

**[PROPOSED] SECOND AMENDMENT
TO
RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CATHERDRAL CANYON COUNTRY CLUB
CONDOMINIUM ASSOCIATION #11**

Proposed additions are identified in double-underline and deletions are identified in ~~striketthrough~~.

1. **Article 4, Section 4.1 of the Restated Declaration of Covenants, Conditions and Restrictions (“Restated Declaration”) is proposed to be amended as follows:**

Covenant to Pay. Each Owner by acceptance of the deed to the Owner’s Condominium is deemed to covenant and agree to pay to the Association regular, special enforcement, and individual assessments, and all other charges duly levied by the Association pursuant to the provisions of this Restated Declaration. All such assessments, together with late charges, interest, costs, and all attorneys’ fees reasonably incurred, as provided in this Restated Declaration and in the maximum amount permitted by the laws of the State of California, whichever is greater, shall be a charge on the Unit. Unless California law provides otherwise, all such assessments and affiliated late charges, interest, costs, and all attorney’s fees reasonably incurred shall also be a continuing lien upon the Unit against which each assessment is made. Said continuing lien shall include assessments, late charges, interest, costs, and attorneys’ fees accruing after the date of recordation. Such amounts shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due or was levied. In the event more than one (1) person or entity is the Owner of a Unit, the personal obligation to pay such assessment, or installment, shall be joint and several. A regular, special, reimbursement, or individual assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall also be a personal debt of the Owner of the Condominium at the time the assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner’s Condominium Unit.

2. **Article 4, Section 4.4 of the Restated Declaration is proposed to be amended as follows:**

Special Assessments. ~~If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the~~ In addition to the Regular Assessments authorized above, the Board may levy a special assessment for the purpose of defraying, in whole or in part, common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements upon the Common Area, or any other reason, it shall make a special assessment for the additional amount needed or for such other purpose as may be determined by the Board, subject to

any limitations imposed by law or the Governing Documents allocated among, assessed against, and charged to Owners on an equal basis and shall be borne by the Owners in equal shares (hereinafter "Special Assessments").

3. **Article 4, Section 4.5.1 of the Restated Declaration is proposed to be amended as follows:**

The Board may levy an individual assessment whenever the Association (i) performs any service or accomplishes or accomplishes any item of repair or maintenance which is the duty of any Owner to accomplish, but which has not been accomplished by such Owner, ~~or~~ (ii) incurs any costs which by law or as required by the Governing Documents must be reimbursed by an Owner, or (iii) incurs any costs or expenses in connection with the repair or replacement of any damage to, or destruction of, any portion of the Common Area or the Common Facilities, or any other component that the Association is obligated to repair, maintain, or replace, which is caused by the Owner or his or her lessee, occupant, guest or invitee or the guest or invitee of Owner's lessee or occupant. Such individual assessment shall include the cost thereof, together with any financing costs and administrative costs incurred by the Association. Prior to levying such an individual assessment, the Board shall provide the Owner with notice and a hearing in accordance with Article III, Section 2 of the Bylaws. The notice and hearing regarding the levy of an individual assessment may be combined with the notice and hearing regarding the underlying violation.

4. **Article 4, Section 4.5.2 of the Restated Declaration is proposed to be amended as follows:**

Duly levied individual assessments shall be subject to the provisions in the Governing Documents regarding costs, late charges, ~~and interest, and attorneys' fees~~ for delinquent payment, and may become a continuing lien on the Unit. Except as specifically prohibited by law, it is the intent of this Restated Declaration that ~~Individual Assessments (including within limitation those imposed to recover late payment penalties or to reimburse the association for the cost of repairing damage to the Common Areas or Association Property for which the assessed Member is responsible),~~ if not paid prior to delinquency, may be collected either in an action at law or by resort to the lien and foreclosure remedies set forth in Section 4.11 below.

5. **Article 4, Section 4.6 of the Restated Declaration is proposed to be amended as follows:**

Enforcement Assessments. The Board of Directors may levy, subject to the limitations of the Governing Documents, enforcement assessments against an Owner and his or her Unit for failure to comply with the Governing Documents. Enforcement assessments may include any fees, costs or expenses (including reasonable costs imposed hereunder, title company fees, accounting fees, court costs, and reasonable attorney's fees) to bring an Owner, lessee, occupant, guest or invitee and/or the Owner's Condominium into compliance with any provision of the Governing Documents. In the event the Board

of Directors imposes an enforcement assessment, that enforcement assessment shall be subject to costs, late charges, ~~and interest, and attorneys' fees~~ as described in Section 4.10 for delinquent payment. Enforcement ~~assessments imposed to recover monetary penalties for failure of a Member to comply with the Governing Documents~~ may only become a continuing lien against the Member's Condominium that is subject to foreclosure if such lien and foreclosure remedies are permitted by law.

6. **Article 4, Section 4.11 of the Restated Declaration is proposed to be amended as follows:**

Enforcement of Assessments and Late Charges. Unless California law provides otherwise, a delinquent regular, special, ~~or~~ individual, or enforcement assessment, and any related late charges, reasonable costs of collection (including actual attorneys' fees), penalties, and interest assessed in accordance with Section 4.7 herein shall become a continuing lien upon the Unit Condominium when a Notice of Assessment Lien is duly recorded as provided in Section ~~4367~~ 5675 of the California *Civil Code* or applicable statute. The Notice of Assessment Lien shall describe the amount of the delinquent assessment or installment, the related charges authorized by this Restated Declaration, a description of the Unit Condominium, the name of the purported Owner, and, if the lien is to be enforced by power of sale under nonjudicial foreclosure proceedings, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice may be signed by any officer or governor of the Association, or any attorney, employee or agent of the Association authorized to do so by the Board.

~~Unless the Board considers the immediate (without notice) recording of the Notice of Assessment Lien to be in the best interests of the Association, the Notice of Assessment Lien may not be recorded until ten (10) calendar days after the Association has mailed, via first class mail, a written demand for payment to the delinquent Owner. The Notice of Assessment Lien may not be recorded until the Association has complied with the pre-lien requirements set forth in California *Civil Code* Sections 5660, 5670, and 5673. If the delinquent assessment or installment and related charges are paid or otherwise satisfied in accordance with the demand for payment, the Association shall not record the Notice of Assessment Lien. The lien shall also secure all other payments and/or assessments which shall become due and payable with respect to the Unit following such recording, and all costs (including attorneys' fees), penalties, and interest accruing thereon. The lien shall continue until all amounts secured thereby are fully paid or otherwise satisfied.~~

Any lien described herein may be enforced in any manner permitted by law, including judicial foreclosure or nonjudicial foreclosure, subject to the limitations contained in California *Civil Code* Sections 5700 et seq. or any successor statute(s) thereto. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice or by a trustee substituted pursuant to Section 2934(a) of the California *Civil Code*, in accordance with the provisions of Sections ~~2924, 2924(b), and 2924(e)~~ et seq. and 5705 of the California *Civil Code*. Suit to recover a money judgment for unpaid assessments, late fees, interest, attorneys' fees, and costs shall be preserved without foreclosing or waiving the lien securing the same.

If all sums specified in the Notice of Assessment Lien are paid before the completion of any judicial or non-judicial foreclosure, the Association shall (i) record a notice of satisfaction and release of lien, and (ii) upon receipt of a written request by the Owner, shall also record a notice of rescission of any recorded notice of default and demand for sale.

The Notice of Assessment Lien is not required to be amended by the Association or ~~t~~Trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the Notice of Assessment Lien and said Notice of Assessment Lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments.

7. **Article 4, Section 4.14 of the Restated Declaration is proposed to be added as follows:**

4.14 Assignment of Rents. Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of any or all parts of any Unit owned by the Owner, now existing or hereafter made for the purpose of collecting all assessments due to the Association pursuant to this Restated Declaration which are in default. The Board hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable, provided that the Board at its sole discretion, may revoke such authority at any time, upon written Individual Notice to the Owner of a default in the payment of any assessment due hereunder. Upon revocation of such authority the Board may collect and retain such rental monies, whether past due and unpaid or current. The Association's rights under this Section shall be subordinate to the rights of any prior Mortgagee. Any attempt to collect rents under this Section shall be done after the Owner of the Unit has been given Individual Notice and an opportunity to be heard by the Board in accordance with the Governing Documents and current California law.

8. The remaining portions of the Restated Declaration shall remain in full force and effect.