

**FAIRWAYS @ COUNTRY CLUB VISTA HOMEOWNERS ASSOCIATION, INC.
RESOLUTION OF ARCHITECTURAL ESTOPPEL
ADOPTED October 2, 2006**

WHEREAS, FAIRWAYS @ COUNTRY CLUB VISTA Homeowners Association, Inc., (the "Association") acts pursuant to the recorded Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") which provide that there shall be Architectural Control; and

WHEREAS, no owner shall make any exterior modification to their Lot or exterior of their Home or to the Common Area without first submitting such plans and specifications and obtaining written approval from the Association; and

WHEREAS, it is the responsibility of each member to maintain and upkeep said property in accordance with the CC&Rs and certain other published standards of the Association (collectively, the "Governing Documents"); and

WHEREAS, the Board of Directors wishes to prevent purchasers obtaining title ownership to nonconforming interests (noncompliance), it is in the interest of the purchaser and the Membership to devise a plan of "Architectural Assurance."

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of FAIRWAYS @ COUNTRY CLUB VISTA Homeowners Association, Inc., adopt on October 2, 2006 the following policy:

FIRST: The Board of Directors may delegate to either an Architectural Committee (or similarly instituted Committee) or to a third-party (its "Managing Agent") the responsibility to perform an inspection of front, rear and side yards as well as the exterior portions of any structures located on that particular separate interest ("Exterior Inspection").

SECOND: All members of the Association are required to notify the Board of Directors not more than 10 business days after they enter into a contract to convey all or a portion of their interest located within the Association. Within ten business days after receipt of such notice, the Board of Directors will send such seller a notice requiring the seller to contact the Association to schedule an Exterior Inspection not later than ten business days prior to the close of escrow.

THIRD: Prior to the close of escrow the Board of Directors, whether directly or through its Architectural Committee, Managing Agent, or such other persons as are designated from time to time by the Board of Directors, shall instruct the escrow to withhold the sum of \$5,000.00 in the Association's name.

FOURTH: Within ten business days after the Exterior Inspection of the interest, the Board of Directors shall issue a report indicating whether the property that is the subject of the escrow is or is not in compliance with the Governing Documents. The report will be known as the "Architectural Estoppel Report" and will be issued to the owner/agent of the separate interest at the close of escrow or immediately following close of escrow.

The Architectural Estoppel Report shall notify the owner/agent of any non-conformance which exists on or in the interest at the time of inspection, along with such actions which must be taken to bring the property into compliance. An application for exterior modifications for corrective actions is required to be submitted to the Association for review and approval before the commencement of any work. It is understood that an application for exterior modifications does not fulfill the compliance requirement. Further, since such application is being submitted after the fact, the applicant thereby waives the right for a review of the application within the 30 day review provision of the Governing Document of the Association, and written approval of the modification shall be required from the Association.

FIFTH: The report will be made after an inspection of the interest to determine if the properties (separate interest and appurtenant common and limited common areas) which are under the care

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and maintenance of the owner, are in compliance with the maintenance standards. By way of example and not of limitation:

- (a) That all additions and/or changes from the original design that fall within the jurisdiction of the Association have been approved and are being maintained in a first class condition consistent with the standards represented by the Association's maintenance program for facilities maintained by the Association.
- (b) That the following are in a condition that is acceptable to the Association:
 - (1) patio areas;
 - (2) gates;
 - (3) building exteriors; and
 - (4) front, rear and the sides of the lot.

SIXTH: The Association shall issue an "Architectural Estoppel Certificate" that shall notify the owner/agent of any non-conformance and shall provide conclusive evidence to the owner or buyer of the condition of the separate interest (lot). The Association may require that such non-conformance be corrected within a specified period of time after which the Association, after due notice, may cause the repairs to be performed and the costs deducted from the amount withheld in escrow.

- (a) If the non-confirming condition is considered to be a threat to life or property, then the Association may exercise its right of entry to the separate interest for the purpose of causing the repair(s). The inspector shall post a 24 hour notice on the interest and make reasonable effort to contact the owner or if not available, by posting upon the separate interest within a twenty-four (24) hour notice, that. Further, said notice shall inform the owner that all costs incurred will become a charge to the separate interest owner if it is the responsibility of the separate interest owner to cause the repair or maintenance of the deficient or defective item or condition. If the condition or item is the responsibility of the Association then the Association shall assume the expense for the repair.
- (b) If the non-conforming condition is not considered a threat to life or property, then the inspection shall notify the owner/agent by the issuance of the Architectural Estoppel Certificate of the condition and shall require a written letter from the owner/agent which guarantees at least the following:
 - (1) That the owner shall make all such repairs prior to the conveyance of the property to the new owner, but not later than ninety (90) days from the date of the Architectural Estoppel Certificate; or
 - (2) That the owner shall provide escrow instructions acceptable to the Association that the repairs be performed within ninety (90) days from the date of the sale and that all costs for the repair shall be paid from the escrow. Funds held by the Association shall not be released from escrow until all repairs are made and compliance is achieved to the satisfaction of the Association.

SEVENTH: The Association or its Agent will charge a reimbursement assessment against each interest or charge the escrow directly for each Architectural Estoppel Certificate plus any other actual expenses incurred in bringing the separate interest into compliance.

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The Association and/or its Agent shall not charge any fee to the separate interest for the monthly report. However, if upon an Exterior Inspection there is discovered any non-conformance, the Association or Agent may charge such actual expenses incurred in bringing the separate interest into compliance.

EIGHTH: The Architectural Estoppel Certificate shall be executed on behalf of the Association by the Managing Agent for the Association or such other persons as are designated from time to time by the Board of Directors.

NINTH: Within ten business days after the issuance of an assessment demand, the seller has the right to request a hearing with the Board of Directors at their next regularly scheduled Board Meeting to appeal the assessment. No Funds shall be withdrawn in connection with such assessment until after the 30 day appeals period has passed.

TENTH: This policy shall take effect 30 days from the date of publishing and upon the delivery or attempted delivery by first class mail to the last registered address of all members of the Association.