

Members signing such instrument represent two-thirds (2/3) of the voting power of the Association shall be deemed conclusive proof thereof.

(f) The right of the Association to establish in cooperation with the City, a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of this Section, all or any portion of the Community Facilities to said district.

(g) The view easement rights of certain owners of adjacent real property as more particularly described in the Article entitled "Easements" of this Declaration.

Section 2 - Delegation of Use. Any Member may delegate his right of enjoyment to the Community Facilities to the members of his family or his tenants who reside on his Residence, or to his guests, 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 Association, nor release the Residence owned by him from the liens, charges and other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Community Facilities, or the abandonment of his Residence.

ARTICLE XIII EASEMENTS

Section 1 - Certain Easements for Owners.

(a) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Residence served by said connections, lines or facilities shall have the right and easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his Residence, and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

(b) Ingress, Egress and Recreational Rights. Owners shall have nonexclusive easements for ingress, egress, pedestrian walkway and general recreational purposes over and upon the Community Facilities. Such easements shall be subject to the rights of the Association as set forth in the Article hereof entitled "Rights of Enjoyment."

Section 2 - Certain Easements for Association.

(a) Association Rights. The Association shall have easements over the Covered Property, together with the right of Association to grant and transfer the same, for the purpose of permitting the Association to discharge its obligations as described in this Declaration.

(b) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, and said connections, lines or facilities serve the Community Facilities, the Association shall have an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service the Community Facilities and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided the Association or utility company shall promptly repair any

damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

Section 3 - Support, Settlement and Encroachment. The Owners shall have the following reciprocal easements for the purposes set forth below:

(a) An easement appurtenant to each Residence which is contiguous to another Residence or Community Facilities which Residence shall be the dominant tenement and the contiguous Residence or Community Facilities shall be the servient tenement.

(b) An easement appurtenant to the Community Facilities contiguous to a Residence, which Community Facilities shall be the dominant tenement and which contiguous Residence shall be the servient tenement.

(c) It is provided, however, that in the event Community Facilities are the dominant tenement in an easement described in this Section, Association shall have the easement rights, not the Owners.

(d) Said easements shall be for the purposes of:

(i) support and accommodation of the natural settlement of structures;

(ii) encroachment by reason of a roof or eave overhang from a Residence and for the maintenance of such roof or eave overhang by the Owner of the dominant tenement; encroachment of fireplaces, doorsteps, foundation footings, garage doors, E

(iii) encroachment of fireplaces, doorstops, foundation footings, garage doors, utilities and other appurtenances or fixtures and the maintenance thereof by the Owner of the dominant tenement, which, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, project beyond the external surface of the outer walls of such structures.

Section 4 – View Easements over Certain Community Association. Lot B, of Tract 9988 as more particularly described under Parcel 4 of Exhibit "H" is encumbered with a nonexclusive easement of view; provided that no structure, building growing thing or other improvement shall be deemed to violate or encroach upon said view easement unless the height of said structure, building, growing thing or other improvement extends beyond a point which is three (3) feet vertically above the point on the northerly boundary of said Lot B (as hereinafter defined) which is closest in distance to said structure, building or growing thing or other improvement except as follows:

(1) Within the "A" areas delineated on the map attached hereto as Exhibit "H", and by this reference made a part hereof, Eucalyptus Citriodora trees may exceed 3 foot limit or,

(2) Within the "B" areas delineated on the map attached hereto as Exhibit "H", six (6) Eucalyptus Citriodora trees may exceed the 3 foot limit.

For the purposes of the preceding reserved easement, the ground surface of said Lot B shall be deemed to be as existed on December 31, 1977, the Dominant Tenement is Tract 9939 per map filed in Book 419, Pages 17 to 20 inclusive, of Miscellaneous Maps, records of Orange County, California, and the northerly boundary of said Lot 3 shall be that boundary of said Lot B which is contiguous to Lot 3 of said Tract 9939.