

to any declaration of homestead recorded after the recordation of this Declaration. Said lien shall become effective upon recordation of the Notice of Lien in the manner provided in Section 8 of this Article. Such lien shall relate only to the individual Condominium against which the assessment was levied and not to the Project as a whole. It shall be the duty of the Board of Directors to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by this Declaration. Such lien may be enforced by sale of the Condominium by the Association, its attorney or other persons authorized to make the sale, after failure of the Unit Owner to pay an assessment, or installment thereof, as provided herein. Such sale shall be conducted in accordance with the provisions of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. An action may be brought to foreclose the lien of the Association by the Board, or by any Unit Owner if the Board fails or refuses to act, after the expiration of at least thirty (30) days from the date on which the Notice of Lien was recorded; provided that at least ten (10) days have expired since a copy of the Notice of Lien was mailed to the Unit Owner affected thereby, and subject to the provisions of Section 7 of this Article in the event that the Board accelerates the due date of any Annual Assessment installments. In any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association, through its agents, shall have the power to bid on the Condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing the same, but this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or equity initiated pursuant to this Section may include reasonable attorneys' fees as fixed by the court.

ARTICLE VII

EASEMENTS AND RIGHTS OF ENTRY

Section 1. Easements. Grantor expressly reserves for the benefit of the Unit Owners in the Project reciprocal, nonexclusive easements for access, ingress and egress over all of the Common Areas and the Association Properties, which easements may be conveyed by Grantor to Unit Owners and to the Association for so long as Grantor owns any interest in the Project. Subject to the provisions of this Declaration governing use and enjoyment thereof, such easements may be used by Grantor, its successors, purchasers and all Unit Owners, their guests, tenants and invitees, residing on or temporarily visiting the Project, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Condominium in the Project. Grantor expressly reserves for the benefit of the Board of Directors and all agents, officers and employees of the Association nonexclusive easements over the Common Areas and the Association Properties as necessary to maintain and repair the Common Areas and the Association Properties, and to perform all other tasks in accordance with the

provisions of this Declaration. Such easements over the Common Areas and rights over the Association Properties shall be appurtenant to and shall pass with the title to every Condominium conveyed. Grantor expressly reserves for the benefit of the Association the right of Grantor to grant additional easements and rights-of-way over the Project and the Association Properties to utility companies and public agencies, as necessary, for the proper development and disposal of the Project, until Close of Escrow for the sale of the last Condominium in the Project from Grantor to a purchaser pursuant to a Final Subdivision Public Report issued by the California Department of Real Estate. The Board of Directors of the Association, with a vote or written consent of a majority of the Class A and Class B Members, shall have the right to grant easements and rights-of-way over the Common Areas and Association Properties to any Person after the Close of Escrow for the sale of the first Condominium from Grantor in the Project. Grantor, the Association and Unit Owners of contiguous Residences shall have a reciprocal easement appurtenant to each of the Residences over the Residences, the Common Areas and the Association Properties for the purposes of (1) accommodating any existing encroachment of any wall of the building, (2) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling of the Improvements housing their respective Units, and (3) maintaining drainage in accordance with the drainage pattern existing at the time of conveyance of the respective Residence to a purchaser from Grantor or in accordance with such drainage pattern as altered with the prior consent of the Architectural Committee. There are specifically reserved for the benefit of the Unit Owners easements and reciprocal negative easements for utility services and repairs, replacement and maintenance of the same over all of the Common Areas and the Association Properties. Such easements shall be as not to unreasonably interfere with the use and enjoyment by the Unit Owners of adjoining Residences. No portion of the Common Areas or Association Properties, including, without limitation, parking spaces and other amenities contemplated as a part of the Project, are proposed to be leased by Grantor to the Unit Owners or to the Association; provided, however, that the Association, in accordance with the Windwood Rules and Regulations, may regulate use of the Common Areas and Association Properties.

Section 2. Rights of Entry. The Board of Directors shall have a limited right of entry in and upon the Common Areas, the exterior of all Units and over the Association Properties for the purpose of inspecting the Project, and taking whatever corrective action may be deemed necessary or proper by the Board of Directors, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose any obligation upon the Association to maintain or repair any property to be maintained or repaired by the Unit Owner. Nothing in this Article VII shall in any manner limit the right of the Unit Owner to exclusive occupancy and control over the interior of the garage and living elements of his Unit. However, a Unit Owner shall permit a right of entry to the Board of Directors or any other Person authorized by the Board of Directors, as reasonably necessary, such as for maintenance or in case of any emergency originating in or threatening his Unit, whether the Unit Owner is present or not. Furthermore, a Unit Owner shall permit other Unit Owners, or their

representatives, to enter his Residence for the purpose of performing required installation, alterations or repair to the mechanical or electrical services to a Residence, provided that such requests for entry are made in advance and that entry is at a time reasonably convenient to the Unit Owner whose Unit is to be entered and provided further that the entered Unit is left in substantially the same condition as existed immediately preceding such entry. In case of an emergency, such right of entry shall be immediate.

ARTICLE VIII

GRANTOR'S RIGHTS AND RESERVATIONS

Nothing in the Windwood Restrictions shall limit, and no Unit Owner or the Association shall do anything to interfere with, the right of Grantor to subdivide or resubdivide any portion of the Project, or to complete excavation and grading and construction of Improvements to and on the Association Properties or any other portion of the Project owned solely or partially by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Project so long as any Condominium in the Project is owned by Grantor. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. Each Unit Owner by accepting a deed to a Condominium hereby acknowledges that any construction by Grantor may impair the view of such Owner and hereby consents to such impairment. This Declaration shall not limit the right of Grantor at any time prior to acquisition of title to a Condominium in the Project by a purchaser from Grantor to establish on that Condominium additional licenses, easements, reservations and rights of way to itself, to utility companies, or to other Persons as may from time to time be reasonably necessary to the proper development and disposal of the Project. Grantor may use any Condominiums owned by Grantor in the Project as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Project owned by Grantor. All or any part of the rights of Grantor hereunder and elsewhere in these Windwood Restrictions may be assigned by Grantor to any successor in interest to any portion of Grantor's interest in any portion of the Project by an express written assignment recorded in the Office of the Orange County Recorder. Notwithstanding any other provision of this Declaration, the prior written approval of Grantor, as developer of the Project, will be required before any amendment to this Article shall be effective. Each Unit Owner hereby grants, upon acceptance of his deed to his Unit, an irrevocable, special power of attorney to Grantor to execute and record all documents and maps necessary to allow Grantor to exercise its rights under this Article. Grantor and its purchasers shall be entitled to the nonexclusive use of the Association Properties and the Common Areas and the recreational facilities thereon, without further cost for access, ingress, egress, use and enjoyment, in order to dispose of the Project as provided herein, until Close of Escrow for the sale of all of the Units in the Project; provided, however,