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**SECOND AMENDED AND RESTATED DECLARATION
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**FOR MARRAKESH COMMUNITY ASSOCIATION
a California nonprofit mutual benefit corporation**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran and military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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EXHIBIT "B" Pertinent Historical Information

EXHIBIT "C" Original CC&Rs for the Fourteen Units

EXHIBIT "D" Common Area

EXHIBIT "E" Residential Lots

EXHIBIT "F" Maintenance Responsibility Chart

hold harmless the Association, and the other Owners from and against any claim or action brought by the Owner's Resident, Tenant, family member, guest, invitee, or licensee who is injured or whose property is damaged by contact with one or more golf balls originating from the golf course and/or Sprays.

- c. Similarly, each Non-Owner Member, by entering into a membership agreement or contract with Marrakesh Country Club, expressly acknowledges such risk of personal injury or property damage and assumes the risk of such personal injury or property damage and waives and agrees not to make any claim or sue the Association, or Owners, or their Residents, Tenants, family members, guest, invitee or licensee based on or arising from any personal injury or property damage caused by contact with one or more golf balls originating from the golf course, including any theory of recovery based on design defects, concealment of the risk, or negligence.

ARTICLE 4: THE ASSOCIATION

4.1 Board of Directors. The management of the Association and all other acts of the Association will be through its Board unless provided otherwise in the Governing Documents.

4.2 Powers of a Nonprofit Corporation. The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of California, operating for the benefit of its Members. The Association is created for the purpose of managing the Development and is charged with the duties and granted the powers prescribed by law and set forth in the Governing Documents.

4.3 Incur and Pay Expenses. The Association shall have the power to incur and pay the operational expenses of the Association, which shall include but not be limited to, legal and accounting services; utilities; insurance; management services; vendor services, such as security, landscaping, garbage collection, pest control, street sweeping, swimming pool maintenance, cleaning, painting, and other such services; maintenance, repair, reconstruction, and replacement of all or any portion of the Marrakesh Country Club Property, Common Areas or the personal property acquired by the Association; supplies and materials; and such other services for the use, enjoyment and protection of the Development and its Residents as the Board may determine are reasonable, proper, or desirable. The Board must establish a signature authorization policy for approving expenses and signing checks, contracts or other documents.

4.4 Marrakesh Country Club Property. The Association, by and through its Board, shall have all rights granted thereby, of the management, operation, maintenance, repair and replacement of Marrakesh Country Club Property, as well as any other obligations and responsibilities identified in the MCC Management Agreement, MCC Bylaws and other governing documents, for any personal property, improvements,

fixtures, trade fixtures, real property, and any other property owned, leased or used by Marrakesh Country Club. This includes, but is not limited to, the following:

- a. All management responsibilities related to the Marrakesh Country Club Property pursuant to the MCC Management Agreement.
- b. As set forth in Article 14, Section 14.7 of these CC&Rs, the Board has all powers granted to it under the Governing Documents and the MCC Bylaws and other governing documents to impose and collect Marrakesh Country Club dues, assessments, fees and charges from the members of Marrakesh Country Club, and to enforce violations of Marrakesh Country Club's governing documents.

4.5 Taxes and Assessments. The Association shall pay all real property taxes and assessments levied upon any portion of the Common Area not assessed to the Owners for their Lots. The Association shall be responsible for payment of taxes on furnishings and recreational equipment belonging to the Association collectively, and real property taxes and general or special assessments constituting a lien upon the Common Area, but not including taxes and Assessments levied separately against the fractional interest in the Common Area belonging to each of the Owners.

4.6 Rules and Regulations. The Board may adopt, amend, and repeal Rules including, but not limited to: (i) the use, occupancy, and maintenance of the Development; (ii) the general health, welfare, peace, comfort, safety and security of Residents in the Development; and (iii) the interpretation and implementation of the Governing Documents.

4.7 Foreclose, Hold Title and Make Conveyances. The Association is authorized to lien and foreclose upon any Lot for non-payment of Assessments, to take title to Lots, to assume or otherwise pay off encumbrances, and to acquire, hold title to, lease and convey, with or without consideration, real and personal property and interests.

4.8 Commercial Concessions. The Board may negotiate contracts and grant commercial concessions over portions of the Common Area and for the Marrakesh Country Club Property.

4.9 Utility and Cable Easements. The Association has easements to enter onto Lots as is necessary or prudent to: (i) install, maintain, repair, and replace Utility Lines serving the Common Area, Marrakesh Country Club Property or other similar systems; provided that any damage to a Owner's Lot will be repaired at the Association's expense and in a timely fashion to original building construction standards.

4.10 Granting Utility and Other Easements. The Board may grant and convey easements and rights of way for utilities such as wires, conduits, piping, plumbing, water lines, telephone lines, power lines, cable, storm drains, sewer lines, gas lines, and the like. The Board may, with Membership Approval, grant and convey easements, rights of way, parcels or strips of land in, on, over or under any private street, or Common Area for the

purpose of constructing, operating, maintaining, repairing, or replacing roads, streets, walkways, parkways and park areas.

4.11 Granting Exclusive Use Easements Over Common Area. Granting an easement for exclusive use of any portion of the Common Areas so long as the Owner assumes maintenance, repair, and replacement responsibility for such areas. By approval and recording of these CC&Rs, any Owner who has received exclusive use of any Common Area prior to these CC&RS shall be responsible for the maintenance, repair, and replacement of such area as provided under Article 6. Except for granting exclusive use of the Common Area to extend patios to the side (which was approved by the Members in 2011), if granting exclusive use of the Common Area requires approval of the Owners pursuant to Civil Code §4600, then the Board may not grant an Owner exclusive use of the Common Area without the approval of Owners representing a majority of the Lots within the Development. If any of the exceptions to the Owner approval requirement set forth in Civil Code §4600(b) apply to a grant of exclusive use of the Common Area, approval of the Owners is not required.

4.12 Borrow Money. The Association may open bank accounts, and borrow and repay monies, as needed in connection with the discharge of its duties, and pledge or assign Assessment rights, as security for the repayment of such borrowed money. However, the aggregate total of all loans made by the Association in a given fiscal year may not exceed ten percent (10%) of the budgeted gross expenses for the same fiscal year, without Membership Approval.

4.13 Represent Association in Litigation. On behalf of the Association, the Board may institute, defend, settle, or intervene in litigation, arbitration, mediation, administrative proceedings, or any other legal proceeding in any capacity necessary to represent the interests of the Association.

4.14 Receive Property. The Association may acquire, real and personal property by will, gift, bequest or any other legal transfer. Any funds or property so received must be used consistently with the purposes for which the Association was formed.

4.15 Dispose of Property. The Association may not lease, encumber, convey, or otherwise dispose of real and personal property that has a fair market value in an amount equivalent to ten percent (10%) or more of the Association's budgeted gross expenses for the fiscal year unless Membership Approval has been obtained. Notwithstanding the foregoing, the Board may lease, encumber, convey or otherwise dispose of Lots that have been acquired through foreclosure due to delinquent Assessments.

4.16 Capital Improvements. The following applies to Common Area Capital Improvements:

- a. *Defined.* "Capital Improvement" means any substantial discretionary addition to the Common Areas or significant alterations to the appearance of the Development. A Capital Improvement does not

include upgrades to Common Area materials or components which are provided for in the Reserves, upgrading from a component or material no longer manufactured, necessary or prudent to comply with building or safety codes, complying with applicable or changes in law, or to prevent property damage or personal injury, or to reduce operating or maintenance costs for the Common Areas.

- b. *10% Limitation.* Capital Improvements may not be made to the Common Areas in the aggregate in any fiscal year in excess of ten percent (10%) of the Association's budgeted gross expenses for that year, without Membership Approval.
- c. *Obsolescence.* In the event the Board determines that any Common Area amenity is obsolete and the cost to remove the amenity is more than 10% of the Budget, the Board may call for a vote of the Owners to determine whether the amenity should be removed. Any such removal will require Membership Approval.

4.17 Resale Office; Business Operations. Notwithstanding anything contained within these CC&Rs to the contrary, a resale office shall be allowed to be maintained on the Development for the purpose of sale and rental of Lots/Residences located within the Development. Additionally, any prohibition of business and commercial uses within these CC&Rs shall not apply to the operation and intended usage of the Resale Office or of Marrakesh Country Club businesses, such as the pro shop, restaurant, lounge, bar, etc.

4.18 Vendor Contracts. The Association has the authority to negotiate and enter into contracts necessary to fulfill its duties. This includes services of any personnel that the Board determines are necessary or proper for the operation, maintenance, management and improvement of the Development.

4.19 Gate Control Services. The Association shall have the authority to provide for gate control service, access and ingress services, and/or patrol services for the benefit of the Development.

4.20 Delegation to Manager. The Board may delegate its duties, powers, or functions to any qualified person or management company to act as Manager, except (i) attending Board meetings and voting on motions; (ii) electing officers; (iii) filling vacancies on the Board; (iv) appointment executive committees; and (v) approving settlement agreements. Notwithstanding any delegation of duties, however, the Manager shall act at the direction and supervision of the Board.

4.21 Nonprofit Character of Association. The Association may not engage in any activity which may jeopardize the nonprofit character of the Association.

4.22 Discharge of Liens. The Association may discharge any lien against the Common Area and assess the cost thereof to the Owner or Owners responsible for the existence of the lien. Prior to any Board decision to discharge a lien, the Owner or

Owners responsible for the existence of the lien will be given written notice and an opportunity for a hearing before the Board.

ARTICLE 5: ARCHITECTURAL PROVISIONS

All Owners are bound by the provisions of this Article 5.

5.1 Architectural & Landscape Committee. The Board must appoint an Architectural & Landscape Committee – ALC. If the Board is unable to appoint one, the Board is deemed to be the ALC. The Board may determine the duties and authority of the ALC and may authorize it to approve, reject, modify, or give conditional approvals on applications.

- a. *Architect*. The Board may retain the services of an architect and one or more consultants to assist the ALC in its duties. Compensation for consultants' services shall be fixed by the Board. The cost of such consultants and any related expenses may be charged to those Owners submitting plans for Renovations. Any significant costs must be submitted to the Owner for approval before incurred by the Association.
- b. *Conflicts of Interest*. A Director or ALC member is not permitted to participate in the decision-making process of any architectural submittal made by that Director or ALC member or members of his or her family. Further, a Director or ALC member is not permitted to participate in the decision-making process of any other architectural submittal if the approval would result in a monetary benefit to the Director or ALC member or any company in which the Director or ALC member, or members of his or her family have a financial interest.

5.2 No Improvements or Alterations Without Approval. No Renovations which alter the exterior appearance of any Lot or its Improvements, interior remodel which impacts the structure of the Residence or adjoining Lot(s) or Common Area are permitted until plans and specifications have been submitted to and approved in writing by the ALC and any permits required by the City have been obtained.

- a. The ALC, before giving such approval may require that changes be made to comply with such requirements as the ALC may, in its absolute discretion and subject to the Architectural Rules and Guidelines and California law impose as to structural features of said building or other structure, the type of building material used or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished ground elevation.
- b. The ALC and or the Architectural Rules and Guidelines may also require that the exterior finish and color, and the architectural style or

character of such building or other structure maintains the architectural theme created originally by the developer John Dawson and architect John Elgin Woolf and is consistent with the general architectural style and character of such structures erected in the Development.

- c. The exterior surface of any building or other structure in the Development shall not be repainted or refinished in a color or manner differing from the previous painting or finishing of such building or other structure until the ALC shall have given its written approval for such repainting or refishing following the submission of an acceptable description of the work proposed to be done.
- d. No change shall be made in the landscaping of the Common Area until an acceptable description of the proposed change is presented to the ALC, and the ALC's written approval thereof obtained. Any such work which is unapproved, different from those approved by the ALC, or done without required permits, is automatically deemed disapproved and the Owner must promptly remove or correct the disapproved work to comply with the Architectural Rules and Guidelines, the ALC's approvals, and other requirements.

5.3 Architectural Changes Not Requiring Prior Approval. Nothing contained in these CC&Rs shall be construed to limit the right of an Owner to (1) paint or redecorate the interior of his/her Residence any color desired and make minor repairs to the exterior of the Residence; (2) improve or alter any improvements within the interior of the Residence, provided such improvement or alteration is in accordance with the Architectural Rules and Guidelines, and does not impair or alter or impact any adjoining Lot/Residence, the Common Area, any utilities, or other systems servicing the Common Area or other Lots/Residences; or (3) landscape within the enclosed atriums, courtyards or patios maintained by the Lot Owner provided it is consistent with Architectural Rules and Guidelines specific to landscaping adopted in compliance with the Architectural Rules and Guidelines and California law and provided such landscaping does not impair or alter or impact any adjoining Lot/Residence, the Common Area, any utilities, or other systems servicing the Common Area or other Lots/Residences.

5.4 Applicants in Good Standing. Only Members in Good Standing may submit requests for architectural approval of Renovations. An Owner is in Good Standing for the purposes of any Governing Documents unless found by the Board, at a properly noticed hearing, (1) to be delinquent in the payment of any Assessment, fee, or fine, by more than sixty (60) days, or (2) otherwise in violation of the Association's Governing Documents.

5.5 Right to Decorate Residence. Owners have the right to decorate the interior surfaces of the walls, partitions, ceilings, floors, and doors within their Residence, subject to any restrictions or procedures in the Governing Documents.

5.6 Architectural Rules and Guidelines. The Board is authorized to adopt, amend, and repeal Architectural Rules and Guidelines. The Architectural Rules and Guidelines may set forth the standards and procedures for the review and approval of proposed Renovations, guidelines or requirements for architectural design, placement of any Renovation, including the exterior finish and color, and to maintain the architectural style or character of such building or other structure originally created by the developer John Dawson and the architect, John Elgin Woolf. If any conflict exists between the Architectural Rules and Guidelines and these CC&Rs, the CC&Rs shall prevail.

5.7 Rescinding Approval. The ALC and/or the Board is authorized to rescind previously approved if they believe that there is good reason to rescind such approval. Good reason includes, but not limited to, facts not disclosed when the application was approved, or a change in the law, ordinances, or building codes.

5.8 Submission of Plans.

- a. Plans and specifications in accordance with the Association's Governing Documents, describing the proposed Renovations, must be submitted to the ALC by personal delivery or certified mail or other means established or accepted by the Board.
- b. Unless approved in writing, applications are not deemed to be approved.
- c. The ALC is authorized to impose any reasonable conditions of approving an architectural application, including, but not limited to, requiring modifications of particular aspects of the Owner's architectural submission.
- d. Unless a shorter period of time is required by the ALC, renovations approved by the ALC must be completed within one (1) year of the Owner receiving approval.

5.9 Failure to Comply with Approval Requirements. Any Renovations, whether in progress or completed, which (1) were not approved by the ALC or Board when such approval is required, (2) violate the ALC's or Board's conditions of approval, the Association's Governing Documents, or any applicable codes, or other laws, or (3) were performed by an unlicensed contractor (where a licensed contractor was required by law, the Governing Documents, or the ALC's conditions of approval), are automatically deemed disapproved and in violation of the Governing Documents.

5.10 Appeal to the Board. Applications that are disapproved must be in writing and must explain why the proposed Renovation is disapproved. The Owner is permitted to seek reconsideration of a disapproved application by the Board, unless the proposed Renovations were disallowed because they would violate the Association's Governing Documents, any Building, Safety and Fire Codes, or any other laws. The Owner seeking reconsideration must submit a written request to the Board not more than forty-five (45) days after the denial. Within forty-five (45) days after receipt of the request for

reconsideration, the Board must hold an open meeting to consider the reconsideration and decide. Failure of the Board to decide within the forty-five (45) day period is deemed a decision in favor of the Member.

5.11 Review Fees and Construction Agreement. The Board may establish a schedule of fees to defray any costs incurred by the Association, including architectural and/or engineering consultant fees, legal fees, and expenses for reviewing plans. In addition, the Board is authorized to adopt and require Owners to sign a remodeling agreement.

5.12 Variances. The ALC is permitted to recommend reasonable architectural variances, subject to Board approval. The Board may grant the variance if it determines that the variance will not (i) constitute a material deviation from the overall plan and scheme of the Development, (ii) result in a material detriment to the Association or any Owner, or (iii) create a nuisance in the Common Area or affect any other Owner. The granting of a variance by the Board in no event be deemed a variance or waiver as to any other Lot, nor will any variance affect the applicability or enforceability of any provision of this Article in respect to any other Lot.

5.13 Engineering and Code Requirements. Plans and specifications approved by the ALC or Board are not approved for engineering design, building, safety or fire codes, or other safety specifications. Approval by the ALC or Board does not absolve Owners of the responsibility of obtaining any necessary governmental approvals or permits. Owners must ensure compliance with applicable building, safety and fire codes, ordinances, and specifications. If any Renovation requires a permit by the City or other governmental entity, such Renovation will not be approved without obtaining any and all required permits. The Owner is solely responsible for determining whether permits are required.

5.14 Inspection. The Association has the right, but not the obligation, to periodically inspect any work approved by the ALC or Board. Prior to performing such inspection, the Owner shall be provided with notice of the entry as set forth in Article 12 of these CC&Rs. Owners must allow inspection and entry onto the Lot and into the Residence, if necessary for such inspection. Any work in progress may be halted and the Owner will be subject to a fine if (1) an inspection is not allowed, or (2) the Renovations are in violation of the Governing Documents as provide in the Section above entitled "Failure to Comply with Approval Requirements" or elsewhere. Such inspections do not absolve Owners from compliance with the Governing Documents and applicable codes.

5.15 Enforcement. In addition to other enforcement remedies set forth in these CC&Rs and the Governing Documents, and in compliance with California law, the Board or ALC shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section. The Board or ALC shall have the authority to impose fines and penalties on contractors or their subcontractors for failure to adhere to contractor rules as outlined in the Architectural Rules and Guidelines.

Penalties may include exclusion from the privilege of entering the Development in the case of certain offenses, as indicated in the Architectural Rules and Guidelines.

- a. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.
- b. The Board or ALC shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required to the extent that it has not been approved by the Board or ALC or if it does not conform to the plans and specifications submitted to and approved by the Board or ALC.
- c. The approval by the ALC of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring the approval of the ALC under this Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for improvements, the size of the structure, proximity to other residences or the Common Area and other factors may be taken into consideration by the Board or ALC in reviewing a particular submittal.

5.16 Building Department and Association Approvals. Any Renovation requiring the issuance of a building permit must be submitted by the Owner to the appropriate governmental entity for review and approval. The ALC may impose conditions of approval which are more restrictive than conditions imposed by governmental agencies. If the conditions of approval imposed by the governmental entity and the ALC conflict, the more restrictive conditions control.

5.17 Mechanics' Liens. Owners must ensure that no lien is placed against any other Lot, or against the Common Areas for labor or material furnished to their Lots. If a lien is placed against the Common Areas and/or another Owner's Lot, and the responsible Owner does not immediately cause the removal of the lien, the Association may, after written notice to the responsible Owner, pay the amounts necessary to have the lien removed and levy a Reimbursement Special Assessment against the responsible Owner for the monies advanced and any fees and costs incurred by the Association.

5.18 Hold Harmless and Indemnify. Approval of plans by the Association signifies only a general conformance with its Architectural Rules and Guidelines and not with any code compliance, lot lines, easements, or best construction practices. The Association and its ALC, Owners, Officers, Directors, employees, and agents are not liable and must be held harmless, defended and indemnified for mistakes in judgment or negligence arising out of or in connection with the Association's approval or disapproval of plans.

5.19 No Combining Lots. The combining of Lots is not allowed within the Development.

5.20 Drainage. Any changes to the established drainage patterns over a Lot (i) must comply with applicable codes (ii) must not adversely affect the property of others, and (iii) must be approved in writing by the ALC in advance of any changes.

5.21 Occupancy of Unfinished, Temporary or Mobile Structures Prohibited. No trailer, RV, bus, mobile home, tent, shack, garage, temporary building or structure of any kind shall be occupied or lived in at any time. Permanent residential dwellings will not be occupied or lived in until they have been completed and the exterior is made to comply with the Architectural Rules and Guidelines.

5.22 Removal of Temporary Buildings. Temporary buildings or structures used during construction or remodeling shall be removed immediately after the completion of construction.

5.23 Waiver of Liability. Neither the ALC or its members nor the Association or its Officers, Directors, employees or agents will be liable for any damage, loss or prejudice suffered or claimed on account of the ALC's review, approval, or disapproval of any plans, drawings or specifications, or the conformance of the construction with the approved plans.

ARTICLE 6: MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS

6.1 Owner's Maintenance, Repair and Replacement. All maintenance, repair and replacement performed by Owners must comply with current laws, codes and ordinances, in addition to the Governing Documents. Except for those duties specifically assigned to the Association or otherwise stated below, Owners, at their sole expense, are responsible for the maintenance, repair and replacement of their Lots, Improvements thereon as further described in the Maintenance Responsibility Chart attached to these CC&Rs as Exhibit F. Additionally, Owners' obligations include, without limitation, the following:

- a. *Alterations*. All alterations, modifications, improvements, remodels, and renovations including those by prior owners or by any party other than the Association to the Lot or any Common Area granted to the Owner, including upgrades and changes to driveways, walkways, etc.
- b. *Utility Lines*. All Utility Lines located on the Lot. Additionally, all Utility Lines that exclusively serve two Lots but are located outside the boundaries of the Lots are the Owners' responsibility to maintain, repair and replace. The following also applies:
 - i. *Water*. The Association will be responsible to repair breaks and/or stoppages in the water supply lines caused by roots of

- trees in Common Area. Owners must promptly report any such breaks or stoppages to the Association.
- ii. *Telephone, Cable TV, Internet.* All wires or conduits providing telephone, cable television and/or internet services to the Lot, wherever located within the Development.
 - iii. *Sewer Lines.* The Association will be responsible to repair breaks and/or stoppages in the sewer lines caused by roots of trees in Common Area. Owners must promptly report any such breaks or stoppages to the Association.
- c. *Weeds and Trash/Rubbish.* Owners must keep their Lots free and clear of all weeds, debris and rubbish, and keep all shrubs, trees, grass, vegetation, and plantings of every kind neatly trimmed, watered, cultivated and free of weeds and other unsightly material. Owners will use only permitted trash receptacles and ensure that such receptacles are visible from the Common Areas only on scheduled trash pick-up days in accordance with the requirements of the City or County and as provided for in the Rules.
 - d. *Exterior Maintenance/Paint.* Although the Association paints the exterior Owners must prevent their Lots from becoming unsightly by reason of deterioration of paint or other materials and do all other things necessary and desirable to keep his/her Lot neat, clean, attractive and in good order.
 - e. *Sidewalk and Street Encroachments.* Owners must ensure that no tree, shrub or planting of any kind on their Lot overhang onto a walkway or street and no vegetation overhang less than ten (10) feet above the walkway or street.
 - f. *Concrete and Paver Driveways.* The concrete and paver driveways on the Lots.
 - g. *Fences.* Unless otherwise agreed to by the affected Owners, Owners who have fences separating their Lots which are not maintained by the Association will equally have the right to the use and enjoyment of the fence equally be liable for maintaining, repairing and replacing the fences. Notwithstanding the foregoing, if fences are damaged due to the negligence or willful misconduct of an Owner, Owner's Tenant, or their respective family, guests, invitees or pets, such Owner will bear the full expense of the repair.
 - h. *Insects and Plant Diseases.* No thing or condition may be permitted to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

- i. *Termites and Pests.* Owners will bear the costs of any damage to their Lot caused by the presence of wood-destroying pests or organisms (including microorganisms) and must treat and/or repair, at Owner's expense, the areas of their Lot infested or damaged by such presence irrespective of the source of the pests or organisms.
- j. *Garage Doors.* Garage doors, door frames, thresholds, weather stripping, locks, and related hardware.
- k. *Fireplaces.* All components of the fireplace located inside and outside the Residence, including flues, fireboxes, fireplace mantles, the chimney and the chimney cap.
- l. *Patios.* Patio areas and such areas may not be used for storage purpose.
- m. *Skylights.* Skylights, including glass, hardware and components thereof.
- n. *Drainage Structures.* Owners must maintain all drainage courses, ditches and swales on their Lots free and clear of all obstructions, and shall maintain all such drainage ditches, swales and culverts in good order.
 - i. Owners shall not alter or obstruct a natural drainage course, or materially add to the natural water volume of a drainage course without making adequate provisions with respect to neighboring Lots and Common Areas. Any such alterations, obstructions or additions to water volume must have the prior written approval of the ALC.
 - ii. All drainage structures, culverts and canals improved by the Association for the major collection of storm runoff and any natural drainage courses within Common Areas shall be maintained, repaired and replaced by the Association.

6.2 Easement for Maintenance. Each Owner will have easements across adjacent Lots and Common Areas as may be necessary for installing, maintaining, repairing, or replacing any Improvement and component he/she is responsible for as provided herein. Access to other Lots and Common Areas will be limited to a reasonable work area and for a reasonable time. Except in emergencies, reasonable notice and consent, which may not be unreasonably withheld, to perform such work must be obtained from the affected Lot Owner and/or the Association for Common Area access. Immediately after the work is completed, Owners must restore Lots and/or Common Areas to the same or better condition prior to such work. Such restoration work on affected Lots and Common Areas will be done at the Owner's sole expense and completed in timely fashion but no later than three (3) months from completion of the Owner's work to their Improvement.

6.3 Water Damage and Mold. Each Owner is responsible for water intrusion into their Lot and resulting damage and remediation, including mold, which intrusion stems from the Common Area or Marrakesh Country Club Property unless the Association's gross negligence or willful misconduct caused the damage. Owners are also responsible for such flood and water damage, including damage to Common Area, Marrakesh Country Club Property and other Lots, negligently caused by the Owner, Owner's Tenant or their respective family, guests, or invitees, or caused by Owner's failure to mitigate damage by promptly reporting signs of water entry and leaks. Each Owner must regularly inspect their Lot for plumbing leaks, water accumulation, water intrusion through windows, doors, and roofs and signs of mold. Owners must periodically inspect Utility Lines serving their Lot for same purposes.

6.4 Association Maintenance, Repair, and Replacement Responsibilities. Except as specifically allocated as a maintenance, repair or replacement responsibility of the Owner pursuant to the Maintenance Responsibility Chart attached hereto as Exhibit "F", the Association shall be responsible for the maintenance, repair and replacement of those items allocated to the Association pursuant to the Maintenance Responsibility Chart or, if there is no such allocation in the Maintenance Responsibility Chart, all Common Area and Marrakesh Country Club Property items under these CC&Rs or under California law, or as contained within the MCC Agreement with Marrakesh Country Club, including the following:

- a. *Marrakesh Country Club Property.* The Marrakesh Country Club Property amenities, including, without limitation, the golf course, driving range, clubhouse, pro shop, tennis/pickleball courts, croquet court, restaurants, landscaping, streets, administration building, parking lot, and improvements will be repaired, maintained, and replaced in the manner in which it historically has been maintained. The value of the Lots is specifically dependent upon the continued maintenance, repair, and upkeep of the Marrakesh Country Club Property facilities and amenities, whether the Lot Owners are Social, Golf or Full Members in Marrakesh Country Club.
- b. *Common Area Amenities.* The swimming pools and all other recreational equipment and facilities located within the Common Areas.
- c. *Gates, Private Streets.* All gates and private streets located within the Common Area and Marrakesh Country Club Property. This includes concrete and asphalt pavement (except concrete driveways or pavers on Lots), and all unassigned and guest parking areas.
- d. *Common Area Fences.* All Common Area fences. However, Owners shall keep those portions of Common Area fences which face their Lots in a clean and neat condition, including the removal of all weeds. Owners must remove other vegetation and materials from around the fences when so requested by the Association.

- e. *Buildings and Equipment.* All portions of buildings and equipment owned by the Association, as well as all furnishings, equipment and property which is owned by or may be acquired by the Association. The Association may discontinue the use of or dispose of equipment or buildings as it deems appropriate.
- f. *Landscaping.* All Common Area and Marrakesh Country Club Property landscaping, irrigation and landscape lighting, including trees, shrubs, lawns, drainage facilities, fountains and other items.
- g. *Lot Landscaping.* The landscaping, irrigation and landscape lighting of the front yard up to the courtyard wall and the side yards, up to the patio wall.
- h. *Utility Lines.* All Common Area or Marrakesh Country Club Property Utility Lines and services not otherwise maintained by a utility company; provided, however, that all Utility Lines designed to serve two (2) Lots or less but located outside the boundaries of said Lots are allocated exclusively to those particular Lot Owners and are to be maintained, repaired and replaced by said Owners.
- i. *Residence Exterior Painting.* Repainting of exterior surfaces of the Residences as the Board deems necessary to preserve the attractiveness of the Development. Currently, the Association paints the exterior every nine (9) years and the trim/facia every four and a half years (4 ½) but Board has the discretion to divert from this schedule as it deems appropriate, but no more frequently as every two (2) years. Owners may contract individually with the Association or its painting contractor for areas not painted by the Association or unscheduled painting; however, Owners may not be exempted from the Association's regularly scheduled painting and all Owners will be assessed for such work.
- j. *Termites and Pests.* Treat and repair Common Areas and Marrakesh Country Club Property infested or damaged by insects, rodents, and wood destroying pests or organisms (including microorganisms). The Association is authorized to impose a Special Assessment for the cost of the treatment and/or repairs.
- k. *Areas Outside Development.* The Association shall maintain such areas adjacent to the Development as the Board shall determine from time to time to be desirable in order to enhance the appearance of the Development or as may be required from time to time by the City or other applicable governmental agency, and pursuant to the terms of any Agreement, with Marrakesh Country Club.