

(c) Any amendment which would or could result in an encumbrance being cancelled by forfeiture, or in the individual Condominium not being separately assessed for tax purposes.

(d) Any amendment which would or could result in termination or abandonment of the Project or partition or subdivision of a Condominium Unit, in any manner inconsistent with the provisions of this Declaration.

(e) Any amendment which would permit the Association to terminate professional management and assume self-management of the Project.

(f) Any amendment which would subject any Unit Owner to a right of first refusal or other such restriction in favor of the Association, in the event such Unit Owner exercises his right to sell, transfer or otherwise convey his Condominium.

A Certificate, signed and sworn to by two (2) officers of the Association that the record owners of seventy-five percent (75%) of the Condominiums have either voted for or consented in writing to any amendment adopted as above provided, when recorded, shall be conclusive evidence of such fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. The Certificate reflecting any amendment which requires the written consent of any of the record holders of first Mortgages shall be signed and sworn to by such first Mortgagees. When such Certificate is recorded, it shall be noted that such amendment has been so approved.

Section 3. Protection of Grantor. Notwithstanding any other provision in this Declaration, the prior written approval of Grantor, as developer of the Project, will be required before any amendment which would impair or diminish the rights of Grantor to complete the Project or the Association Properties in accordance with this Declaration shall become effective.

Section 4. Amendment by Grantor. Notwithstanding the foregoing, until the Close of Escrow for the sale of the first Condominium in the Project, Grantor shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification.

Section 5. Protection of City. Notwithstanding any other provision of this Declaration, this Declaration may not be amended or terminated prior to the expiration of the term set forth in Section 1 above unless prior thereto the City of Santa Ana shall have given its written consent thereto with respect to any termination or amendment which substantially affects any rights of the City hereunder.

#### ARTICLE XV

#### **ENFORCEMENT OF CERTAIN BONDED OBLIGATIONS**

Section 1. Consideration by Board of Directors. In the event that (1) the Improvements to be located on the Common Areas or the Association Properties are not completed prior to the issuance of a Final Subdivision Public Report by the California Department of Real Estate ("DRE") for the sale of Condominiums in the Project,

and (2) the Association is obligee under a bond or other arrangement ("Bond") required by the DRE to secure performance of the commitment of Grantor to complete the Improvements, the Board of Directors of the Association ("Board") shall consider and vote on the question of action by the Association to enforce the obligations under the Bond, with respect to any such Improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement on the Common Areas or the Association Properties, the Board shall be directed to consider and vote on the aforesaid question (if a Notice of Completion has not been filed), within thirty (30) days after the expiration of the extension.

Section 2. Consideration by the Members. A special meeting of Members, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held no fewer than fifteen (15) days nor more than thirty (30) days after receipt by the Board of a petition for such a meeting signed by Members representing ten percent (10%) of the total voting power of the Association. A vote by Members of the Association other than Grantor shall be taken at such special meeting. A vote of a majority of the voting power of the Association residing in Members other than Grantor to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

#### ARTICLE XVI

##### GENERAL PROVISIONS

Section 1. Legal Proceedings. The failure of any Unit Owner, his family, guests, employees, invitees or tenants to comply with any of the Windwood Restrictions, after Notice and Hearing as set forth in the By-Laws of the Association (except for the non-payment of any Assessments provided for herein), shall be grounds for relief which may include, without limiting same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. The Board, the City of Santa Ana, any Unit Owner (not at the time in default hereunder), or Grantor shall be entitled to bring an action for damages against any defaulting Unit Owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

Section 2. Violation of Restrictions. Without in any way limiting the generality of the foregoing, in the event that the Architectural Committee determines that an Improvement is in need of repair, restoration or painting, or that landscaping is in need of installation, repair, or restoration, or the Board of Directors determines that there is a violation of any provision of the