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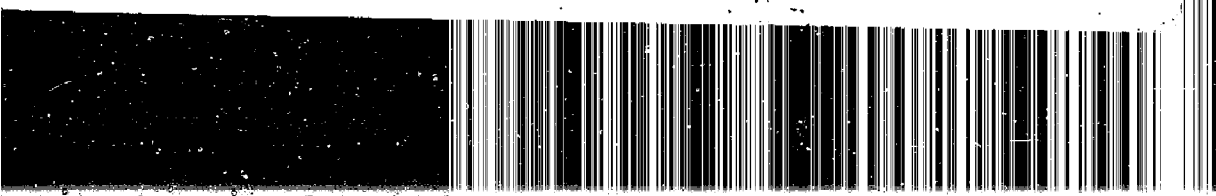
*William J. Poma*  
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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAS BRISAS MASTER ASSOCIATION

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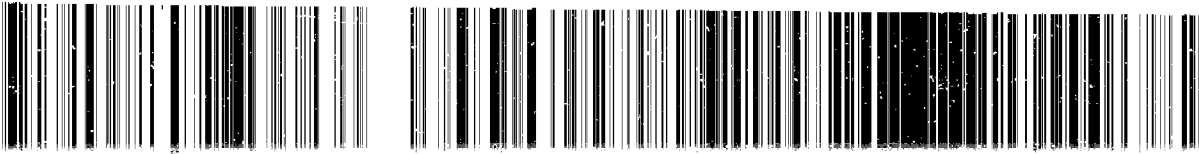
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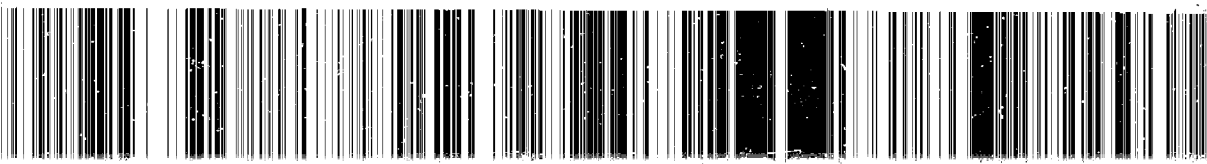
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Palm Springs, California 92262

MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAS BRISAS MASTER ASSOCIATION

THIS DECLARATION is made this 26 day of July, 1984,  
by LAS BRISAS ASSOCIATES, a joint venture, Composed of Watt Industries/  
Palm Springs, Inc., a California corporation and Gibraltar Management of  
Properties Inc., a California corporation, hereinafter referred to as  
"Declarant."

R E C I T A L S

A. Declarant is the owner of 71.95 acres of real property located in Riverside County, California. Declarant intends to develop said real property into a planned development complex consisting, when fully developed, of 164 single family residences ("Las Brisas Casas"), 192 condominium units ("Las Brisas Villas") and 60 timeshare apartments ("Las Brisas Resort Timeshare"). A separate homeowners association ("Sub-Association") will be formed to operate and maintain each component of ownership, i.e., Las Brisas Casas Homeowners Association will operate and maintain the single family residence component, Las Brisas Villas Homeowners Association will operate and maintain the condominium component and Las Brisas Resort Timeshare Owners Association will operate and maintain the timeshare component. Las Brisas Casas is intended to be developed in four (4) phases, with Phase 1 covering the real property described in Exhibit "A" attached hereto. Las Brisas Villas is also intended to be developed in four (4) phases, with Phase 1 covering the real property described in Exhibit "B" attached hereto. Las Brisas Resort Timeshare is intended to



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be developed in three (3) phases, with Phase 1 covering the real property described in Exhibit "C" attached hereto. As used herein, the term "Project" shall refer to and include all property and improvements contained within the first phase of each of the three (3) components of ownership as described above, together with any property and improvements subsequently annexed thereto, the Covered Property and Declarant's Property, as herein defined.

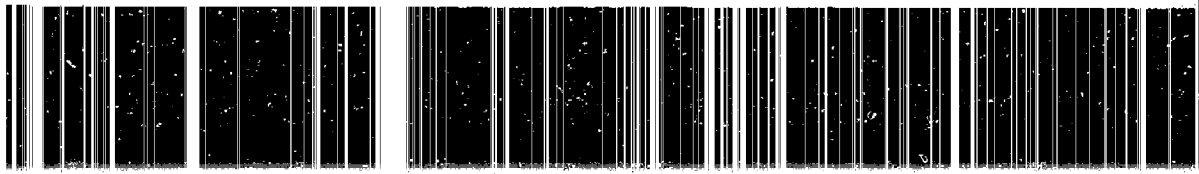
B. By this document, Declarant intends to create a master association ("Las Brisas Master Association") to own, operate and maintain (1) the main driveway through the Project and all improvements thereon including, without limitation, two (2) entryway security gates ("Main Drive") and (2) masonry walls, landscape buffer areas and related improvements to be located on portions of the perimeter of the Project ("Landscape Buffer").

C. The Main Drive and Landscape Buffer will be developed in phases and annexed to the Project as the development of Las Brisas Casas, Las Brisas Villas and Las Brisas Resort Timeshare occurs. That portion of each area that will be initially covered by this Declaration is described in Exhibit "D" attached hereto.

D. As used herein, the term "Covered Property" shall mean and refer to the Main Drive and Landscape Buffer, as annexed from time to time. The initial "Covered Property" shall be those portions of the Project described in Exhibit "D" attached hereto.

E. Declarant will retain ownership of three separate parcels of property contained within the Project, i.e., the Tennis Club Property, the Administration Building Property and the Future Development Area (collectively "Declarant's Property"). Declarant will also retain ownership of certain property, the Las Brisas Associates Property (the "LBA Property") which Declarant intends to annex to the Project at a future date, but which is currently unannexed. As portions of the LBA Property are annexed from time to time to the Project, those portions which remain unannexed shall constitute the LBA Property. The Declarant's Property is described in Exhibit "E" attached hereto, and the LBA Property is described on Exhibit "F" attached hereto and each such property shall be subject to the provisions of Article VII hereof.

F. The covenants, conditions and restrictions contained herein are imposed in order to provide for the ownership, operation and maintenance of the Covered Property, and to enhance and protect the value, desirability and attractiveness of the Covered Property and the Project. In furtherance of these objectives, Las Brisas Master Association, a California nonprofit mutual benefit corporation, has been incorporated and will own, manage, maintain and administer the Covered Property, and will administer and enforce this Master Declaration, the Articles and Bylaws of the Master Association, and perform such other acts as may benefit the Covered Property.



NOW, THEREFORE, Declarant covenants and agrees that the Covered Property and the Project, including any improvements added to or constructed on or about the Covered Property or the Project in the future, shall be held, conveyed, assigned, hypothecated, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, for the purpose of benefiting the Covered Property, the Project and all future owners thereof. All of the covenants, conditions and restrictions set forth herein shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to the Covered Property or the Project, including, without limitation, all Members and Sub-Associations and any and all owners of Declarant's Property.

I.

DEFINITIONS

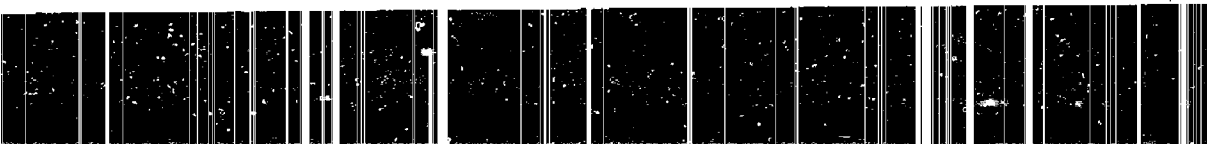
The following terms used in this Master Declaration are defined as follows:

Section 1. Articles. The term "Articles" shall mean and refer to the Articles of Incorporation of the Association, which are or shall be filed in the Office of the Secretary of State of California, as amended from time to time.

Section 2. Assessments. The following definitions shall apply to the assessments described below:

- (a) Regular Assessment shall mean a charge against each Sub-Association and each Owner of Declarant's Property to the Master Association for Common Expenses as provided by the terms of this Master Declaration.
- (b) Special Assessment shall mean a charge against each Sub-Association and each Owner of Declarant's Property, representing a portion of the cost to the Master Association for installation or construction of any capital improvements on any portion of the Covered Property which the Master Association may authorize pursuant to the provisions of this Master Declaration.
- (c) Reconstruction Assessment shall mean a charge against each Sub-Association and each Owner of Declarant's Property, representing a portion of the cost to the Master Association for reconstruction of any portion of the Covered Property pursuant to the provisions of this Master Declaration.

Section 3. Association. The term "Association" or "Master Association" shall mean and refer to LAS BRISAS MASTER ASSOCIA-



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TION, a California nonprofit mutual benefit corporation, its successors and assigns.

Section 4. Board of Directors. The term "Board of Directors" or "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 5. Bylaws. The term "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

Section 6. Common Expenses. The term "Common Expenses" shall mean and refer to the actual and estimated costs of:

- (a) maintenance, management, operation, repair and replacement of the Covered Property and the improvements thereon;
- (b) unpaid Special and Reconstruction Assessments to the extent that such Assessments are deemed to be uncollectable;
- (c) maintenance by the Association of areas within the public right-of-way or public streets in the vicinity of the Covered Property as provided in this Master Declaration or pursuant to agreements with the County;
- (d) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
- (e) fire, casualty, liability, worker's compensation and other insurance covering the Covered Property and the Association;
- (f) any other insurance obtained by the Association;
- (g) reasonable reserves as deemed appropriate by the Board;
- (h) bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;
- (i) any taxes payable by the Association;
- (j) amounts payable by the Association for discharge of any lien or encumbrance levied against the Covered Property or portions thereof;



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(k) incurred by any committees of the Association; and

(l) such other costs or expenses incurred by the Association in connection with the Covered Property, this Master Declaration, the Articles or Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Master Declaration.

Section 7. County. The term "County" shall mean and refer to Riverside County, California.

Section 8. Covered Property. The term "Covered Property" shall mean and refer to those portions of the Project described as such in recital paragraph D. hereof.

Section 9. Declarant/Grantor. The terms "Declarant" or "Grantor" shall mean and refer to Las Brisas Associates, a joint venture, by recorded instrument, its successors and assigns.

Section 10. Declarant's Property. The term "Declarant's Property" shall mean and refer to the three (3) parcels of property in the Project that Declarant will retain ownership of, as described in Article VII hereof, and the term "Owner of Declarant's Property" shall refer to any Owner of any of said three (3) parcels.

Section 11. Governing Documents. The term "Governing Documents" shall, with reference to each Sub-Association and the Master Association, mean the Articles of Incorporation, Bylaws and recorded Declaration of Covenants, Conditions and Restrictions for such Association.

Section 12. Declaration. The term "Declaration" or "Master Declaration" shall mean this Declaration, i.e., this document, as amended from time to time.

Section 13. Improvements. The term "Improvements" shall include all improvements constructed within or on the Covered Property or the Project, of every type and kind.

Section 14. LBA Property. The term "LBA Property" shall mean and refer to that property contained within the subject 71.95 acres, as described in Recital paragraph "E" and Article VII hereof, which is not annexed to the Project or any Sub-Association thereof, but which Declarant contemplates will be annexed to the Project from time to time. Those portions of the LBA Property which remain unannexed shall constitute the LBA Property.

Section 15. Member. The term "Member" shall mean and refer to each person and/or entity, including Declarant, entitled to membership in the Master Association. Each and every Member of a Sub-Association shall be a Member of the Master Association.

**Section 16. Owner.** The term "Owner" shall mean and refer to one or more persons or entities holding fee title or an equitable ownership interest in any Unit, whether condominium, single family residence or timeshare apartment, within the Project, including Declarant and also including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 17. Phase.** With respect to each of the Sub-Associations, the term "Phase" shall mean and refer to any property containing Units which may be part of or annexed to a Sub-Association pursuant to the recorded Declaration of Restrictions for such Sub-Association. With respect to this Master Association, the term "Phase" shall mean and refer to any property containing the Main Drive or Landscape Buffer, which may be part of or annexed to this Master Association pursuant to this Declaration.

**Section 18. Project.** The term "Project" shall mean and refer to all property and improvements contained within the first Phase of each of the three (3) components of ownership, as more specifically described in Recital Paragraph A., together with any property and Improvements subsequently annexed thereto, the Covered Property and Declarant's Property, as described herein.

**Section 19. Public Report.** The term "Public Report" shall mean and refer to a Final Subdivision Public Report issued by the California Department of Real Estate pursuant to the California Subdivided Lands Act.

**Section 20. Sub-Association.** The term "Sub-Association" shall mean and refer to any of the three (3) owners associations described in Recital Paragraph A., i.e., Las Brisas Villas Homeowners Association, Las Brisas Casas Homeowners Association, or Las Brisas Resort Timeshare Owners Association, or any other Sub-Association created in the LBA Property.

**Section 21. Supplemental Declaration.** The term "Supplemental Declaration" or "Supplemental Declaration of Annexation" shall mean and refer to a declaration or similar instrument, annexing additional property, or extending the plan of this Master Declaration to such additional property as provided in the Article of this Master Declaration entitled "INTEGRATED NATURE OF THE COVERED PROPERTY."

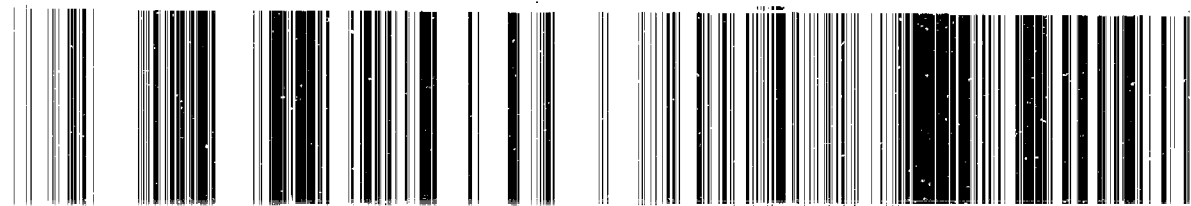
**Section 22. Unit.** The term "Unit" shall mean and refer to any type of unit, whether condominium, single family residence, or timeshare apartment, as the term is defined in the Governing Documents of each Sub-Association.

## II.

TRANSFER OF INTEREST TO OWNERS AND THE ASSOCIATION

Section 1. Acquisition of title to a Unit shall also include the right to use and enjoy the Covered Property for the purpose intended. Each conveyance of a Unit by Declarant to an Owner shall also convey such right to use and enjoy even though the conveyance document may omit reference to the interest in the Covered Property.

Section 2. That portion of the Main Drive and Landscape Buffer that will be initially covered by this Declaration, as described in Exhibit "D", shall be owned in fee by the Association, and shall be conveyed and transferred by Declarant to the Association prior to or coincident with the first transfer or conveyance of any Unit in any Phase of the Project.



III.

RIGHTS OF ENJOYMENT

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Section 1. Members Right of Enjoyment. Every Member of the Association shall have a nonexclusive easement for use and enjoyment of the Covered Property, which shall be appurtenant to and pass with title to each Unit, subject to all of the easements, covenants, conditions, restrictions and other provisions contained in this Master Declaration, and the powers and duties of the Association, acting through the Board as provided herein.

Section 2. Delegation of Use. Any Member may delegate his right to use and enjoyment of the Covered Property to the members of his family, his guests or tenants who reside in his Unit, subject to rules and regulations adopted by the Board.

Section 3. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Sub-Association in which his Unit is located, or release his Unit from the liens, charges and other provisions of the Sub-Association Governing Documents or rules, by waiver of the use and enjoyment of the Covered Property or the abandonment of his Unit.

IV.

USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Covered Property is subject to the following:

Section 1. Commercial Use. Subject to the Article hereof entitled "EASEMENTS", the Association shall have the right to provide or authorize such business, manufacturing, mercantile, storing, vending, or other commercial services on the Covered Property as it deems appropriate for the enjoyment of the Covered Property or for the benefit of the Members or the Project.

Section 2. No Obstruction of Covered Property. There shall be no obstruction of the Covered Property nor shall anything be stored in or on the Covered Property without the prior written consent of the Board, except as provided in Section 5 of this Article. Nothing shall be altered or constructed in or upon or removed from the Covered Property, except upon the prior written consent of the Board.

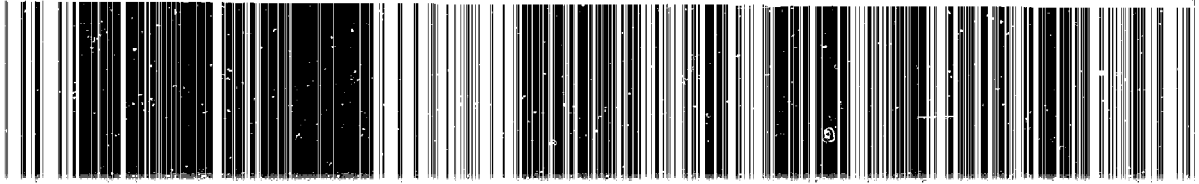
Section 3. Animals. No insects or animals of any kind shall be raised, bred or kept on the Covered Property. Animals belonging to Owners or their licensees, tenants or invitees on or within the Covered Property must be kept on a leash or bridle being held by a person capable of controlling the animal, and the Board may prohibit the presence of any animal on the Covered Property which constitutes, in the opinion of the Board, a nuisance to other Owners within the Project. Owners shall be liable to the Association and to the other Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Covered Property by such Owner or by members of his family, his tenants or guests. It shall be the duty and responsibility of each Owner to clean up after his animals.

Section 4. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any portion of the Covered Property, except and unless trash bins are maintained by the Association and located in designated areas on the Covered Property, in which event all Owners shall utilize said trash bins for the disposal of their trash, when appropriate.

Section 5. Vehicles. No automobile, motorcycle, trailer, motor home, truck, camper or boat shall be stored, constructed or repaired anywhere on the Covered Property. No inoperative vehicle shall be stored or allowed to remain on the Covered Property. Parking shall be permitted consistent with the rules of the Association and applicable laws, codes and/or ordinances.

Section 6. Rules of Association. Each Owner of a Unit shall comply with the provisions of this Master Declaration, the By-laws, decisions, rules and regulations of the Association or its duly authorized representatives which may from time to time be

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promulgated. The Association reserves the right to promulgate and publish rules governing the use, operation and maintenance of the Covered Property and any Improvements thereon. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, for injunctive relief, or for any other remedy permitted by law or by the terms of this Declaration.

Section 7. Conduct in or on Covered Property. No area within or portion of the Covered Property shall be occupied or used for any purpose or in any manner which shall cause the Covered Property or any portion thereof to be uninsurable against loss by fire or the perils of the extended coverage endorsement of the California Standard Fire Policy form, or cause any policy of insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof. The Covered Property shall not be used in such a manner as to obstruct or interfere with the enjoyment of other Members or Owners of other Units or annoy them by unreasonable noises or otherwise, nor shall any nuisance be committed or permitted to occur in or upon the Covered Property.



MEMBERSHIP AND VOTING RIGHTS

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Section 1. Membership. Every Member, non-Declarant and Declarant, of a Sub-Association shall automatically be a Member of the Master Association, and shall remain a Member thereof until his membership in the Sub-Association ceases for any reason, at which time his membership in the Master Association shall automatically cease. For each Member there shall be on file with the Master Association an address of record, if different from the Unit address within the Project, and a phone number in case of emergency, all of which shall be kept current by the Member. Each Sub-Association shall at all times provide such information to the Master Association. Membership in a Sub-Association shall be the sole qualification for membership in the Master Association; provided, however, that a Member's privileges to use the Covered Property may be regulated or suspended as provided in the Governing Documents or rules of the Master Association. All memberships shall be appurtenant to the Units owned within the Project.

Section 2. Transfer. The Association membership held by any Owner, including Declarant, shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of a Unit and then only to the transferee or mortgage holder of the Unit. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event an Owner fails or refuses to transfer the membership registered in his name to the transferee of such Unit, the Board may record the transfer upon the books of the Association.

Section 3. Association Voting. Association voting shall be in accordance with the following:

The Board of Directors of each Sub-Association shall select one of its Members to serve as Director on the Board of the Master Association as provided in the Bylaws. On any issue presented to the Board, each such Director shall be entitled to cast as a block a number of votes equal to the number of Units then under the jurisdiction of and subject to assessment by the Sub-Association which that Director represents ("Unit Votes"). For example, if the first phase of the Las Brisas Villas Homeowners Association contained 48 condominium units, the Director representing that Sub-Association would be entitled to cast 48 votes ("Unit Votes") at any meeting of the Directors of the Master Association. If the second phase of the Las Brisas Villas Homeowners Association was subsequently annexed and that phase contained an additional 48 condominium units, the Director representing that Sub-Association would then be entitled to cast 96 votes ("Unit Votes") at any meeting of the Directors of the Master Association.

**Section 4. Voting on Actions Requiring a Vote by Members.**  
Any proposed action by the Master Association which, pursuant to Article VIII, Section 5 hereof, requires a vote by Members, shall not be taken until approved in accordance with the following:

- (a) Prior to meeting to vote on any such action, the Board of the Master Association shall send to the Board of Directors of each Sub-Association a written notice specifying the nature of the proposed action and the scheduled date of the meeting of the Board of the Master Association at which the proposed action will be voted upon. Said notice shall be sent not less than sixty (60) nor more than ninety (90) days in advance of the scheduled meeting.
- (b) Upon receipt of such notice, the Board of Directors of each Sub-Association shall schedule and conduct a special meeting of its Members (and its Board of Directors if required based upon the proposed action) to consider and vote upon the proposed action. The decision of each Sub-Association shall be determined by each Sub-Association following the requirements set forth in its own Governing Documents for approval of such action in the same manner as if such action were to be taken by or with respect to such Sub-Association. For example, if the proposed action is to amend the Articles of the Master Association and the Governing Documents of the Sub-Association provide that the Sub-Association's own Articles may be amended only by the vote or written assent of at least a bare majority of its Board of Directors and at least a bare majority of the voting power of the Sub-Association members (including at least a bare majority of votes of Members other than Declarant), then any proposal to amend the Articles of the Master Association shall have the same requirements for approval with respect to the decision of such Sub-Association. Similarly, if the proposed action is to increase Regular Assessments of the Master Association by more than twenty percent (20%) over Regular Assessments for the preceding year, and the Governing Documents of the Sub-Association provide that such action, if taken by the Sub-Association with respect to its own operations, shall not be approved without the vote or written assent of a majority of the total voting power of the Association, excluding the voting power of Declarant, then any proposal to so increase Regular Assessments of the Master Association shall have the same requirements for approval with respect to the decision of the Sub-Association.
- (c) Once a decision has been rendered by each Sub-Association in the manner provided above, the Sub-Association shall so notify its Director on the Board of the Master Association and that Director shall, at the meeting of



the Board of the Master Association scheduled to vote on the proposed action, cast as a block all Unit Votes of the Sub-Association he represents in accordance with the decision of such Sub-Association.

- (d) Except for amendments of the Articles, Bylaws or this Master Declaration, the proposed action shall be taken if favored by a majority of the total Unit Votes cast at the scheduled meeting of the Board of the Master Association, provided a quorum is present. The Articles, Bylaws and this Declaration may be amended only if the proposed amendment is favored by a majority of the total Unit Votes eligible to be cast by all three Directors.

Section 5. Voting on Actions Not Requiring a Vote by Members. Any action by the Master Association which requires only the approval of the Board; i.e., any action which does not, pursuant to this Declaration, the Articles or Bylaws, require a vote by Members, shall require for approval a majority of the total Unit Votes cast by Directors at any meeting of the Board of the Master Association at which a quorum is present. With respect to any such action, each Director may cast the Unit Votes of the Sub-Association he represents as he, in his sole discretion, chooses, without first obtaining the decision of the Sub-Association as provided in Section 4. above.

Section 6. Term of Directors. Directors shall serve concurrently for a term of one (1) year.

Section 7. Vesting of Voting Rights. Unit Votes which are attributable to specific Units shall not vest until such time as such Units are subject to assessments by the Sub-Association in which such Units are located. With respect to voting on actions requiring Members' approval, only Unit Votes which have vested prior to the meeting of Members described in Section 4. (b) above shall be voted by Directors of the Master Association at the Board meeting scheduled to vote upon such action.

## VI.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Covenant to Pay Assessments. Declarant, on behalf of itself and each Owner of Declarant's Property, and the Owner of the LBA Property, and on behalf of each Sub-Association within the Project, hereby covenants and agrees, and each Owner of any Unit, by acceptance of a conveyance therefor (whether or not it is expressed in such conveyance) is deemed to covenant and agree, that each Owner of Declarant's Property, the Owner of the LBA Property, and each Sub-Association shall pay to the Master Association: (1) Regular Assessments, (2) Special Assessments, and (3) Reconstruction Assessments, all such assessments to be established and collected as hereinafter provided. Each of these assessments, together with interest, costs and reasonable attorneys' fees, shall be the obligation of each Owner of Declarant's Property, the Owner of the LBA Property and each Sub-Association, and not the obligation of any Owner of any Unit, including Declarant; provided, however, that each Sub-Association shall collect its portion of all such assessments from its Members as part of the assessment process specified in the Governing Documents for the Sub-Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and all Owners of property in the Project and for the improvement, operation and maintenance of the Covered Property and the performance of the duties of the Association as set forth in the Governing Documents and rules for this Master Association.

Section 3. Regular Assessments. The amount and time of payment of Regular Assessments by each Owner of Declarant's Property, the Owner of the LBA Property, subject to the limitations specified in Article VII hereof, and each Sub-Association shall be determined by the Board, giving due consideration to the current maintenance costs and future needs of the Association. Within sixty (60) but not later than forty-five (45) days prior the beginning of each fiscal year, the Board shall estimate the total Common Expenses expected to be incurred for the upcoming fiscal year, and shall determine the amount of Regular Assessments to be paid by each Owner of Declarant's Property, the Owner of the LBA Property and by each Sub-Association, calculated in the manner provided in Section 6 of this Article. Written notice of the amount of the Regular Assessment for the year payable by each Owner of Declarant's Property, the Owner of the LBA Property and each Sub-Association shall be sent to each such Owner of Declarant's Property, the Owner of the LBA Property and to each Sub-Association, and each shall thereafter pay the Regular Assessment to the Master Association in monthly installments unless some other period for collection is established by the Board. In the event that the Board at any time determines that the estimate of the Regular Assessment for the current year is or will become inadequate to meet Common Expenses for any reason, it shall imme-

