

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,

that such use shall not unreasonably interfere with the rights of enjoyment of the other Unit Owners as provided herein.

ARTICLE IX

RESIDENCE AND USE RESTRICTIONS

Section 1. Residential Use; Rentals. No living element of any Residence shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted within the Project or the Association Properties; provided, however, that nothing in this Declaration shall prevent the rental of a Condominium by the Unit Owner thereof for Residential purposes, subject to all the provisions of the Windwood Restrictions.

Section 2. Parking and Vehicular Restrictions. No trailer, motor home, truck, camper, or boat shall be kept or maintained anywhere on the Project or the Association Properties, including any street (public or private), in such a manner as to be visible from neighboring property. No vehicle or boat shall be constructed or repaired upon the Project or the Association Properties, including any street (public or private), in such a manner as to be visible from neighboring property. No inoperable vehicle shall be stored or allowed to remain on the Project or the Association Properties, including any street (public or private), in such a manner as to be visible from neighboring property. There must be space available in every two-car garage in the Project for the parking of at least two (2) automobiles, and there must be space available in every one-car garage in the Project for the parking of at least one (1) automobile. The garages shall be used for parking vehicles only and shall not be converted for storage, living, recreational or business purposes.

Section 3. Antennae. No exterior radio antenna, television antenna, or other antennae of any type shall be erected or maintained in the Project. A master antenna or cable television antenna or antennae may, but need not, be provided for use of all Unit Owners, and Grantor may grant easements for such purposes.

Section 4. Insurance Rates. Nothing shall be done or kept in the Project or on the Association Properties which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Project or on the Association Properties which would result in the cancellation of insurance on any property maintained by the Association or which would be in violation of any law.

Section 5. Further Subdivision. No Unit Owner shall further subdivide his Unit (physically or legally), without the prior written consent of a majority of the voting power of the Association and without first having complied with all applicable laws and regulations; provided, however, that this provision shall not be construed to limit the right of a Unit Owner to rent or lease all of his Unit by means of a written lease or rental agreement subject to the restrictions of this Declaration. With the exception of a lender in possession of a Condominium Unit following a default in a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease or rent his Unit for transient or hotel purposes.