

Owner acknowledges that this is not a comprehensive and exhaustive list of all material information about the La Costa Oaks Community and that this information is subject to change.

15.5.1 Use of Reclaimed Water. As required by the City, the Community Association shall use reclaimed water for the irrigation of Community Association Property and Common Maintenance Area landscaping if reclaimed water becomes reasonably available for that purpose. If reclaimed water does become reasonably available for irrigation of the Community Association Property or Common Maintenance Area, the Community Association shall not discontinue use of reclaimed water for that purpose without the approval of the applicable water district.

15.5.2 Dam Inundation Areas and Other Natural Hazards. Portions of the La Costa Oaks Community are located in areas where there may be natural hazards, including areas designated as potential dam inundation areas from the Stanley A. Mahr dam and as a result are subject to potential flooding due to dam failure which could result in loss of life or property. Each Owner who acquires a Residential Lot subject to a Public Report should review carefully the Natural Hazards Disclosure Report provided to such Owner by the Merchant Builder, and each subsequent Owner should review carefully any disclosures about natural hazards provided by the Seller of the Residential Lot. The City has required Declarant to attach an exhibit showing areas which could potentially be impacted by further dam inundation. To comply with this requirement, Declarant has attached **Exhibit "H"** which describes the areas identified by Declarant's engineer, Hunsaker and Associates as possible dam inundation areas. Declarant makes no representation regarding the accuracy of such exhibit or whether the exhibit includes all of the areas of possible dam inundation.

15.5.3 Commercial and/or Retail Site. Each Owner acknowledges a commercial/retail center may be developed at the intersection of La Costa and Rancho Santa Fe Road. Declarant makes no representation or warranty when or if a commercial and/or retail center will be constructed.

15.5.4 Restricted Facilities Parking. The recreational facilities that are to be included as part of the Community Association Property are not currently being designed with on-site parking. Members who use the recreational facilities will be required to park on the streets in the area of the recreational facilities. Residences in the vicinity of the recreational facilities may be impacted by this parking arrangement.

15.6 Copy of Recorded Declaration to Upon recordation of this Declaration with the Office of the County Recorder of San Diego County, California, Declarant shall forward a copy of the recorded Declaration to Planning Director, City of Carlsbad, 1635 Faraday Avenue, Carlsbad, California 92008-7314.

ARTICLE 16

GENERAL PROVISIONS

16.1 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

16.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions of it shall not invalidate any other provisions.

16.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver,

16.4 Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated *or* enjoined by any Owner, any Member of the Community Board, the manager, **or the Community Association.**

16.5 No Racial Restriction. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of his or her Residential Lot on the basis of race, sex, color or creed.

16.6 Access to Books. Declarant may, at any reasonable time and upon reasonable notice to the Community Board or manager, at his or her own expense, cause an audit or inspection to be made of the books and financial records of the Community Association.

16.7 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

16.8 Notification of Sale of Residential Lot. Concurrently with the consummation of the sale of any Residential Lot under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Community Board in writing of such sale. Such notification shall set forth the name of the transferee and his or her mortgagee and transferor, the common address of the Residential Lot purchased by the transferee, the transferee's and the mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Community Association, the Community Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

16.9 Notices. Mailing addresses may be changed at any time upon written notification to the Community Board. Unless otherwise permitted hereunder, notices shall be in writing and shall be given by certified mail, return receipt requested, overnight courier or personal delivery. Notices shall be deemed received in three (3) days if mailed by certified mail, return receipt requested, one (1) business day after deposit with an overnight courier or upon receipt if delivered in person. All notices to the Community Association shall be delivered to the current addresses of the Community Association. All notices to an Owner shall be delivered to a Residential Lot unless an Owner notifies the Community Association in writing of a change of address.

16.10 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

16.11 Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

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16.12 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.

IN WITNESS WHEREOF, the undersigned, as Declarant, has executed this Declaration as of the date first set forth above.

REAL ESTATE COLLATERAL MANAGEMENT COMPANY, a Delaware corporation

By: *T Stanley*
Name: Timothy Stanley
Title: VP