to be ELDORADO STONE Rustic" cap
color Buckskin 24' square x 5' thick
- ⑨ Facing material shall be set on ledger block that
extends 2" above the finish grade line

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IRVINE CALIFORNIA

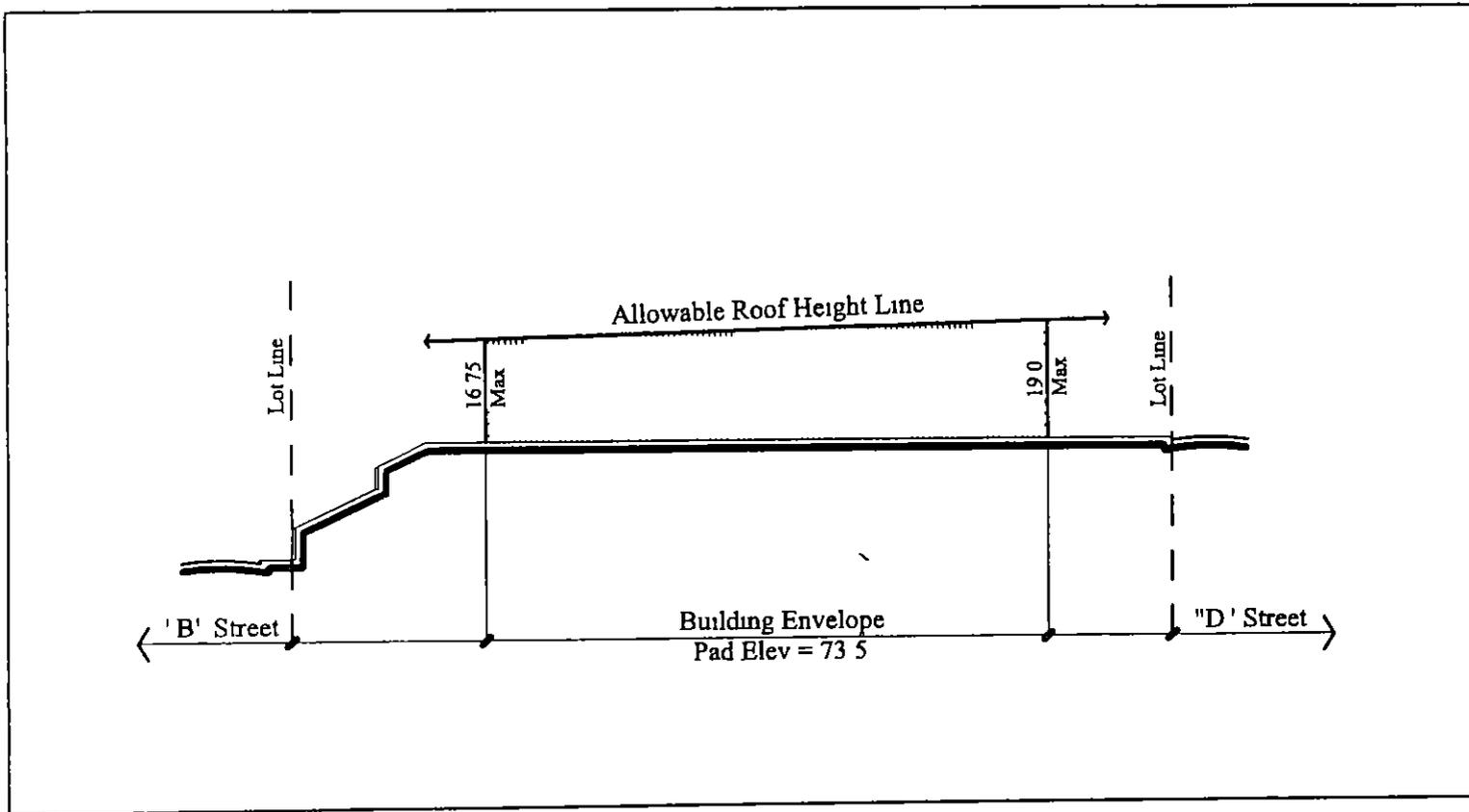
The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Athletics Group

EXHIBIT C
SIDE YARD WALL SECTION/ELEVATION





Section line is cut through center of Lot 12

See Treasure Island L C P Section 11.3.4 #4
for definition of Allowable Roof Height Line

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IRVINE CALIFORNIA

The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT B
LOT 12 SECTION



LOT 14

LOT SIZE 15 425 sq ft

44% BUILDING COVERAGE MAXIMUM

PAD ELEVATION 73.5 (FF = 74.0)

Total side yard setbacks shall equal a minimum of 20 feet

Maximum building heights shall be limited as indicated on this Lot Plan (see Exhibit B Lot #14 Section) Roof heights at side setback lines may not exceed 12 feet
See Article 3.6 for other conditions

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008

Property line walls shall not extend beyond line joining adjacent lots rear setback lines

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation

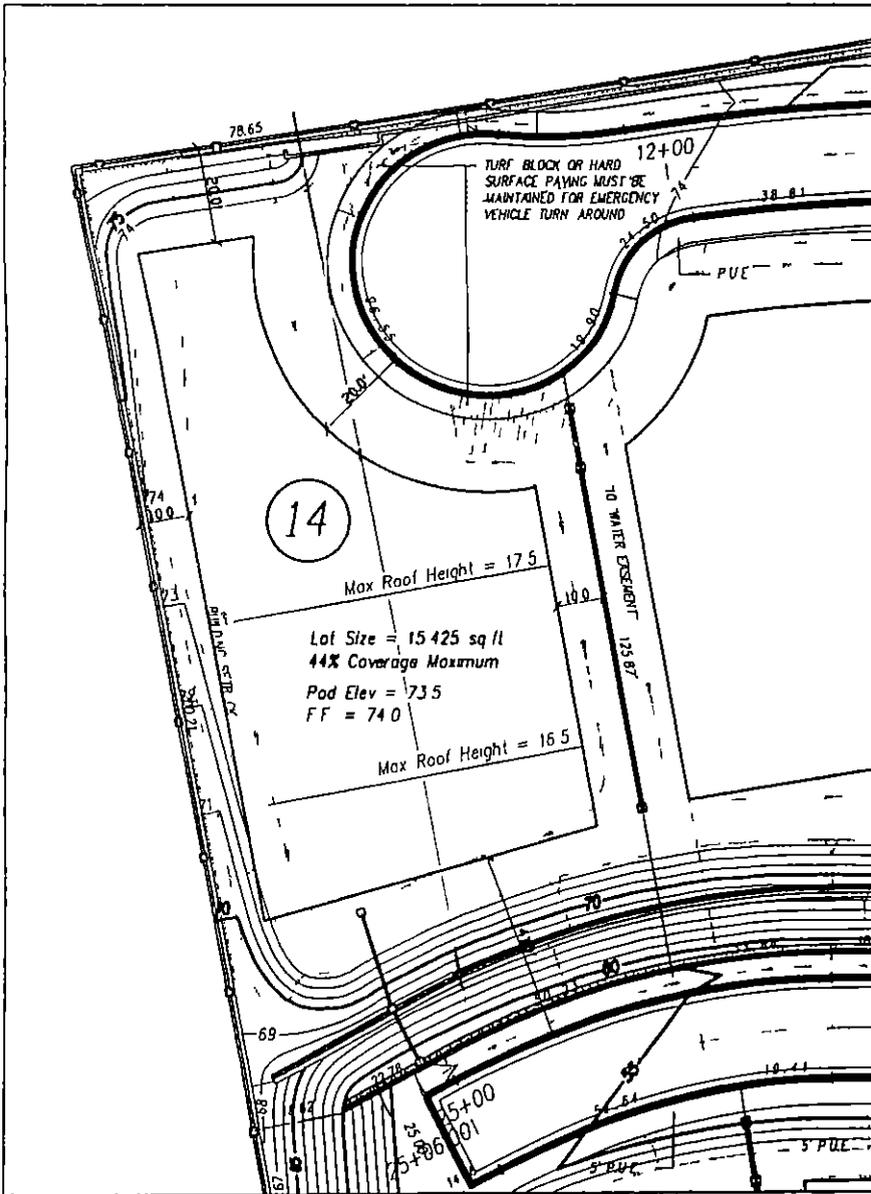
No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony

Walk-out or California basements shall not be allowed

Emergency exit/light wells shall be located within the buildable area envelope

No variances will be allowed for building heights or setbacks
Landscape at mature heights shall not exceed 20 feet

Tree placement adjacent to the Blue Lagoon perimeter wall along Lot 14 is per final Landscape Improvement Plans for Residential Delta 63, dated November 12, 2001 on file at The City of Laguna Beach. Any modification to the perimeter wall tree planting adjacent to Lot 14 will need approval by both The Blue Lagoon Home Owners Association and The Laguna Beach Colony Estates Association



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IRVINE CALIFORNIA

The Laguna Beach Colony

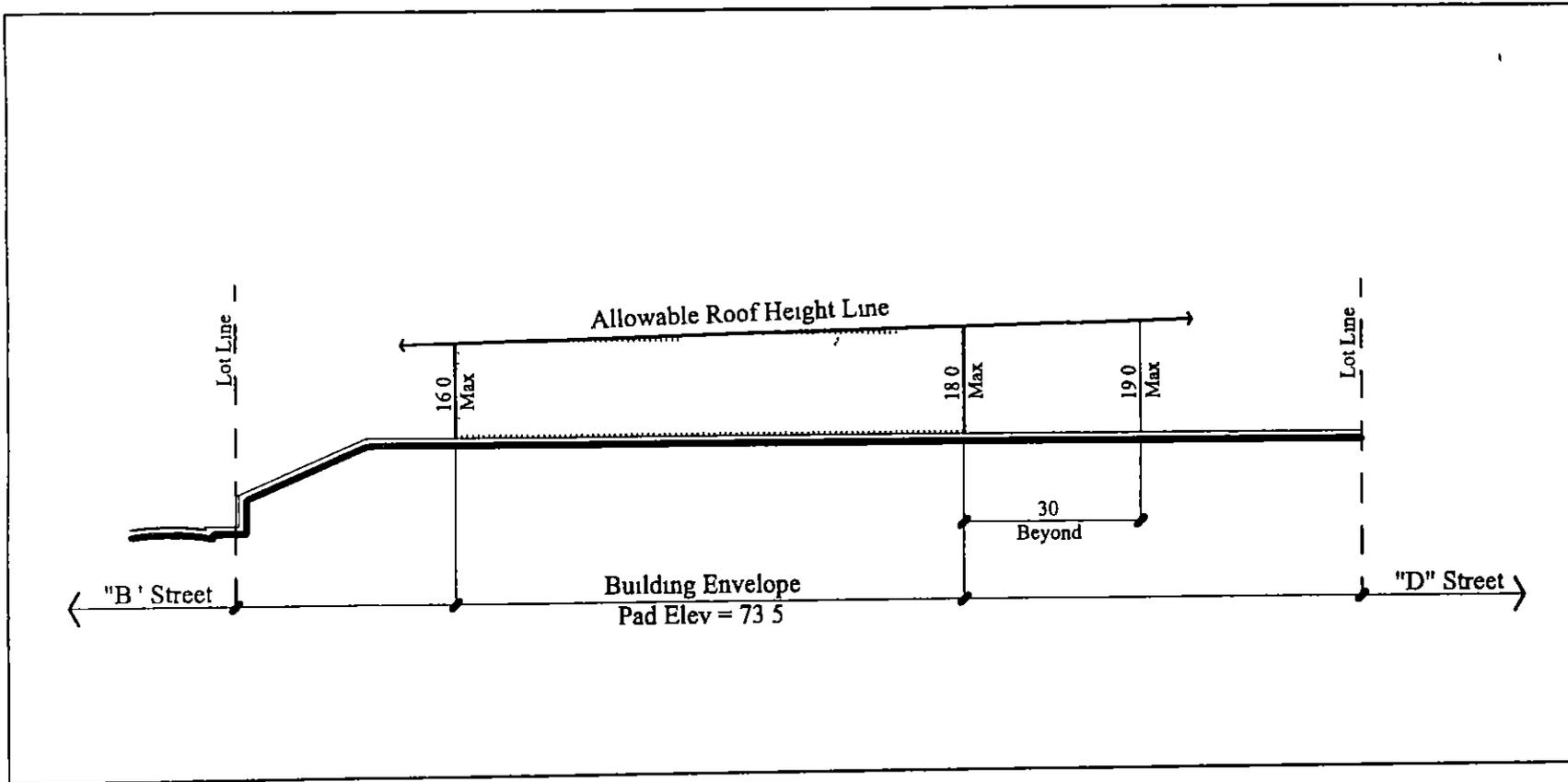
LAGUNA BEACH CALIFORNIA

The Allens Group

EXHIBIT A
LOT #14 PLAN



SEPTEMBER 2002



Section line is cut through center of Lot 14

See Treasure Island L C P Section 11 3 4 #4
for definition of Allowable Roof Height Line

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IRVINE CALIFORNIA

The Laguna Beach Colony

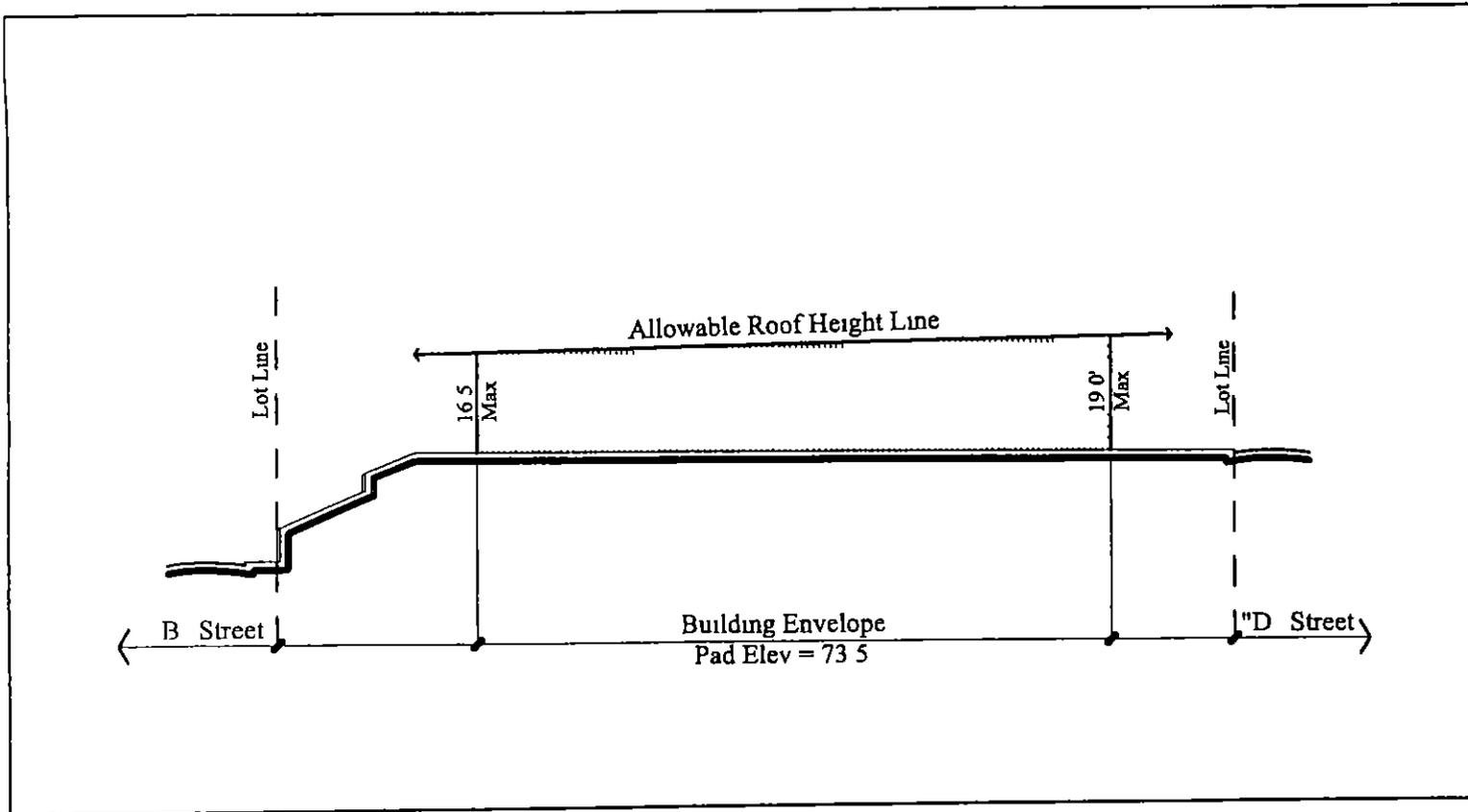
LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT B
LOT 14 SECTION



SEPTEMBER 2002



Section line is cut through center of Lot 13

See Treasure Island L C P Section 11.3.4 #4
for definition of Allowable Roof Height Line

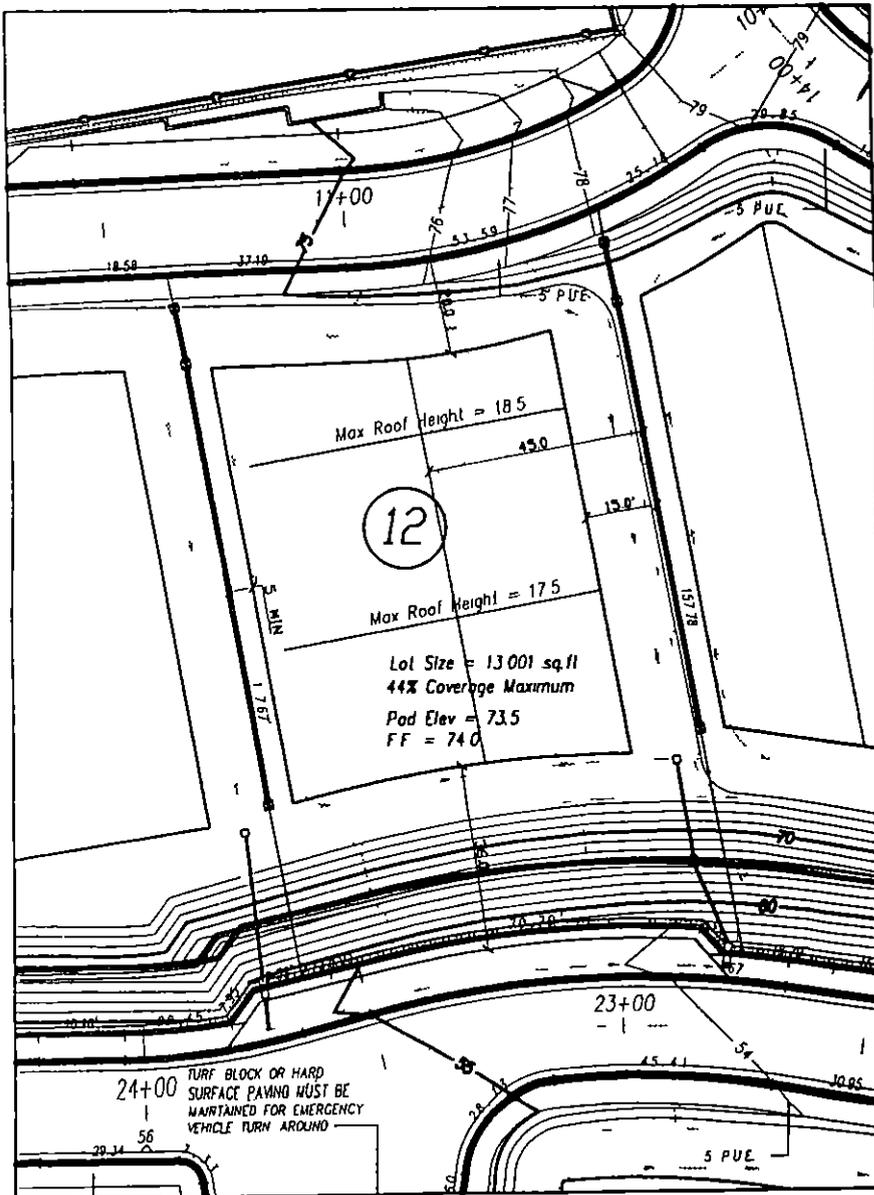
McLARAND VASQUEZ & PARTNERS
IRVINE CALIFORNIA

The Laguna Beach Colony
LAGUNA BEACH CALIFORNIA

The Athens Group

EXHIBIT B
LOT 13 SECTION





LOT 12

LOT SIZE 13 001 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 73.5 (FF = 74.0)

Total side yard setbacks shall equal a minimum of 20 feet

Maximum building heights shall be limited as indicated on this Lot Plan (see Exhibit B Lot #12 Section) Roof lines are limited to a maximum of 16 feet within that portion of the building envelope as indicated by the shaded area on the Lot Plan Roof heights at side setback lines may not exceed 12 feet See Article 3.6 for other conditions

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008

Property line walls shall not extend beyond line joining adjacent lots rear setback lines

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony

Walk-out or California basements shall not be allowed

Emergency exit/light wells shall be located within the buildable area envelope

No variances will be allowed for building heights or setbacks Landscape at mature heights shall not exceed 20 feet at front and rear yards and 15 feet in sideyards

McLARAND VASQUEZ & PARTNERS
 IRVINE CALIFORNIA

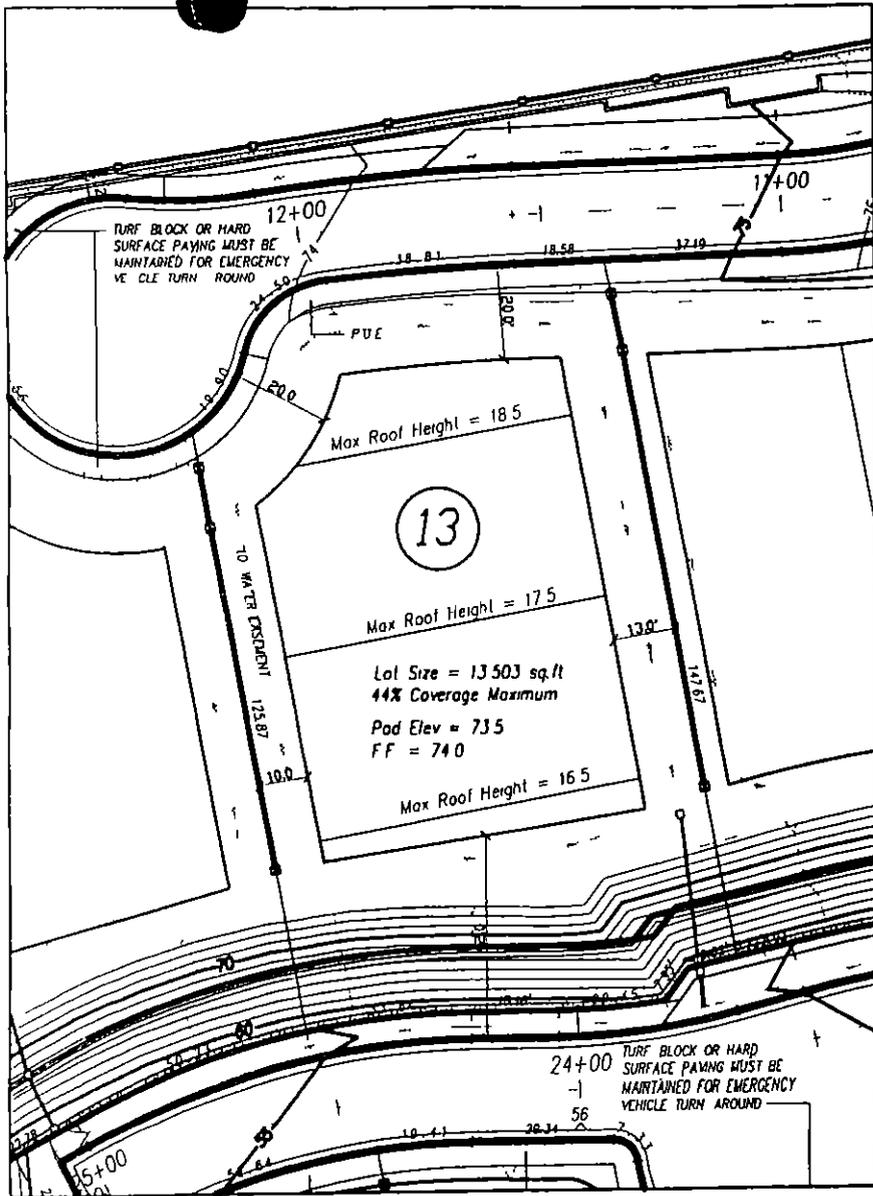
The Laguna Beach Colony

LAGUNA BEACH CALIFORNIA

The Allens Group

EXHIBIT A
 LOT #12 PLAN





LOT 13

LOT SIZE 13 503 sq ft
 44% BUILDING COVERAGE MAXIMUM
 PAD ELEVATION 73.5 (FF = 74.0)

Total side yard setbacks shall equal a minimum of 23 feet

Maximum building heights shall be limited as indicated on this Lot Plan (see Exhibit B Lot #13 Section) Roof heights at side setback lines may not exceed 12 feet See Article 3.6 for other conditions

Permitted projections into required yards must comply with Laguna Beach Municipal Code Section 25.50.008

Property line walls shall not extend beyond line joining adjacent lots rear setback lines

All structures shall be a maximum of one story (excluding lofts) above finished pad elevation

No information shown on this Lot Plan shall supercede or conflict with the Design and Construction Guidelines for The Laguna Beach Colony

Walk-out or California basements shall not be allowed

Emergency exit/light wells shall be located within the buildable area envelope

No variances will be allowed for building heights or setbacks Landscape at mature heights shall not exceed 20 feet

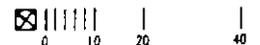
McLarand Vasquez & Partners
 Irvine California

The Laguna Beach Colony

Laguna Beach California

The Athens Group

EXHIBIT A
 LOT #13 PLAN



(ii) the Estates Lots, which are owned in fee simple by the Estates Lots Owner and are more particularly described in Exhibit C consisting of 14 single-family residential lots as the same may be developed or altered from time to time which the Estates Lots Owner intends to sell and convey in fee simple to individual Estates Homeowners

(iii) the Residential Common Area which is owned in fee simple by the Estates Lots Association and is more particularly described in Exhibit D consisting of rights-of-way and landscaped areas which the Estates Lots Association will maintain and operate and which will provide access to the Estates Lots and the Villas Parcel

(iv) the Villas Parcel which is owned in fee simple by the Villas Parcel Owner and is more particularly described in Exhibit E which the Villas Parcel Owner intends to subdivide into 14 residential condominium units and associated common area and on which the Villas Parcel Owner is causing the construction of 14 residential condominium units and associated common area as the same may be developed or altered from time to time The Villas Parcel Owner intends to sell and convey such residential condominium units to individual Villas Homeowners and

(v) the City Owned Areas which have been dedicated or conveyed to the City in fee simple or by easement and which are more particularly described in Exhibit F as the same may be developed or altered from time to time

D Relationship of the Parcels The Project is a private development project creating substantial public benefits pursuant to the dedication and conveyance to the City of a substantial portion of the Project Premises for public use and access In order to achieve the benefits of a definitive and organized general plan of development the Resort Center Parcel Owner the Estates Lots Owner the Estates Lots Association the Villas Parcel Owner and the City acknowledge that this Restated Declaration except as expressly provided herein shall affect the entire Project Premises as equitable servitudes and covenants appurtenant to and running with each portion of the Project Premises

E Covenants Affecting Project Premises To establish The Laguna Beach Colony Project the Resort Center Parcel Owner the Estates Lots Owner the Estates Association the Villas Parcel Owner and the City desire to subject the Project Premises to this Restated Declaration thereby setting forth certain rights duties agreements obligations and easements relating to in on over and across the Project Premises Each separate interest of a party to this Restated Declaration is intended to be coupled with easement rights appurtenant to such party's separate interest as more particularly described in this Restated Declaration

F Covenants Affecting Project Premises The Resort Center Parcel Owner the Estates Lots Owner the Estates Association the Villas Parcel Owner and the City desire to make certain mutual provisions for the construction maintenance and operation of the City-Owned Areas the portions of the Accessways located outside of the City Owned Areas and other buildings and improvements which now exist or which may in the future be constructed upon the Project Premises and to make certain other covenants and agreements all as hereinafter specifically set forth

G Conveyance of Parcels Subject to Restrictions The Resort Center Parcel Owner the Estates Lots Owner, the Estates Association the Villas Parcel Owner and the City intend to hold sell lease license subdivide or otherwise convey their respective estates or other interests in the Project Premises subject to the provisions of this Restated Declaration and desire that the ownership use operation and enjoyment of the Project Premises be subject to the easements agreements covenants conditions and restrictions set forth in this Restated Declaration

DECLARATION

The Resort Center Parcel Owner the Estates Lots Owner the Estates Association the Villas Parcel Owner and the City hereby declare that the Project Premises (and all portions thereof) are and shall be held conveyed hypothecated encumbered licensed rented used and occupied subject to the following limitations restrictions, easements covenants and conditions all of which are declared and agreed to be in furtherance of the subdivision improvement protection maintenance and sale of Parcels (and all portions thereof) within the Project Premises and all of which are declared and agreed to be for the purpose of enhancing maintaining and protecting the value and attractiveness of the Project Premises All of the limitations restrictions easements covenants and conditions set forth in this Restated Declaration shall run with the land that constitutes the Project Premises shall be binding upon and inure to the benefit of all parties having or acquiring any right title or interest in the Project Premises (or any portion thereof) shall be enforceable equitable servitudes and shall be binding on and inure to the benefit of the successors in-interest of such parties By their respective execution of this Restated Declaration the Resort Center Parcel Owner the Estates Lots Owner the Estates Association the Villas Parcel Owner and the City hereby accept and consent to this Restated Declaration and agree that all of the limitations restrictions easements covenants and conditions set forth in this Restated Declaration shall run with their respective Parcels shall be binding upon and inure to the benefit of all parties having or acquiring any right title or interest in any of such Parcels (or any portion thereof) shall be enforceable equitable servitudes and shall be binding on and inure to the benefit of their respective successors in-interest

Article 1

DEFINITIONS

As used in this Restated Declaration the following terms have the meanings set forth below

1.1 Accessways **Accessways** means collectively (i) the Scenic Corridor Walkway (ii) the Beach and Marine Access and (iii) the Coastal Access all as shown on Exhibit A-2

1.2 Accounting Period **Accounting Period** means any period beginning on January 1 and ending on the next following December 31 except that the first Accounting Period shall commence on the date of the recordation of a notice by the Resort Center Parcel Owner stating that a temporary or permanent certificate of occupancy has been issued with respect to the Resort Center Parcel and shall end on the next following December 31 and the last Accounting Period shall end on the date on which this Restated Declaration terminates

1 3 Additional Park Easement **Additional Park Easement** means the easement over Lot J Tract No 15497 for the benefit of the City as established by the Final Map which easement shall serve as an interface between the Resort Center Parcel and the Estates Lots and as shown on Exhibit A 2 and Exhibit F 2

1 4 Applicable Law **Applicable Law** means any law statute regulation rule order policy ordinance or resolution of the City or any other governmental or quasi-governmental entity applicable to the Project Premises and/or the Improvements (or any portion or the use or occupancy thereof) now in effect or as hereafter promulgated including but not limited to any applicable environmental mitigation measure and any use restrictions on the Project Premises imposed by any law statute regulation rule order policy ordinance or resolution relating to or regulating in any way the use storage or presence of any chemical material or substance which chemical material or substance is or may be prohibited limited or regulated by any such governmental or quasi-governmental entity or could pose a hazard to the health or safety of any Person

1 5 Applicable Rate **Applicable Rate** means the rate of interest chargeable pursuant to this Restated Declaration equal to the lesser of twelve percent (12%) per annum or the maximum rate allowed by Applicable Law

1 6 Arbitration **Arbitration** is defined in Section 18 1 1 below

1 7 Arbitrator **Arbitrator** is defined in Section 18 1 2 below

1 8 Beach and Marine Access **Beach and Marine Access** means collectively (i) the Blufftop Walk (ii) the North Ramp (iii) the South Ramp (iv) the Cove Stairway and (v) the Handicapped Accessible Ramp all as shown on Exhibit A 2

1 9 Bluff Face **Bluff Face** means the portion of the City-Owned Areas located between the western boundary of the Blufftop Park and the inland edge of (i) the Sand Beach and (ii) the portion of the Project Premises designated on Exhibit A 2 and Exhibit F-1 as the Marine Reserve as shown on Exhibit A-2 and Exhibit F-1

1 10 Blufftop Park **Blufftop Park** means the public park owned by the City (whether in fee or pursuant to easement rights) and consisting of the portion of the City-Owned Areas between the easterly boundary of the Bluff Face and the easterly boundary of Lot H Tract No 15497 as shown on Exhibit F 1

1 11 Blufftop Walk **Blufftop Walk** means the emergency vehicle and pedestrian pathway owned by the City that traverses the entire length of Blufftop Park and from which access to the Sand Beach and the portion of the City-Owned Areas designated on Exhibit F-2 as the Marine Preserve is provided by the North Ramp the South Ramp the Cove Stairway and the Handicapped Accessible Ramp as shown on Exhibit A 2

1 12 Business Day **Business Day** means a day other than a Saturday Sunday or other day (i) that is a government holiday under the laws of the State of California or the City and/or (ii) on which commercial banks are authorized or required to close under the laws of the State of California

1 13 Capital Repairs and Improvements **Capital Repairs and Improvements** means the structural restoration reconstruction repair replacement rebuilding development demolition or razing of the Improvements initially constructed on the City-Owned Areas as required or permitted by the LCP the CDP the Development Agreement and/or this Restated Declaration

1 14 CDP **CDP** means collectively the coastal development permits applicable to the Project Premises including without limitation CDP Nos 99-77 99-78 99-79 and 99 80 issued by the City of Laguna Beach California and CDP Nos A 5-LGB-00-024 A 5-LGB 00 078 A 5-LGB-00 079 and A-5 LGB 00-080 issued by the California Coastal Commission

1 15 City **City** means the City of Laguna Beach a municipal corporation organized under the laws of the State of California

1 16 City-Owned Areas **City Owned Areas** means collectively the (i) Additional Park Easement (ii) the Bluff Face (iii) the Residential Bluff Retreat Easement (iv) the Resort Bluff Retreat Easement (v) the Blufftop Park (vi) the Blufftop Walk, (vii) the City Parking Structure (viii) the Coast Highway Scenic Corridor (ix) the Rock Groyn/Sea Wall (x) the Cove Stairway (xi) the Handicapped Accessible Ramp (xii) the North Ramp (xiii) the Resort Garden (xiv) the Sand Beach (xv) the Scenic Corridor Walkway, and (xvi) the South Ramp

1 17 City Parking Structure **City Parking Structure** means the below grade and covered parking structure to be built by the Resort Center Parcel Owner within the easement over Lot 18 Tract No 15497 in favor of the City established by the Final Map and to be located at the southern portion of the Project adjacent to and south of the South Entry Access as shown on Exhibit A 2 and Exhibit F 2

1 18 Coast Highway Scenic Corridor **Coast Highway Scenic Corridor** means the 25 foot highway setback view corridor located within the easement in favor of the City established by the Final Map and extending along the entire frontage of the Project Premises on the Coast Highway as shown on Exhibit A-2 and Exhibit F 2

1 19 Coastal Access **Coastal Access** means (i) the Main Entry Access (ii) the South Entry Access (iii) the Residential Area Access and (iv) the Resort Hotel Access all as shown on Exhibit A 2

1 20 Coastal Commission **Coastal Commission** means the California Coastal Commission established pursuant to Division 20 of the California Public Resources Code

1 21 Common Maintenance Area **Common Maintenance Area** means (i) all areas presently existing or as later altered modified or improved within the exterior boundaries of the areas designated herein as City-Owned Areas (excluding the Sand Beach) that are or are designated and intended to be constructed installed or improved and available for use by the general public and (ii) the City Maintained Storm Drain as shown on Exhibit A-3 With respect to any Improvement located in any portion of the City-Owned Areas the fee title to which is not owned by the City that is used for the exclusive benefit of such fee owner (and not the City or the public) such Improvement shall not be part of the Common Maintenance Area

1 22 Common Maintenance Area Costs

1 22 1 Costs Included **Common Maintenance Area Costs** shall mean all expenses and costs of every kind and nature that arise in connection with the Maintenance and operation of the Common Maintenance Area by the Resort Center Parcel Owner as required by this Restated Declaration and shall include without limitation

(a) Wages salaries and related expenses and benefits of all personnel whether the Resort Center Parcel Owner s employees or employees of the Resort Center Parcel Owner s agents or independent contractors whether on-site or off site while engaged directly in the operation management and/or Maintenance of and/or providing security for the Common Maintenance Area

(b) The costs of supplies materials and rental of equipment used in the operation management and/or Maintenance of and/or providing security for the Common Maintenance Area

(c) Periodic charges for use of all Utility Facilities providing utility services to the Common Maintenance Area (including any hook up connection and/or service charge or surcharge and energy allocations or energy use charges or surcharges in connection with the operation and management of the Common Maintenance Area)

(d) The costs of all Maintenance janitorial and service agreements for the Common Maintenance Area and the equipment therein including without limitation professional management and security services, alarm services Maintenance and landscaping services and rubbish removal

(e) Legal expenses and accounting expenses incurred in the operation and management of the Common Maintenance Area including without limitation the calculation of the amount of Common Maintenance Area Costs by certified public accountants

(f) All insurance premiums and costs associated with the insurance required to be carried by the Resort Center Parcel Owner pursuant to Section 10 2 below with respect to the Common Maintenance Area and such other insurance with respect to the Common Maintenance Area as the Resort Center Parcel Owner may deem reasonably necessary to obtain in the future

(g) The costs of general Maintenance of the Common Maintenance Area (excluding general Maintenance required to be paid for by an Owner other than the Resort Center Parcel Owner at such Owner s sole expense pursuant to this Restated Declaration or otherwise performed or paid for by (i) an Owner other than the Resort Center Parcel Owner (ii) the proceeds of insurance or (iii) any Person that is not a party to this Restated Declaration)

(h) The costs of utilities insurance materials supplies and equipment related to or used in connection with services provided or available to be provided within the Common Maintenance Area

(i) The costs of professionals retained on behalf of the Resort Center Parcel Owner in connection with Resort Center Parcel Owner's performance of its obligations under this Restated Declaration with respect to the Common Maintenance Area

(j) The costs of compliance with any and all Applicable Laws with respect to the Common Maintenance Area including without limitation the costs of complying with any and all governmentally required traffic management and fire safety programs and any construction associated therewith, and

(k) The costs of banners and signs related to the Project (and not related to commercial purposes) if any placed on the Common Maintenance Area by the Resort Center Parcel Owner

1 22 2 Costs Excluded Notwithstanding anything to the contrary contained in this Section 1 22 Common Maintenance Area Costs shall not include

(a) The cost of any construction or development other than described in Section 1 22 1 above

(b) Depreciation on the construction costs of any Improvements on or in the Common Maintenance Area and

(c) The cost of special services goods or materials provided to or specific costs incurred for the account of specific Owners and Permittees

1 23 Condemnation **Condemnation** means (i) the taking of all or any part of the Project or the possession thereof under the power of eminent domain or (ii) the voluntary sale of all or any part of the Project (with the consent of the Owner or Owners of the respective interests therein) to a governmental agency having the power of eminent domain provided that such portion of the Project is then under threat of taking by eminent domain evidenced by notice of the same from a governmental agency having the power to do so

1 24 County **County** means the County of Orange California

1 25 Cove Stairway **Cove Stairway** means the existing stairway down the Bluff Face providing access to a portion of the Sand Beach as shown on Exhibit A-2

1 26 Deed Restriction **Deed Restriction** means collectively (i) that certain Deed Restrictions for the benefit of the California Coastal Commission and encumbering the Project Premises executed by Five Star Resort LLC a Delaware limited liability company as the Owner of the Project Premises and recorded on September 5 2000 in the Official Records County of Orange as Instrument No 20000463206 and (ii) that certain Deed Restrictions for the benefit of the California Coastal Commission and encumbering the Project Premises executed by Five Star Resort LLC a Delaware limited liability company as the Owner of the Project Premises and recorded on January 4 2002 in the Official Records County of Orange as Instrument No 200200008132

1 27 Design Review Committee **Design Review Committee** means the Design Review Committee established pursuant to the provisions of Article 4 of this Restated Declaration

1 28 Development Agreement **Development Agreement** means that certain Development Agreement between the City and Five Star Resort LLC, a Delaware limited liability company approved by the City Council of the City on September 7 1999 (Ordinance No 1355) effective as of October 7 1999 and recorded on November 3 1999 in the Official Records County of Orange as Instrument No 19990770847 as may be amended or modified pursuant to the provisions thereof The Development Agreement sets forth certain restrictions on the development of the Project Premises in accordance with the policies and regulations set forth in the certified LCP

1 29 DRC Designee **DRC Designee** is defined in Section 4 2

1 30 Effective Date **Effective Date** means the date on which this Restated Declaration is filed for record in the Official Records of the Orange County Recorder

1 31 EIR **EIR** means the Treasure Island Environmental Impact Report and Monitoring Program for the Project certified by the City on June 2 1998 (Resolution No 98 032) The EIR includes (i) the Program EIR No 1996031023 that evaluated the potential environmental impacts of all land uses and implementing actions approved as part of LCP certification and (ii) the addendum to such Program EIR that evaluated the later proposed design modifications to the Project and their associated environmental impacts not previously addressed

1 32 Enforcement Assessment **Enforcement Assessment** means any of the Enforcement Assessments described in Articles 6 and 7 below

1 33 Enforcing Party **Enforcing Party** means any party entitled to enforce an Enforcement Assessment pursuant to the provisions of this Restated Declaration

1 34 Estates Association **Estates Association**¹ means The Laguna Beach Colony Estates Association a California non profit mutual benefit corporation in which the Estates Lots Owner (for so long as the Estates Lots Owner owns any Estates Lot) and each Estates Homeowner will have a membership interest

1 35 Estates Common Maintenance Area **Estates Common Maintenance Area** means those portions of Estates Lots the Maintenance of which is the responsibility of the Estates Association pursuant to any recorded declaration of covenants and restrictions (or other instrument) relating to the Estates Lots and Residential Common Area

1 36 Estates Homeowner **Estates Homeowner** means with respect to a given Estates Lot (i) the owner of fee simple title to such Estates Lot who acquires such title directly from the Estates Lots Owner or (ii) any owner of fee simple title to such Estates Lots who acquires such title after the acquisition of such Estates Lots described in clause (i) of this Section 1 36

1 37 Estates Lot **Estates Lot** means any of the Estates Lots

1 38 Estates Lots **Estates Lots** means collectively (i) Parcels 1 and 2 of Lot Line Adjustment LLA 02-13 per document recorded December 11 2002 as Instrument No 200200112-5724 Records of Orange County California (formerly Lots 1 and 2 respectively of Tract No 15497) and (ii) Lots 3 through 14 of Tract No 15497

1 39 Estates Lots Owner **Estates Lots Owner** means (i) the owner of the fee title to all of the Estates Lots on the Effective Date and (ii) any successor to such fee owner that acquires all or any portion of the fee interest of such owner in one or more Estates Lots and to whom such fee owner (or a successor that has become the Estates Lots Owner) has expressly assigned in writing the rights and duties as Estates Lots Owner under this Restated Declaration On the Effective Date the Resort Center Parcel Owner is the Estates Lots Owner

1 40 Estates Resident **Estates Resident** means with respect to a given Estates Lot (i) the Estates Homeowner for such Estates Lot and (ii) any guest or Tenant of such Estates Homeowner residing in a single-family home constructed on such Estates Lot

1 41 Final Map **Final Map** means the final subdivision map of Tract No 15497 filed in Book 827 Pages 16 to 26 inclusive of Miscellaneous Maps Records of Orange County California

1 42 Grantee **Grantee** is defined in Section 3 1 1(b) below

1 43 Grantor **Grantor** is defined in Section 3 1 1(a) below

1 44 Handicapped Accessible Ramp **Handicapped Accessible Ramp** means the ramp providing handicapped access down the Bluff Face to the Sand Beach as shown on Exhibit A 2

1 45 Improvement Plans **Improvement Plans** means any plans and/or specifications to be submitted to the Design Review Committee for its review and approval pursuant to Article 4 of this Restated Declaration

1 46 Improvements **Improvements** means all buildings structures and other items constructed installed and/or completed or to be constructed installed and/or completed by or on behalf of any Owner on any portion of the Project Premises that is required or permitted by the LCP the CDP the EIR the Development Agreement and/or this Restated Declaration

1 47 Index **Index** means with respect to a given calendar year the Consumer Price Index for All Items for the Orange County Area All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (Base Year 1982 84=100) for the month of January of such calendar year (or if the Consumer Price Index is not published in January the next succeeding month in which the Consumer Price Index is published) or such successor index as may be established to provide a measure of the current purchasing power of the United States dollar

1 48 LCP **LCP** means the Treasure Island Local Coastal Program adopted by the City on June 2 1998 (Resolution No 98 033) and certified by the Coastal Commission on February 2 1999 and any amendments thereto which contains the land use plan and implementing programs for the Project required by the California Coastal Act

1 49 Main Entry Access **Main Entry Access** means the six (6)-foot wide pedestrian pathway which begins at the main entry to the Resort Center Parcel located at the northern portion of the Project Premises and provides access to the Blufftop Park through the Project Premises as shown on Exhibit A 2

1 50 Maintenance (Maintain) **Maintenance** and **Maintain** mean, with respect to a given portion of the Project Premises and without limitation any and all of the following (which shall be performed by the applicable Owner as required by this Restated Declaration) (i) inspecting servicing and otherwise maintaining Improvements building equipment signage and landscape in a first class condition state of repair and working order and performing any repairs replacements and other work for such purposes (ii) keeping the same well-painted clean and clear of and removing gum rubbish debris graffiti unlawful obstructions oil grease ice and water (iii) keeping the same lighted and ventilated in accordance with the standards therefor set forth in this Restated Declaration (iv) making such additions alterations repairs and replacements and doing such other construction as is permitted under this Restated Declaration to render any Improvements in compliance in all respects with Applicable Law (v) inspecting maintaining and making repairs and replacements to emergency vehicle and pedestrian pathways (vi) performing all landscaping work including without limitation any brush clearance and pruning (vii) maintaining and/or coordinating with any utility or similar service company as may be required in connection with the installation maintenance repair or relocation of all gas lines electric lines utility lines and all easements therefor and all connections thereof (viii) providing security services and (ix) performing such other acts or work as is reasonably incident to any of the foregoing

1 51 Marine Preserve **Marine Preserve** means the area from the shoreline of the portion of the Project Premises shown as the Marine Reserve on Exhibit A 2 and Exhibit F-1 seaward out to 1 200 feet offshore which Marine Preserve is as of the Effective Date the subject of an application by the Resort Center Parcel Owner to the State of California for designation as and may after the Effective Date and pursuant to such application become an ecological preserve for the purpose of protecting the tidepools and rocky shoreline to further the sustainability productivity and protection of coastal resources within the Project Premises

1 52 Mortgage **Mortgage** means with respect to any fee or ground lease interest in any portion of the Project Premises any mortgage indenture of mortgage or deed of trust that constitutes a lien or otherwise encumbers such interest

1 53 Mortgagee **Mortgagee** means any mortgagee trustee or beneficiary under a Mortgage having the first priority lien or encumbrance on the portion of the Project Premises subject to such Mortgage

1 54 North Ramp **North Ramp** means the existing ramp down the Bluff Face providing direct emergency vehicle and pedestrian Beach and Marine Access located in the northern portion of the Project Premises as shown on Exhibit A 2

1 55 Notice of Deficiency **Notice of Deficiency** is defined in Section 7 4 below

1 56 Original Declaration **Original Declaration** means that certain Declaration of Covenants Conditions and Restrictions of The Laguna Beach Colony Destination Resort Community recorded in Official Records County of Orange California on April 23 2002 as Instrument No 200210336672 (which Original Declaration is superceded and replaced in its entirety by this Restated Declaration)

1 57 Owner(s) **Owner** individually and **Owners** collectively means

1 57 1 Resort Center Parcel With respect to the Resort Center Parcel the then Resort Center Parcel Owner

1 57 2 Estates Lots With respect to a given Estates Lot the then owner of fee simple title thereto whether the Estates Lots Owner or an Estates Homeowner

1 57 3 Villas Parcel – Before Condominium Established With respect to the Villas Parcel before the Villas Condominium is established the then Villas Parcel Owner

1 57 4 Villas Parcel – After Condominium Established After the Villas Condominium is established (i) with respect to a given Villas Unit the then owner of fee title to such Villas Unit whether the Villas Parcel Owner or a Villas Homeowner and (ii) with respect to the Villas Common Area (the fee title to which will be owned in undivided interests by the owners of the fee titles to the Villas Units) the Villas Association

1 57 5 Residential Common Area With respect to the Residential Common Area the the Estates Association (as the owner of fee title to the Residential Common Area)

1 57 6 City Owned Areas With respect to the City-Owned Areas (other than those portions of the City Owned Areas that are within the exterior boundaries of the Resort Center Parcel) the City

1 58 Parcel **Parcel** individually or **Parcels** collectively means as the context requires (i) the Resort Center Parcel (ii) an Estates Lot (iii) the Villas Parcel (but only prior to the creation of the Villas Condominium) (iv) a Villas Unit (after the creation of the Villas Condominium) (v) the Villas Common Area (after the creation of the Villas Condominium) (vi) the Residential Common Area and/or (vii) the City-Owned Areas or any combination thereof

1 59 Permittees **Permittees** means with respect to a given Owner all of the officers directors employees agents partners contractors customers visitors invitees licensees and concessionaires of that Owner

1 60 Person **Person or Persons** means any natural person general partnership limited partnership limited liability company association unincorporated association corporation trust trustee governmental entity and any other form of organization permitted by law or one or more of them and the heirs executors administrators legal representatives successors and assigns of any of them as the context may require including the Owners

1 61 Project **Project** is defined in Recital B above

1 62 Project Architect **Project Architect** is defined in Section 4 4 below

1 63 Project Premises **Project Premises** is defined in Recital B above and encompasses approximately twenty-nine (29) acres in the City of Laguna Beach County of Orange California and will include all Improvements thereon as they presently exist or as they may be expanded developed constructed or altered from time to time together with all fixtures and equipment affixed to the Project Premises

1 64 Residential Area Access **Residential Area Access** means the pedestrian pathway through the Additional Park Easement area to the Blufftop Park and Accessways as shown on Exhibit A 2

1 65 Residential Bluff Retreat Easement **Residential Bluff Retreat Easement** means Lot C Tract No 15497 which is owned in fee by the Resort Center Parcel Owner and subject to an easement in favor of the City as established by the Final Map and which shall serve as an interface between the Blufftop Park and the Estates Lots as shown on Exhibit A-2 and Exhibit F-2

1 66 Residential Common Area **Residential Common Area** means those rights-of-way and adjacent landscaped areas providing access to the Estates Lots and the Villas Parcel consisting of (i) Parcel 3 of Lot Line Adjustment LLA 02-13 per document recorded December 11 2002 as Instrument No 2002001125724 Records of Orange County California (formerly Lot B Tract No 15497) (ii) Parcel 3 of Lot Line Adjustment LLA 02-12 per document recorded December 11 2002 as Instrument No 2002001125723 Records of Orange County California (formerly Lot L Tract No 15497) and (iii) Lots D G and M Tract No 15497

1 67 Residential Design Guidelines and Maintenance Requirements **Residential Design Guidelines and Maintenance Requirements** means the residential design guidelines and maintenance requirements to be adopted by the Design Review Committee pursuant to the provisions of Article 4 of this Restated Declaration as the same may be amended modified or repealed as provided therein The initial Residential Design Guidelines and Maintenance Requirements are attached hereto and made a part hereof as Exhibit G

1 68 Resort Bluff Retreat Easement **Resort Bluff Retreat Easement** means the portion of the Resort Center Parcel and Lot K Tract No 15497 which is owned in fee by the Resort Center Parcel Owner and subject to an easement in favor of the City as established by the Final Map and which shall serve as an interface between the Blufftop Park and the Resort Center Parcel as shown on Exhibit A 2 and Exhibit F 2

1 69 Resort Center Parcel **Resort Center Parcel** means the portion of the Project Premises located generally in the central and southern portion of the Project Premises containing approximately two hundred seventy four (274) rooms for overnight accommodations within the Resort Hotel restaurants meeting facilities health spa parking facilities and various other guest facilities and amenities and public easement areas A legal description of the Resort Center Parcel is attached hereto as Exhibit B

1 70 Resort Center Parcel Owner **Resort Center Parcel Owner** means the then owner of the fee title to the Resort Center Parcel (and any successor acquiring all or any portion of the fee interest of such owner) and unless the context otherwise requires shall also mean any person engaged to manage and operate the Resort Center Parcel if other than the Resort Center Parcel Owner

1 71 Resort Garden **Resort Garden** means the garden area owned by the Resort Center Parcel Owner and subject to an easement in favor of the City as established by the Final Map and located at the northern portion of the Property Premises adjacent to the Coast Highway as shown on Exhibit A 2

1 72 Resort Hotel **Resort Hotel** means the hotel buildings on the Resort Center Parcel including approximately two hundred seventy-four (274) guest rooms and other facilities owned and/or operated by the Resort Center Parcel Owner as shown on Exhibit A-2

1 73 Resort Hotel Access **Resort Hotel Access** means the pedestrian pathway across a portion of the Resort Center Parcel to the Blufftop Park and Accessways as shown on Exhibit A 2

1 74 Resort Surface Parking Lot **Resort Surface Parking Lot** means the on-grade surface parking lot to be built by the Resort Center Parcel Owner and to be located at the southern portion of the Project Premises adjacent to and north of the South Entry Access as shown on Exhibit A-2

1 75 Restated Declaration **Restated Declaration** means and refers to this Amended and Restated Master Declaration of Covenants Conditions and Restrictions of The Laguna Beach Colony Destination Resort Community as may from time to time be amended modified or supplemented

1 76 Rock Groin/Sea Wall **Rock Groin/Sea Wall** means the rock groin or sea wall adjacent to Goff Island and the asphalt ramp from the top of the Bluff Face down to Goff Island located adjacent to the northern portion of the Project Premises as shown on Exhibit A-2

1 77 Sand Beach **Sand Beach** means the public sand beach from mean high tide to the base of the bluff located south of the Marine Preserve and north of Aliso Beach County Park as shown on Exhibit A-2 and Exhibit F-1

1 78 Scenic Corridor Walkway **Scenic Corridor Walkway** means the pedestrian walkway and landscaped area in the Coast Highway Scenic Corridor as shown on Exhibit A 2

1 79 South Entry Access **South Entry Access** means the emergency vehicle and pedestrian pathway which begins at Coast Highway and the Resort Surface Parking Lot and traverses through the Project Premises to the Blufftop Park as shown on Exhibit A 2

1 80 South Ramp **South Ramp** means the existing ramp down the Bluff Face providing emergency vehicle and pedestrian Beach and Marine Access located in the southern portion of the Project Premises as shown on Exhibit A 2

1 81 Storm Drain Facilities **Storm Drain Facilities** means the storm drain facilities and outfalls described on Exhibit A 3

1 82 Tenant **Tenant** means a Person entitled by a lease or other agreement or arrangement to use and occupy any residential dwelling on any Estates Lot or any Villas Unit

1 83 Tract No 15497 **Tract No 15497** means that tract (including all of the lots therein) shown and depicted on the Final Map

1 84 Utility Facilities **Utility Facilities** means any storm and sanitary sewer systems drainage systems domestic water systems natural gas systems electrical systems fire protection water systems telephone systems cable television systems telecommunication systems fiber optic systems and other utility systems and facilities reasonably necessary to service the Improvements situated in on over and under any Parcel including without limitation the sewer facilities and water facilities described in Exhibits A-4 and A 5 respectively but excluding any utility lines and systems to the extent located within the exterior boundaries of any Parcel that serve only such Parcel

1 85 Villas Association **Villas Association** means the California non profit mutual benefit corporation which will be formed by the Villas Parcel Owner prior to the sale of Villas Units and in which the Villas Parcel Owner (for so long as the Villas Parcel Owner owns any Villas Unit) and each Villas Homeowner will have a membership interest and which will be formed for the purpose among other things of maintaining and managing all common areas of the Villas Condominium (which common areas will be owned in undivided interests by the Villas Homeowners)

1 86 Villas Common Area **Villas Common Area** means all portions of the Villas Condominium and the Villas Parcel excepting therefrom the portions thereof that are owned by in fee exclusively (and not in undivided interests) by the respective Villas Homeowners as set forth in the declaration of covenants and restrictions (or other instrument) by which the Villas Condominium is established (as may from time to time be amended)

1 87 Villas Condominium **Villas Condominium** means such condominium common interest development as may be established by the Villas Parcel Owner on the Villas Parcel pursuant to the applicable provisions of the California Civil Code

1 88 Villas Homeowner **Villas Homeowner** means with respect to a given Villas Unit (i) the owner of fee simple title to such Villas Unit who acquires such title directly from the Villas Parcel Owner or (ii) any owner of fee simple title to such Villas Unit who acquires such title after the acquisition of such Villas Unit described in clause (i) of this Section 1 88

1 89 Villas Parcel **Villas Parcel** means that portion of the Project Premises consisting of two lots located generally in the northeastern portion of the Project Premises to be subdivided by the establishment of the Villas Condominium into fourteen (14) residential condominium units and associated common area and amenities. A legal description of the Villas Parcel is attached hereto as Exhibit D.

1 90 Villas Parcel Owner **Villas Parcel Owner** means (i) the owner of fee title to the Villas Parcel on the Effective Date and (ii) any successor to such fee owner that acquires all or any portion of the fee interest of such owner (whether such interest is in the Villas Parcel as such or in one or more Villas Units after the establishment of the Villas Condominium) and to whom such fee owner (or a successor that has become the Villas Parcel Owner) has expressly assigned in writing the rights and duties as Villas Parcel Owner under this Restated Declaration. On the Effective Date the Resort Center Parcel Owner is the Villas Parcel Owner.

1 91 Villas Resident **Villas Resident** means with respect to a given Villas Unit (i) the Villas Homeowner for such Villas Unit and (ii) any guest or Tenant of such Villas Homeowner residing in such Villas Unit.

1 92 Villas Unit **Villas Unit** means a separate condominium unit as defined and described in the declaration or other instrument by which the Villas Condominium is created and established.

Article 2

USE RESTRICTIONS

2 1 General Use Restrictions No use or operation shall be made, conducted or permitted on or with respect to all or any part of the Project which use or operation violates Applicable Law (including City ordinances) or the provisions of this Restated Declaration. In addition to the foregoing, no part of the Project shall be used for an activity or purpose considered by the Resort Center Parcel Owner (or the City if and to the extent such use relates to any portion of the City Owned Areas) to be obnoxious to or out of harmony with the development or operation of a five-star luxury resort project or to pose a safety hazard or health risk within the Project Premises, including but not limited to uses causing, contributing or involving any of the following:

2 1 1 Any public or private nuisance

2 1 2 Any noise or sound that is objectionable due to intermittence, beat frequency, shrillness or loudness

2 1 3 Any obnoxious or offensive odor

2 1 4 Any noxious, hazardous, toxic, caustic, explosive or corrosive fuel, gas or other substance (excluding therefrom any normal and customary use of such substances)

2 1 5 Any dust dirt or fly ash in excessive quantities

2 1 6 Any fire (excluding fireplaces firepits and barbecues) fireworks explosion or other hazardous activity

2 1 7 Any distillation refining smelting or mining operations

2 1 8 Any mobile home or trailer court labor camp junk yard stock yard or animal raising,

2 1 9 Any drilling for and/or removal of subsurface substances (other than excavation for approved Improvements) which (i) creates any significant adverse visual impact within the Project (ii) creates material adverse impacts on the surface of any portion of the Project or (iii) materially interferes with the use and enjoyment of any of the easements granted in this Restated Declaration

2 1 10 Any storage accumulation or dumping of garbage refuse rubbish or debris (other than construction debris accumulated in compliance with the provisions of Section 2 2 1 below) on any Parcel other than the temporary storage thereof in covered sanitary receptacles located within areas screened from view from the other Parcel(s) pending the regularly scheduled removal thereof

2 1 11 Any veterinary hospital mortuary or funeral service establishment

2 1 12 Any automobile body and fender repair work or any automobile truck trailer or recreational vehicles sales or leasing or

2 1 13 Any use or activity which would in any way increase the rate or cause a cancellation of any insurance or place limitations upon the insurance coverage of any other Owner and of which the Owner engaging in such use or activity has notice

None of the foregoing use restrictions shall be construed as limiting the use exercise or enjoyment of the construction and related easements granted in Article 3 of this Restated Declaration

2 2 Specific Use Restrictions In addition to the restrictions and standards set forth in Section 2 1 above the LCP the CDP and the Development Agreement to which all development within the Project Premises shall conform the following restrictions and covenants shall apply

2 2 1 Construction Debris Except during periods of the initial construction of the Improvements on a given Parcel no construction debris shall be permitted to remain on any portion of such Parcel for more than twenty-four (24) hours

2 2 2 Noise

(a) Construction Hours Following completion of the initial construction of the Resort Hotel all construction activities on the Project Premises shall occur only during the period commencing at 8 00 a m and ending at 6 00 p m Pacific Time on any

non-holiday weekday unless otherwise approved in writing by the Resort Center Parcel Owner and the City

(b) Equipment Following completion of initial construction of the Resort Hotel the use on any portion of the Project Premises of any pile driver steam or gasoline shovel pneumatic hammer derrick or other appliance the use of which is attended by loud or unusual noise shall occur only during the period commencing at 8 00 a m and ending at 6 00 p m Pacific Time on any non holiday weekday unless otherwise approved in writing by the Resort Center Parcel Owner

2 2 3 Parking, Vehicle Maintenance, Repair and Operation No on street public parking shall be permitted within the Project Premises except in designated public parking areas All parking spaces within the Project Premises are solely for the purpose of parking motor vehicles as defined in the California Vehicle Code No vehicle shall be operated or parked on any portion of any Estates Lot or the Villas Parcel that is not improved as a street roadway driveway or parking area

No vehicle maintenance or repair shall be conducted on any portion of the Project Premises other than within a wholly enclosed garage or other area No inoperable or unlicensed vehicle shall be placed or kept on any portion of the Project Premises other than within a wholly enclosed garage or other area

2 2 4 Hours of Operation of City Owned Areas The City will from time to time establish hours for the public use and enjoyment of the City Owned Areas

2 2 5 Animals No animal in the nature of a farm animal including without limitation pigs turkeys geese ducks chickens pigeons goats or horses shall be kept on any portion of the Project Premises No animal shall be kept bred or raised on any portion of the Project Premises for commercial purposes or in quantities deemed by the Resort Center Parcel Owner to be unreasonable or in violation of Applicable Law No animal shall be kept on any Parcel that constitutes a nuisance to any of the Owner(s) of the other Parcels

2 3 Temporary Structures No portable beach huts or structures of any kind whether set on temporary or non-permanent foundations shall be permitted on the Sand Beach except pursuant to Applicable Law and any permits or approvals required thereby

2 4 Utilities With the exception of cable television boxes no above grade utility boxes power poles or other utility facilities of any kind or nature shall be permitted on the Project Premises unless approved in writing by the Resort Center Parcel Owner

2 5 Villas Residents and Estates Residents Use of Certain Resort Hotel Facilities So long as the Resort Hotel is located and operating on the Resort Center Parcel the Estates Residents and the Villas Residents and their respective guests shall have the right upon payment of such fees and charges therefore and subject to such rules and regulations (including without limitation rules and regulations providing for the suspension of such access upon failure to pay fees required by or otherwise comply with such rules and regulations) pertaining thereto as the Resort Center Parcel Owner may from time to time in its reasonable discretion establish have access to any pool spa and restaurant facility as may be located on the Resort Center

Parcel which access shall be substantially equivalent to the access thereto provided to guests of the Resort Hotel and any other Person to whom the Resort Center Parcel Owner in its sole discretion may make such facilities available. The rights and obligations of the Estates Residents of a given Estates Lot or the Villas Residents of a given Villas Unit as applicable with respect to the use of such facilities shall be set forth in more detail in a written hotel facilities use agreement to be entered into by the Resort Center Parcel Owner (or its authorized agent) and the Owner(s) of such Estates Lot (and/or the Estates Association) or Villas Unit (and/or Villas Association) as applicable which hotel facilities use agreement shall be in such form and have such substance as may from time to time be determined by the Resort Center Parcel Owner in its reasonable discretion and may from time to time be amended or modified pursuant to the provisions thereof.

2.6 Short Term Rental of Residences/Residential Units

(a) Estates Lots. No Owner of an Estates Lot shall lease or otherwise rent the residence (or any portion thereof) on such Estates Lots for any period of fewer than ninety (90) consecutive days.

(b) Villas Units. If the Owner(s) of a given Villas Unit desires at any time to lease or otherwise rent such residence or Villas Unit for fewer than thirty (30) consecutive days such rental shall be arranged through such Resort Hotel short term rental program and reservation system as is then operated by the Resort Center Parcel Owner and such residence shall be maintained and managed by the Resort Center Parcel Owner (or its authorized agent) pursuant to such short term rental management program. The Resort Center Parcel Owner shall retain and have the right to be exercised in the Resort Center Parcel Owner's sole discretion to from time to time establish and maintain a short-term rental program for the Project (which program may include and/or provide for without limitation rental and management fees and furniture, house wares, maintenance and repair standards).

Any such rentals will be subject to all applicable City ordinances including without limitation Chapter 25.23 (entitled "Short Term Lodging") of the City's Municipal Code (and any successor provision). The parties to this Restated Declaration acknowledge and agree that the Resort Center Parcel Owner may make a single application to the City for an administrative use permit (to be issued under the LCP) for a short term rental program for all residential properties in the Project.

The Resort Center Parcel Owner shall have the right to be exercised in the sole and absolute discretion of the Resort Center Parcel Owner from time to time to not establish and/or to discontinue any such short term rental program. During such times as there is no such short term rental program in effect no Owner of a Villas Unit shall lease or otherwise rent such Villas Unit for any period of fewer than thirty (30) consecutive days.

Article 3

EASEMENTS UTILITY FACILITIES

3.1 Definitions and General Provisions

3 1 1 Definitions and Effect of Easements For purposes of this Article 3, the following will apply

(a) A party herein granting an easement over any Parcel (or portion thereof) to which such party holds the fee interest is referred to herein as the **Grantor** it being intended that the grant of any easement by such party shall thereby bind and include not only such party but also its grantees successors and assigns with respect to such Parcel

(b) A party to whom an easement is granted herein is called the **Grantee** it being intended that any such grant shall benefit and include not only such party but its grantees successors and assigns with respect to such party's interest in the Project Premises. The Grantee may from time to time permit its Tenants and Permittees to use such easement provided that (i) such use shall be subject to the provisions of this Restated Declaration, (ii) no such permission shall authorize a use of the easement contrary to the provisions of such easement as granted herein and (iii) no unauthorized use of an easement shall act to extinguish such easement for the use authorized by such easement as granted

(c) The word in with respect to an easement granted or reserved herein in a portion of the Project Premises means as the context may require, in to on over through upon across and under or any one or more of the foregoing,

(d) The grant or reservation of an easement by a Grantor shall bind and burden the Grantor's fee interest in the Project Premises which for the purpose of this Restated Declaration shall be the servient parcel. Where only a portion of such fee interest is bound and burdened by such easement only that portion so bound and burdened shall be the servient parcel

(e) The grant or reservation of an easement to a Grantee shall benefit and be appurtenant to the Grantee's fee interest in the Project Premises which shall for the purpose of this Restated Declaration be the dominant parcel. Where only a portion of such fee interest is benefited by such easement only that portion so benefited shall be the dominant parcel and

(f) Unless provided otherwise in this Restated Declaration all easements granted or reserved in this Restated Declaration (i) are appurtenant to the fee interest benefited (ii) pass with the title to such fee interest (iii) are non-exclusive and irrevocable and (iv) may not be transferred separately from the fee interest to which such easement is appurtenant

3 1 2 Effective Date of Easements, Additional Documentation All easements described in this Restated Declaration shall be deemed granted and, except as otherwise provided herein the use and enjoyment thereof by the Grantee may commence as of the date of recordation of this Restated Declaration without the necessity of confirmation by any other document

Upon the request of a Grantor or Grantee the Grantor or Grantee as applicable shall sign and acknowledge a document memorializing the existence (including the location and any conditions) or the termination or release (in whole or in part) as the case may be of any such

easement if the form and substance of such document is reasonably acceptable to the signing Grantor or Grantee. Upon the termination or release of any such easement by the Grantor and Grantee (in whole or in part) such termination or release shall be effective upon the recording in the Official Records of the County of a document evidencing such termination or release. No consent of any Tenant or Permittee shall be required to terminate or release any such easement unless such Tenant or Permittee is also an express Grantee of such easement.

3.1.3 Obligations of Grantees. Each Grantee shall use due care in the exercise of the rights of such Grantee under the easements granted in this Article 3 so as to minimize to the greatest extent reasonably practicable the interference with the use and occupancy by the Grantor(s) and other Owners of the Parcel(s) that are subject to such easements (including without limitation the use and occupancy of such Parcel(s) pursuant to other easements to which such Parcel(s) are subject whether such other easements are granted in this Restated Declaration or by other recorded documents).

Each Grantee shall at such Grantee's expense and promptly after written demand by a Grantor (or by the Resort Center Parcel Owner with respect to the Common Maintenance Area) reimburse such Grantor (or the Resort Center Parcel Owner with respect to the Common Maintenance Area) for all costs and expenses incurred by such Grantor (or by the Resort Center Parcel Owner with respect to the Common Maintenance Area) to repair, restore and/or replace any Improvements, other property and/or landscaping on any portion of the Parcel(s) owned by such Grantor (or with respect to the Common Maintenance Area maintained by the Resort Center Parcel Owner) which Improvements, other property and/or landscaping are damaged or destroyed by such Grantee in exercising any of the rights of such Grantee under the easements granted in this Article 3.

3.2 Common Maintenance Area Easements

3.2.1 Grant of Construction and Maintenance Easement in Common Maintenance Area for Common Maintenance Area Improvements and Landscaping. The Resort Center Parcel Owner shall have and there is hereby granted to the Resort Center Parcel Owner by each Owner of any portion of the Common Maintenance Area the non-exclusive easement in the Common Maintenance Area for the installation, construction, Maintenance, relocation and removal of any and all Improvements, other property and/or landscaping to be installed or constructed on or in the Common Maintenance Area by the Resort Center Parcel Owner pursuant to the LCP, the CDP, the Development Agreement and/or this Restated Declaration and for the purpose of exercising the Resort Center Parcel Owner's rights and performing all of its duties and obligations with respect to the Maintenance of the Common Maintenance Area as set forth in this Restated Declaration.

3.2.2 Grant of Use Easements in Common Maintenance Area. Each Owner shall have and there is hereby granted to each other Owner by each Owner of any portion of the Common Maintenance Area for the benefit of all Parcels non-exclusive easements in the Common Maintenance Area for the purposes of

- (a) Pedestrian ingress to and egress from other Parcels

(b) Circulation passage and accommodation of pedestrians and vehicles on accessways included in the Common Maintenance Area, and

(c) The doing of such other things as are permitted authorized or required to be done under this Restated Declaration by an Owner and its respective Permittees in the Common Maintenance Area

Notwithstanding the foregoing the Owners (other than the Resort Center Parcel Owner) shall have no right of use or enjoyment of the easements granted in this Section 3 2 2 over any portion of the Common Maintenance Area until the City has issued a temporary or permanent certificate of occupancy if applicable with respect to the Improvements to be initially constructed on or in the Common Maintenance Area by the Resort Center Parcel Owner pursuant to the Development Agreement

3 3 Utility Facilities Easements

3 3 1 Specific Easements

(a) Easements for Public Water and Sewer Lines and Facilities Each party to this Restated Declaration acknowledges that the Final Map dedicated and established in portions of the Project Premises (i) certain easements for public utilities and (ii) certain easements for water and sewer lines and that public water and sanitary sewer lines and facilities have been installed (including without limitation the sewer facilities depicted on Exhibit A-4 and the water facilities depicted on Exhibit A 5 and may in the future be operated maintained repaired and replaced in the corresponding public utility and water and sewer easement areas No Owner shall take cause or permit any action that materially interferes with (i) the operation maintenance repair and replacement of such public lines and facilities by the owner and/or operator thereof or (ii) the water and sanitary sewer services provided by such public lines and facilities to the other Owners

(b) Easements for Other Utility Facilities Each party to this Restated Declaration acknowledges that the Final Map dedicated and established in portions of the Project Premises certain easements for public utilities and that certain utility facilities (including without limitation electrical telephone and television cable) have been installed and may in the future be operated installed maintained repaired and replaced in the corresponding public utility easement areas No Owner shall take cause or permit any action that materially interferes with (i) the installation operation maintenance repair and replacement of such facilities by the owner and/or operator thereof or (ii) the utility services provided by such facilities to the other Owners

(c) Easements for Private Drainage Facilities Each party to this Restated Declaration acknowledges that a storm drain system as depicted in Exhibit A 3 has been installed in portions of the Project Premises, and that such storm drain system will provide storm drainage for the Project and other areas Each such party further acknowledges that only those portions of such storm drainage system that are designated on Exhibit A 3 as City Maintained will be maintained by the City (including without limitation the storm drain and

related outfall that is owned by the City located in the southeasterly portion of the Project and shown on such Exhibit as City Maintained)

The portions of such storm drain system that are designated on Exhibit A-3 as Private shall be Maintained as follows

(i) The Resort Center Parcel Owner shall Maintain the portions of such storm drain system as are located on the Resort Center Parcel and the City-Owned Areas

(ii) The Villas Parcel Owner (prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) shall Maintain the portions of such storm drain system as are located on the Villas Parcel and

(iii) The Estates Association shall Maintain the portions of such storm drain system as are located on the Residential Common Area and the portion of Parcel 2 of Lot Line Adjustment LLA 07-13 per document recorded December 11 2002 as Instrument No 2002001125724 Records of Orange County California (formerly Lot 2 Tract No 15497) as is designated on the Final Map as an easement for utility purposes

The costs and expenses incurred by each such party in Maintaining such portions of such storm drain system shall be paid by the party having the obligation to perform such Maintenance subject to the provisions of that certain Amended and Restated Grant of Easements and Maintenance and Cost Sharing Agreement dated December 12 2002 and recorded ~~December~~ ~~2002 as Instrument No~~ CONCURRENTLY Records of Orange County California which provides for the reimbursement by the Villas Parcel Owner (prior to the establishment of the Villas Condominium) or the Villas Association (after the establishment of the Villas Condominium) to the Estates Association of a portion of the costs and expenses incurred by the Estates Association in Maintaining the portions of such storm drain system located on the Residential Common Area

No Owner shall take cause or permit any action that materially interferes with (x) the operation or Maintenance of such storm drain system by the party responsible for the operation and Maintenance thereof or (y) the storm drainage provided by such storm drain system

The Resort Center Parcel Owner the Villas Parcel Owner (prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) and the Estates Association shall each have and there is hereby reserved and granted to the Resort Center Parcel Owner the Villas Parcel Owner (prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) and the Estates Association as applicable by each Owner of any portion of the Project Premises on which the portion of such storm drain system to be Maintained by the Resort Center Parcel Owner the Villas Parcel Owner (prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) and the Estates Association as applicable is then located the non-exclusive easement in such portion of the Project Premises for the operation and Maintenance of such portion of such storm drain system

Each Owner of any portion of the Project Premises on which is located any portion of such storm drain system to be Maintained by the Resort Center Parcel Owner the Villas Parcel Owner (prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) or the Estates Association as applicable shall have the rights to, at such Owner s cost and expense (1) cause the area of such portion of the Project Premises to be surveyed and a legal description of such area (which shall be of sufficient size to reasonably allow the Maintenance of the portion of such storm drain system located thereon) to be prepared (2) cause a document in recordable form confirming the location of and legally describing such area to be prepared and submitted to the Resort Center Parcel Owner the Villas Parcel Owner (prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) and the Estates Association as applicable for approval and signature pursuant to this Section 3 3 1(c) and (3) cause such fully-signed signed confirmation document to be recorded in the official records of the County thereby establishing of record the portion of the Project Premises owned by such Owner that is subject to the provisions of this Section 3 3 1(c) Each of the Resort Center Parcel Owner the Villas Parcel Owner (prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) and the Estates Association as applicable shall upon receipt of a written request therefor by such an Owner accompanied by (x) a survey sketch of such survey (y) such legal description and (z) the proposed confirmation document in recordable form reasonably acceptable to the receiving party sign and deliver to such Owner such confirmation document

3 4 Other Easements In order to facilitate the construction operation and maintenance of the Resort Center Parcel as a facility open to the public the Owners hereby grant the following easements

3 4 1 Parking Easement Subject to the terms of this Restated Declaration the City shall have and there is hereby granted by Resort Center Parcel Owner for the benefit of the City and the public in common with all others entitled to use the same a non-exclusive easement in the Resort Center Parcel for the passage and parking of motor vehicles across and for the public use of thirty-one (31) parking spaces in the Resort Surface Parking Lot The use of such parking spaces by the public shall be at the rates established from time to time by the City and all revenue received from such thirty-one (31) parking spaces will be shared according to the following percentages 35 5 percent to the City and 64 5 percent to the Resort Center Parcel Owner

Notwithstanding the foregoing there shall be no right of use or enjoyment of the foregoing easement until a temporary or permanent certificate of occupancy has been issued by the City if applicable with respect to the Resort Hotel

The use and enjoyment of the easement granted in this Section 3 4 1 shall be further subject to the right of the Resort Center Parcel Owner to control the use of the Resort Surface Parking Lot including but not limited to the right of the Resort Center Parcel Owner to adopt reasonable rules and regulations governing the use of the Resort Surface Parking Lot, provided however that the City shall have the exclusive right to establish the hours of operation of such thirty-one (31) parking spaces

The Resort Center Parcel Owner and/or the City (with respect to such thirty one (31) public parking spaces) shall have the right to eject or cause the ejection from the Resort Surface Parking Lot of Persons not authorized empowered or privileged to use the same

3 4 2 Support Easements Each Owner shall have and there is hereby granted to each Owner an easement in the Project Premises for the support (lateral and subjacent) of the Improvements from time to time located upon the Parcel(s) owned by such Owner provided however that the easements hereby granted shall not be construed to require any Owner of a servient parcel to modify the grade of that parcel to any grade other than that shown on the grading plans approved by the City or the Coastal Commission as applicable in connection with the CDP Each Owner shall during any excavation or other construction activity on the Parcel(s) owned by such Owner take such actions as are required to provide at all times temporary support (lateral and subjacent) of the other Parcels equivalent to that provided by the grades and compactions shown by such grading plans

3 4 3 View Corridor Maintenance Easement The Resort Center Parcel Owner shall have the obligation to Maintain and the Resort Center Parcel Owner shall have and there is hereby reserved and granted to the Resort Center Parcel Owner an easement in the portions of Lots 7 and 8 Tract No 15497 that are shown on the Final Map as within the easement granted therein for view corridor purposes for the Maintenance of such portions of such lots and the landscaping installed or to be installed thereon The Owner(s) of such lots shall not place any building or structure on such portions of such lots or take any action that interferes with the Maintenance by the Resort Center Parcel Owner of the landscaping from time to time located thereon Such Owner(s) shall cause at the expense of such Owner(s) such landscaping to be irrigated in a manner consistent with the proper Maintenance of such landscaping

Article 4

DESIGN REVIEW COMMITTEE RESIDENTIAL DESIGN GUIDELINES AND MAINTENANCE REQUIREMENTS

4 1 Scope of Improvements This Restated Declaration contemplates the construction of Improvements (including without limitation Utility Facilities) in on over and across the Resort Center Parcel the Estates Lots the Residential Common Area the Villas Parcel and the City Owned Areas all in accordance with the LCP the CDP the EIR the Development Agreement and this Restated Declaration

4 2 Design Review Committee To promote the design and construction of Improvements on the Estates Lots and the Villas Parcel that are harmonious with the remainder of the Project and to ensure that the overall planning philosophy of the Project is implemented as Improvements are constructed and/or reconstructed on the Estates Lots and the Villas Parcel the Design Review Committee is hereby formed in accordance with this Section 4 2 to perform all of the functions described under this Article 4 with respect to the review and approval of Improvement Plans for Improvements and landscaping on the Estates Lots the Residential Common Area and the Villas Parcel

Initially the Design Review Committee shall consist of Vestar Athens Laguna, LLC or such other party or parties designated from time to time by the Resort Center Parcel Owner (the **DRC Designee**) The Resort Center Parcel Owner s right to designate the DRC Designee and the DRC Designee s term as the Design Review Committee shall terminate on the earlier of (i) the date of the Resort Center Parcel Owner s delivery of its written notice to the other Owners of its relinquishment of such right which written notice may be delivered at any time after the expiration of thirty-six (36) months following the Effective Date or (ii) the expiration of sixty (60) months following the Effective Date Thereafter the Design Review Committee shall consist of five (5) members appointed in accordance with this Section 4 2 There may also be an alternate for each member of the Design Review Committee who in the event of the unavailability or disability of such member of the Design Review Committee may be designated by the party that appointed such unavailable or disabled member to act as a substitute for such member

4 2 1 Organization of the Design Review Committee After the termination of the Resort Center Parcel s right to designate the DRC Designee the members of the Design Review Committee shall be appointed as provided in this Section 4 2 1 After such termination and continuing during the term of this Restated Declaration (i) the Resort Center Parcel Owner shall be entitled to appoint three (3) members (and three (3) alternates for such members) of the Design Review Committee and (ii) the Estates Association and Villas Association shall each be entitled to appoint one (1) member (and one (1) alternate for such member) of the Design Review Committee The City shall not be entitled to appoint any member (or any alternate for any member) of the Design Review Committee

In the event of a failure by any Person having the right to appoint a member to the Design Review Committee within thirty (30) days after the occurrence of a vacancy with respect to such member the Resort Center Parcel Owner shall appoint such member to the Design Review Committee Members appointed to the Design Review Committee need not be Owners

4 2 2 Terms of Office Each member of the Design Review Committee initially appointed pursuant to Section 4 2 1 above shall serve a term ending one (1) year after the last day of the calendar month during which the Resort Center Parcel Owner s right to designate the DRC Designee terminates pursuant to Section 4 2 1 above Thereafter the term of all Design Review Committee members appointed shall be one (1) year Any new member appointed to replace a member who has resigned or been removed prior to the expiration of such member s term shall serve the remaining portion of such member s term Members whose terms have expired may be reappointed

4 2 3 Resignations and Vacancies, Removal Any member of the Design Review Committee may at any time resign from the Design Review Committee upon written notice to both the Person with the right to appoint such member and the remaining Design Review Committee members Subject to the appointment rights of the Resort Center Parcel Owner set forth in Section 4 2 1 above any vacancy on the Design Review Committee shall be filled by the Person having the right to appoint the members who caused such vacancy as provided herein The right to remove a member (or an alternate for a member) of the Design Review Committee shall be vested solely in the Person who appointed such member provided however that the Resort Center Parcel Owner shall have the right to remove any member of the

Design Review Committee who has acted with gross negligence or willful misconduct in the performance of his or her duties as a member of the Design Review Committee

4 2 4 Duties of the Design Review Committee Subject to Applicable Law it shall be the duty of the Design Review Committee to perform the functions required of it by this Restated Declaration Each member of the Design Review Committee shall exercise his or her discretion as a member of the Design Review Committee in a reasonable and nondiscriminatory manner

4 2 5 Meetings The Design Review Committee shall meet as often as it in its sole discretion deems necessary to properly perform its duties hereunder The vote or written consent of any three (3) members shall constitute an act by the Design Review Committee

4 2 6 Compensation The members of the Design Review Committee shall receive no compensation for services rendered other than reimbursement for expenses incurred by them in the performance of their duties hereunder (which expenses shall be paid by the applicable Owner pursuant to Section 4 4 below) unless the Resort Center Parcel Owner retains a professional architect engineer or designer as a member of the Design Review Committee for the purpose of providing professional services in which event reasonable compensation for such member may be approved by the Resort Center Parcel Owner (and shall be paid by the applicable Owner pursuant to Section 4 4 below)

4 3 Exemption of Resort Center Parcel, City Owned Areas for Initial Construction Approval of Villas Condominium for Initial Construction Notwithstanding any provision to the contrary set forth in this Article 4 (i) the Resort Center Parcel Owner shall not be required to submit any Improvement Plans for review and approval as set forth in this Article 4 with respect to the Improvements constructed or to be constructed on the Resort Center Parcel (ii) neither the Resort Center Parcel Owner nor the City shall be required to submit any Improvement Plans for review and approval as set forth in this Article 4 with respect to the Improvements constructed on the City Owned Areas and (iii) the Design Review Committee (acting by the DRC Designee) has approved the Plan Improvements for the initial construction of the Villas Condominium

4 4 Plans for Improvements The Owner(s) of an Estates Lot the Owner(s) of a Villas Unit the Villas Association or the Estates Lots Association as applicable shall prior to (i) constructing any Improvement on such Estates Lot such Villas Unit the Villas Common Area or the Residential Common Area as applicable or the planting or otherwise placing any tree bush shrub or other landscaping thereon or (ii) altering modifying or improving the exterior character appearance design or materials of any existing Improvement or landscaping on such Estates Lot such Villas Unit the Villas Common Area or the Residential Common Area as applicable cause an architect or landscape architect as applicable licensed by the State of California to prepare Improvement Plans for such construction planting placement alteration modification or improvement The reference to exterior character in the immediately preceding sentence shall include the construction alteration modification or improvement to areas of any Improvement that are not completely enclosed

From time to time during the course of the preparation of such Improvement Plans such Owner shall cause its architect to submit progressive working drawings to the Design Review

Committee in such reproducible form as may then be required by the Design Review Committee for review and recommendations by the Design Review Committee. Each document submitted for review pursuant to this Section 4.4 shall contain a cover page prominently listing the date submitted, the requested return date, and if such documents vary from the Improvement Plans previously submitted, a statement delineating the nature and extent of the variance. Proposed Improvement Plans for landscaping shall show in detail the proposed elevations and locations of all trees, bushes, shrubs, and other landscaping, including the location and the elevation of the same in relation to the remainder of the Project.

All Improvement Plans submitted to the Design Review Committee pursuant to this Section 4.4 shall be reviewed and approved/disapproved by the Design Review Committee in accordance with the procedures and policies set forth in the Residential Design Guidelines and Maintenance Requirements from time to time adopted by the Design Review Committee pursuant to Section 4.9 below. Improvement Plans shall be submitted to and approved by the Design Review Committee prior to the Owner's submission of such Improvement Plans to the City (if required).

In determining whether to approve or disapprove a given set of proposed Improvement Plans under this Section 4.4, the Design Review Committee shall have the right to reject and disapprove any Improvement Plans which, in its reasonable opinion, are not suitable or desirable with respect to the individual Improvement or landscaping or the Project as a whole. In this regard, the Design Review Committee shall have the right to take into consideration the Residential Design Guidelines and Maintenance Requirements, as well as the aesthetics of the proposed Improvement or landscaping, the harmony thereof with its surroundings, and the effect on the Project as a whole.

The Design Review Committee may disapprove any proposed Improvement Plans for landscaping if, in its reasonable opinion, the aesthetic beauty of any part of the Project would be adversely affected by the location of any tree, bush, shrub, or other landscaping shown in such Improvement Plans, or in any other manner. Further approval of such Improvement Plans shall be withheld if, in the reasonable opinion of the Design Review Committee, they do not provide for an adequate amount of landscaping relative to the aesthetic requirements of the area for which they are submitted.

The Design Review Committee may retain an architect (the **Project Architect**) and other professionals to advise the Design Review Committee regarding any Improvement Plans submitted to it pursuant to this Section 4.4. The Owner submitting such Improvement Plans shall pay the costs of such Project Architect and other professionals retained on behalf of the Design Review Committee to review such Improvement Plans, as well as all other costs and expenses incurred by the Design Review Committee in conducting such review. At its discretion, the Resort Center Parcel Owner may from time to time establish a fee for the review and approval of Improvement Plans by the Design Review Committee pursuant to this Section 4.4.

Any approval of any Improvement Plans by the Design Review Committee under this Section 4.4 shall be valid for a period of _____ and shall permit work commenced within one (1) year from the date such approval is granted (as evidenced by written notice of such approval to be prepared by _____).

the Design Review Committee and delivered to the Owner that submitted the corresponding Improvement Plans)

The foregoing notwithstanding the City shall not be required to submit any Improvement Plans for review and approval as set forth in this Section 4 4 with respect to any Improvements to be placed by the City on any of the City-Owned Areas provided such Improvements are consistent with the public park concept approved in the CDP

4 5 Submittal of As Built Plans and Record Drawings Each Owner shall, within six (6) months after completion of construction of any Improvement on its Parcel and after each alteration and modification thereof submit to the Resort Center Parcel Owner one copy of the structural record drawings based on the as built plans for such Improvement or modification or alteration thereof including a depiction of the location of any Utility Facilities located thereon all of which shall be maintained in the office of the Resort Center Parcel Owner

4 6 Changes in Improvement Plans Material changes may be made to Improvement Plans approved pursuant to this Article 4 only by prior written consent of the Design Review Committee which approval shall not be unreasonably withheld All proposed changes to approved Improvement Plans shall be submitted to the Design Review Committee for review comment and approval pursuant to the provisions of this Article 4

Notwithstanding the foregoing the approval of the Design Review Committee shall not be required with respect to a proposed change that does not materially alter the design or exterior appearance or materially delay the completion of the Improvement as shown on the approved Improvement Plans therefor In the event that an Owner determines that the approval of the Design Review Committee is not required by this Section 4 6 with respect to a proposed change to approved Improvement Plans such Owner shall deliver a copy of the Improvement Plans for such change to the Design Review Committee prior to commencement of construction of the change Any such Improvement Plans that vary from the most recently delivered Improvement Plans including those not requiring the approval of the Design Review Committee shall contain a statement by the Owner s architect delineating the nature and extent of the variance

4 7 Approval and Delivery of Improvement Plans All Improvement Plans approved by the Design Review Committee pursuant to this Article 4 shall be stamped approved dated and certified by the Project Architect or the Design Review Committee and maintained by it in a safe and convenient place In the event of the designation of a new Project Architect all Improvement Plans and other records relating thereto in the possession or control of the then Project Architect shall be delivered to the new Project Architect promptly after the time of such designation

4 8 Addresses to Which Communications are to be Sent Each Owner submitting proposed Improvement Plans to the Design Review Committee shall designate in such submission a Person to whose attention the Design Review Committee shall send all communications regarding such submission

4 9 Residential Design Guidelines and Maintenance Requirements The Design Review Committee shall adopt and may from time to time with the approval of the Resort

Center Parcel Owner amend Residential Design Guidelines and Maintenance Requirements setting forth (i) design criteria for the Improvements and landscaping on the Estates Lots the Villas Parcel and the Residential Common Area to be used to interpret and implement the provisions hereof including without limitation criteria for the placement of Improvements color schemes-exterior finishes and materials and similar features which are recommended or required for use in the Project (ii) requirements for the maintenance of structures and landscaping on the Estates Lots the Villas Parcel and the Residential Common Area and (iii) additional procedures for the review by the Design Review Committee of proposed Improvement Plans for Improvements and landscaping provided however that such Residential Design Guidelines and Maintenance Requirements shall be consistent with the standards and procedures required by this Restated Declaration

4 10 Signage Criteria Notwithstanding any provision to the contrary in this Restated Declaration but subject to Applicable Law the Resort Center Parcel Owner is hereby granted and shall have the sole and exclusive right to adopt signage criteria and requirements with respect to the Project Premises Following initial adoption of such signage criteria by the Resort Center Parcel Owner and after the termination of the Resort Center Parcel Owner's right to designate the DRC Designee under Section 4 2 above any modifications or amendments to such signage criteria must be approved by at least three (3) votes of the Design Review Committee

All temporary and permanent signs window displays awnings and posters of any kind whatsoever within the Project Premises shall conform to the signage criteria and requirements established by the Resort Center Parcel Owner pursuant to this Section 4 10 and shall be reviewed and approved by the Resort Center Parcel Owner in accordance with the procedures set forth in such signage criteria and requirements

Notwithstanding the foregoing to the extent that the signage criteria and requirements adopted by the Resort Center Parcel Owner or any sign submitted for approval by an Owner to the Resort Center Parcel Owner pursuant to this Section 4 10 conflicts with any signage requirement provided in any Applicable Law then the requirement of Applicable Law shall control Any Owner requesting approval by the Resort Center Parcel Owner of any sign pursuant to this Section 4 11 shall designate and describe in such application any potential conflict of such sign with any Applicable Law

4 11 Compliance with Applicable Law The submission of any Improvement Plans or other submittal hereunder to and the review and approval of any such submission by the Design Review Committee shall in no way be deemed to be satisfaction of or compliance with any building permit process or other Applicable Law pertaining to the construction of Improvements including without limitation any City Design Review Board approval the responsibility for which shall lie solely with the Owner making such submission All Improvement Plans shall be subject to Applicable Law Any final City approval of a given set of Improvement Plans shall be binding on the Design Review Committee provided however that the Design Review Committee shall retain the right to impose requirements with respect to such Improvement Plans that are more restrictive than (and are otherwise consistent with) those set forth in such City approvals

4 12 Performance of Construction The word **Construction** as used in this Section 4 12 and Section 4 13 below includes initial and subsequent construction and landscaping under this Restated Declaration and any alterations additions repair and Maintenance restoration replacement rebuilding demolition and razing permitted under or required by this Restated Declaration Each Owner of an Estates Lot or Villas Unit the Estates Lots Association (with respect to the Residential Common Area) and the Villas Association (with respect to the Villas Common Area) shall perform its respective Construction (a) in accordance with the Improvement Plans therefor approved in accordance with this Article 4, (b) with due diligence and in a good and workmanlike manner using first class materials, (c) in full cooperation with each of the other Owners to the extent necessary to effect a unified integrated development (d) in accordance with all Applicable Law and (e) in accordance with the terms and provisions of this Restated Declaration and the Residential Design Guidelines and Maintenance Requirements

In so performing such Construction each Owner shall not (i) cause any increase in the cost of Construction of the other Owners or any other costs or expenses of such other Owners in the ownership and operation of their respective Parcels (ii) unreasonably interfere with any other Construction being performed by other Owners on their respective Parcels or (iii) unreasonably impair the use occupancy or enjoyment by the other Owners (or Tenants and/or Permittees thereof) of their respective Parcels

4 13 Safety Measures and Maintenance of Construction Sites In performing Construction each such Owner shall at all times take any and all safety measures reasonably required to protect every other Owner and Tenant from injury or damage caused by or resulting from the performance of such Construction The Owner performing Construction shall erect or cause to be erected adequate and proper appearing fencing or barricades substantially enclosing the area of Construction in the manner then required by the Residential Design Guidelines and Maintenance Requirements and shall maintain such fencing or barricades until such Construction has been substantially completed (to the extent necessary to remove any hazardous condition) Such barricades shall be kept in place in good condition and repair until the Improvement being constructed is safe and otherwise secure from unauthorized intrusion

Each Owner performing Construction shall in accordance with practices observed in a first class mixed use project (i) except to the extent otherwise authorized by the Design Review Committee cause all construction materials to be kept within such Owner s Parcel(s) (ii) not cause or allow any accumulation of refuse on the other Parcels and (iii) implement reasonable dirt and dust control measures

4 14 Construction Staging Areas and Schedule Prior to the commencement of any work performed by any Owner after the initial construction of the Improvements on such Owner s Parcel each Owner shall submit to the Resort Center Parcel Owner for informational purposes only (i) a plot plan of such Parcel showing the buildings material and equipment storage sites construction shacks and other temporary improvements including access and temporary utilities and worker s parking area and (ii) a time schedule (which shall comply with the then applicable provisions of the Residential Design Guidelines and Maintenance Requirements) indicating the approximate date or dates when such construction including on site work and Parcel preparation will commence and will be completed

4 15 Inspection and Correction of Work

4 15 1 Right of Inspection During Course of Construction The Design Review Committee and/or its duly authorized representatives may enter upon any Parcel from time to time during the course of construction and/or installation of any Improvements thereon for the purpose of inspecting such construction and/or installation. If the Design Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Improvement Plans and/or this Restated Declaration it shall notify the Owner of the subject Parcel of such non-compliance and such Owner shall promptly remedy such non-compliance.

4 15 2 Inspection Following Completion of Construction Following the delivery to the Design Review Committee of the certificates required by Section 4 16 below, the Design Review Committee and/or its duly authorized representatives may inspect the Improvements that are the subject of such certificate to determine whether such Improvements were constructed reconstructed altered or refinished in substantial compliance with the approved Improvement Plans. If the Design Review Committee finds that such construction reconstruction alteration or refinishing was not done in substantial compliance with the approved Improvement Plans it shall notify the Owner in writing of such non-compliance within thirty (30) days after the Owner's delivery to the Design Review Committee of such certificate which written notice shall specify the particulars of such non-compliance and require the Owner to remedy such non-compliance. If upon the expiration of thirty (30) days from the date of such written notice the Owner has failed to remedy such non-compliance the Resort Center Parcel Owner may record a notice of such non-compliance and may pursue its remedies under Article 14 of this Restated Declaration.

4 15 3 No Obligation to Conduct Inspection Nothing contained in this Article 4 shall be construed to require the Design Review Committee to conduct any inspection and any determination by the Design Review Committee not to conduct an inspection shall not be construed as a waiver of any of the requirements set forth in this Article 4.

4 16 Evidence of Issuance of Certificate of Occupancy or Certificate of Completion An Owner who has completed the construction of an Improvement approved under this Article 4 shall deliver to the Design Review Committee a copy of either (i) the certificate of occupancy issued by the City for such Improvement or (ii) a certificate of completion for such Improvement issued by the Owner's architect in either case within thirty (30) days after the date upon which such Owner obtains such certificate of occupancy from the City or certificate of completion from the Owner's architect. At the request of the Design Review Committee such Owner shall obtain and deliver to the Design Review Committee a copy of such certificate of occupancy or certificate of completion within thirty (30) days after the later of (x) the date on which such Owner receives such request or (y) the date on which such Owner obtains a copy of such certificate of occupancy issued by the City or certificate of completion from the Owner's architect.

In addition each such Owner shall within thirty (30) days after the date upon which such Owner obtains such certificate of occupancy issued by the City or certificate of completion from the Owner's architect deliver to the Design Review Committee a certificate of such Owner's

architect certifying the completion of such Improvement in accordance with the Improvement Plans therefor approved by the Design Review Committee pursuant to this Article 4

4 17 Non Liability Each Owner shall defend protect indemnify and save harmless the Design Review Committee for from and against any claims suits demands actions or causes of action made by any person for faulty design negligent or improper construction or any aspect of such Owner s construction on or development of its Parcel whether or not such construction is approved by the Design Review Committee pursuant to this Restated Declaration The Design Review Committee shall not incur liability under this Restated Declaration with respect to the construction activity of any Owner by reason of the Design Review Committee s review and/or approval of Improvement Plans or inspection of Improvements under this Article 4 except to the extent of losses arising from gross negligence or willful misconduct resulting in property damage or bodily injury caused solely by the Design Review Committee in the performance of any inspection of any Improvements hereunder The Design Review Committee shall not be deemed to have given any warranty or representation as to the compliance with Applicable Law or as to the engineering construction methods or structural integrity or fitness of any Improvement or as to the construction methods used in connection with the construction of any Improvement solely by reason of its review and/or approval of an Owner s Improvement Plans under this Restated Declaration

4 18 Estoppel Certificate Within thirty (30) days after written demand therefor is delivered to the Design Review Committee by an Owner and upon such Owner s payment to the Design Review Committee of a reasonable fee (as fixed from time to time by the Resort Center Parcel Owner) the Design Review Committee shall provide to such Owner an estoppel certificate in recordable form executed and acknowledged by a majority of the members of the Design Review Committee certifying with respect to the Improvements on the Parcel of such Owner that as of the date thereof either (1) all Improvements or other work completed by said Owner on the Parcel designated in the Owner s written demand comply with this Restated Declaration or (b) such Improvements or other work do not so comply in which event the certificate shall also identify the non complying Improvements or work and set forth with particularity the basis of such non compliance Any purchaser from such Owner, or from anyone deriving any interest in such Parcel through such Owner shall be entitled to rely on such certificate with respect to the matters therein set forth as of the date of such certificate such matters being conclusive as between the Design Review Committee and all Owners

4 19 Notice of Non compliance or Non completion Notwithstanding any other provision of this Restated Declaration after the expiration of one (1) year from the date of issuance of a certificate of completion or occupancy by a municipal or other governmental authority for any Improvement such Improvement shall with respect to good faith purchasers and encumbrancers thereof for value be deemed to be in compliance with all provisions of this Restated Declaration unless actual notice of such non-compliance or non completion executed by the Design Review Committee shall appear of record in the Office of the County Recorder of the County or unless legal proceedings shall have been instituted to enforce compliance or completion within such one year period

Article 5

INDEMNIFICATION LIENS

5 1 Indemnification of Other Owners Any Owner ordering contracting or otherwise arranging for any service labor or materials with respect to the design of any Improvement for or construction of any Improvement on any part of such Owner's Parcel shall promptly pay all costs expenses liabilities and liens arising out of or in any way connected with such design or construction and shall defend protect indemnify and hold harmless the Owners of the other Parcels from all loss damage liability expense or claims whatsoever by reason of any lien which may be filed against any such other Owner or any such other Owner's Parcel for such work services or materials performed or supplied by (i) any architect, engineer contractor or supplier from or with whom such ordering contracting or arranging Owner has ordered contracted or otherwise arranged for the design and construction of any Improvements or (ii) any other person acting directly or indirectly by through or under such architect engineer contractor or supplier supplying services labor materials or equipment for such Improvement(s) and such ordering contracting or arranging Owner shall pay all expenses incurred in connection therewith including attorneys fees and other costs of defending against the foregoing by such other Owner incurred prior to the defense by the ordering contracting or arranging Owner An Owner shall not be construed to be the agent or partner of any other Owner and each Owner shall pay and be responsible for all costs of the performance of any construction or other services ordered or contracted or otherwise arranged for by such Owner together with any disputes in regard thereto and the agreements therefor

5 2 Duty to Discharge Lien In the event any lien of the nature described in Section 5 1 above is filed the ordering contracting or arranging Owner shall pay and discharge the same of record as promptly as possible but in no event later than forty-five (45) days after notice of the filing thereof subject to the provisions of the immediately following sentence Each such Owner shall have the right to contest the validity amount or applicability of any such lien by appropriate legal proceedings so long as such Owner shall furnish a bond as required by California law to discharge such lien as a matter of record within forty-five (45) days after notice of the filing of such lien

Article 6

MAINTENANCE OF RESORT CENTER PARCEL
AND COMMON MAINTENANCE AREA

6 1 Resort Center Parcel Owner's Maintenance Obligations Except as provided in Article 8 below and with the further exception of those Storm Drain Facilities that are designated and shown in Exhibit A-3 as City Maintained (all of which shall be Maintained by the City) the Resort Center Parcel Owner shall Maintain the Resort Center Parcel and the Common Maintenance Area in the manner required by this Article 6 The Common

Maintenance Area shall be open to the public including without limitation Owners and their respective Tenants and guests

6 1 1 Maintenance of the Common Maintenance Area and Resort Center Parcel

The Resort Center Parcel Owner shall cause all Maintenance of the Resort Center Parcel and the Common Maintenance Area to be performed in accordance with the maintenance standards of the Laguna Beach Colony Landscape Maintenance Manual and the Laguna Beach Colony Structures Maintenance Manual , each of which is as of the Effective Date on file with the City and shall take such other action necessary or appropriate to Maintain and operate the Resort Center Parcel and the Common Maintenance Area in a manner comparable with other five star luxury resorts

In connection with the Resort Center Parcel Owner s Maintenance of the Common Maintenance Area the Resort Center Parcel Owner shall have the right to do any lawful thing that may be authorized required or permitted to be done pursuant to this Restated Declaration and to do and perform any acts that may be necessary or proper for or incidental to the exercise of any of its express powers or duties enumerated in this Restated Declaration with respect to the Maintenance of the Common Maintenance Area including but not limited to the following

(a) Right to Contract for Goods and Services The Resort Center Parcel Owner shall have the power to enter into such contracts for services or material with respect to the Common Maintenance Area as may be necessary to perform its duties under this Restated Declaration with respect thereto provided however that any contract between the Resort Center Parcel Owner and an affiliate of the Resort Center Parcel Owner with respect to the Maintenance of the Common Maintenance Area shall be on terms which are commercially reasonable given the nature and location of the Project

(b) Right of Enforcement The Resort Center Parcel Owner may commence and maintain actions for damages for any and/or to restrain or enjoin any actual or threatened breach of any provision of this Restated Declaration relating to the Common Maintenance Area and to enforce by mandatory injunction or otherwise all of such provisions all as more particularly provided in Article 14 of this Restated Declaration

(c) Delegation of Powers, Professional Management The Resort Center Parcel Owner may delegate its powers duties and responsibilities under this Restated Declaration with respect to the Maintenance of the Common Maintenance Area to the extent permitted by Applicable Law to employees and/or agents including any manager

(d) Duty to Obtain Insurance The Resort Center Parcel Owner shall obtain and maintain the insurance required by Article 10 below to be obtained by the Resort Center Parcel Owner with respect to the Common Maintenance Area

(e) Duty to Provide Water and Other Utilities The Resort Center Parcel Owner shall acquire provide and pay for water sewer refuse and garbage collection and electrical and other necessary utility services for the Common Maintenance Area

6 1 2 Duty to Protect Owners Against Certain Mechanics Liens In performing its obligations for Maintenance of the Common Maintenance Area as provided in this Restated

Declaration the Resort Center Parcel Owner shall promptly pay all costs expenses and liabilities and discharge all liens arising out of or in any way connected with contracts for any service work labor or materials provided or supplied to the Common Maintenance Area or for the construction of any Improvements by the Resort Center Parcel Owner on the Common Maintenance Area, and shall defend protect indemnify and hold harmless the other Owners for from and against any loss damage liability expense or claims whatsoever by reason of any lien which may be filed against any such other Owners or any such other Owner s Parcel for such services work labor or materials performed or supplied by any architect engineer or contractor with whom the Resort Center Parcel Owner has contracted or any other person acting directly or indirectly by, through or under such architect engineer or contractor or supplying services labor materials or equipment with respect to such Improvement(s) and the Resort Center Parcel Owner shall pay all expenses incurred in connection therewith including attorneys fees and costs of defending against the foregoing claims incurred by an Owner prior to the defense thereof by the Resort Center Parcel Owner

In the event that any such lien is filed for which the Resort Center Parcel Owner is responsible under this Section 6 1 2 the Resort Center Parcel Owner shall pay and discharge the same of record as promptly as possible but in no event later than forty five (45) days after notice of the filing thereof subject to the provisions of the immediately following sentence The Resort Center Parcel Owner shall have the right to contest the validity amount or applicability of any such lien by appropriate legal proceedings so long as the Resort Center Parcel Owner furnishes a bond as required by California law to discharge such lien as a matter of record within forty-five (45) days after notice of the filing of such lien

6 1 3 Maintenance by City on Default of Resort Center Parcel Owner If the City reasonably determines that the Resort Center Parcel Owner has failed to cause the Maintenance of the Common Maintenance Area to be performed in accordance with this Restated Declaration and the Development Agreement the City may provide the Resort Center Parcel Owner written notice of such failure If the Resort Center Parcel Owner fails to remedy such failure within thirty (30) days after its receipt of the City s notice the City shall have the right but not the obligation to take appropriate corrective action If the Resort Center Parcel Owner s failure to Maintain the Common Maintenance Area results in a hazardous condition creating an immediate possibility of serious injury to persons or property the thirty (30) day time period within which the Resort Center Parcel Owner may cure its failure shall be reduced to five (5) days The provisions of this Restated Declaration notwithstanding the Resort Center Parcel Owner may in accordance with Chapter 2 02 of the City s Municipal Code institute proceedings to contest the contents of any written notice given by the City pursuant to this Section 6 1 3 within twenty (20) days after the Resort Center Parcel Owner s receipt of such notice Corrective action shall be done in accordance with Chapter 7 24 of the City s Municipal Code including Section 7 24 090 regarding Assessment of Costs

6 2 Common Maintenance Area Costs

6 2 1 Obligations for Common Maintenance Area Costs The Resort Center Parcel Owner shall subject to the payment obligations of the Estates Homeowners the Villas Homeowners the Estates Association and the Villas Association pursuant to Section 6 2 2 below pay all Common Maintenance Area Costs

6 2 2 Association Common Area Maintenance Fees Each Estates Homeowner and each Villas Homeowner by acceptance of title to an Estates Lot or Villas Unit as applicable acknowledges and agrees that the Resort Center Parcel Owner's Maintenance of the Common Maintenance Area will confer upon the Estates Homeowners and Villas Homeowners benefits unique to the Estates Homeowners and Villas Homeowners including without limitation landscaped views to the ocean from and open spaces in the vicinity of the Estates Lots and the Villas Parcel. Each Estates Homeowners and each Villas Homeowners by such acceptance agrees to pay to the Resort Center Parcel Owner (through the Estates Association or the Villas Association to the extent required by this Restated Declaration) a fee (in the amounts and at the times described in this Section 6 2) for the purposes of partially reimbursing the Resort Center Parcel Owner for the costs and expenses that the Resort Center Parcel Owner will incur in performing such Maintenance.

6 2 3 Amount of Fee The amount of the fee to be paid by each Estates Homeowner or Villas Homeowner pursuant to this Section 6 2 shall be One Hundred Fifty Dollars (\$150) per month for the calendar year during which such fee first becomes payable pursuant to Section 6 2 4 below. Effective on the first day of each calendar year thereafter and continuing through the end of such calendar year the amount of such fee shall be the higher of (x) the amount of such fee for the immediately preceding calendar year, or (y) the amount calculated by multiplying the amount of such fee for the immediately preceding calendar year by the percentage by which the Index increased for the twelve month period for which the Index is published that ends closest to the first day of the calendar year for which the calculation is being made.

6 2 4 Commencement Date for Payment of Fees The obligation of the Estates Homeowner(s) or the Villas Homeowner(s) for a given Estates Lot or Villas Unit to pay the fees described in this Section 6 2 shall commence on the first day of the first calendar month after the later of (x) the date on which such Estates Lot or Villas Unit is first conveyed to an Estates Homeowner or Villas Homeowner as applicable or (y) the date on which the first residence on an Estates Lot or Villas Unit is occupied by an Estates Homeowner or Villas Homeowner as applicable.

6 2 5 Payment to Associations as Collection Agents for Resort Center Parcel Owner Unless otherwise directed by the Resort Center Parcel Owner (i) each payment to be made by an Estates Homeowner pursuant to this Section 6 2 shall be paid by such Estates Homeowner to the Estates Association as the Resort Center Parcel Owner's authorized agent for collection of such payments and (ii) each payment to be made by a Villas Homeowner pursuant to this Section 6 2 shall be paid by such Villas Homeowner to the Villas Association as the Resort Center Parcel Owner's authorized agent for collection of such payments. Such payments shall be made on a monthly, quarterly or semi-annual basis as from time to time directed by the Resort Center Parcel Owner.

Each such association shall (i) hold all such payments received on behalf of and as agent for the Resort Center Parcel Owner (ii) not use or apply such payments for any purpose other than making the payments required to be made by such association to the Resort Center Parcel Owner pursuant to this Section 6 2 5 (iii) keep and maintain books and records sufficient to show the amounts and dates of all payments received by such association pursuant to this Section 6 2 5.

and (iv) pay to the Resort Center Parcel Owner at such intervals as may from time to time be established by the Resort Center Parcel Owner all amounts so received by such association. Each such payment by such association shall be accompanied by an accounting in a form reasonably acceptable to the Resort Center Parcel Owner setting forth the addresses of the Estates Lots or Villas Units as applicable and the calendar months for which payment is made and by a statement setting forth the addresses of the Estates Lots or Villas Units as applicable for which the related Estates Homeowner(s) or Villas Homeowner(s) as applicable have not made payment to such association.

The Resort Center Parcel Owner shall retain and have the rights to (1) by notice to the Estates Association or the Villas Association as applicable require such association to establish a separate account (in the name of the Resort Center Parcel Owner if so directed by the Resort Center Parcel Owner) for the deposit and disbursement of the payments from Estates Homeowners and Villas Homeowners as applicable, described in this Section 6.2, (2) by notice to the Estates Association or the Villas Association as applicable require such association to obtain and maintain a fidelity bond (in such amount as is reasonably directed by the Resort Center Parcel Owner) naming the Resort Center Parcel Owner as obligee and providing coverage against loss of by reason of the acts of such association and/or its agents (including managers) officers and employees and (3) by notice to the affected association(s) and Estates Homeowners and/or Villas Homeowners as applicable require such Estates Homeowners and/or Villas Homeowners to make the payments described in this Section 6.2 directly to the Resort Center Parcel Owner.

6.2.6 Assessment, Lien If an Estates Homeowner or a Villas Homeowner fails to make a payment required by this Section 6.2 the Resort Center Parcel Owner (as an Enforcing Party) may (after notice and an opportunity to cure as provided in Section 14.2 below and in accordance with Applicable Law) in addition to any other rights or remedies of the Resort Center Parcel Owner under this Restated Declaration at law or in equity levy an assessment and record a notice of such assessment against the Estates Lot or Villas Unit owned by such Estates Homeowner or Villas Homeowner in which event the Resort Center Parcel Owner shall except to the extent prohibited by Applicable Law have a lien against such Estates Lot or Villas Unit as applicable for the amount of such assessment together with the costs and expenses including without limitation attorneys fees incurred by the Resort Center Parcel Owner in collecting such assessment and interest at the Applicable Rate.

Each assessment levied pursuant to this Section 6.2.6 shall for the purposes of this Restated Declaration be an **Enforcement Assessment**.

Article 7

MAINTENANCE OF ESTATES LOTS VILLAS PARCEL AND RESIDENTIAL COMMON AREA SPECIAL SERVICES TO CERTAIN OWNERS

7.1 Maintenance of Improvements and Landscaping The Owner(s) of an Estates Lot (with respect to all portions of such Estates Lot other than any Estates Common Maintenance Area) the Owner(s) of a Villas Unit (with respect to such Villas Unit) the Estates Lots Association (with respect to the Residential Common Area and all Estates Common Maintenance Areas) the Villas Parcel Owner (with respect to the Villas Parcel prior to the establishment of the Villas Condominium) and the Villas Association (after the establishment of the Villas Condominium) as applicable shall Maintain (or cause to be Maintained) the exterior and structural integrity of all Improvements and the landscaping on such Estates Lot such Villas Unit the Residential Common Area all Estates Common Maintenance Areas the Villas Parcel or the Villas Common Area as applicable such maintenance to be in accordance with the maintenance standards set forth in the Residential Design Guidelines and Maintenance Requirements and Applicable Law

All Maintenance required by this Article 7 shall be made and performed with reasonable promptness and irrespective of whether such Maintenance is ordinary or extraordinary foreseen or unforeseen If an Owner fails to perform (or cause to be performed) any Maintenance obligation of such Owner under this Article 7 the Resort Center Parcel Owner in addition to the rights of the Resort Center Parcel Owner with respect to such failure under Article 14 below shall have the right to cure such Owner's failure as set forth in this Article 7

7.2 Compliance With Law and Other Requirements Each Owner Tenant and Permittee shall at its sole cost and expense promptly comply with all Applicable Law and all recorded documents (including without limitation any recorded amendments thereto) affecting or governing the Parcel(s) (or any portion thereof) owned used and/or to be Maintained by such Owner Tenant and Permittee and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition use or occupancy of such Parcel(s)

7.3 Non Compliance With Obligations In the event that an Owner fails to Maintain the Improvements and/or landscaping on the Parcel(s) or any portion thereof) owned controlled and/or to be Maintained by such Owner in the manner required by this Article 7 the Resort Center Parcel Owner in addition to its rights set forth in Article 14 below shall have the right to cure such Owner's failure as set forth in this Section 7.3

7.3.1 Maintenance Deficiencies Upon a determination by the Resort Center Parcel Owner of a failure by an Owner to Maintain Improvements and/or landscaping in the manner required by this Article 7 the Resort Center Parcel Owner may provide a written notice (a "Notice of Deficiency") of such failure to such Owner which notice shall generally describe such failure and request that such failure be cured within a reasonable period of time specified in such Notice of Deficiency

In the event that the Resort Center Parcel Owner determines that such failure continues to exist at the end of the cure period specified in such Notice of Deficiency the Resort Center Parcel Owner may at its option either (i) enter on the related Parcel(s) and perform the Maintenance of such portion of such Parcel on which such failure continues (ii) contract with another Person to perform such Maintenance or (iii) seek any other remedy available at law or in equity to the Resort Center Parcel Owner including without limitation specific performance of the Owner's

Maintenance obligations as provided in Article 14 below. Each and all of such remedies may be pursued at the option of the Resort Center Parcel Owner and the failure to pursue any of such remedies upon any occurrence giving rise to such remedies shall not be a waiver of the right to pursue any and/or all of such remedies in connection with any other occurrence.

7.3.2 Emergency Maintenance If the Resort Center Parcel Owner determines that a given failure by an Owner to Maintain Improvements and/or landscaping in the manner required by this Article 7 constitutes or results in an emergency that poses a threat of injury or damage to persons or property that requires action prior to the expiration of any cure period to address such threat, the Resort Center Parcel Owner may take any or all of the actions provided for in Section 7.3.1 above without giving a Notice of Deficiency to such Owner in advance of taking such action, provided the Resort Center Parcel Owner shall, as soon as reasonably practicable after taking the emergency action, give a Notice of Deficiency (without providing a cure period) to such Owner.

7.3.3 Reimbursement of the Resort Center Parcel Owner If the Resort Center Parcel Owner elects to perform an Owner's Maintenance obligations pursuant to this Section 7.4, whether by use of its own employees and equipment or by contract with a third party, the entire cost of performing such Maintenance, together with interest at the Applicable Rate, shall be paid by such Owner to the Resort Center Parcel Owner within thirty (30) days after such Owner's receipt of a written invoice therefor from the Resort Center Parcel Owner.

If an Estates Homeowner or Villas Homeowner fails to make such payment within such thirty (30) day period, the Resort Center Parcel Owner may (after notice and an opportunity to cure as provided in Section 14.2 below and in accordance with Applicable Law) in addition to any other rights or remedies of the Resort Center Parcel Owner under this Restated Declaration, at law or in equity, levy an assessment and record a notice of such assessment against the Estates Lot or Villas Unit owned by such Estates Homeowner or Villas Homeowner, in which event the Resort Center Parcel Owner shall, except to the extent prohibited by Applicable Law, have a lien against such Estates Lot or Villas Unit, as applicable, which lien shall be for amount of such unpaid such payment(s), together with the costs and expenses, including without limitation attorneys' fees incurred by the Resort Center Parcel Owner in collecting such payment(s) and interest at the Applicable Rate.

Each assessment levied pursuant to this Section 7.3.3 shall, for the purposes of this Restated Declaration, be an **Enforcement Assessment**.

7.4 Repeat Violation Fees The Resort Center Parcel Owner shall have and is hereby granted the authority to from time to time adopt a reasonable schedule of fees for violation(s) of this Restated Declaration and/or the Residential Design Guidelines and Maintenance Requirements.

If the Resort Center Parcel Owner gives an Owner written notice of such a violation, then the Resort Center Parcel Owner may (after any notice and hearing required by and in accordance with Applicable Law and this Restated Declaration) impose by written notice to such Owner such a violation fee each time such violation is thereafter repeated by such Owner. If an Estates Homeowner or Villas Homeowner fails to make pay any such violation fee within thirty (30)

days after notice of its imposition the Resort Center Parcel Owner may in addition to any other rights or remedies of the Resort Center Parcel Owner under this Restated Declaration at law or in equity levy an assessment for such violation fee and record a notice of such assessment against the Estates Lot or Villas Unit owned by such Estates Homeowner or Villas Homeowner in which event the Resort Center Parcel Owner shall except to the extent prohibited by Applicable Law have a lien against such Estates Lot or Villas Unit as applicable which lien shall be for amount of such unpaid violation fee(s) together with the costs and expenses including without limitation attorneys fees incurred by the Resort Center Parcel Owner in collecting violation fee(s) and interest at the Applicable Rate

Each assessment levied pursuant to this Section 7 4 shall for the purposes of this Restated Declaration be an **Enforcement Assessment**

7 5 Special Services In the event that the Resort Center Parcel Owner undertakes to provide materials or services (other than Maintenance of the Common Maintenance Area) that benefit a given Estates Lot Owner or Villas Unit Owner then such Owner by acceptance of such materials or services agrees that the costs and expenses thereof shall be paid by such Owner within thirty (30) days after such Owner s receipt of an invoice therefor from the Resort Center Parcel Owner

If an Estates Homeowner or Villas Homeowner fails to make such payment within such thirty (30) day period the Resort Center Parcel Owner may in addition to any other rights or remedies of the Resort Center Parcel Owner under this Restated Declaration at law or in equity levy an assessment for such costs and expenses and record a notice of such assessment against the Estates Lot or Villas Unit owned by such Estates Homeowner or Villas Homeowner in which event the Resort Center Parcel Owner shall except to the extent prohibited by Applicable Law have a lien against such Estates Lot or Villas Unit as applicable which lien shall be for amount of such unpaid such costs and expenses together with the additional costs and expenses including without limitation attorneys fees incurred by the Resort Center Parcel Owner in collecting the amount of such assessment and interest at the Applicable Rate

Each assessment levied pursuant to this Section 7 5 shall for the purposes of this Restated Declaration be an **Enforcement Assessment**

Article 8

MAINTENANCE OF ROCK GROIN/SEA WALL MARINE PRESERVE AND SAND BEACH

8 1 City and Resort Center Parcel Owner Obligations The Resort Center Parcel Owner shall Maintain the Rock Groin/Sea Wall and the City shall Maintain the Marine Preserve and the Sand Beach The foregoing notwithstanding the Resort Center Parcel Owner shall be responsible for the replacement of beach sand and rip rap on the Sand Beach after significant storm seasons or events in accordance with Condition No 13 of CDP 99 75 or after Resort Center Parcel Owner receives a written request for such replacement from the City

The Resort Center Parcel Owner's and the City's Maintenance obligations under this Article 8 shall be discharged by the Resort Center Parcel Owner and the City respectively in accordance with this Article 8 Applicable Law and the resource management plan required by the CDP All such Maintenance shall be made and performed with reasonable promptness and irrespective of whether such Maintenance is ordinary or extraordinary foreseen or unforeseen

8.2 Maintenance Deficiencies Upon a determination by the Resort Center Parcel Owner of a failure by the City to Maintain the Marine Preserve and Sand Beach in the manner required by this Article 8 the Resort Center Parcel Owner's sole remedy shall be to perform such Maintenance in the City's place and stead The Resort Center Parcel Owner shall not have any right to receive reimbursement from the City for any such Maintenance

The Resort Center Parcel Owner shall have the additional right (but not any obligation) subject to Applicable Law to perform such additional or enhanced Maintenance of the Marine Preserve and Sand Beach as the Resort Center Parcel Owner in its sole discretion determines to perform

Article 9

CAPITAL REPAIRS AND IMPROVEMENTS TO CITY OWNED FACILITIES

The City's and the Resort Center Parcel Owner's respective obligation if any to perform or cause the performance of Capital Repairs and Improvements with respect to the City Owned Areas is set forth in the Development Agreement and nothing in this Restated Declaration shall be interpreted or construed as imposing on the City or the Resort Center Parcel Owner or releasing the City or the Resort Center Parcel Owner from any obligation to perform or to cause the performance of Capital Repairs and Improvements with respect to the City-Owned Areas

Article 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnification Each Owner severally and not jointly shall defend and hereby agrees to indemnify protect and hold harmless the other Owners and the other Owners respective agents employees affiliates successors and assigns for from and against all claims and all costs losses liens damages injuries expenses and liabilities (including reasonable attorneys fees and costs) incurred by the indemnified party in connection with any claim loss or liability of any kind or nature arising from or as a result of the death of or any accident injury loss or damage whatsoever to any Person or to the property of any Person arising as a result of (i) the negligence or willful act or omission of such indemnifying Owner or its agents or employees in connection with the exercise by or on behalf of such indemnifying Owner of the rights granted by this Restated Declaration to such indemnifying Owner (ii) the default by such indemnifying Owner with respect to the covenants and restrictions contained in this Restated Declaration (iii) the activities of such indemnifying Owner in any part of the Project including

but not limited to the exercise by such indemnifying Owner of its rights under any easement or right of use granted or reserved under Article 3 of this Restated Declaration and the performance (or non-performance) of any Maintenance obligations of such Owner under this Restated Declaration or (d) the storage use or presence of hazardous toxic or contaminated wastes or materials by or caused by such indemnifying Owner on or within its Parcel(s) or any easements appurtenant thereto located on any other portion of the Project Premises

The Estates Association shall defend and indemnify protect and hold harmless the other Owners and the other Owners respective agents employees affiliates, successors and assigns for from and against all claims and all costs losses liens damages injuries expenses and liabilities (including reasonable attorneys' fees and costs) incurred by the indemnified party in connection with any claim, loss or liability of any kind or nature arising from or as a result of the death of or any accident injury loss or damage whatsoever to any Person or to the property of any Person and related to the Residential Common Area

The Villas Association shall defend and indemnify protect and hold harmless the other Owners and the other Owners respective agents employees affiliates successors and assigns for from and against all claims and all costs losses liens damages injuries expenses and liabilities (including reasonable attorneys' fees and costs) incurred by the indemnified party in connection with any claim loss or liability of any kind or nature arising from or as a result of the death of or any accident injury loss or damage whatsoever to any Person or to the property of any Person and related to the Villas Common Area

The foregoing indemnities shall also include any and all sums paid or liabilities incurred in settlement and any and all expenses paid or incurred in (a) enforcing the terms of this indemnity (b) procuring or attempting to procure any release from any such claim loss or liability or (c) recovering or attempting to recover any losses or expenses paid or incurred in contesting any such claim loss or liability Nothing contained in this Section 10 1 shall be construed as requiring indemnification by an indemnifying Owner to the extent that any claim loss or liability arising under the scope of the foregoing indemnity is caused by the acts or omissions of any other Owner or its Tenants Permittees concessionaires agents servants or employees This indemnity shall not require payment by the indemnitee as a condition precedent to the effectiveness of such indemnity Any Person indemnified hereunder which is not a party to this Restated Declaration shall have the rights of a third party beneficiary coupled with an interest with respect to the covenants set forth in this Section 10 1 Any indemnitee under this Section 10 1 shall give the indemnitor written notice of any claim demand action or proceeding entitling such indemnitee to indemnification pursuant to this Section 10 1 promptly after such indemnitee s receipt of knowledge thereof and the indemnitor shall defend the indemnitee with respect to such claim demand action or proceeding by counsel reasonably approved by the indemnitee

10 2 Liability Insurance - Resort Center Parcel Owner The Resort Center Parcel Owner shall at all times during the term of this Restated Declaration maintain or cause to be maintained in full force and effect a commercial general liability insurance policy covering the Common Maintenance Area and the portions of the Project Premises then owned by the Resort Center Parcel Owner

Each such insurance policy shall be issued by an insurance company (or companies) that conforms with the requirements of this Article 10 and shall provide (i) coverage for any accident resulting in bodily injury to or death of any Person and consequential damages arising therefrom (ii) contractual liability coverage for the indemnity obligations of the Resort Center Parcel Owner set forth in Section 10 1 above and (iii) comprehensive property damage coverage and shall provide for an aggregate limit in an amount not less than Five Million Dollars (\$5 000 000) per occurrence

The insurance coverage required to be maintained by the Resort Center Parcel Owner under this Section 10 2 may be maintained in part under an excess or umbrella policy The insurance policy or policies providing such coverage shall name the City as an additional insured and shall provide that the same may not be cancelled or reduced without at least thirty (30) days prior written notice being given by the insurer to the City

10 3 Liability Insurance – Estates Association The Estates Association shall at all times during the term of this Restated Declaration maintain or cause to be maintained in full force and effect a commercial general liability insurance policy covering the Residential Common Area all Estates Common Maintenance Areas and any other portions of the Project Premises then owned by the Estates Association

Each such insurance policy shall be issued by an insurance company (or companies) that conforms with the requirements of this Article 10 and shall provide (i) coverage for any accident resulting in bodily injury to or death of any Person and consequential damages arising therefrom (ii) contractual liability coverage for the indemnity obligations of the Estates Association set forth in Section 10 1 above and (iii) comprehensive property damage coverage and shall provide for an aggregate limit in an amount not less than Three Million Dollars (\$3 000 000) per occurrence

The insurance policy required to be maintained by the Estates Association under this Section 10 3 shall name the City and the Resort Center Parcel Owner as additional insureds and shall provide that the same may not be cancelled or reduced without at least thirty (30) days prior written notice being given by the insurer to the City and the Resort Center Parcel Owner

10 4 Liability Insurance – Villas Association From and after the establishment of the Villas Condominium the Villas Association shall at all times during the term of this Restated Declaration maintain or cause to be maintained in full force and effect a commercial general liability insurance policy covering the Villas Common Area and any other portions of the Project Premises then owned by the Villas Association

Each such insurance policy shall be issued by an insurance company (or companies) that conforms with the requirements of this Article 10 and shall provide (i) coverage for any accident resulting in bodily injury to or death of any Person and consequential damages arising therefrom (ii) contractual liability coverage for the indemnity obligations of the Villas Association set forth in Section 10 1 above and (iii) comprehensive property damage coverage and shall provide for an aggregate limit in an amount not less than Three Million Dollars (\$3 000 000) per occurrence

The insurance policy required to be maintained by the Villas Association under this Section 10 4 shall name the City and the Resort Center Parcel Owner as additional insureds and shall provide that the same may not be cancelled or reduced without at least thirty (30) days prior written notice being given by the insurer to the City and the Resort Center Parcel Owner

10 5 Annual Increases The minimum coverage limits specified in Sections 10 2 10 3 and 10 4 above shall be increased annually as set forth in this Section 10 5 Beginning on the first day of January following the fifth anniversary of the recordation of this Restated Declaration and continuing on the first day of January each fifth year thereafter during the term of this Restated Declaration the then applicable minimum coverage limits under Sections 10 2 10 3 and 10 4 above shall be increased by an amount equal to (i) the product obtained by multiplying the minimum coverage limit in effect on December 31st of the year immediately preceding the year in which such increase will occur by (ii) the percentage increase in the Index which increase shall be determined by dividing the Index in effect on such December 31st by the Index that was in effect on the December 31st in the fifth year prior to the year in which such increase will occur

10 6 Form of Policies Each insurance policy required by this Article 10 shall (i) be an occurrence policy, (ii) be issued by an insurance company having a rating of not less than a B+ VII in Best's Key Rating Guide and authorized (but not necessarily licensed) to do business in the State of California (iii) except as otherwise provided in this Article 10 be primary insurance as to all claims thereunder and provide that any other insurance carried by any insured other than the Owner that obtained such policy is excess and non contributing with such policy (iv) contain a cross liability endorsement or severability of interest clause, (v) if property insurance contain a waiver of subrogation clause (vi) contain only standard exclusions from coverage and (vii) not be subject to deductible amounts in excess of that which is commercially reasonable

10 7 Evidence of Coverage On an annual basis (i) the Resort Center Parcel Owner shall provide to the City a certificate evidencing that the insurance coverage the Resort Center Parcel Owner is required to maintain pursuant to this Restated Declaration is in full force and effect and that the premiums therefor have been paid (ii) the Estates Association shall provide to the City and the Resort Center Parcel Owner a certificate evidencing that the insurance coverage the Estates Association is required to maintain pursuant to this Restated Declaration is in full force and effect and that the premiums therefor have been paid and (iii) from and after the establishment of the Villas Condominium the Villas Association shall provide to the City and the Resort Center Parcel Owner a certificate evidencing that the insurance coverage the Villas Association is required to maintain pursuant to this Restated Declaration is in full force and effect and that the premiums therefor have been paid

In the event that the Resort Center Parcel Owner the Estates Association or the Villas Association fails to maintain any insurance policy required hereunder the City (in the event of a failure by the Resort Center Parcel Owner the Estates Association or the Villas Association) and the Resort Center Parcel Owner (in the event of a failure by the Estates Association or the Villas Association) shall have the right to obtain such policy pay the premium(s) therefor and obtain reimbursement for such premium(s) from the party that failed to obtain the policy as required by this Article 10

10 8 Mutual Releases Each Owner (other than the City which is not required to maintain insurance hereunder) for itself and (to the extent permitted by Applicable Law) on behalf of its insurer hereby waives and releases each of the other Owners from any liability for any loss or damage to such waiving Owner or its property (to the extent located on the Project Premises) which loss or damage is of the type covered by the insurance required to be maintained by the waiving Owner hereunder under any declaration of covenants and restrictions and/or bylaws relating to the Estates Lots and/or the Estates Association or under the declaration of covenants and restrictions by which the Villas Condominium is established and/or any bylaws relating to the Villas Association (all as then in effect) irrespective of any negligence on the part of the other Owners which may have contributed to or caused such loss or damage Each insured Owner covenants that it will obtain for the benefit of each other Owner a waiver of any right of subrogation which the insurer of such insured Owner may acquire against any other Owner or Owners by virtue of the payment of any such loss covered by such insurance Nothing in this Section 10 8 is intended to or shall affect any waiver given or made by any party under this Restated Declaration or under or in any other document

10 9 Waiver of Subrogation In the event any insured Owner is by law statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each other Owner required by Section 10 8 above then during any period of time when such waiver is unobtainable said insured Owner shall be deemed not to have waived any subrogated claim of such insured Owner s insurance carrier against the other Owners and during the same period of time each other Owner shall be deemed not to have released the insured Owner who has been unable to obtain such waiver from any claims such other Owner (or their insurance carriers) may assert which otherwise would have been waived pursuant to Section 10 8 above In the event that any insured Owner is unable to obtain such waiver of the right of subrogation for the benefit of any other Owner or Owners such insured Owner shall within thirty (30) days of receiving notice of such inability give each other Owner written notice of such inability

10 10 Indemnity for Deed Restriction Obligations Resort Center Parcel Owner shall defend and does hereby agree to indemnify protect and hold harmless the City the Estates Lots Owner the Estates Lots Association the Villas Parcel Owner the Estates Homeowners the Villas Homeowners and their respective agents employees affiliates successors and assigns for from and against all claims and all costs losses liens damages injunes expenses and liabilities (including reasonable attorneys fees and costs) incurred by the indemnified party in connection with all claims losses or liabilities of any kind or nature arising from or as a result of (a) the failure of the Resort Center Parcel Owner to take any action affirmatively required by the Deed Restriction or (b) the application to the City the Estates Lots Owner the Estates Lots Association the Villas Parcel Owner the Estates Homeowners the Villas Homeowners and their respective agents employees affiliates successors and assigns of the indemnification provisions of the Deed Restriction that run in favor of the Coastal Commission The Resort Center Parcel Owner s indemnity obligation set forth in this Section 10 10 shall not apply to costs losses liens damages injuries expenses and liabilities (i) incurred by a party seeking indemnity as a result of the negligence or willful misconduct of such party or (ii) incurred by the Estates Lots Owner any Estates Homeowner the Estates Lots Association the Villas Parcel Owner the Villas Association or any Villas Homeowner for any damage to or destruction of any portion of the Project Premises or any Improvement thereon

Article 11

CONDEMNATION

11.1 Restoration Upon Condemnation of Common Maintenance Area If any part of the Common Maintenance Area is taken by Condemnation, the Owner owning the Parcel upon which such Common Maintenance Area is or are situated shall to the extent economically feasible in such Owner's reasonable judgment reconstruct such Common Maintenance Area as nearly as possible to the condition that existed immediately prior to such Condemnation to the extent proceeds available to the Owner from the Condemnation award (or other equivalent payment) are adequate to do so

11.2 Waiver of Award Except as expressly provided herein in the event a Parcel (or any portion thereof) is taken by Condemnation each Owner waives in favor of the Owner whose Parcel (or portion thereof) is taken by such Condemnation any value of the Condemnation award attributable to any easement rights that the waiving Owner has in the Parcel (or portion thereof) taken by Condemnation provided however that any waiver under this Section 11.2 shall not preclude the waiving Owner from claiming and collecting from the condemning authority any severance and consequential damages to such waiving Owner's Parcel resulting from such Condemnation

11.3 No Termination of Easements Nothing in this Article 11 shall affect the existence of the easements granted under Article 3 above except to the extent such easements burden the Parcel (or portion thereof) taken by a Condemnation

11.4 Mortgagee Participation Nothing contained in this Restated Declaration shall be deemed to prohibit any Mortgagee from participating on behalf of or in conjunction with the Owner of the Parcel that is subject to the Mortgage held by such Mortgagee in any eminent domain proceedings affecting such Parcel

Article 12

DAMAGE AND DESTRUCTION

12.1 Damage to or Destruction of Common Maintenance Area If any of the Common Maintenance Area is damaged or destroyed by fire or any other cause whatsoever whether insured or uninsured during the term of this Restated Declaration each Owner as to the portion of such damaged or destroyed Common Maintenance Area located on the Parcel(s) owned by such Owner located shall promptly rebuild replace and repair such damaged or destroyed Common Maintenance Area substantially to the same condition and general appearance as existed immediately prior to such damage or destruction with the prior approval of the Resort Center Parcel Owner and in a manner that is the functional equivalent of such Common Maintenance Area prior to such damage or destruction Any such repair restoration and replacement shall be governed by Article 4 above The rebuilding replacement or repair of any

Improvements on or to the Common Maintenance Area required by this Section 12.1 shall be diligently prosecuted to completion

12.2 Damage to or Destruction of Private Drainage System If any portion of the private drainage system described in Section 3.3.1(c) above is damaged or destroyed during the term of this Restated Declaration the Owner having the responsibility under such Section 3.3.1(c) to Maintain such portion of such drainage system shall promptly rebuild, repair, restore and replace such portion of such drainage system to substantially the same condition as existed immediately prior to such damage or destruction and in a manner that is the functional equivalent of such portion of such drainage system prior to such damage or destruction

12.3 Damage or Destruction to Improvements Subject to Section 12.1 and Section 12.2 above in the event that an Owner of any Improvement that has been damaged or destroyed determines not to repair, restore or replace such Improvement then such Owner to the extent of insurance proceeds received by each such Owner (from its policy of insurance or that of another Owner the proceeds of which are received by such Owner as an additional insured) together with any deductible amount to be paid by such Owner with respect to such insurance proceeds shall (i) demolish and remove the damaged or destroyed Improvement and remove from the Project Premises all debris and rubbish with respect thereto all in compliance with Applicable Law (ii) cause the Parcel on which such Improvement was located to be graded and landscaped in the manner necessary to bring such area into visual and aesthetic compatibility with the remainder of the Project (iii) restore the exterior portions of any remaining Improvement to which the damaged or destroyed Improvement was attached or connected to the condition that existed prior to such damage or destruction (to the extent that such is possible) so that such remaining Improvement is aesthetically presentable and (iv) restore all Utility Facilities located on such Owner's Parcel which serve any Improvement of any other Owner

Failure by an Owner to obtain the insurance with respect to the foregoing obligations such that such Owner does not receive insurance proceeds that would have been received by such Owner had such Owner maintained the required insurance shall not relieve such Owner from any obligations under this Section 12.3. If any Improvement is destroyed or removed at a time when the Owner thereof is not required to restore or replace the same under this Restated Declaration the Owner will leave in place and hereby grants an easement for the use of any party wall that has not been destroyed if immediately before such removal or destruction such party wall was shared by such Owner with another Owner. Each Owner shall be obligated to leave such party wall in place and such easement shall exist for so long as the Improvement (as is originally constructed or replaced under this Restated Declaration) benefited by such party wall stands or is being restored or replaced.

Article 13

EXCUSES FOR NON-PERFORMANCE (FORCE MAJEURE)

In addition to specific provisions of this Restated Declaration and notwithstanding anything to the contrary contained in this Restated Declaration with respect to any obligation under this Restated Declaration (except any obligation to pay any sum of money under the applicable provisions of this Restated Declaration) the time for performance of such obligation

shall be extended and the Owner having the obligation to perform such obligation shall not be deemed to be in default under this Restated Declaration to the extent that such performance is delayed or precluded due to war insurrection strikes lockouts riots floods earthquakes fires casualties acts of God epidemics quarantine restrictions freight embargoes governmental restrictions or priority unusually severe weather inability to secure necessary labor materials or tools acts of any other Owner (except to the extent such other Owner is the same Person as the Owner otherwise entitled to an extension of time for performance hereunder and such other Owner is not entitled to an extension of time for performance hereunder) acts or failures to act of the City or the County or any other public or governmental agency or entity acting in their respective governmental capacities or any other cause beyond the control or without the fault of the Owner claiming an extension of time to perform under this Article 13 (other than the lack of or inability to procure funds or financing) provided that the Owner claiming an extension of time to perform under this Article 13 has commenced and is diligently pursuing all reasonable and available means and measures necessary to minimize or eliminate any delay resulting from any such cause or condition and provided further that the extension of time for performance of such obligation granted hereunder shall not be greater than the period of time of the delay caused by any of the events set forth herein Each Owner claiming an extension of time to perform under this Article 13 shall give written notice of any such claim (including without limitation a description of the event claimed to have caused delay) to the other Owners within thirty (30) days after the claiming Owner first acquires knowledge of the occurrence of such event

Article 14

ENFORCEMENT

14.1 Rights of Enforcement Subject to the provisions of Article 18 hereof any Owner may proceed at law or in equity to (i) prevent the violation or continuing violation of any of the covenants conditions and restrictions set forth in this Restated Declaration that benefit such Owner (ii) cause any such violation to be remedied and/or (iii) recover damages sustained by such Owner as a result of such violation In addition the Resort Center Parcel Owner shall have the rights to proceed at law or in equity to (x) enforce the respective obligations and duties of the Estates Association and/or any Estates Homeowner under the any declaration of covenants and restrictions and/or bylaws relating to the Estates Lots and/or the Estates Association (as then in effect) and (y) enforce the respective obligations and duties of the Villas Association and/or any Villas Homeowner under the declaration of covenants and restrictions by which the Villas Condominium is established and/or any bylaws relating to the Villas Association (as then in effect) each in the same manner as a default under this Restated Declaration (including without limitation the provisions of this Article 14 relating to notice cure periods rights to cure arbitration assessments liens and attorneys fees)

14.2 Notice of Default Except with respect to the failure by a given Owner to timely pay monies due under this Restated Declaration (in which event such Owner shall be in default under this Restated Declaration upon such Owner's failure to make timely payment) such Owner shall not be deemed to be in default in the performance of any of such Owner's obligations under this Restated Declaration unless the Resort Center Parcel Owner or another

Owner claiming such a default as applicable shall have given to the Owner claimed to have so defaulted written notice of the claimed default which notice shall set forth with reasonable specificity the nature of the claimed default. Any Owner other than the Resort Center Parcel Owner giving any such notice shall contemporaneously provide a copy of such notice to the Resort Center Parcel Owner.

14.3 Time to Cure Except as otherwise provided in Section 14.2 above with respect to monetary defaults and unless otherwise provided in a particular Section of this Restated Declaration which Section requires an Owner to cure or commence to cure a claimed default within the time period specified in such Section, an Owner shall have thirty (30) days after the date on which the first written notice of such claimed default is given to such Owner pursuant to Section 14.2 above within which to cure such claimed default. If such claimed default can be cured but cannot with the exercise of due diligence be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such additional time as may be required to cure the default with due diligence so long as the curing Owner commences to cure the default within such thirty (30) day period and thereafter proceeds diligently to cure such default.

14.4 Right of Other Owner(s) to Cure Subject to the last paragraph of this Section 14.4, if any Owner fails to cure any such default within the cure period provided in Section 14.2 above, then any other Owner may at any time after the expiration of such cure period cure such failure to the extent reasonably practicable, including without limitation the right to enter upon any Parcel not owned by such curing Owner to the extent that such default relates to (i) any failure to perform any Maintenance obligations relating to such Parcel or (ii) any emergency situation (as defined below). The defaulting Owner shall pay to the Owner that performs the defaulting Owner's obligations under this Restated Declaration, the amount equal to the costs and expenses incurred by such other Owner in performing the defaulting Owner's obligations in such manner together with interest at the Applicable Rate.

An Owner that receives a notice of default under Section 14.2 above shall have and retain the right to contest the claimed default (and the right of the notifying Owner to perform the obligations of the Owner claimed to be in default) by written notice of contest given to such other Owner and the Resort Center Parcel Owner within fifteen (15) days after the date on which such written notice of default was given by Owner claiming the existence of a default. Any such contest shall be resolved by Arbitration pursuant to Article 18 below (to which the Owner claiming the default and the Owner claimed to be in default shall and the Resort Center Parcel Owner if not already a party by reason of the provisions of this clause -- may be parties).

Notwithstanding any other provision of this Restated Declaration, in the event of any emergency situation, an Owner may cure any failure by another Owner to perform any of such other Owner's duties or obligations under this Restated Declaration without giving the notice that would otherwise be required by Section 14.2 above, and the Owner curing any such failure shall be entitled to payment of the costs and expenses of such cure pursuant to the provisions of this Section 14.4. For the purposes of this Section 14.4, emergency situation shall mean any situation that poses a threat of injury or damage to persons or property and which requires curative action prior to any otherwise applicable cure period to address such threat.

14 5 Levy of Enforcement Assessments, Lien The Resort Center Parcel Owner shall have the right to levy Enforcement Assessments with respect to any amounts expended by the Resort Center Parcel Owner in bringing an Owner or a Parcel owned and/or controlled by such Owner into compliance with the provisions of this Restated Declaration and if such Owner is an Estates Homeowner or Villas Homeowner record a notice of any such Enforcement Assessment against the Estates Lot or Villas Unit owned by such Estates Homeowner or Villas Homeowner as applicable in which event the Resort Center Parcel Owner shall, except to the extent prohibited by Applicable Law have a lien against such Estates Lot or Villas Unit as applicable which lien shall be for amount of such Enforcement Assessment together with the additional costs and expenses including without limitation attorneys fees incurred by the Resort Center Parcel Owner in collecting the amount of such Enforcement Assessment and interest at the Applicable Rate

Each such lien may be foreclosed thirty (30) days after the recordation of written notice thereof in the same manner as the foreclosure of a mortgage on real property under the laws of the State of California or may be enforced by sale pursuant to Section 2924 (or any successor or replacement provisions of the California CIVIL CODE) and all other provisions of Applicable Law and to that end a power of sale is hereby conferred upon and reserved to the Resort Center Parcel Owner The Resort Center Parcel Owner shall have the power to bid for the portion of the Project subject to such lien at a foreclosure sale and to acquire and hold lease mortgage and convey the same The Resort Center Parcel Owner shall have and retain the right to pursue other remedies (including without limitation an action to recover the amount of the Enforcement Assessment secured by such lien) without foreclosing or waiving such lien

14 6 Notice to Mortgagees of Right to Cure If the Resort Center Parcel Owner delivers a notice of default to an Owner pursuant to Section 14 2 above then the Resort Center Parcel Owner shall not later than ten (10) days after such delivery give a copy of such notice of such default to any Mortgagee which (i) holds a Mortgage that is a lien upon the Parcel with respect to which such notice was given and (ii) has (prior to the date of the Resort Center Parcel Owner's notice) given written notice to the Resort Center Parcel Owner of the Mortgagee's request to receive notice of any claimed default under this Restated Declaration with respect to such Parcel together with the address to which notices to such Mortgagee should be sent Such Mortgagee shall have the right (but not the obligation) both before and for sixty (60) days after delivery of such notice to the Mortgagee to cure any such default (including without limitation by paying interest and other charges due as provided herein) provided however that (x) in any event such Mortgagee shall retain all of its rights as provided in Article 20 below whether or not such Mortgagee takes any action to cure and (y) nothing in this Section 14 6 shall limit the rights of the Resort Center Parcel Owner with respect to emergency situations as described in Section 14 4

14 7 Cumulative Remedies The remedies specified in this Restated Declaration are cumulative and the election of one or more such remedies shall not be deemed to preclude the resort to any other remedy whether under this Restated Declaration at law or in equity

14 8 Deemed to Constitute a Nuisance The result of every action or omission that violates the provisions of this Restated Declaration is hereby declared to constitute a nuisance and every remedy allowed at law or in equity against any Owner Tenant or Permittee shall be

applicable with respect to every such result and may be exercised by any Owner to whose benefit this Restated Declaration inures

14 9 Attorneys Fees In any arbitration quasi-judicial or administrative proceedings or any action in any court of competent jurisdiction brought by any Owner to enforce any covenant or any of such Owner's rights or remedies under this Restated Declaration, including any action for declaratory relief or any action to collect any payment required under this Restated Declaration or for damages for breach of this Restated Declaration the prevailing party shall be entitled to reasonable attorneys fees and all costs expenses and disbursements in connection with any such proceeding or action including the costs of reasonable investigation preparation and professional or expert consultation the amount of which may be included in any judgment or decree entered in such proceeding or action in favor of the prevailing Owner

14 10 Payment on Default If under this Restated Declaration an Owner is compelled or elects to pay any sum of money or do any act that requires the payment of money by reason of another Owner's default the defaulting Owner shall promptly upon demand reimburse the paying Owner for such sum and such sum shall bear interest at the Applicable Rate from the date of expenditure until the date of such reimbursement

Article 15

NOTICES

Each notice demand request consent approval disapproval designation or other communication that an Owner is required or desires to give or make or communicate to any other Owner under this Restated Declaration shall be in writing and shall be deemed to have been given or made when delivered personally or three (3) days after depositing in the United States Postal Service by certified or registered United States Mail postage prepared return receipt requested or when made by private express mail service (with return receipt or proof of delivery) at the address designated by the Owner in writing to the other Owners from time to time provided however that in the absence of such a designation any communication to be sent to an Estates Homeowner or a Villas Homeowner may be sent to the street address of the Parcel owned by such Estates Homeowner or Villas Homeowner Any notice of an address given pursuant to this Article 15 shall with respect to a given Owner receiving such notice be effective as of the day of receipt of the notice by such receiving Owner

Article 16

AMENDMENT

This Restated Declaration may be amended or modified only by written instrument in recordable form executed by each of (i) the City (ii) the Resort Owner (iii) if and only if such amendment or modification relates to the Residential Common Area any Estates Lot or any right or obligation under this Declaration of the Estates Association and/ or the Estates Homeowners the

Estates Association, and (iv) if and only if such amendment or modification relates to the Villas Parcel the Villas Condominium any Villas Unit or any right or obligation under this Restated Declaration of the Villas Parcel Owner the Villas Association and/ or the Villas Homeowners the Villas Parcel Owner (prior to the establishment of the Villas Condominium) or the Villas Association (after the establishment of the Villas Condominium) and duly recorded in the Office of the County Recorder of the County

This Restated Declaration may terminated only by written instrument in recordable form executed by each of (i) the City (ii) the Resort Owner (iii) the Estates Association, and (iv) the Villas Parcel Owner (prior to the establishment of the Villas Condominium) or the Villas Association (after the establishment of the Villas Condominium) and duly recorded in the Office of the County Recorder of the County

Article 17

TERM OF DECLARATION

This Restated Declaration and all of the easements granted by or pursuant to this Restated Declaration shall continue in full force and effect in perpetuity

Article 18

ARBITRATION

18.1 Arbitration of Disputes Any dispute between or among any of the Owners arising under the provisions of this Restated Declaration including but not limited to the enforceability interpretation scope performance or breach of any of the provisions of this Restated Declaration but specifically excluding any and all disputes relating to the Design Review Committee and/or any act or omission of the Design Review Committee shall be settled by final and binding arbitration in accordance with the rules then in effect under the provisions of the California Code of Civil Procedure Sections 1280 et seq (or any successor statute)

18.1.1 Arbitration Notice Any Owner desiring to initiate arbitration (**Arbitration**) under this Article 18 shall give the other Owner or Owners involved in the dispute to be arbitrated (with copies to each of (i) the Resort Center Parcel Owner (if not a party to such dispute) and (ii) the office of Judicial Arbitration and Mediation Services (or any successor thereto or any other entity offering arbitration services that is agreed to by the parties to such Arbitration) written notice (the **Arbitration Notice**) of the initiating Owner's intention to arbitrate such dispute which notice shall describe the dispute to be arbitrated. The delivery or receipt of any Arbitration Notice shall not cure or waive any alleged breach of the obligations of any Person or any default under this Restated Declaration or otherwise have any impact on the applicable periods for curing any such breach or default or in any way constitute a waiver or relinquishment of any rights granted under this Restated Declaration or otherwise by any party with respect to any claimed breach or default (whether or not the subject of an Arbitration

Notice) including but not limited to the obligation of every Person to pay as and when due any and all liens amounts of money charges and/or fees required under this Restated Declaration or otherwise

18 1 2 Appointment of Arbitration Parcel Each Owner that delivers or receives an Arbitration Notice (each a **Participating Owner**) shall within ten (10) Business Days after the giving of the Arbitration Notice take such actions as are required to cause Judicial Arbitration and Mediation Services (or any successor thereto or any other entity offering arbitration services that is agreed to by the parties to such Arbitration pursuant to Section 18 1 1 above) to appoint one (1) arbitrator and the arbitrator so appointed shall be the **Arbitrator** for the purposes of the dispute described in the Arbitration Notice

The decision of the Arbitrator as to any dispute shall be binding on all of the Participating Owners The Arbitrator shall not have the right or power to issue an award that is binding on any Owner other than the Participating Owners and any award made by the Arbitrator that purports to be binding on any Owner other than a Participating Owner shall be to the extent such award purports to be binding on such other Owner(s) beyond the Arbitrator s power and authority

18 2 Provisions of Materials to Arbitration Panel and Parties Each Participating Owner shall make available to the Arbitrator all books records and other information requested by the Arbitrator that are within the possession or control of such Participating Owner Such matters shall be made available to the Arbitrator at such times as are deemed necessary by the Arbitrator to make his or her decision as herein provided The Arbitrator may in his or her discretion and as a cost of Arbitration employ experts to assist in making his or her determination The Arbitrator shall prior to rendering his or her determination afford each of the Participating Owners an opportunity orally or in writing to express such Participating Owner s point of view as to the proper determination of the dispute that is subject to the Arbitration provided however that (i) any Participating Owner submitting written materials shall be required to deliver a copy of such written materials to the Participating Owners (with a copy to the Resort Center Parcel Owner) and such other Participating Owners shall each have the opportunity to submit a written reply thereto and (ii) each Participating Owner shall be afforded a reasonable opportunity to be present at and to respond to any oral statements made by the other Participating Owners A Participating Owner may engage experts for the purpose of presenting evidence to the Arbitrator Each Participating Owner shall have reasonable access during normal business hours to such books records and other data in the possession or control of any of the other Participating Owners to the extent reasonably necessary to analyze the dispute that is the subject of the Arbitration and the right to copy any of the same at such Participating Owner s expense

18 3 Determination by the Arbitrator The Arbitrator shall diligently pursue the determination of any dispute under consideration and shall render his or her decision within thirty (30) days after submission of the dispute to the Arbitrator Each Participating Owner agrees that the decision of the Arbitrator shall be final and binding on such Participating Owner and may be enforced in any court of competent jurisdiction Each Participating Owner agrees to indemnify and hold harmless the Arbitrator against any claim or demand arising out of any Arbitration under this Restated Declaration unless resulting from the willful misconduct of the Arbitrator The cost of Arbitration including without limitation attorneys and arbitrators fees

and costs of experts shall be borne by the Participating Owners in such proportion between or among the Participating Owners as the Arbitrator may determine

18.4 Provisional Relief In the event that a Participating Owner would otherwise be entitled to seek provisional relief including but not limited to injunctive relief from a court of law with respect to a dispute that is the subject of Arbitration each Participating Owner shall take such actions as may be required to cause the appointment of the Arbitrator within three (3) Business Days after the giving of the Arbitration Notice. If the Arbitrator is not appointed within such three (3) Business Day period any of the Participating Owners may immediately apply to the Orange County Superior Court for the appointment of the Arbitrator. After the Arbitrator has been so appointed the Arbitrator's determination shall be made within five (5) Business Days after submission of such dispute to the Arbitrator. The decision of the Arbitrator shall be final and binding upon the Participating Owners and may be enforced by any court of competent jurisdiction in the same manner as an order for provisional relief would be enforced. Except as provided herein all other provisions set forth in this Article 18 with respect to Arbitration shall apply to such dispute

Article 19

COVENANTS OF NONDISCRIMINATION GOOD FAITH AND COOPERATION

19.1 Nondiscrimination By its acceptance of a deed for, or other conveyance of a Parcel each Owner covenants for itself and its successors and assigns and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex marital status sexual orientation race color creed religion national origin or ancestry in the sale lease sublease transfer use occupancy tenure or enjoyment of any portion of the Project nor shall any Owner or Tenant of any portion of the Project establish or permit any such practice or practices of discrimination or segregation with reference to the selection location number use or occupancy of tenants lessees subtenants sublessees or vendors in any portion of the Project

19.2 Good Faith Each Owner shall not discriminate against any other Owner in performing any of its obligations or in exercising any rights under this Restated Declaration. Because of the lengthy term of this Restated Declaration it is likely that conditions and circumstances will change significantly during the term of this Restated Declaration. Consequently the Owners shall cooperate in good faith to amend this Restated Declaration (with the consent of any Mortgagees as may be required by this Restated Declaration) so as to carry out the intentions of the Owners as manifested in this Restated Declaration in the event of such changed conditions and circumstances

Article 20

PROTECTION OF MORTGAGEES

20 1 Mortgagee s Opportunity to Cure In addition to the other rights of Mortgagees set forth in this Restated Declaration, during the continuance of any Mortgage and until such time as the Lien of any Mortgage has been extinguished the Mortgagee under such Mortgage shall have the rights set forth below

20 1 1 Payments and Performance by Mortgagee Any Mortgagee shall have the right (but not the obligation subject to Section 20 2) and without payment of any penalty to pay all of the amounts due hereunder to effect any insurance to pay any taxes and assessments to make any repairs and improvements to do any act or thing required of the applicable Owner hereunder and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements covenants and conditions hereof to prevent a default under this Restated Declaration by the Owner(s) of the Parcel encumbered by such Mortgagee s Mortgage All payments so made and all things so done and performed by a Mortgagee shall be effective to prevent a default under this Restated Declaration the same as if made done and performed by the defaulting Owner instead of by the Mortgagee

20 1 2 Notice to Mortgagee At the request of a Mortgagee given in accordance with the notice provisions of this Restated Declaration each Owner shall mail or deliver to such Mortgagee a duplicate copy of any and all notices which such Owner may from time to time pursuant to the provisions of this Restated Declaration give to or serve upon the Owner(s) of the Parcel encumbered by such Mortgagee s Mortgage and such copy shall be mailed or delivered to such Mortgagee simultaneously with and in the same manner as the mailing or delivery of the same to the Owner(s) of the Parcel encumbered by such Mortgagee s Mortgage

20 2 Application of Charges to Mortgagee Each Mortgagee who obtains title to a Parcel pursuant to its remedies under its Mortgage on such Parcel (or pursuant to a deed in lieu of foreclosure thereof) and any purchaser that acquires title to such Parcel at a foreclosure sale shall take title to such Parcel free and clear of any claims for then unpaid payments assessment installments and other charges which became due and payable under this Restated Declaration prior to such acquisition of title Except as provided in this Section 20 2 any such acquisition of title (including without limitation any conveyance in lieu of foreclosure) shall extinguish the liens against such Parcel for unpaid payments assessment installments and other charges that became due and payable under this Restated Declaration prior to such acquisition but the purchaser or Mortgagee who so acquires title shall be liable for payments assessment installments and other charges becoming due and payable after the date of such acquisition Following any such acquisition the Resort Center Parcel Owner shall seek payment of all unpaid payments assessment installments and other charges that became due and payable prior to such acquisition of title solely from the Persons that were the Owners of such Parcel prior to such acquisition

20 3 Limitation of Enforcement Against Mortgagee No violation of this Restated Declaration by or enforcement of this Restated Declaration against any Owner shall impair defeat or render invalid the lien of any Mortgage against the Parcel(s) owned by such Owner but

this Restated Declaration shall be enforceable against an Owner whose title is acquired by foreclosure of or trustee's sale under or voluntary conveyance in lieu of such foreclosure or sale under any Mortgage

20.4 Damage or Destruction Any Mortgagee who has requested an Owner (other than an Estates Homeowner or Villas Homeowner) to provide to such Mortgagee written notice with respect to (i) any substantial damage to or destruction of Improvements on the Parcel(s) owned or controlled by such Owner and (ii) any Condemnation proceeding involving or any proposed acquisition by a condemning authority of the Parcel(s) owned or controlled by such Owner (or any portion thereof) shall be entitled to timely written notice from such Owner of such damage, destruction, Condemnation or proposed acquisition in the manner described in Section 20.1.2 above

20.5 Insurance and Condemnation Proceeds No provision of this Restated Declaration shall be construed to give any Owner or any other Person priority over the rights of any Mortgagee with respect to the distribution of insurance proceeds with respect to or proceeds of a Condemnation of the Parcel(s) encumbered by such Mortgagee's Mortgage

Article 21

MISCELLANEOUS

21.1 Table of Contents and Captions The table of contents and captions of this Restated Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Restated Declaration and they shall not affect the interpretation thereof

21.2 Declaration for Exclusive Benefit of Owners Except where expressly provided otherwise in this Restated Declaration, the provisions of this Restated Declaration are for the exclusive benefit of the Owners and not for the benefit of any other Person and this Restated Declaration shall not be deemed to have conferred any rights, express or implied, upon any other Person

21.3 Leases and License Any lease or license with respect to a portion of the Project Premises shall provide that the terms of such lease or license shall be subject in all respects to the provisions of this Restated Declaration (and any amendments hereto), the Residential Design Guidelines and Maintenance Requirements, the Landscape Standards and Applicable Law. Each Owner shall be responsible for assuring compliance by such Owner's Tenants and Permittees with this Restated Declaration

In addition, any Owner renting or leasing his or her Parcel(s) (or any portion thereof) shall be (i) liable for all obligations of such Owner contained in this Restated Declaration notwithstanding any provisions of any rental or lease agreement and (ii) deemed to have agreed in connection with such rental or lease that upon being requested to do so by the Resort Center Parcel Owner, to immediately take such action or actions with respect to such Owner's Tenants and Permittees as may be necessary or required to cause such Tenants and Permittees to fully

comply with all terms and provisions of this Restated Declaration the Residential Design Guidelines and Maintenance Requirements the Landscape Standards and Applicable Law

21.4 Waiver of Default A waiver by any Owner of any default by another Owner under this Restated Declaration must be in writing and no such waiver shall be implied from any omission by any Owner to take any action in respect of such a default. No express written waiver of any such default shall (i) affect any other default (ii) cover any period of time other than the default and period of time specified by such express waiver, or (iii) be binding upon or affect the rights of any other Owner. One or more written waivers of any such default shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision of this Restated Declaration. An Owner's consent to or approval of any act or request by another Owner that requires consent or approval under this Restated Declaration shall not be deemed to waive or render unnecessary the consent or approval by the consenting or approving Owner to or of any subsequent similar acts or requests.

21.5 No Partnership, Joint Venture or Principal Agent Relationship Nothing contained in this Restated Declaration shall be deemed or construed by the Owners hereto or any of them or by any third person to create the relationship of principal and agent or of joint venture or of partnership between or among any of the Owners under this Restated Declaration.

21.6 Successors This Restated Declaration shall be binding upon and inure to the benefit of the Owners hereto and their respective successors and assigns.

21.7 Governing Laws This Restated Declaration shall be construed interpreted governed and enforced in accordance with the internal laws of the State of California.

21.8 Consents Except as otherwise may be provided in this Restated Declaration whenever an Owner is requested to consent to or approve of any matter with respect to which such Owner's consent or approval is required by this Restated Declaration such consent or approval if given shall be given in writing. Wherever an Owner is required to obtain the consent or approval of any other Owner such consent or approval shall not be unreasonably withheld and shall be given in writing within a reasonable period of time provided however that this provision shall not apply if this Restated Declaration specifically states that such consent or approval may be unreasonably withheld or is subject to the sole discretion of any Owner or words of similar import.

21.9 Default Shall Not Permit Termination of Declaration No default under this Restated Declaration shall entitle any Owner to terminate cancel or otherwise rescind this Restated Declaration provided however that this limitation shall not affect any other rights or remedies that any of the Owners may have by reason of any default under this Restated Declaration.

21.10 Notice of Non-Conformity to Law In the event that any Owner receives a notice from any governmental agency or authority to the effect that such Owner is in violation of Applicable Law with respect to any part of such Owner's Parcel(s) such Owner shall promptly transmit a copy thereof to the Resort Center Parcel Owner.

21 11 Counterparts This Restated Declaration may be signed in several counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument

21 12 Estoppel Certificate Each Owner other than a Estates Homeowner or Villas Homeowner hereby covenants that, within thirty (30) days of any written request from any other Owner the Owner receiving such request will issue to the requesting Owner or to any Mortgagee or to a bona fide purchaser under an agreement of sale or similar document with the requesting Owner an estoppel certificate stating as of the date of such certificate whether the Owner to whom the request has been made knows (i) of any default under this Restated Declaration and if there are known defaults specifying the nature thereof (ii) whether to the certifying Owner s knowledge this Restated Declaration has been assigned modified or amended in any way (and if it has then stating the nature thereof) and (iii) that to the certifying Owner s knowledge this Restated Declaration is in full force and effect

Any such certificate shall act as a waiver of any claim by an Owner (but not by its Mortgagee) furnishing such certificate to the extent such claim is based upon facts contrary to those asserted in the certificate to the extent such claim is or may be asserted against a bona fide purchaser under an agreement of sale or similar document with the requesting Owner or against any Mortgagee of the requesting Owner provided such purchaser or Mortgagee is without knowledge of facts contrary to those contained in the certificate and has acted in reasonable reliance upon the certificate In no event shall an Owner furnishing such a certificate be subject to any liability whatsoever for or with respect to the furnishing of such certificate notwithstanding the negligent or otherwise inadvertent failure of such Owner to disclose correct or relevant information in such certificate

21 13 Severability If any term provision or condition contained in this Restated Declaration is to any extent determined to be invalid or unenforceable the remainder of this Restated Declaration (or the application of such term provision or condition to Owners or circumstances other than those with respect to which this Restated Declaration is invalid or enforceable) shall not be affected thereby and each term provision and condition of this Restated Declaration shall be valid and enforceable to the fullest extent permitted by law

21 14 Time of Essence Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Restated Declaration

21 15 Exhibits All exhibits referred to in this Restated Declaration are incorporated herein by reference In addition by acceptance of a deed for a Parcel each Owner acknowledges and agrees that all exhibits attached hereto that are diagrammatic in format are intended to depict the general location of the items set forth therein and not the exact location of such items

21 16 Executory Easements and Rights To the extent that any provision of this Restated Declaration creates any easement or other right in favor of an Owner in over or across the Parcel of another Owner which easement or other right may not be in existence or exercisable at the time this Restated Declaration is recorded but is subject to coming into existence or being exercised in the future any Mortgagee or other Person acquiring any interest

in the Project Premises or a Parcel therein subsequent to the date this Restated Declaration is recorded shall take title to such Parcel subject to such easement and/or other right

21 17 Provision of Educational Materials The Estates Association and the Villas Association (from and after the establishment of the Villas Condominium) shall from time to time, at the request of the Resort Center Parcel Owner and/or the City distribute to the Estates Homeowners or the Villas Homeowners, as applicable such educational materials as may be provided by the Resort Center Parcel Owner and/or the City relating to the prevention of the entering of lawn cuttings debris and other contaminants from the Estates Lots and Villas Parcel as applicable into the marine ecosystem in the waters in the vicinity of the Estates Lots and the Villas Parcel

21 18 Participation Rights of Resort Center Parcel Owner

21 18 1 With Respect to Estates Association The Resort Center Parcel Owner shall at all times have the right (and the Estates Association shall cause the Resort Center Parcel Owner) to receive all communications (including without limitation notices agendas financial statements and reports) relating to the Estates Association the Estates Lots and/or the Residential Common Area sent or otherwise delivered or made available by the board and/or any officer of the Estates Association to any member of the Estates Association and the Estates Association shall cause any such communication to be delivered to the Resort Center Parcel Owner contemporaneously with the first sending or delivery of the same to any member of the board and/or membership of the Estates Association The Resort Center Parcel Owner shall have the right (but not the obligation) to attend each meeting (whether regular or special) of the board and/or membership of the Estates Association and to participate in the discussions therein

Neither the board nor the membership of the Estates Association shall take any action without a meeting without first delivering to the Resort Center Parcel Owner at least ten Business Days prior to the date on which such action is proposed to be taken all communications and other documents relating to such proposed action as have been provided to any member of the board and/or the membership of the Estates Association The Resort Center Parcel Owner shall have the right (but not the obligation) to respond or otherwise make written comments to such board and/or membership regarding the proposed action within such ten Business Day period

21 18 2 With Respect to Villas Association The Resort Center Parcel Owner shall at all times after the establishment of the Villas Condominium have the right (and the Villas Association shall cause the Resort Center Parcel Owner) to receive all communications (including without limitation notices agendas financial statements and reports) relating to the Villas Association the Villas Units and/or the Residential Common Area sent or otherwise delivered or made available by the board and/or any officer of the Villas Association to any member of the Villas Association and the Villas Association shall cause any such communication to be delivered to the Resort Center Parcel Owner contemporaneously with the first sending or delivery of the same to any member of the board and/or membership of the Villas Association The Resort Center Parcel Owner shall have the right (but not the obligation) to attend each meeting (whether regular or special) of the board and/or membership of the Villas Association and to participate in the discussions therein

Neither the board nor the membership of the Villas Association shall take any action without a meeting without first delivering to the Resort Center Parcel Owner at least ten Business Days prior to the date on which such action is proposed to be taken all communications and other documents relating to such proposed action as have been provided to any member of the board and/or the membership of the Villas Association. The Resort Center Parcel Owner shall have the right (but not the obligation) to respond or otherwise make written comments to such board and/or membership regarding the proposed action within such ten Business Day period.

[Signatures on next page]

THIS RESTATED DECLARATION has been executed as of the day and year first above written shall supercede and replace the Original Declaration in its entirety as and from the date of recording of this Restated Declaration and shall be effective upon such recording

RESORT CENTER PARCEL OWNER

CITY

LAGUNA BEACH RESORTS LLC
a Delaware limited liability company

THE CITY OF LAGUNA BEACH
a municipal corporation

By Ohana Laguna LLC
a Delaware limited liability company and
its Manager

By Kenneth Frank

By [Signature]

Name KENNETH FRANK

Name MICHAEL MOHR

Title City manager
12-10-02

Title MEMBER

ESTATES ASSOCIATION

THE LAGUNA BEACH COLONY ESTATES
ASSOCIATION

a California non profit mutual benefit
corporation

By [Signature]

Name John Manson

Title _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On December 10 2002 before me JOAN WOJNAR
Notary Public personally appeared MICHAEL G MOHLE

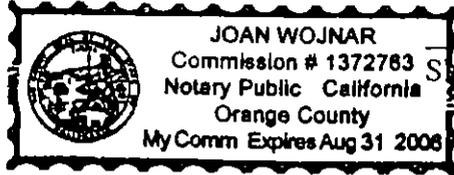
personally known to me

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

WITNESS my hand and official seal

(S E A L)



Joan Wojnar
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On December 10 2002 before me JOAN WOJNAR
Notary Public personally appeared JOHN MARSHUR

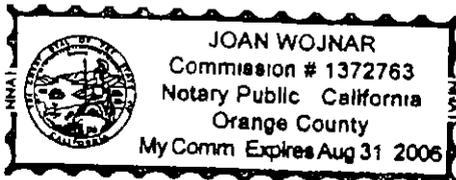
personally known to me

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

WITNESS my hand and official seal

(S E A L)



Joan Wojnar
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On December 10, 2002 before me Verna L Rollinger
Notary Public personally appeared Kenneth C. Frank

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

WITNESS my hand and official seal

Verna L Rollinger
SIGNATURE OF NOTARY PUBLIC

(S E A L)



EXHIBIT 'A-1'

TRACT NO 15497

LOTS 3 THROUGH 18 AND LOTS A THROUGH M OF TRACT NO 15497 IN THE CITY OF LAGUNA BEACH COUNTY OF ORANGE STATE OF CALIFORNIA AS PER MAP FILED APRIL 5 2002 IN BOOK 827 PAGES 16 THROUGH 26 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TOGETHER WITH PARCELS 1 THROUGH 3 OF LOT LINE ADJUSTMENT LLA 02-12 PER DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO 2002001125723 OFFICIAL RECORDS OF SAID COUNTY

TOGETHER WITH PARCELS 1 THROUGH 3 OF LOT LINE ADJUSTMENT LLA 02-13 PER DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO 2002001125724 OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 28 860 ACRES MORE OR LESS

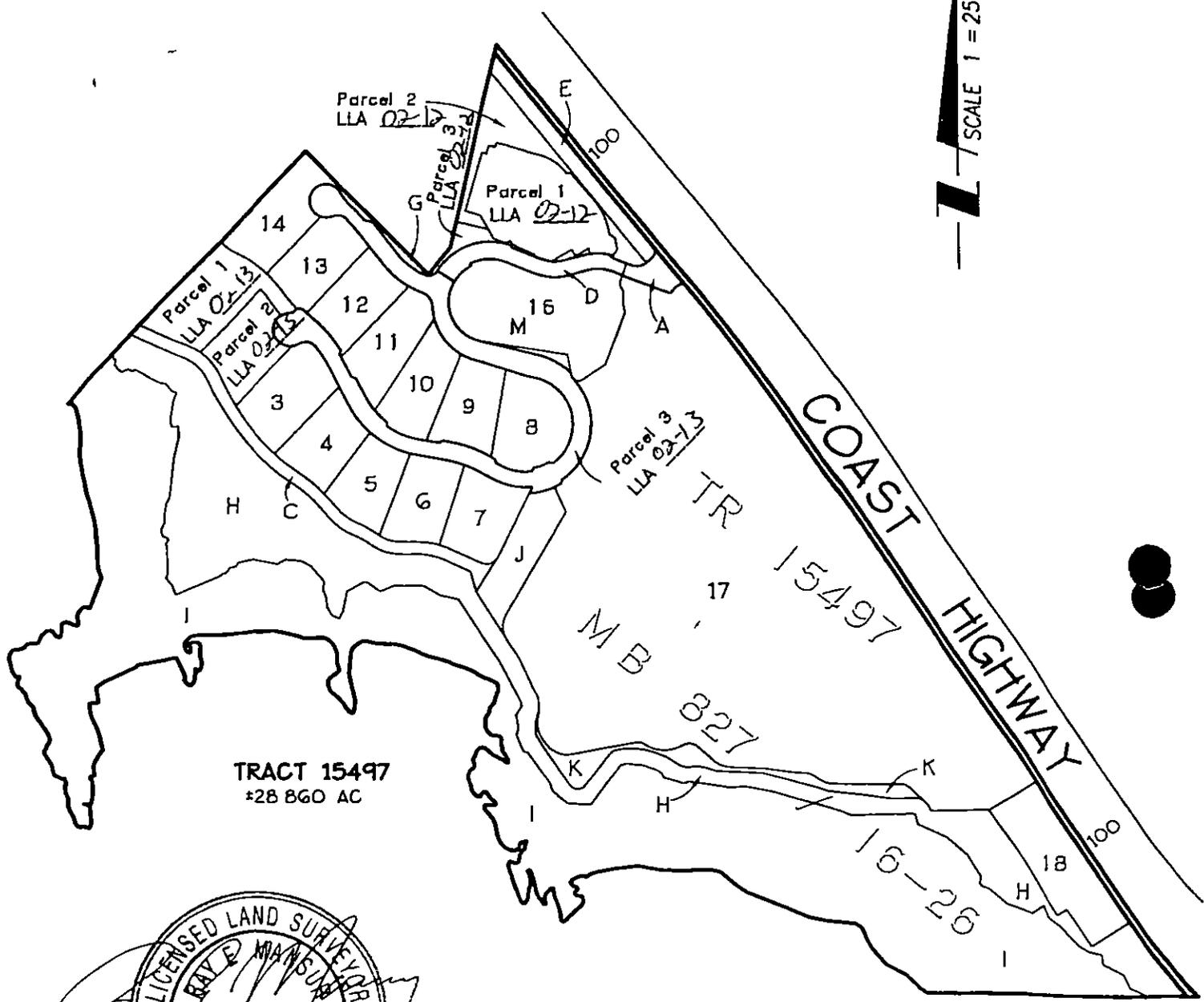
SUBJECT TO COVENANTS CONDITIONS RESTRICTIONS RESERVATIONS EASEMENTS AND RIGHTS OF WAY OF RECORD IF ANY

PREPARED BY THE KEITH COMPANIES INC
UNDER THE SUPERVISION OF


RAY E MANSUR PLS 7185
LICENSE EXPIRES 12/31/03

December 9 2002
J N 13473 00 024





TRACT 15497
±28 860 AC



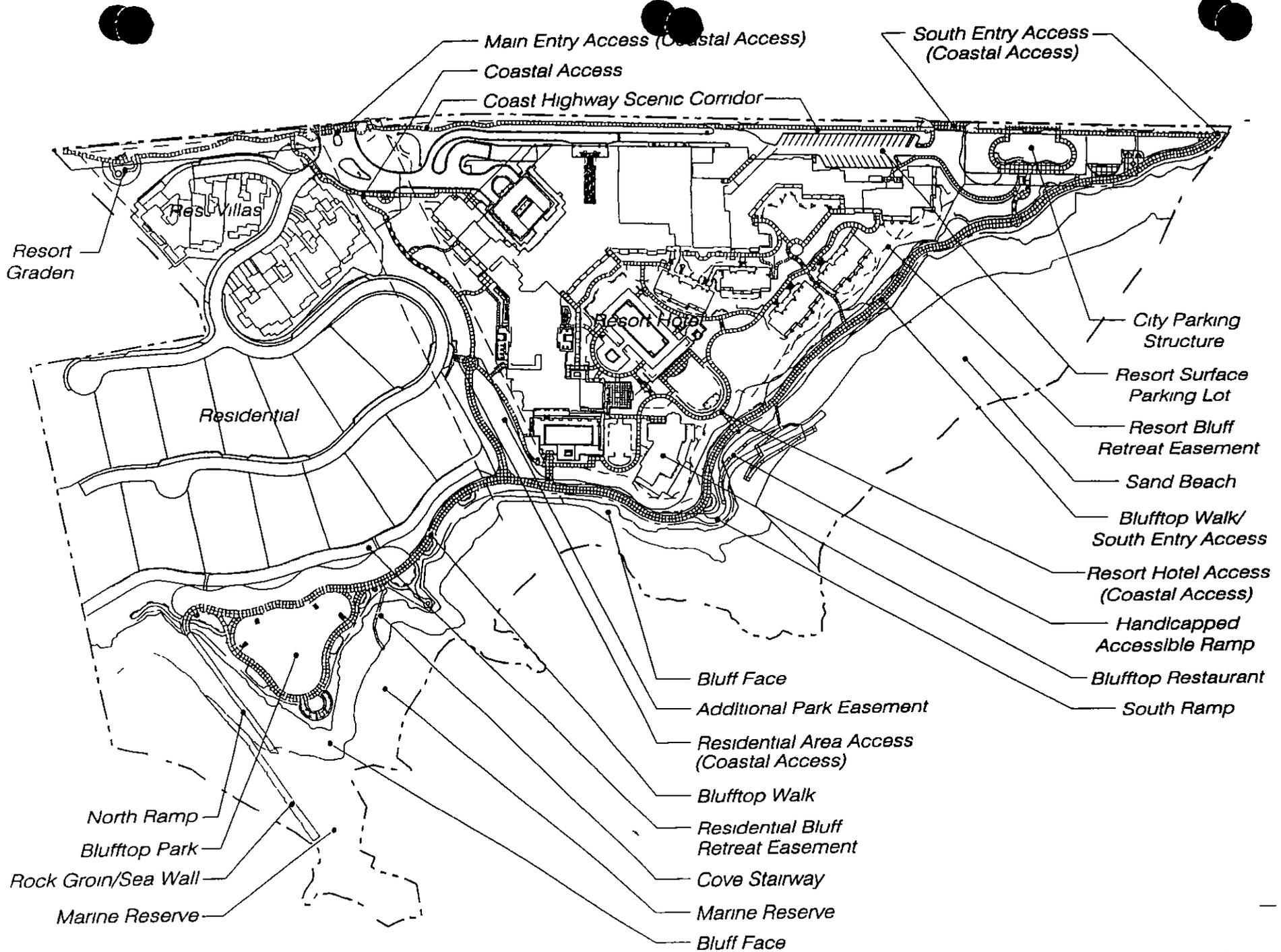
EXHIBIT 'A-1'

Tract 15497

The Keith Companies **TKC**

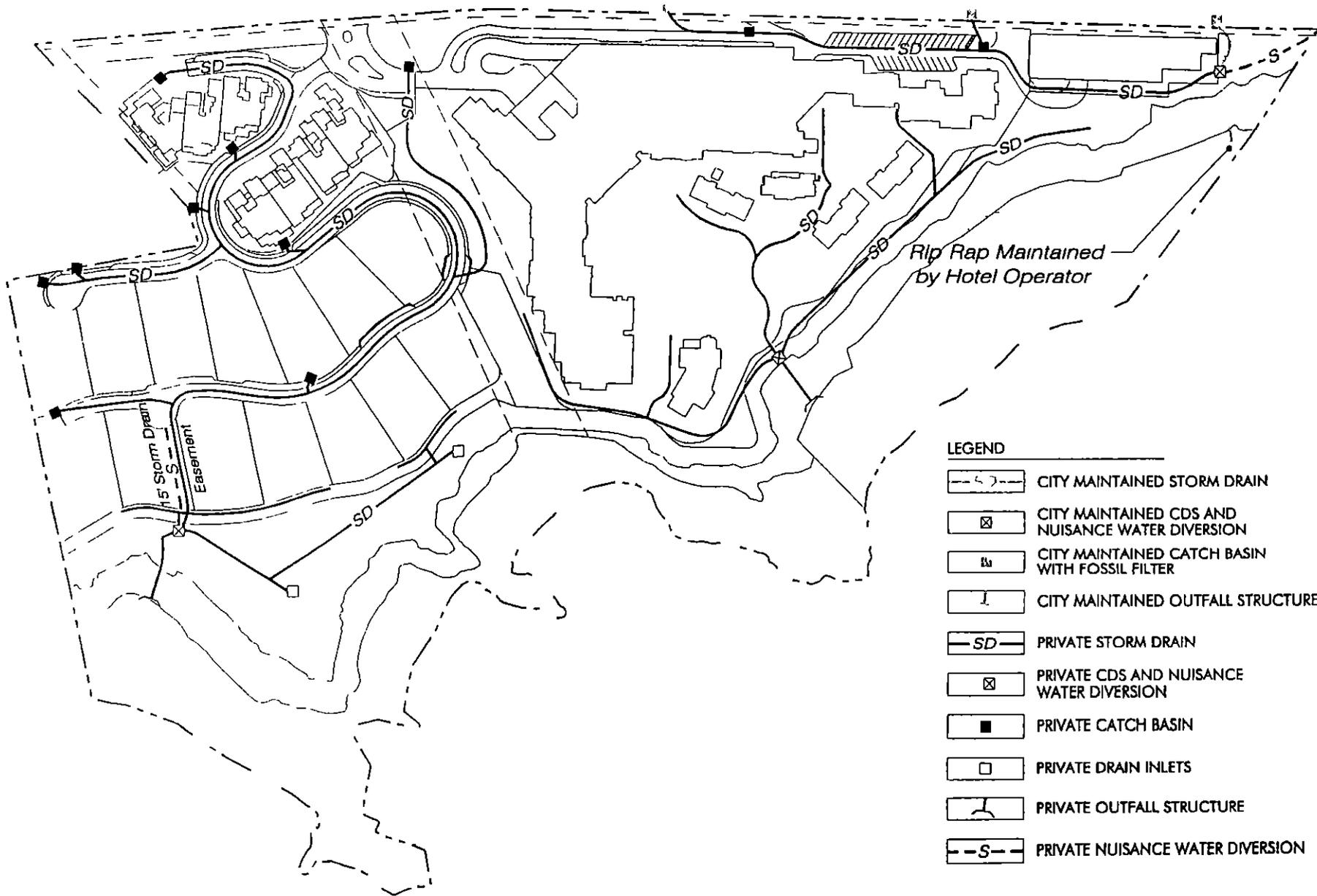
2955 Red Hill Avenue Costa Mesa CA 92626 (714) 540-080

DATE 12/09/02 JOB NO 13473 00 02



NOTE 1) 1/200 feet from the mean high tide line will be the Marine Reserve or side grade set by the State.
 2) The information shown on this map may change at any time. Depicted facilities are conceptual. For exact location and depiction of facilities, please refer to recorded documents/plans.

Exhibit "A-2"
 COMPONENTS OF PROJECT PREMISES



LEGEND

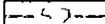
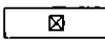
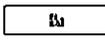
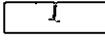
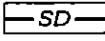
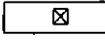
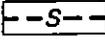
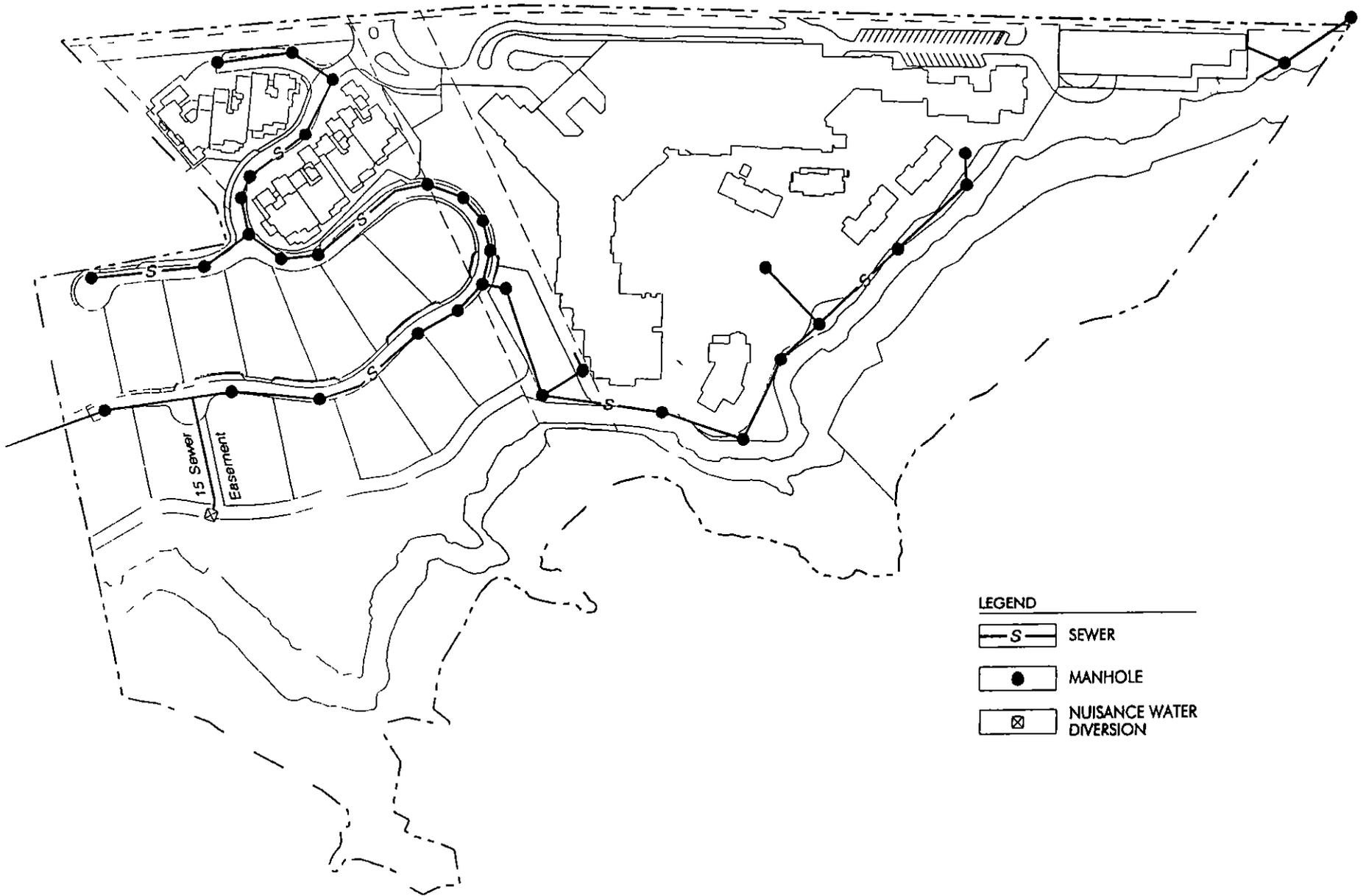
-  CITY MAINTAINED STORM DRAIN
-  CITY MAINTAINED CDS AND NUISANCE WATER DIVERSION
-  CITY MAINTAINED CATCH BASIN WITH FOSSIL FILTER
-  CITY MAINTAINED OUTFALL STRUCTURE
-  PRIVATE STORM DRAIN
-  PRIVATE CDS AND NUISANCE WATER DIVERSION
-  PRIVATE CATCH BASIN
-  PRIVATE DRAIN INLETS
-  PRIVATE OUTFALL STRUCTURE
-  PRIVATE NUISANCE WATER DIVERSION

Exhibit "A-3"
**PUBLIC AND PRIVATE
STORM DRAIN FACILITIES**

NOTE: The information on this map may change at any time. Depicted facilities are conceptual. For exact location and depiction of facilities please refer to recorded documents/plans.



LEGEND

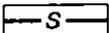
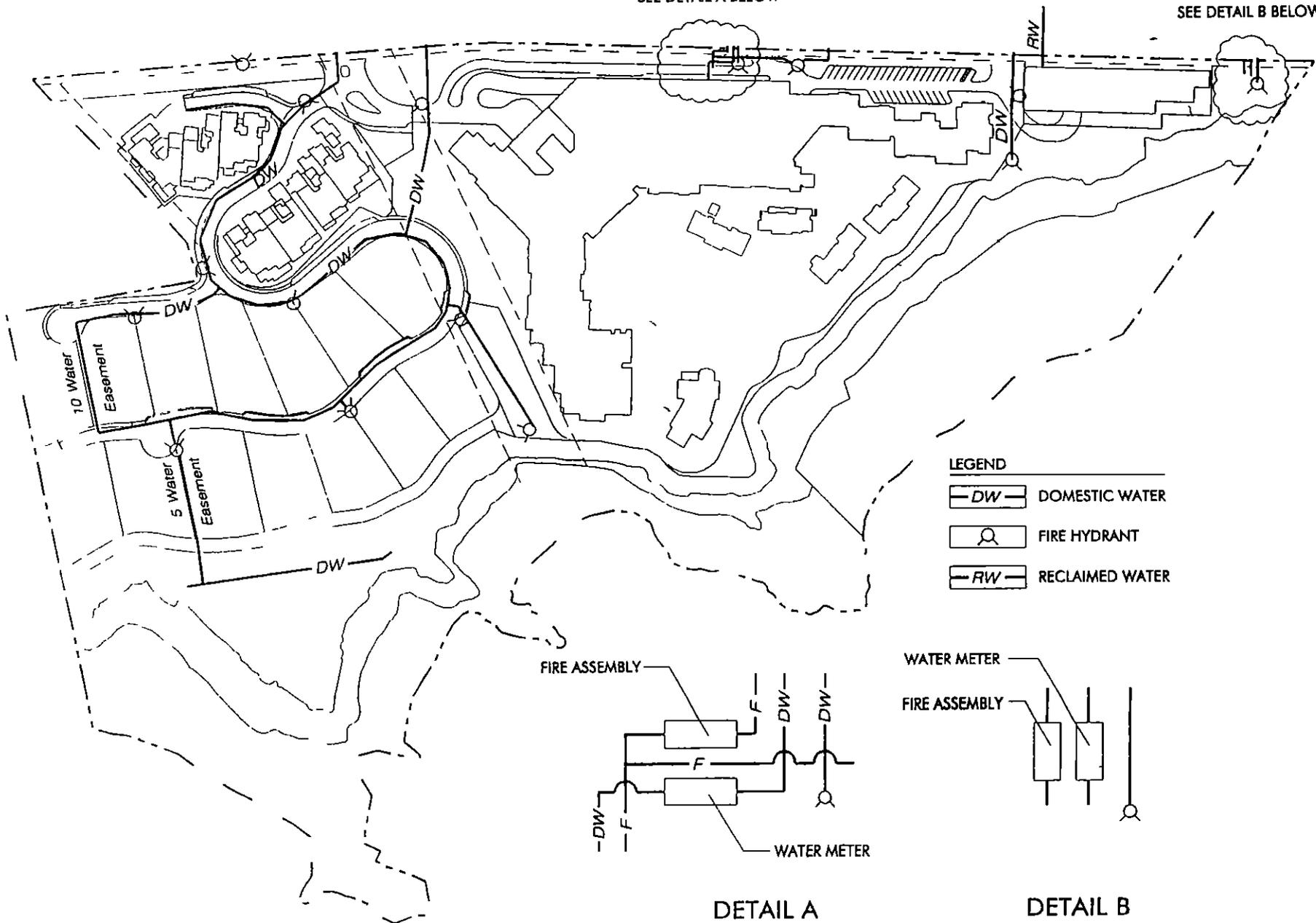
	SEWER
	MANHOLE
	NUISANCE WATER DIVERSION

Exhibit "A-4"
SEWER FACILITIES

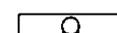
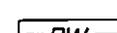
NOTE: The information shown on this map may change at any time. Depicted facilities are conceptual. For exact location and depiction of facilities, please refer to recorded documents/plans.

SEE DETAIL A BELOW

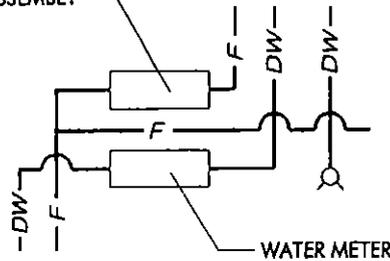
SEE DETAIL B BELOW



LEGEND

-  DOMESTIC WATER
-  FIRE HYDRANT
-  RECLAIMED WATER

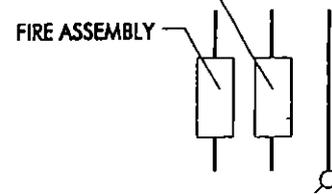
FIRE ASSEMBLY



DETAIL A

WATER METER

FIRE ASSEMBLY



DETAIL B

NOTE: The information on this map may change at any time. Depicted facilities are conceptual. For exact location and depiction of facilities, please refer to recorded documents/plans.

Exhibit "A-5"
WATER FACILITIES

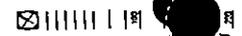


EXHIBIT 'B'

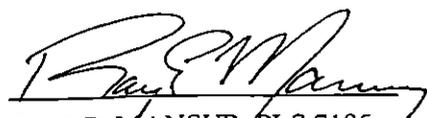
TRACT NO 15497 RESORT

LOT 17 AND LOT A OF TRACT NO 15497 IN THE CITY OF LAGUNA BEACH COUNTY OF ORANGE STATE OF CALIFORNIA AS PER MAP FILED APRIL 5 2002 IN BOOK 827 PAGES 16 THROUGH 26 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

CONTAINING 8 861 ACRES MORE OR LESS

SUBJECT TO COVENANTS CONDITIONS RESTRICTIONS RESERVATIONS EASEMENTS AND RIGHTS OF WAY OF RECORD IF ANY

PREPARED BY THE KEITH COMPANIES INC
UNDER THE SUPERVISION OF


RAY E MANSUR PLS 7185
LICENSE EXPIRES 12/31/03

December 9 2002
J N 13473 00 024



Parcel 2 of
LLA 02-12

TRACT 15497
RESIDENTIAL
±4 876 AC

Parcel 3 of
LLA 02-12

Parcel 1 of
LLA 02-12

COAST
HIGHWAY

SCALE 1" = 120'

Parcel 1
LLA 02-13

Parcel 2
LLA 02-13
H

Parcel 3
LLA 02-13

TRACT 15497



EXHIBIT 'C'

Tract 15497 Residential

The Keith Companies



2955 Red Hill Avenue Costa Mesa CA 92626 (714) 540-01

EXHIBIT 'D'

TRACT NO 15497 RESIDENTIAL COMMON AREAS

LOTS D G AND M OF TRACT NO 15497 IN THE CITY OF LAGUNA BEACH COUNTY OF ORANGE STATE OF CALIFORNIA AS PER MAP FILED APRIL 5 2002 IN BOOK 827 PAGES 16 THROUGH 26 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TOGETHER WITH PARCEL 3 OF LOT LINE ADJUSTMENT 02-12 PER DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO 2002001125723 OFFICIAL RECORDS OF SAID COUNTY

TOGETHER WITH PARCEL 3 OF LOT LINE ADJUSTMENT 02-13 PER DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO 2002001125724 OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 1.239 ACRES MORE OR LESS

SUBJECT TO COVENANTS CONDITIONS RESTRICTIONS RESERVATIONS EASEMENTS AND RIGHTS OF WAY OF RECORD IF ANY

PREPARED BY THE KEITH COMPANIES INC
UNDER THE SUPERVISION OF


RAY E MANSUR PLS 7185
LICENSE EXPIRES 12/31/03



December 9 2002
JN 13473 00 024

SCALE 1" = 120'

TRACT 15497
RESIDENTIAL
COMMON AREAS
±1 239 AC

COAST
HIGHWAY

Parcel 2 of
LLA 02-12

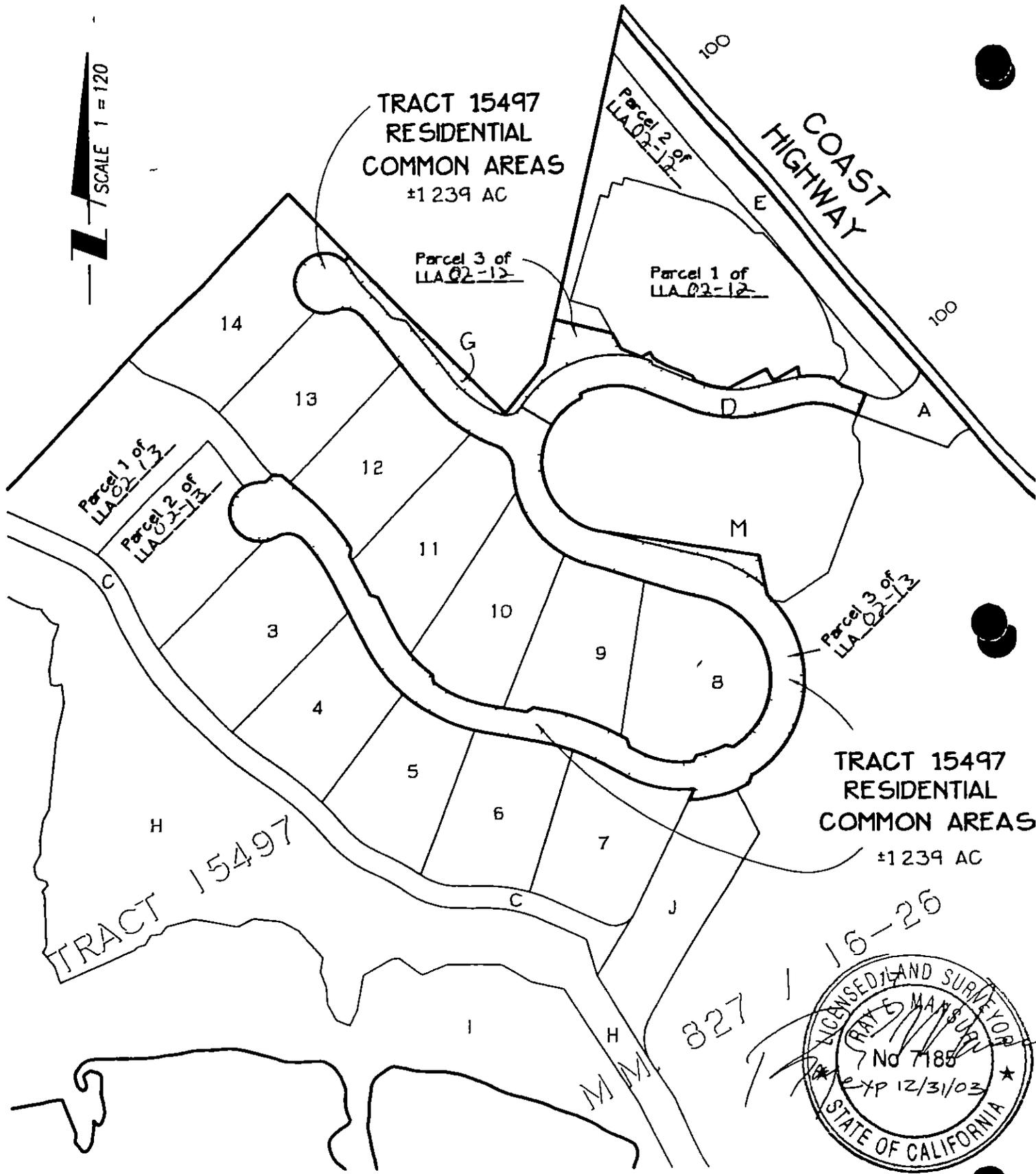
Parcel 3 of
LLA 02-12

Parcel 1 of
LLA 02-12

Parcel 1 of
LLA 02-13

Parcel 2 of
LLA 02-13

Parcel 3 of
LLA 02-13



TRACT 15497
RESIDENTIAL
COMMON AREAS
±1 239 AC



EXHIBIT 'D'

Tract 15497 Residential Common Areas

The Keith Companies **TKC**

2955 Red Hill Avenue Costa Mesa CA 92626 (714) 540-0

EXHIBIT 'E'

TRACT NO 15497 VILLAS

LOT 16 OF TRACT NO 15497 IN THE CITY OF LAGUNA BEACH COUNTY OF ORANGE STATE OF CALIFORNIA AS PER MAP FILED APRIL 5 2002 IN BOOK 827 PAGES 16 THROUGH 26 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TOGETHER WITH PARCEL 1 OF LOT LINE ADJUSTMENT 02-12 PER DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO 2002001125723 OFFICIAL RECORDS OF THE SAID COUNTY

CONTAINING 1.493 ACRES MORE OR LESS

SUBJECT TO COVENANTS CONDITIONS RESTRICTIONS RESERVATIONS EASEMENTS AND RIGHTS OF WAY OF RECORD IF ANY

PREPARED BY THE KEITH COMPANIES INC
UNDER THE SUPERVISION OF


RAY E MANSUR PLS 7185
LICENSE EXPIRES 12/31/03



December 9 2002
JN 13473 00 024

Parcel 2 of
LLA 02-12



Parcel 3 of
LLA 02-12

Parcel 1 of
LLA 02-12

± 0.661 AC

100
COAST HIGHWAY
100

G

D

F

A

11

16

± 0.832 AC

VILLAS

TRACT 15497

17



10 Parcel 3 of
LLA 02-13

M

MM 827 / 16-26

9

8

EXHIBIT 'E'

Tract 15497 Villas

The Keith Companies



2955 Red Hill Avenue Costa Mesa CA 92626 (714) 540-08

EXHIBIT 'F'

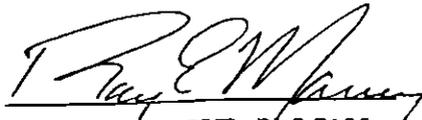
TRACT NO 15497

LOTS H AND I OF TRACT NO 15497 IN THE CITY OF LAGUNA BEACH COUNTY OF ORANGE STATE OF CALIFORNIA AS PER MAP FILED APRIL 5 2002 IN BOOK 827 PAGES 16 THROUGH 26 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

CONTAINING 10 325 ACRES MORE OR LESS

SUBJECT TO COVENANTS CONDITIONS RESTRICTIONS RESERVATIONS EASEMENTS AND RIGHTS-OF WAY OF RECORD IF ANY

PREPARED BY THE KEITH COMPANIES INC
UNDER THE SUPERVISION OF


RAY E MANSUR PLS 7185
LICENSE EXPIRES 12/31/03



December 9 2002
J N 13473 00 024

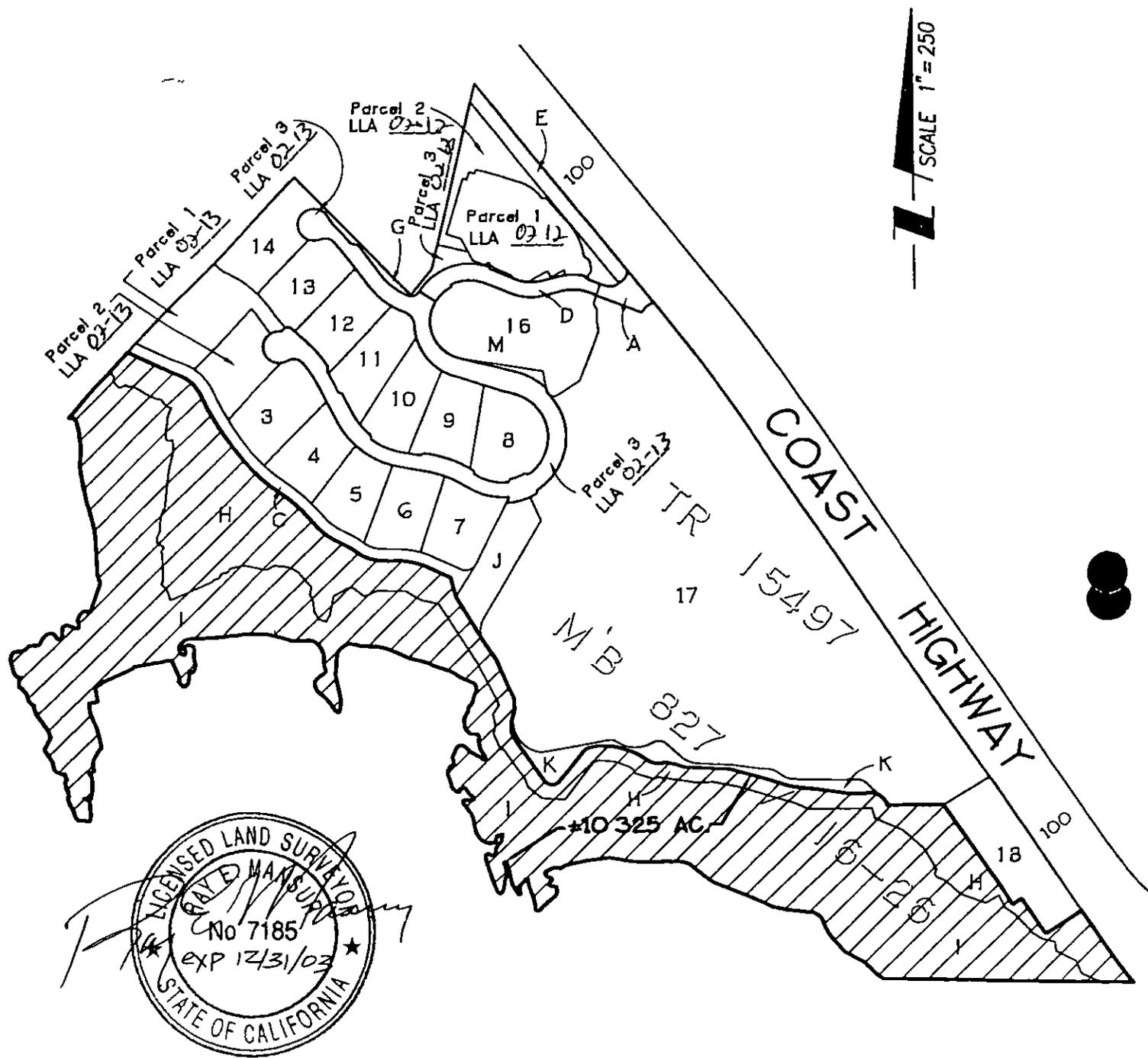


EXHIBIT 'F'
Tract 15497 City Lots

The Keith Companies



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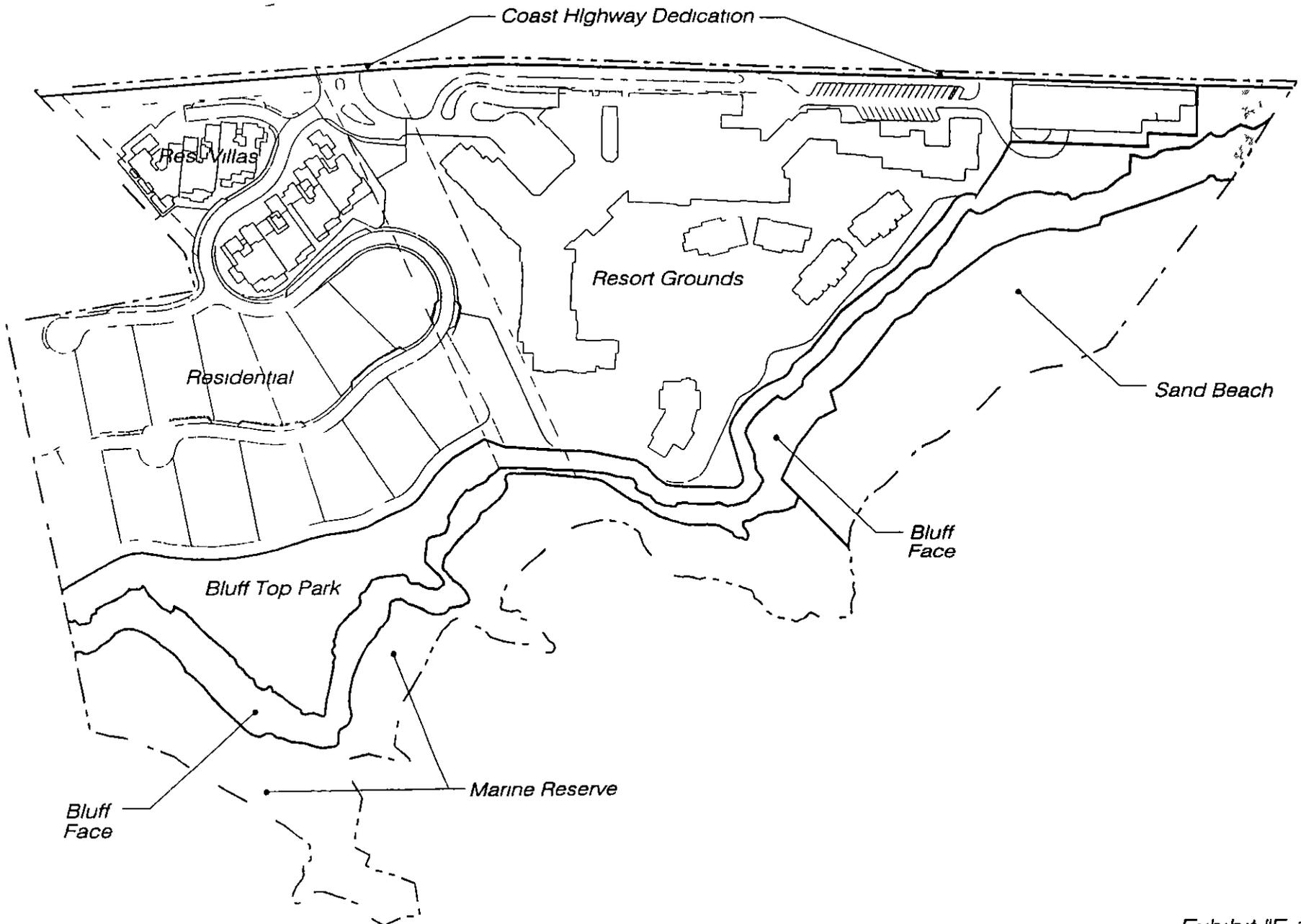
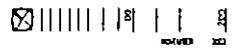


Exhibit "F-1"
FEE DEDICATED
CITY-OWNED AREAS



NOTE: The information shown on this map may change at any time. Dedicated facilities are conceptual. For exact location and depiction of facilities, please refer to recorded documents/plans.

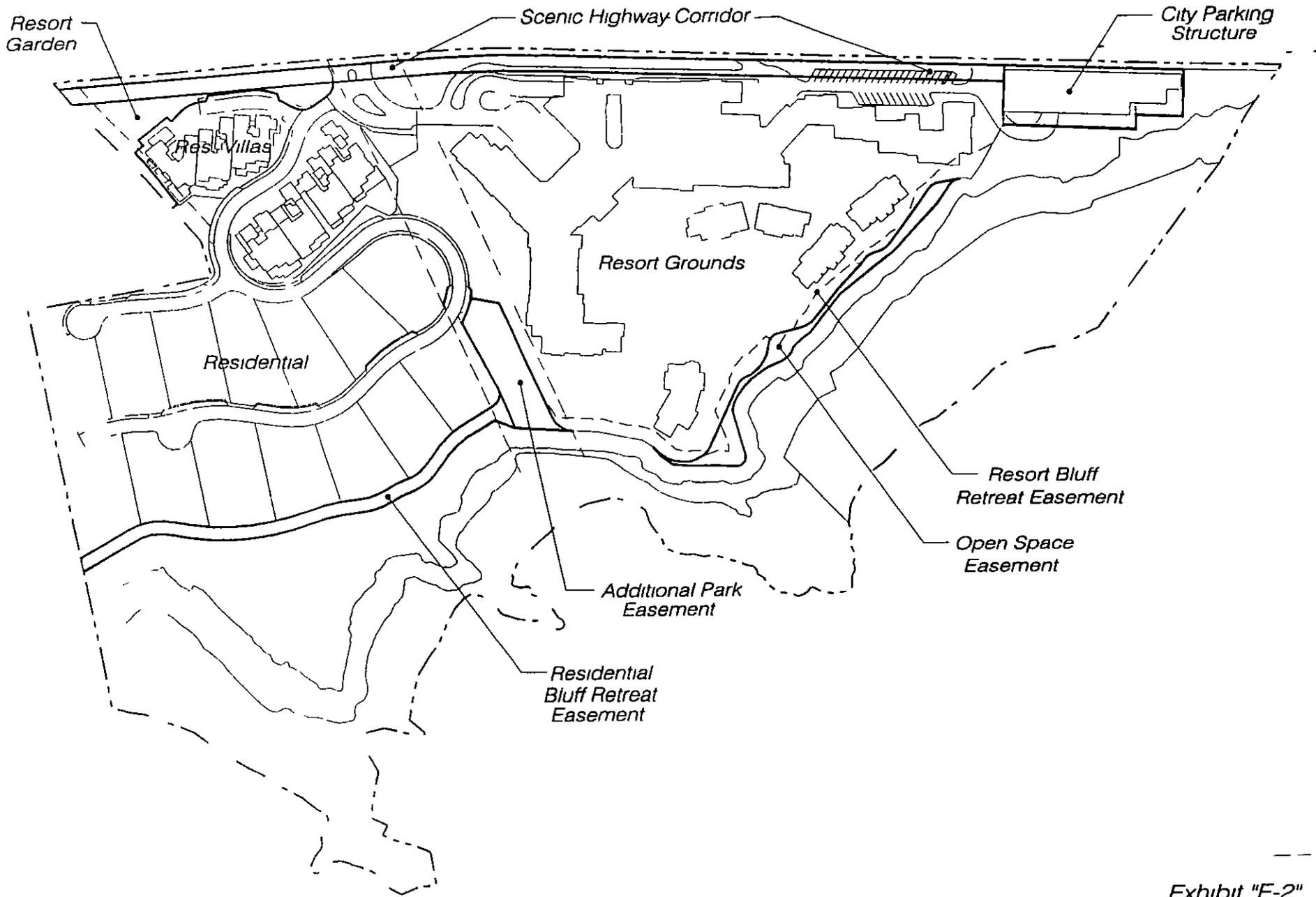


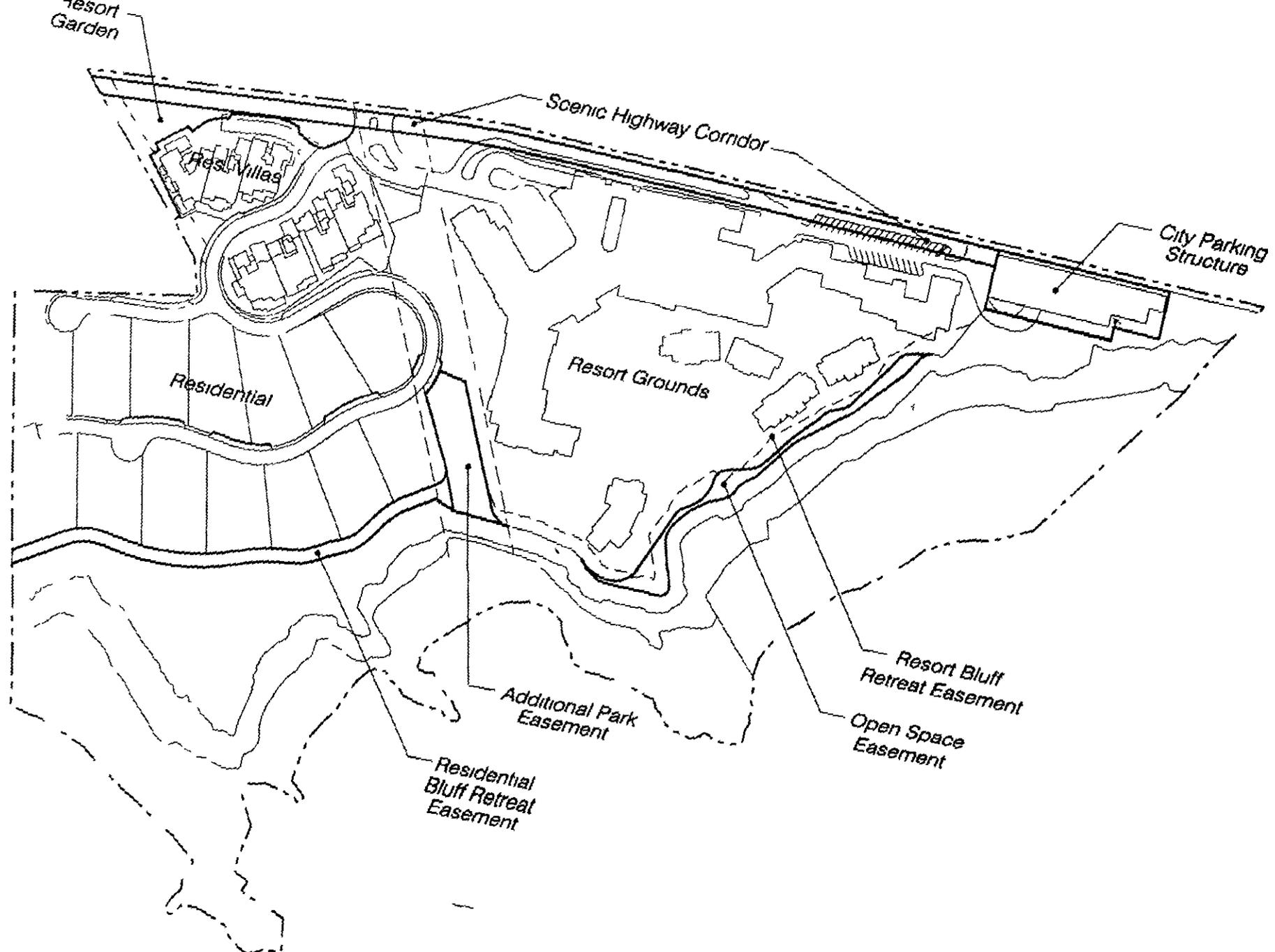
Exhibit "F-2"
EASEMENT DEDICATED
CITY-OWNED AREAS



NOTE: Information on this map may change at any time. Depicted facilities are conceptual. For exact location and depiction of facilities, please refer to recorded documents/plans.

EXHIBIT G

RESIDENTIAL DESIGN GUIDELINES
AND MAINTENANCE REQUIREMENTS



NOTE: The information on this map may change at any time. Depicted facilities are conceptual. For exact location and depiction of facilities, please refer to recorded documents/plans.