

CC&Rs (Required Civil Code Sec. 4525)
Springfield at Whitney Oaks Homeowners Association

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SPRINGFIELD AT WHITNEY OAKS
 HOMEOWNERS ASSOCIATION
 BAYDALINE & JACOBSEN LLP
 895 University Avenue
 Sacramento, CA 95825
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FIRST RESTATED DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SPRINGFIELD AT WHITNEY OAKS

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OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
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**FIRST RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPRINGFIELD AT WHITNEY OAKS
HOMEOWNERS ASSOCIATION**

This First Restated Declaration of Covenants, Conditions and Restrictions of Springfield at Whitney Oaks Homeowners Association is made by the Springfield at Whitney Oaks Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").

RECITALS

A. The Association is an "association", as that term is defined in California Civil Code Section 1351(a), which has been created to manage the common interest development located in the City of Rocklin, the County of Placer, State of California commonly known as Springfield at Whitney Oaks Homeowners Association and more particularly described in Exhibit "A", attached hereto, (the "Development").

B. The Development is situated within the master planned community known as "Whitney Oaks" (the "Master Community") and is subject to the Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks recorded in the Office of the County Recorder of Placer County on August 20, 1997 as Document No. 1997-0049461-00 (the "Master Declaration"); the First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks recorded in the Office of the County Recorder of Placer County on October 7, 1997 as Document No. 97-0062255-00 (the "First Amendment to the Master Declaration"); and the Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks recorded in the Office of the County Recorder of Placer County on December 7, 2007 as Document No. 2007-0115146-00 (the "Second Amendment to the Master Declaration"); and any and all amendments or restatements made thereto.

C. The developer for the Development, PC/BRE Whitney Oaks L.L.C., a Delaware limited liability company (referred to as "Declarant") executed a document entitled "Declaration of Covenants, Conditions and Restrictions of Springfield at Whitney Oaks" which was recorded on April 23, 1998 as Document Number 98-0028996 in the Official Records of Placer County (the "Original Declaration").

D. The Original Declaration was amended by a document entitled "Supplemental Declaration Springfield at Whitney Oaks Regarding Delegation of Architectural Review Authority" which was recorded on February 4, 2004, as Document Number 2004-0012285 in the Official Records of Placer County (the "Supplemental Declaration").

Order: MYLG72JG8
Address: 4317 Newland Heights Dr
Order Date: 05-08-2023
Document not for resale
HomeWiseDocs

E. The Original Declaration established certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with and are binding upon all parties having or acquiring any right, title, or interest in the real property comprising the Development.

F. The "Declarant", as that term is defined in the Original Declaration, no longer owns any property within the Development.

G. Not less than sixty-seven percent (67%) of the voting power of Members voted to amend, restate and supersede the Original Declaration pursuant to Article XIV, Section 14.2 of the Original Declaration.

NOW, THEREFORE, it is hereby declared as follows:

1. The Original Declaration is hereby amended, restated and superseded in its entirety to read as set forth in this Declaration.
2. All of the real property comprising the Development constitutes a "planned development", as that term is defined in California Civil Code Section 1351(k).
3. The Development consists of 868 single-family residences.
4. All of the real property comprising the Development is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.
5. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes as provided in California Civil Code Section 1354, shall constitute covenants that shall run with the real property comprising the Development, and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or of any interest therein and their heirs, successors, and assigns.

ARTICLE 1 DEFINITIONS

1.1 Absolute Majority. "Absolute Majority" shall mean a majority of the Total Voting Power of the Association.

1.2 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.

1.3 Additional Property. "Additional Property" shall mean all of the real property that may hereafter be brought within the jurisdiction of the Association, together with all Improvements situated therein, pursuant to a Declaration of Annexation.

1.4 Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to Article 10 of this Declaration.

1.5 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 10.5 of this Declaration.

1.6 Articles. "Articles" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

1.7 Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and his or her Lot as provided in Article 6 of this Declaration. "Assessment" shall include any or all of the following:

1.7.1 Annual Assessments, which shall have the meaning set forth in Section 6.5 of this Declaration.

1.7.2 Enforcement Assessments, which shall have the meaning set forth in Section 6.9 of this Declaration.

1.7.3 Reimbursement Assessments, which shall have the meaning set forth in Section 6.8 of this Declaration.

1.7.4 Special Assessments, which shall have the meaning set forth in Section 6.6 of this Declaration.

1.7.5 Single Benefit Assessments, which shall have the meaning set forth in Section 6.7 of this Declaration.

1.8 Association. "Association" shall mean the Springfield at Whitney Oaks Homeowners Association, a California non-profit mutual benefit corporation, its successors and assigns.

1.9 Association Property. "Association Property" shall mean all the real property owned in fee simple, by a maintenance easement, by lease, or by encroachment permit or license, from time-to-time, by the Association.

1.10 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.

1.11 Bylaws. "Bylaws" shall mean the Bylaws of the Association as they shall be adopted by the Board of Directors and Members and any duly-adopted amendments thereof.

1.12 City. "City" shall mean the City of Rocklin, in the County of Placer, State of California and its various departments, divisions, employees and representatives.

1.13 Common Area. "Common Area" shall mean and refer to all real property owned by the Association in fee simple, by a maintenance easement, by lease, or by encroachment permit or license, from time-to-time, by the Association. The Common Area shall include, but shall not be limited to, clubhouses and/or community buildings, storage buildings, swimming pools, spa, tennis courts, bocce ball courts, guard shack, bridge, golf cart gates, private entrance gates, entrance signs, maps of the Development, driveways owned by the Association, and parking spaces.

1.14 Common Facilities. "Common Facilities" shall mean the trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, beams, pipes, lines, lighting fixtures, buildings, structures and other

facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area and owned by the Association.

1.15 Contract Purchaser/Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.

1.16 County. "County" shall mean the County of Placer, State of California.

1.17 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.18 Declaration of Annexation. "Declaration of Annexation" shall mean any instrument recorded in the Office of the County Recorder which annexes all or a portion of any Additional Property.

1.19 Development. "Development" shall mean all the real property described in Recital "A" of this Declaration as well as such other real property as may hereafter be brought within the jurisdiction of the Association.

1.20 Director. "Director" shall mean a member of the Board of Directors.

1.21 Eligible Holder. "Eligible Holder" shall mean any First Mortgagee who has given written notice to the Association specifying its name, address, and the Lot number or address of the Lot by the Mortgagee and requesting written notice of any or all of the events specified in this Declaration.

1.22 First Mortgage. "First Mortgage" shall mean a Mortgage which has priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Lot in the Development.

1.23 First Mortgagee. "First Mortgagee" shall mean the Mortgagee of a First Mortgage.

1.24 Front Yard Maintenance Area. "Front Yard Maintenance Area" shall mean the front yard area of each Lot located between private streets and the front of each Residence, including side yard areas up to fences, but not including any driveways, pathways, walkways, or other hardscaping located within such areas, or backyards. The Association shall have an easement for maintenance of the landscaping installed within the Front Yard Maintenance Areas, as provided in this Declaration.

1.25 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, Rules (including the Architectural Guidelines), and the policies and resolutions duly adopted by the Board and distributed to the Members.

1.26 Improvement(s). "Improvement(s)" shall mean all structures and improvements on the Development including, but not limited to buildings, landscaping (including without limitation trees and bushes), paving, fences, and signs.

1.27 Institutional Mortgagee. "Institutional Mortgagee" shall mean a First Mortgagee which is (a) a bank, saving and loan association, insurance or mortgage company or other entity or institution chartered under federal and/or state law; (b) an insurer or governmental guarantor of First Mortgage; (c) any Federal or State Agency; (d) the State of California as the vendor under an installment land sales contract covering a Lot; or (e) any other institution specified by the Board in a recorded instrument, who is the Mortgagee of a Mortgage or the beneficiary of a Deed of Trust encumbering a Lot.

1.28 Lot. "Lot" shall mean any plot of land shown upon any Subdivision Map that has been legally subdivided and upon which a residence has been or may be constructed, excepting therefrom the Common Area.

1.29 Master Architectural Review Committee. "Master Architectural Review Committee" shall refer to the Architectural Review Committee established under the Master Declaration.

1.30 Master Articles. "Master Articles" shall refer to the Articles of Incorporation of the Master Association.

1.31 Master Association. "Master Association" shall refer to the Whitney Oaks Community Association, established pursuant to the Master Declaration.

1.32 Master Association Design Guidelines. "Master Association Design Guidelines" shall refer to the Design Guidelines which may be promulgated by the Master Architectural Review Committee pursuant to the Master Declaration.

1.33 Master Association Documents. "Master Association Documents" shall refer collectively to the Master Articles, Master Bylaws, and Master Declaration and any rules and regulations and architectural design guidelines/rules promulgated under the Master Declaration.

1.34 Master Bylaws. "Master Bylaws" shall refer to the Bylaws of the Master Association.

1.35 Master Community. "Master Community" shall refer to all the real property and Improvements situated within the community of Whitney Oaks and subject, from time to time, to the Master Declaration.

1.36 Master Declarant. "Master Declarant" shall refer to Cal-Stanford Oaks, LLC, a California limited liability company, or its successors and assigns as provided in the Master Declaration.

1.37 Master Declaration. "Master Declaration" shall refer to the Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks recorded in the Office of the County Recorder of Placer County on August 20, 1997 as Document No. 1997-0049461-00 and any amendments thereto.

1.38 Master Declaration of Annexation. "Master Declaration of Annexation" shall refer to any declaration of annexation recorded pursuant to the Master Declaration with respect to any portion of the Property.

1.39 Member. "Member" shall mean an Owner.

1.40 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all dues, Assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents, as may be more particularly set forth in the Bylaws.

1.41 Mortgage. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Development. A "Mortgagee" and "Mortgage Holder" shall include the beneficiary under a Mortgage. An "Institutional Mortgagee" or "Institutional Holder" is a Mortgagee that is a bank or savings and loan association, or established mortgage company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency, and that holds a first Mortgage on any Lot or on the Common Area.

1.42 Owner. "Owner" shall mean any person, firm, corporation or other entity in which fee title to a Lot is vested as shown by the official records of the office of the Placer County recorder, including Contract Sellers, but excluding Contract Purchasers and excluding those having such interest merely as security for the performance of an obligation. Where the context requires, the term "Owner" shall include the members of the Owner's household and the Owner's guests, tenants/lessees and invitees; provided, however, that such persons are not "Owners" for purposes of exercising voting rights in the Association.

1.43 Permitted Health Care Resident. "Permitted Health Care Resident" shall mean a relative, volunteer attendant, or person hired to provide live-in, long-term, or terminal health care to a Qualified Resident.

1.44 Phase. "Phase" shall mean and refer to that portion of the Property which is the subject of a separate Public Report issued by the California Department of Real Estate and which has been made subject hereto (i.e., by annexation with respect to Phases subsequent to the first Phase).

1.45 Private Streets. "Private Streets" shall refer to the streets within the Development which are owned and maintained by the Master Association as provided in the Master Declaration or a Master Declaration of Annexation.

1.46 Property. "Property" shall include all of the real property described in "Exhibit A" of this Declaration, and such Additional Property as may hereafter be brought within the jurisdiction of the Association and together with all Improvements situated thereon pursuant to a Declaration of Annexation.

1.47 Public Report. "Public Report" shall mean the Final Subdivision Public Report issued by the California Department of Real Estate for a Phase in the Development.

1.48 Qualifying Resident. "Qualifying Resident" or "Senior Citizen" shall mean a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development.

1.49 Qualified Permanent Resident. "Qualified Permanent Resident", as defined in California Civil Code Sections 51.3(b)(2) and (b)(3) (as such sections may be amended from time to time), means either of the following:

1.49.1 A person who meets both of the following requirements:

1.49.1.1 Was residing with the Qualifying Resident or Senior Citizen prior to death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident or Senior Citizen; and

1.49.1.2 Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Qualifying Resident or Senior Citizen. "Co-habitants" are two persons who live together as husband and wife, or persons who are domestic partners within the meaning of Section 297 of the California Family Code.

1.49.2 A disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in paragraph (2) who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subsection (b) of Section 54. A "disabling

injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in subsection (b) of Section 54.

1.50 Quorum. "Quorum" shall mean the minimum number of Members who must be present in person, by proxy or secret ballot, to conduct business.

1.51 Record. "Record" shall mean, with respect to any document, the recordation or filing of such document in the office of the Placer County recorder.

1.52 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

1.53 Resident. "Resident" shall mean: (a) an Owner of a Lot actually residing thereon and/or therein (in accordance with the restrictions imposed by this Declaration); (b) any person who has executed a contract to purchase any Lot who is actually residing thereon and/or therein (i.e., renting until his/her Residence is completed), regardless of whether the contract is recorded, and each tenant or lessee of a Lot who is actually residing thereon and/or therein; (c) members of the immediate family, or other Qualifying Residents or Qualified Permanent Residents of each Owner and of each buyer and tenant referred to in subparagraph (b) actually living in the same household in the Development with such Owner or such buyer or tenant. At least eighty percent (80%) of the occupied Residences within the Development must be occupied by at least one Qualifying Resident, in accordance with laws relating to developments which are intended to provide housing for older persons.

1.54 Rules. "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time and shall include, without limitation, the Architectural Rules.

1.55 Simple Majority. "Simple Majority" shall mean a majority of the votes of the Members (a) represented and voting at a meeting at which a quorum is present, or (b) cast by written ballot (in conformity with California Corporations Code Section 7513) in which the number of ballots received equals or exceeds the number required to establish a quorum.

1.56 Subdivision Map. "Subdivision Map" shall mean those maps referred to in Exhibit "A".

1.57 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one vote for each Lot, excluding any Lots as to which an Owner is not then a Member in Good Standing.

ARTICLE 2 COMMON AREA

2.1 Purpose of Common Area. Subject to the provisions of the Declaration, the Common Area shall be held and maintained by the Association, and shall be used to meet the common interests of the Owners, the members of the Owners' households, and the Owners' tenants, resident Contract Purchasers, and guests as provided in the Governing Documents.

2.2 Owners Non-Exclusive Easements of Enjoyment. Every Owner shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Common Area, including ingress and egress to and from his or her Lot. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Lot, subject to the following rights and restrictions:

2.2.1 The right of the Board to establish and enforce reasonable Rules governing use of the Common Area.

2.2.2 The right of the Association, as more particularly addressed in the Bylaws, to suspend an Owner's right to use Common Facilities located on the Common Area for (a) any period during which any Assessment against such Owner's Lot remains unpaid, and/or (b) for violations of the Governing Documents by an Owner or any person for whom an Owner is responsible.

2.2.3 The right of the Association, as set forth in Section 3.4 of this Declaration, to grant easements and rights of way in, on, over, or under the Common Area.

2.2.4 The right of the Association to sell, dedicate or transfer all or any part of the Common Area, subject to the requirements of Section 5.11 and Section 5.12.

2.2.5 The right of the Association to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Association.

2.2.6 The right of the Association, through its authorized agents, to enter any Lot or Residence to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair or replacement for the benefit of the Common Area or the Owners in common, or to make necessary repairs that the Lot Owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such Residence and/or Lot and the obligation can be performed whether or not the Owner is present. If not an emergency, the Association shall provide the owner with reasonable notice prior to entry onto any Lot or Residence.

2.2.7 The right of the Association to establish, construct, maintain, repair and replace facilities upon the Common Area including without limitation recreation facilities, storage facilities and workshops, which may be necessary or convenient in the discharge of the Association's duties and the exercise of its rights under the Governing Documents.

2.2.8 The right of the Association to assign, rent, lease or otherwise designate and control the Common Area.

2.3 Assignment of Rights of Use. Any Owner may assign his or her rights of use and enjoyment, including easements, in the Development to the members of his household, tenants, Contract Purchasers, guests and invitees, subject to the terms of the Governing Documents. Upon the leasing of a Lot, or upon occupancy of a Lot by a Contract Purchaser, the Owner shall be deemed to have assigned all such rights exclusively to the tenants or Contract Purchasers of such Lot except that such Owner shall continue to have an easement for ingress and egress to such Owner's Lot to the extent necessary to discharge of the Owner's obligations and rights as a landlord. Each Owner shall notify the Secretary of the Association of the names of any tenants or any such Contract Purchasers of such Owner's Lot. Each Owner, tenant, or Contract Purchaser shall also notify the Secretary of the Association of the names of all members of his or her household to whom such Owner, tenant, or Contract Purchaser has assigned any rights of enjoyment in the Development as provided herein and the relationship which each such person bears to such Owner, tenant, or Contract Purchaser. Any rights of enjoyment assigned pursuant to this Section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. It is the express purpose and intent of the provisions of this Section to limit the right of use and enjoyment of the Common Area to Residents and their guests.

2.4 Common Area Construction. Except as may be authorized by the Board, no person or entity other than the Association or its duly-authorized agents (a) shall construct, reconstruct, refinish, alter, or maintain any Improvement upon the Common Area, (b) shall make or create any excavation or fill upon the Common Area, (c) shall change the natural or existing drainage of the Common Area, or (d) shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area.

2.5 Mechanic's Liens. In the event there shall be Recorded against the Common Area a notice of mechanic's lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner or his or her Lot, such Owner shall immediately cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be granted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

ARTICLE 3 EASEMENTS

3.1 Easements in General. In addition to all easements reserved and granted on the Subdivision Map and the easements specified in Article 3, there are hereby specifically acknowledged, reserved and granted for the benefit of the Lots and the Owners in common and for each Lot and Owner severally, and for the Association, as their respective interests shall exist, the easements and rights of way as particularly identified in this article.

3.2 Association Utility Easements. Easements over, under, upon and across the Development or any portion thereof for the installation, repair, maintenance, and replacement of (a) electric, telephone, water, gas, and sanitary sewer lines, meters, facilities, (b) master television antenna or cable lines and facilities, (c) drainage facilities, (d) walkways, and (e) landscaping and lighting, are hereby reserved by the Association and shall exist in favor of the Association, together with the right to grant and transfer the same. The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private, or municipal.

3.3 Street Easements. Each Owner and the Association is hereby granted a non-exclusive easement for street and vehicular traffic purposes over the streets within the Development.

3.4 Easements Granted by Board. The Board shall have the power to grant and convey to any person or entity easements and rights of way, in, on, over, or under the Common Area for the purpose of (a) constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and (b) for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of

the Association. Each purchaser, in accepting a deed to a Lot, expressly consents to such easements and rights of way. No such easements may be granted if they would materially interfere with the use, occupancy, or enjoyment by an Owner or Resident of his or her Lot without the consent of the affected Owner of the Lot.

3.5 General Association Easements to Discharge its Duties. The Association shall have an easement in, on, over or under every Lot as necessary to (a) maintain and repair the Common Area, (b) maintain and repair those portions of the Lots for which such obligation is assigned to the Association pursuant to Section 9.3, (c) perform maintenance upon a Lot which is not performed by its Owner as provided by Article 9, and (d) otherwise perform its obligations under this Declaration.

3.6 Utility Maintenance and Repair Easements. Wherever sanitary sewer connections or water connections or electricity, gas or telephone, television lines or drainage facilities are installed within the Development, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner(s) of the Lot(s) served by said connections, the Owner(s) of any Lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter such Lots or to have utility companies enter therein, or any portion thereof, to repair, replace and generally maintain said connections as and when the same may be necessary.

Wherever sanitary sewer house connections and/or water connections or electricity, gas or telephone lines or drainage facilities are installed within the Development, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

All utility companies having easements on the property covered by this Declaration shall have easements for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a Lot for uncovering any such lines. Any Owner or utility company exercising the rights granted in this Section shall be obligated to restore the Lot and the Residence entered (as well as any Common Area thereby affected) to substantially its former condition.

3.7 Encroachment Easements. Each Lot is hereby declared to have an easement over adjoining Lots and Common Area for the purpose of accommodating any encroachment due to roof overhang and fences or walls which are built in accordance with the original design, plans and specifications of the Development, and due to engineering errors, errors in original construction, settlement or shifting of the building, or similar causes. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owner shall not be altered in any way by said encroachment, settlement, or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurs due to the willful misconduct of said Owner or Owners. In the event that a structure is partially or totally destroyed, and is repaired or rebuilt, the Owners of each adjoining Lot agree that minor encroachments over adjoining Lots be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

3.8 Boundary Changes. An easement shall exist for use and maintenance as Common Area over any portion of a Lot which, because of a change in the boundary of a private structure, including a fence, wall or patio, at the time of original construction lies between that boundary and a Lot line abutting the Common Area.

ARTICLE 4 USE RESTRICTIONS

4.1 Single-Family Residential Use. Except as specifically provided in Section 4.4, no Lot, or any portion thereof, shall be occupied or used for other than single-family residential purposes by the Owners, their Contract Purchasers, lessees, tenants, or guests. In addition to the foregoing, the use and occupancy of any Lot shall be subject to the age limitations set forth in Article 12, below.

4.2 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof; provided, however, that if any Lot shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition by sale as between such co-tenants.

4.3 Restrictions of Master Declaration to Apply. Each Owner shall comply with all of the restrictions set forth in the Master Declaration, including but not limited to, the restrictions relating to use of the Property and the construction standards relating to Property set forth in Article VI and Article VII of the Master Declaration, all of which are incorporated by reference and the Association shall have the right to enforce any violation of such restrictions as if such restrictions were fully set forth herein. To the extent that any provisions of the Master Declaration requires approval of the Board and/or Architectural Review Committee, then for purposes of compliance with this Declaration, such approvals shall be obtained from the Board and/or Architectural Review Committee under this Declaration.

4.4 Restriction on Businesses. No trade, business or commercial activity of any kind shall be established, maintained, operated, permitted, or conducted within the Development except:

4.4.1 Those professional and administrative occupations as may be permitted by, and which are conducted in conformance with, all applicable governmental ordinances provided that there is no external evidence thereof, and further provided that the Board may, in its complete discretion, prohibit the conduct of any such activities which the Board determines to be incompatible with the nature and character of the Development or which, in the Board's opinion, may or does otherwise negatively impact the quality of life and property values within the Development. The Board may also adopt Rules regulating the conduct of such occupations.

4.4.2 Those other businesses which by law must be permitted to be conducted within the Development.

4.5 Offensive Conduct, Nuisances, Noise. No noxious, harmful, unlawful, or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs or excessively loud music, to emanate from the Resident's Lot, which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area. Excessive noise levels may be determined at the sole discretion of the Board which may, but shall not be obligated to, rely on the standards established in applicable County or City codes regulating such matters. Nothing in this Section shall be construed to limit the Association's ability to discharge its duties in accordance with the Governing Documents or otherwise manage the Development.

4.6 Use of the Common Area. All use of the Common Area is subject to the Governing Documents. No alterations or additions to the Common Area shall be made except as authorized by the Board pursuant to Section 2.4. Nothing shall be placed, kept, stored, or parked on the Common Area without the prior written consent of the Association, except by the Association. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials in the Common Area. Each Owner shall avoid causing damage to the Common Area.

4.7 Private Streets. Private streets shall be used for vehicle ingress and egress.

4.8 Requirement of Architectural Approval. As addressed in greater detail in Article 10, exterior construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting and all other exterior Improvements are subject to approval of the Architectural Review Committee.

4.9 Sports Apparatus. No sports apparatus, whether portable or fixed, including without limitation, basketball standards shall be permitted within the Development. As used in this Section, the term "sports apparatus" does not include bicycles, skateboards, roller skates, roller blades or any other similar wheeled equipment provided that the Board shall have the discretion to adopt Rules governing the use of such equipment.

4.10 Window Coverings. Windows coverings within a Residence or garage door which are visible from the Common Area shall be compatible in color with the outside of the building. Except for double-paned energy efficient windows tinted by the manufacturer, and except with the approval of the Architectural Review Committee, windows shall not be painted, tinted, coated with a reflective material, covered with foil, cardboard, or similar materials. No window coverings shall be permitted on the outside of a Residence without the prior written approval of the Architectural Review Committee. The Architectural Review Committee may, but shall not be obligated to, adopt Architectural Rules specifying acceptable window coverings and otherwise implementing the provisions of this Section.

4.11 Painting. No Owner shall paint the exterior of the Owner's Residence or any other exterior Improvements within a Lot without prior approval from the Architectural Review Committee, pursuant to Article 10, below.

4.12 Doors. No screen door or storm door shall be permitted or installed without the prior written approval of the Architectural Review Committee.

4.13 Signs. No sign of any kind shall be displayed to the public view from any portion of the Development except that this restriction shall not apply to (a) signs required by legal proceedings, (b) signs which by law cannot be prohibited, (c) a single sign of customary and reasonable dimension and design, complying with the Rules and reasonably located on a Lot advertising the Residence for sale or rent (d) a single identification sign which has been approved by the Board located on a Lot identifying the number or address of the Lot, (e) signs approved by the Board located at or near any entrance to the Development identifying the Development, (f) signs required for traffic control and regulation of streets or open areas within the Development, (g) signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association, and (h) such other signs as the Board, in its discretion, may approve provided that the Board may adopt limitations on such other signs including, without limitation, restrictions on the size of the signs, the duration of their posting, and their location. All permissible signs must be in good condition. Signs shall not be faded or cracked. The Board may adopt, amend and repeal Rules for the implementation of this Section which Rules may include, without limitation, automatic approval of signs meeting specified requirements. It is the express purpose and

intent of this Section to permit the Association's regulation of signs within the Development to the greatest extent permitted by law.

4.14 Antennas. No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained on the Common Area or upon any Lot, except (a) those erected, constructed, or maintained by the Association, (b) those expressly approved by the Board of Directors, or (c) those specifically permitted by law. With respect to those outside masts, towers, poles, antennae and satellite dishes specifically permitted by law, the Association shall have the authority to regulate their installation and maintenance to the greatest extent permitted by law. The Owner of each Lot shall be responsible for the repair and maintenance of any outside mast, tower, pole, antenna or satellite installed on his or her Lot and shall indemnify and reimburse the Association for any and all costs and expenses associated therewith, including without limitation, any increased costs incurred by the Association in the performance of its maintenance obligations as specified in Article 9. Owners shall remove, or cause to be removed, any mast, tower, pole, antenna or satellite dish that is no longer in use.

4.15 Utility Lines. No lines, wires or other devices for the communication or transmission of electric current or power, including but not limited to, telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any Lot unless the same is contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved structures. Nothing in this Section is deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of approved buildings.

4.16 Trash Disposal; Tree and Brush Clippings. All garbage, rubbish and trash shall be kept entirely within appropriate covered disposal containers, screened entirely from view, except that containers may be placed for collection no earlier than 12:00 p.m. the day prior to collection. All containers must be removed from the street no later than 8:00 a.m. on the day after collection day. The times and days for container placement and removal may be changed by rules enacted by the Board of Directors. Each garbage area shall be kept neat, swept of leaves and debris and shall be subject to inspection by the Association. Owners shall be responsible for obtaining trash collection services for his or her Lot, and for all costs associated therein.

Any extraordinary accumulation of rubbish, trash, garbage or debris shall be removed from the Development to a public dump or trash collection area by the Owner or Resident at his or her sole expense. The Association shall be entitled to impose reasonable fines and penalties for the collection of garbage and refuse disposed in any manner inconsistent with this Section.

4.17 Storage. Storage of personal property shall be limited to the enclosed storage areas not visible from any portion of the Common Area. There shall be no woodpiles or storage piles accumulated on top of or outside of the enclosed storage area. The Association shall have the right to establish and maintain in the Development appropriate storage yards and storage buildings for the maintenance of materials and equipment needed for planting, building, repair, maintenance and preservation of the structures, gardens and other Improvements of the Lots and the Common Areas.

4.18 Garages. Garages shall be kept in a neat, clean, and safe condition at all times. Garage doors shall be kept closed when garage is not actively in use.

4.19 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials other than in connection with construction projects approved in accordance with Article 10. All construction debris shall be picked up and deposited daily in an appropriate container.

4.20 Parking. In addition to any parking restrictions found in the Master Association Governing Documents, the following parking restrictions shall apply to the Development:

4.20.1 In order to prevent or eliminate parking problems within the Development, or to further define and enforce the restrictions contained in this Section, the Board shall have broad authority to adopt such further Rules and restrictions regarding vehicles and parking within the Development as the Board may deem prudent and appropriate. The Board shall also have the power to impose sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation:

4.20.1.1 The power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents or any rules, provided that towing of vehicles of guests and other non-Residents of the Development shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents or rules shall be assessed as a Reimbursement Assessment against the Lot Owner responsible or whose household members, tenants, Contract Purchasers, or guests are responsible for the presence of such vehicle.

4.20.1.2 The power and authority to fix and impose fines for violations of this Section in accordance with Section 8.1.3 and the Bylaws.

4.21 Vehicles.

4.21.1 Prohibited Vehicles; Condition of Vehicles. No motor home, camper, trailer, boat or recreational vehicle shall be kept or permitted to park within the Development with the exception of maintenance vehicles and moving vans. Maintenance vehicles, moving vans, motor homes, and recreational vehicles may be parked in the Development for a period of time not to exceed a reasonable timeframe for purposes of loading and unloading. Trucks making deliveries shall be permitted in the Development for that period of time necessary to complete the required delivery. No dilapidated, unsightly, inoperable, or abandoned vehicle shall be parked, kept or permitted to remain upon any area within the Development. No excessively loud vehicles and no vehicles (including, without limitation, scooters, motorcycles or other motorized devices) emitting foul smelling or offensive exhaust fumes shall be operated within the Development. The Board shall have the discretion to determine whether a vehicle is in violation of this Section.

4.21.2 Prohibition of Vehicle Repairs. No maintenance or repairs of any kind may be made to vehicles within the Development except such emergency repairs limited to no more than twenty-four (24) hours. No vehicle may be left unattended outside of a garage while on a jack or similar equipment. Fluids necessary for vehicle operation must be changed within an owner's garage. Any spillage must be immediately cleaned up by the responsible party.

4.21.3 Unlicensed Vehicles. No unlicensed motor vehicles may be operated on any street or Common Area within the Development except for wheelchairs, golf carts, electric motorized bicycles and landscaping equipment. An unlicensed motor vehicle is

defined as a device consisting of two or more wheels, designed to be ridden by one or more persons that is propelled by a motor and is not required to be licensed by the California Department of Motor Vehicles.

4.22 Outbuildings and Temporary Structures. Except as authorized by the Board, no outbuilding, tent, shack, trailer, shed, mobile home, camper, or temporary building of any kind shall be located within the Development, except in strict compliance with the provisions of this Declaration, including Article 10. In no event shall any such structure included in this Section be used as a living area.

4.23 Animals.

4.23.1 Household Pets. No animals, reptiles, rodents, livestock or poultry shall be kept in any Lot or elsewhere within the Development except in reasonable number, provided that (a) they are not kept, bred or maintained for any commercial purposes, (b) they are maintained under reasonable control at all times and (c) they are kept in conformance with any City or County ordinances.

4.23.2 Common Area. While in the Common Area, dogs must be restrained on a leash held by a responsible person capable of controlling it. With the exception of service dogs, dogs may not be tethered anywhere on Common Area under any circumstance.

4.23.3 No Dangerous or Vicious Animals. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance to any other person, or to require the removal of a vicious or dangerous animal.

4.23.4 Owner's Responsibility for Pets. Each Owner and Resident shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by their pets or the pets of their guests and invitees. The Board shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to pets, including without limitation fines for failure to remove and dispose of pet waste as required by this Section. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by members of his or her household, tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner or Resident, members of his or her household, guests, tenants, or invitees.

4.23.5 Pet Rules. The Board may adopt and enforce pet rules, which shall be Rules, in addition to the provisions of this Section. Such Rules may include, without limitation, regulations regarding the presence of pets on the Common Area.

4.24 Lease of Lots. The Development is designed and intended as an Owner-occupied residential development, and no Owner shall rent, lease or otherwise delegate the use and occupation of his or her Lot except upon the following terms and conditions:

Order: MYLG72JG8
Address: 4317 Newland Heights Dr
Order Date: 05-08-2023
Document not for resale
HomeWiseDocs

4.24.1 Purposes. In order to (a) protect the value of the Lot in the Development; (b) preserve the character of the Development as a homogeneous residential community of owner-occupied residences; (c) prevent the Development from assuming the character of tenant-occupied Lots; (d) ensure that those who manage the Association are committed to enhancing the livability and property values within the Development; and (e) retain the Development's ability to comply with eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Development be substantially owner-occupied, the rental or leasing of each Lot shall be restricted in accordance with the provisions of this Section.

4.24.2 Restriction. No Owner shall rent or lease his or her Lot (i.e., permit occupancy of his or her Lot in exchange for monetary compensation or equivalent services or in-kind exchanges) if, by renting or leasing that property, the total number of Lots rented or leased within the Development will exceed twenty-five percent (25%) of the total number of Lots within the Development. For purposes of this Section, any Lot which is owned by a revocable living trust, or which is owned by one or more trustees of a revocable living trust, shall be deemed not to be rented or leased when it is occupied by one or more persons who have the power to revoke the revocable living trust.

4.24.3 Grandfathering Provision. The restriction on the number of Lots that may be rented as set forth in Section 4.24.2, above, shall apply prospectively as of the date this Declaration is recorded (the "Effective Date") to all future rentals after such Effective Date. As of the Effective Date, if the number of Lots rented exceeds the limitation, all additional rentals shall be prohibited until the number of Lots rented is less than the twenty-five percent (25%) threshold. Owners whose Lots are: (a) actually rented as of the Effective Date; and (b) who otherwise comply with all of the provisions of this Section shall be entitled to be grandfathered in as an existing rental as of the Effective Date. The restriction on the number of Lots that may be leased or rented as set forth in this Section shall not apply to any Member who is an Owner of a Lot on or before the Effective Date, but shall apply to any Lot upon transfer of title to such Lot subsequent to the Effective Date. With the exception of the twenty-five percent (25%) rental limitation, which applies to any Lot upon transfer of title to such Lot subsequent to the Effective Date, all other provisions of this Section shall apply to all Owners regardless of the date he or she acquired title.

4.24.4 Terms of Lease or Rental Agreement. Any lease or rental of any Lot shall be in writing and the written agreement shall expressly provide: (a) that it is subject to all provisions of the Governing Documents, (b) that the tenants or lessees of the Lot shall comply with all provisions of the Governing Documents, and (c) that any violation of any such provisions of the Governing Documents shall constitute a breach and default of the terms of such lease or rental agreement. The term of any lease or rental agreement shall be for a period of not less than thirty (30) days. Any Owner leasing or renting a Lot shall provide the tenants with copies of the Governing Documents. No Owner or tenant shall be permitted to lease his or her Lot for transient or hotel purposes. No Owner or tenant may rent or lease less than the entire Lot.

4.24.5 Procedure. Any Owner who wants to rent his or her Lot shall submit a written application to the Board. The application shall state: (a) the Owner's name and mailing address and address of the Lot proposed to be rented, (b) the proposed lease term which term shall be no less than thirty (30) days, and (c) such other information as the Board may from time to time require. Each Owner shall have the right, upon written request

delivered to the Association, to appear in person before the Board and to discuss the request to rent his or her Lot. The date the written application is received by the Board will establish the order of review to determine if the proposed rental or lease is within the limitation. If such proposed rental or lease exceeds the twenty-five percent (25%) limitation, the proposing Owner will be notified in writing by the Board and his or her name will be added to the bottom of a waiting list. As rental Lots fall below the twenty-five percent (25%) limitation, the Owner whose name is at the top of the waiting list will be notified, in writing, of his or her right to rent and shall be given ninety (90) days to obtain, and forward to the Board, a copy of a written, signed rental agreement, indicating the tenants' acknowledgment that they will abide by the terms and provisions of the Governing Documents and providing the tenant's contact information. If this Owner fails to supply such agreement to the Board within ninety (90) days of notification by the Board of approval to rent, such Owner's name shall fall to the bottom of the waiting list, and the next Owner on the waiting list will be notified, in writing, by the Board of approval to rent, and also be given ninety (90) days to obtain, and forward to the Board, a copy of a signed, written rental agreement as described above. If this is not done, the next Owner on the list will be notified and so on, until all of the names on the waiting list have been given the opportunity to rent or lease their Lots. Once the Association has granted an Owner the authority to rent or lease the Owner's Lot, that Owner has the right to continue leasing the Lot to consecutive renters as long as the Owner and the tenants or lessees comply with this Section and the Governing Documents. If a Lot is not rented or leased for a period in excess of one hundred twenty (120) days, the Owner must re-apply for permission from the Association to lease the Lot.

4.24.6 Variances.

4.24.6.1 The Board may grant variances from the restriction set forth in Subparagraph 4.24.2 of this Section in cases of demonstrated hardship, which circumstances may include: (a) the period of probate following the death of the Owner; (b) the decision of an employer to relocate an Owner to another community; or (c) an illness or disability that prevents the Owner from personally occupying the Lot. No waiver shall be granted to an Owner whose hardship is a result of the Owner's failure to obtain and read the Association's Governing Documents, including this rental restriction.

4.24.6.2 If permission has been granted by the Board for demonstrated hardship, or similar situations of demonstrated hardship, such variance shall be of relatively short duration, such as until: (a) probate proceedings are concluded; (b) the Owner has relocated to the community of his or her employment and has had a reasonable time to sell his or her Lot; or (c) the Owner has either recovered from the illness or disability or, in the alternative, has had a reasonable time to sell his or her Lot. Exceptions authorized by the Board shall take precedence over the order of priority established pursuant to Section 4.24.5 and shall be subject to such limitations, requirements and conditions as the Board in its complete discretion deems appropriate.

4.24.7 Rules and Regulations. The Board shall have the discretion to create and amend rules and regulations to implement and enforce the provisions of this Section.

4.24.8 Violations. Any Owner who violates the provisions of this Section 4.24 may be subject, at the Board's discretion, to a fine of no less than fifty (\$50.00) dollars per day for each day that the Owner's Lot remains in violation. If the Association files legal action to gain an Owner's compliance with this Section, the Association, as prevailing party, shall be entitled to recover all of its attorneys' fees and costs. Prior to the filing of any court action seeking declaratory or injunctive relief to enforce this provision (including either such action coupled with a claim for monetary damages not in excess of \$5,000), the Association shall first comply with the provisions of California Civil Code Section 1363.810 et seq. relating to alternative dispute resolution.

4.24.9 Time Shares Prohibited. No Lot or Lots or any portion thereof in the Development shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing agreement, plan, program or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Lot or Lots or any portion thereof or Residence thereon in the Development rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time. This Section shall not be construed to limit the personal use of any Lot or any portion thereof in the Development by any Owner or his or her or its social guests.

4.24.10 Association's Enforcement Rights. In addition to all other remedies available, in the event an Owner rents or leases his or her Lot in violation of the twenty-five percent (25%) cap set forth in Section 4.24.2 or a tenant's conduct involves damage or misuse of any Common Area, constitutes a nuisance to Owners or Residents, the Association shall be entitled to maintain an eviction action against the tenant to the same extent as the Owner of the Lot with the Association being deemed a third party beneficiary of any lease or rental agreement involving any Lot within the Development. The Association's right to maintain an eviction action shall arise only in the event that the Owner has failed to remove his or her tenant. If the number of rented or leased Lots exceeds twenty-five percent (25%) or has not prevented and/or corrected the actions of the tenant giving rise to the damage or nuisance and (a) the Association has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action, or (b) the Owner has appeared before the Board, or a duly authorized committee thereof, to present arguments as to why eviction by the Association is not necessary. Any disciplinary action shall be prosecuted in strict compliance with the notice requirements and hearing procedures set forth in California Civil Code Section 1363(g), or comparable successor statute, and the Governing Documents.

4.24.11 Owner Responsibility. Each Owner renting a Lot shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots and Common Area and for each tenant's compliance with the provisions of all Association Governing Documents. An Owner leasing a Lot shall provide the tenants with copies of the Governing Documents and all subsequent amendments.

4.24.12 Indemnification of Association. Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a lease or otherwise, agrees to and shall

indemnify and defend the Association, its officers, Directors, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such arising or alleged to have arisen out of the enforcement or non-enforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

4.25 Clotheslines. Exterior clotheslines or other outside clothes drying or airing facility shall not be erected or maintained upon any Common Area without the written consent of the Board. The Board shall have the discretion to adopt Rules governing the use of clotheslines or other outside clothes drying or airing facility.

4.26 Exterior Newspaper Tubes. There shall be no exterior newspaper tubes within the Development.

4.27 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon any Lot, except machinery and equipment which is normally used in connection with the occupancy and maintenance of a Residence.

4.28 Subdivision or Merger of Lots. No Lot may be further subdivided, nor may more than one Lot be combined into a single parcel of land, without the approval of the Board and the appropriate governmental agencies.

4.29 Barbecues. There shall be no exterior fires except barbecues and fire pits located upon Lots and contained within receptacles designed for such purposes.

4.30 Oil and Mineral Exploration. No property in the Development shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other minerals of any kind.

4.31 Compost. No quantities of manure, composting materials or decaying vegetation matter shall be stored in such quantities as to attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

4.32 Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within the Development so as to affect any other Lot or Common Area or any real property outside of the Development unless adequate alternative provision is made for proper drainage and is approved by the Architectural Review Committee. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets which exist at the time the overall grading of the Development was completed.

4.33 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 of this Declaration upon written application from any Owner provided that the Board determines, in its sole discretion, that the specific application of the restriction to such Owner will (a) cause substantial undue hardship to the Owner, or (b) fail to further or accomplish the common plan for the Development as contemplated by this Declaration. The Board shall have the power to limit any

variance granted in scope or duration or otherwise impose such specific requirements as the Board may, in its complete discretion, see fit to require. The Board shall follow the following procedures in acting on any request for a variance:

4.33.1 The Board, in its sole discretion, shall make an initial determination of whether or not the variance request on its face meets the requirements set forth in this Section. Where the Board deems it appropriate, the Board may, but shall not be required to, obtain the input of the Architectural Review Committee in considering the variance request. If the Board determines that the variance request does not meet the requirements set forth in this Section, the variance request shall be denied and the Board shall so notify the applicant within thirty (30) days of the Board's decision. If the Board determines that the variance request does on its face meet the requirements set forth in this Section, the procedures set forth in the remainder of this Section shall be followed.

4.33.2 Provided the Board determines that the variance request does on its face meet the requirements set forth in this Section, the Board shall conduct a hearing on the variance within sixty (60) days of the receipt of the written request for a variance. No decision regarding the request for variance shall be made until the conclusion of the hearing.

4.33.3 After the conclusion of the hearing, the Board shall, in its sole discretion, either grant or deny the request for variance in accordance with the standards set forth in this Section. As more fully discussed above, if the Board grants the variance request, the Board may impose such conditions as the Board deems appropriate and shall so notify the applicant within thirty (30) days of the Board's decision.

ARTICLE 5 HOMEOWNERS ASSOCIATION

5.1 Management and Operation. The Association, through the Board of Directors, shall manage and operate the Development in accordance with the applicable provisions of the Governing Documents and the applicable provisions of California law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

5.2 Membership. Each Owner of a Lot shall be a Member of the Association and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

5.3 Voting. As more particularly specified in the Bylaws, only Members in Good Standing shall be entitled to vote, and only one vote shall be cast for each Lot.

5.4 Board of Directors. The affairs of the Association shall be managed by or under the direction of the Board. The number and qualifications of Directors shall be as established in the Bylaws, and the Directors shall be elected as provided in the Bylaws. The Board of Directors shall have all of the powers and duties set forth in any provision of the Governing Documents, including without limitation such powers and duties as may be expressly set forth in this Declaration.

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5.5 Association Rules. The Board shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be known as "Rules", as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association. The Rules may concern, but need not be limited to, matters pertaining to (a) use of the Common Area, (b) pets, (c) signs, (d) collection and disposal of refuse, (e) minimum standards for maintenance of property, (f) use of recreation facilities, if any, (g) parking and traffic regulations, (h) rental or leasing of Lots, and (i) any other subject matter within the jurisdiction of the Association as provided in the Governing Documents or by law.

5.6 Manager and Other Personnel. The Board shall have the power and authority to employ a manager and such other persons or entities as the Board shall deem appropriate to assist it in managing the Development and conducting the business and affairs of the Association, as more particularly set forth in the Bylaws.

5.7 Assessments. The Board shall have the power and duty to levy and collect Assessments, as more particularly set forth in Article 6 of this Declaration.

5.8 Insurance. The Board shall procure and maintain liability insurance and property insurance as it shall deem proper and as more particularly set forth in the Bylaws.

5.9 Acquisition of Property. The Board, acting on behalf of the Association, shall have the power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, and maintain real or personal property in connection with the affairs of the Association.

5.10 Capital Improvements. The Board shall have the power and authority to provide for the construction, reconstruction, installation, or acquisition of capital Improvements upon the Common Area provided that the Board shall not incur aggregate expenditures for capital improvements to the Common Areas in any fiscal year in excess of ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year without the approval of at least a Simple Majority of the Members. For purposes of this Section, capital improvement shall mean improvements not in existence as of the date this Declaration is recorded and unrelated to repairs or destruction of the existing Common Facilities.

5.11 Association Property. Subject to Section 5.12, the Board of Directors shall have the power to sell, transfer, lease or otherwise dispose of the Association's property, provided that the Board shall not sell, transfer or otherwise dispose of real property owned by the Association having an aggregate value in excess of ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year without the approval of at least a Simple Majority of the Members.

5.12 Dedication or Transfer of Common Area to Public Agency or Utility. The Board of Directors shall have the power to dedicate or transfer all or any part of the Common Area to a public agency, authority or utility. No such dedication or transfer shall be effective unless it has been approved by Members holding at least two-thirds (2/3) of the Total Voting Power.

5.13 Borrow Money. The Board of Directors shall have the power to borrow money in the name of the Association.

5.14 Mortgage of Association Property. The Board of Directors shall have the power and authority to mortgage, pledge, encumber, or otherwise hypothecate the real and personal property of the Association for money borrowed or debts incurred by the Association.

5.15 Mergers and Consolidations. The Association may (a) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association, or (b) annex additional property to the Development, provided that the approval of an Absolute Majority of the Members is obtained.

5.16 Dissolution. So long as there is any Lot, parcel or area for which the Association is obligated to provide management, maintenance, preservation or control, the consent of all Members must be obtained for the Association to (a) transfer all or substantially all of its assets, or (b) file a certificate of dissolution.

5.17 Limitation of Liability. Neither the Association nor its Directors, officers, employees, agents or committee members (collectively and individually referred to as the "Released Party") shall be personally liable for damages or in equity to any of the Members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or pursuant to the Bylaws, even if such Released Party is negligent, provided that such Released Party has not acted in bad faith. This standard of care and limitation of liability shall extend, without limitation, to matters such as (a) the establishment of the Association's annual financial budget, (b) the funding of Association reserve accounts, (c) the discharge of the Association's maintenance, repair and replacement obligations, (d) the enforcement of the Governing Documents, and (e) to any other fiduciary duties or responsibilities imposed by law or the Governing Documents.

ARTICLE 6 ASSESSMENTS AND LIENS

6.1 Covenant of Owner. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (a) Annual Assessments, (b) Special Assessments, (c) Single Benefit Assessments (as applicable to certain owners), (d) Reimbursement Assessments, and (e) Enforcement Assessments levied by the Association as hereinafter provided, together with all Additional Charges. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

Each Assessment levied by the Association under this article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of Record of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is Record Owner of such Lot. After an Owner transfers of Record any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. A Contract Seller of any Lot shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is Recorded.

6.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Association shall have a separate lien and a separate lien is hereby created upon each Lot to secure the payment of any

such Assessments and Additional Charges as may be levied under this Declaration. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Lot notwithstanding the transfer of Record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been Recorded as provided in this Declaration and by law. The priority of all such liens on each Lot shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Lot, any sale of such Lot pursuant to foreclosure of the lien will be made subject to all liens securing the respective monthly Assessments and Additional Charges on such Lot for succeeding months.

6.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for (a) managing and operating the Development, (b) conducting the business and affairs of the Association, (c) promoting the recreation, health, safety, welfare, benefit, and interests of the Owners in relationship to the Development, (d) improving and maintaining the Common Area and, to the extent provided for in the Governing Documents or by law, the Lots situated within the Development, (e) enforcing the Governing Documents, and/or (f) otherwise benefitting the Owners.

6.4 Authority of the Board. The Board shall have the power and the duty to levy Annual and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law.

6.5 Annual Assessment.

6.5.1 Calculation of Estimated Required Funds. Not less than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the funds required by the Association for such fiscal year to (a) manage, administer, operate, and maintain the Development, (b) to conduct the affairs of the Association, and (c) to perform all of the Association's duties in accordance with this Declaration. Such estimate shall include a reasonable amount allocated to contingencies and to a reserve fund for the restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis.

6.5.2 Allocation of Annual Assessment. The Board shall allocate and assess the amount of estimated required funds equally among the Lots by dividing the amount by the number of Lots.

6.5.3 Payment of Annual Assessments. Unless the Board shall designate otherwise, Annual Assessments shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the first day of each month.

6.5.4 Increases in Annual Assessment. Pursuant to California Civil Code Section 1366(b), except as otherwise provided by law, the Board shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than the maximum amount permitted by law, except upon the affirmative vote or written consent of a majority of Members voting on any such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

6.6 Special Assessments.

6.6.1 Purpose of Special Assessments. If at any time during any fiscal year the Annual Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of Improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost. The Board may also levy a Special Assessment for capital improvements within the Common Area. The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for routine maintenance, repair and replacement of Common Facilities through Annual Assessments.

6.6.2 Allocation of Special Assessments. Special Assessments shall be allocated and assessed equally among all Lots in the Development, except any Assessment against an Owner as a result of a deficiency in insurance proceeds or condemnation awards as provided in Sections 7.2 and 7.3 of this Declaration.

6.6.3 Approval of Special Assessments. Except in the case of an emergency situation as defined in California Civil Code Section 1366, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the affirmative vote or written consent of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

6.7 Single Benefit Assessments. The Board may establish a Single Benefit Assessment for reconstruction, capital improvements, extraordinary maintenance, or any other cost of expense not otherwise provided for in this Declaration which will benefit less than all of the Owners. Such Single Benefit Assessment may be imposed only by a vote of fifty-one percent (51%) of the Owners of the Lots benefitted by the Single Benefit Assessment. Each Single Benefit Assessment shall be segregated in the funds of the Association solely to the Lots which derive the benefit therefrom. In the event that the Association obtains income directly related to an item which has been assessed as a Single Benefit Assessment, such income shall be allocated so as to reduce or offset such Single Benefit Assessment. Any Single Benefit Assessment charged to less than all the Owners shall be allocated uniformly among Owners benefitted in the same manner as the Regular Assessments are allocated unless another allocation formula is approved by the Owners.

6.8 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot if a failure by such Owner, or any person or pet for whom the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or his Lot into compliance. The Association shall also levy a Reimbursement Assessment in the event that the Association has expended funds performing emergency repairs as authorized by this Declaration or for any other reasons specifically authorized by the provisions of this Declaration. A Reimbursement Assessment shall include any costs, including attorneys' fees, incurred by the Association, including costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.

6.9 Enforcement Assessments. The Board may levy an Enforcement Assessment (and any fine imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment), for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.

6.10 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Annual Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, for that fiscal year or the next fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Annual Assessment fixed for the preceding fiscal year shall be the amount of the Annual Assessment for the ensuing fiscal year until a new Annual Assessment is levied.

6.11 Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

6.12 Payment Under Protest. If a dispute exists between the Owner of a Lot and the Association regarding any disputed charge or sum levied by the Association, including, but not limited to an Assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits set forth in the Code of Civil Procedure Sections 116.220 and 116.221, or comparable successor statute, the Owner may, in addition to pursuing dispute resolution, pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, pursuant to subsection (e) of Section 1366, and commence an action in small claims court. Nothing in this Section shall impair the Association's ability to collect delinquent assessments as provided by California law.

6.13 Delinquent Assessments. Any installment or other portion of an Assessment not paid within thirty (30) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure, except as prohibited by law. Except as prohibited by law, upon any delinquency in payment, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect such sums, including all Additional Charges. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive.

6.14 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1, of the California Civil Code, and does further grant to the Board, on behalf of the Association, the authority and power to sell the Lot of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Lot, for lawful money of the United States, to the highest bidder, to satisfy such lien, except as prohibited by law. The Association or any Owner may purchase the Lot at the sale.

6.15 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall Record, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

6.16 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this article shall have priority as of the date of Recording of the original declaration applicable to the Development over all other liens and encumbrances applicable to the Lots. Notwithstanding the preceding, a lien for Assessments which have become due and payable prior to the sale of a Lot pursuant to a decree of foreclosure of a First Mortgage, or pursuant to a power of sale contained in any such First Mortgage, shall be subordinate to the lien of any First Mortgage Recorded against the Lot. Such foreclosure sale shall not relieve the Lot from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

6.17 Association Funds. All Association accounts shall be maintained in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated as belonging to the Association. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be used for the purposes set forth in Section 6.3.

6.18 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this article, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Article.

6.19 Property Exempt From Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:

6.19.1 All property dedicated to and accepted by the County of Placer or other local public authority and devoted to public use.

6.19.2 Any Lot which is owned by the Association as a result of the Association having acquired such Lot through foreclosure. Such exemption shall be applicable only during the period in which the Association is Record Owner of such Lot.

6.19.3 All Common Area.

6.20 Owner Assignment of Rents. If in default in the payment of Assessments, each Owner hereby presently assigns to the Association, absolutely and regardless of possession of the Lot, all rents and other monies now due or which may hereafter become due under any lease, agreement or otherwise for the use or occupation of any or all parts of any Lot owned by the Owner, now existing or hereafter made, for the purpose of collecting all Assessments due the Association pursuant to this Declaration. The Association 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 Association at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessment due hereunder. Upon revocation of such authority the Association may, pursuant to court order or by court-appointed receiver, collect and retain such monies, whether past due and unpaid or current.

ARTICLE 7 DAMAGE OR DESTRUCTION; CONDEMNATION

7.1 Restoration Defined. As used in this Article 7 the term "restore" shall mean repairing, rebuilding or reconstructing damaged Improvements to substantially the same condition and appearance in which it existed prior to fire or other casualty damage.

7.2 Insured Casualty. Except as provided in Section 7.5 below, if any Improvement required to be maintained by the Association is damaged or destroyed from a risk covered by the insurance required to be maintained by the Association (except for the Front Yard Maintenance Areas), then the Association shall, to the extent permitted under existing laws, restore the Improvement to the same condition as it was in immediately prior to the damage or destruction. The Association shall proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association.

7.3 Restoration Proceeds. The costs of restoration of the damaged Improvement shall be paid first from any insurance proceeds paid to the Association under existing insurance policies. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association. If the insurance proceeds are insufficient to restore the damaged Improvement, the Board shall then add to the insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to pay the total costs of restoration, the Improvement shall be restored and the Board first shall impose a Special Assessment for the cost of repairing and reconstructing Improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described above (but without the consent or approval of Members, despite any contrary provisions in this Declaration, except as required by law).

7.4 Condemnation Of Association Property. If at any time all or any portion of any Association Property, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and shall be used for restoring the balance of the Development. To the extent the Association is not permitted by the governmental agency to rebuild, then such award shall be apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Property, the Association, and their respective Mortgagees to such area as their interests may appear according to the fair market values of each Lot at the time of destruction, as determined by independent appraisal. Said appraisal shall be made by a qualified real estate appraiser with an MAI certificate or the equivalent, which appraiser shall be selected by the Board. Any such award to the Association shall be deposited into the maintenance and operating account of the Association. The Association shall represent the interests of all Owners in any proceeding relating to such condemnation.

7.5 Damage to Residences. Restoration and repair of any damage to the Lots shall be made by and at the individual expense of the Owner of the Residence so damaged. In the event of damage or destruction of the Lot that also causes damage to the Front Yard Maintenance Area of the Lot, each Owner shall have the obligation to repair and replace the damaged or destroyed areas in a manner similar to the state of the Front Yard Maintenance Area prior to the damage or destruction. In the event of a determination by an Owner not to rebuild the Residence, the Lot shall be landscaped and maintained in an attractive and well-kept condition by the Owner thereof. All such repair and restoration shall be completed within ninety (90) days unless otherwise approved by the Board.

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Order Date: 05-08-2023
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7.6 Condemnation Of A Residence. In the event of any taking of a Lot the Owner (and such Owner's Mortgagees as their interests may appear) of the Lot shall be entitled to receive the award for such taking and after acceptance thereof such Owner and such Owner's Mortgagee shall be divested of all further interest in the Lot Property and membership in the Association if such Owner shall vacate such Owner's Lot as a result of such taking. In such event said Owner shall grant his or her remaining interest in the Association Property appurtenant to the Lot so taken, if any, to the other Owners owning a fractional interest in the same Association Property such grant to be in proportion to the fractional interest in the Association Property then owned by each.

ARTICLE 8 RESERVED

ARTICLE 9 MAINTENANCE OBLIGATIONS

9.1 Maintenance Obligations of Owners. Subject to any provisions of the Governing Documents, each Owner shall maintain, repair and otherwise care for the maintenance, repair and replacement of the Owner's Residence and all Improvements situated within the Lot in a good condition. The Owner of each Lot shall water, weed, maintain and care for the landscaping located on his or her Lot, including any slopes located therein (other than that portion, if any, the maintenance of which is the responsibility of the Association, the Master Association, or a public maintenance assessment district) so that the same presents a neat and attractive appearance, free from weeds, trash and debris or erosion. Each Owner shall maintain, repair and otherwise care for the driveways, pathways and other hardscaping within the Front Yard Maintenance Area, but shall not be responsible to maintain the landscaping or irrigation facilities within the Front Yard Maintenance Area, which shall be maintained by the Association. Notwithstanding the foregoing, by accepting a deed to a Lot, each Owner acknowledges and agrees that all water used to irrigate the Front Yard Maintenance Area of each Lot shall be metered to each Lot. Each Owner shall promptly pay its water bill so as to assure continued water service to such Owner's Lot and shall not alter or modify the irrigation facilities installed in the Front Yard Maintenance Area in any manner without the written authorization of the Board. Each Owner shall also take reasonable measures to prevent damage to such Owner's Residence caused by the irrigation facilities in the Front Yard Maintenance Area of such Owner's Lot, including, without limitation, providing notice to the Association with respect thereto. No Owner shall interfere with or impede the Association or a public maintenance assessment district in connection with the maintenance of the Association Property.

9.2 Maintenance of Fences.

9.2.1 Master Association Maintenance. The Master Association shall have the obligation to maintain the exterior of the wrought iron fencing and concrete walls located on the outermost perimeter of the Development and shall repair and replace such fencing, as provided in the Master Declaration.

9.2.2 Association Maintenance. The Association shall have the obligation to maintain the side of any fencing facing any Springfield Association Property and shall repair and replace such fencing, as necessary.

9.2.3 Owner Maintenance Obligations. Each Owner shall have the obligation to maintain, repair and replace in a good condition of maintenance and repair the interior and exterior of all fencing surrounding such Owner's Lot, including, but not limited to, both sides of the side yard return fencing or walls bordering the Front Yard Maintenance

Area ("Side yard Return Fencing"), except for fences or walls to be maintained by the Master Association or the Association as provided above and any interior fences between two (2) Lots which shall be maintained as provided below. All fence replacements, other than minor maintenance (e.g., replacement of a few individual boards or one section of existing fence), must receive prior approval from the Architectural Review Committee, pursuant to Article 10, below. Any fence replacement shall be substantially identical to the original construction by the builder, unless otherwise allowed by any Architectural Rules of the Association. Replacement fences cannot be altered in height or moved from where they were originally placed by the builder.

Notwithstanding the preceding paragraph, block walls on Owners' Lots that back up to public roads owned and maintained by the City of Rocklin shall not be the responsibility of the Owner.

9.2.4 Interior Fencing Between Two Lots. For any fencing which separates two (2) Lots, each Owner shall have the obligation to maintain the interior of the fence and the Owners shall share, on an equitable basis, the cost of replacing such fencing. The Owner of each affected portion of the Property upon which a party wall or fence is located shall have a reciprocal non-exclusive easement to the Property immediately adjacent to the interior fence for the limited purpose and only to the extent necessary to maintain the party wall or fence.

9.2.5 Liability for Damage. Notwithstanding any other provision of this Section, an Owner who by his or her negligent or willful act causes a wall or fence within the Development to be damaged shall bear the whole cost of repairing such damage.

9.3 Maintenance Obligations of the Association. The Association shall be responsible for painting, planting, resurfacing, replacing, maintaining and repairing the Association Property, repairing, maintaining and replacing the landscaping and irrigation facilities within the Front Yard Maintenance Areas (except as provided in Section 7.5 hereof), and any other portions of the Development required to be maintained by the Association pursuant to the provisions of this Declaration in a good order, and repair subject to the provisions of this Declaration. The Association shall not be responsible for maintaining any portion of the Association Property to be maintained by the Master Association as provided in the Master Declaration or a Master Declaration of Annexation. All of such obligations shall be discharged when and in such manner as the Board determines in its judgment to be appropriate, provided that the Association shall conform with the requirements of any agreements entered into between Declarant and a Governmental Agency, relating to the Association Property.

9.4 Landscape and Irrigation Maintenance. The Association shall inspect, maintain and repair the landscaping, drainage and irrigation systems serving or within, and any Improvements constructed upon, the Association Property and Front Yard Maintenance Areas on a regular basis.

9.5 Failure to Maintain. In the event an Owner fails to maintain the areas and items as provided above or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and protect the value thereof, including, but not limited to, causing any modification to the Front Yard Maintenance Area on such Owner's Lot or the irrigation facilities thereon without the written authorization of the Board, or failure to pay such Owner's water bill or taking any other action which results in the cessation of water to be supplied for the irrigation of such Owner's Front Yard Maintenance Area, the Board may, but shall not be required to give written notice to such Owner, stating with particularity the work of maintenance or repair or other action by the Owner which the Board finds to be required and requesting that the same be carried out within a

period of thirty (30) days from the giving of such notice. In the event the Owner fails to carry out such maintenance or repair within the period specified by the notice, including but not limited to maintaining water and other utility services to the Lot, the Board may, in its discretion, cause such work or other action to be completed by any lawful means, including causing water to be turned on for Front Yard Maintenance Areas, and shall assess the cost thereof to such Owner as an Enforcement Assessment in accordance with the procedures set forth in this Declaration.

ARTICLE 10 ARCHITECTURAL CONTROL

10.1 Submission of Plans and Specifications. Except for Improvements made, or constructed by, or on behalf of, the Association, no exterior Improvements including without limitation Residences, buildings, walls, fences, awnings, exterior window coverings, walls, landscaping, spas, screens, doors, patio covers, or other structures of any kind, shall be commenced, located, erected, painted or maintained within the Development, nor shall any exterior addition to, or change, or alteration therein or alteration to the finished grade elevation, be made until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to (a) quality of workmanship and design, (b) harmony of external design in relation the nature and character of the Development and the Improvements thereon, (c) location in relation to surrounding structures, topography, finished grade elevation and (d) compliance with the provisions of the Declaration.

10.2 Establishment of Architectural Review Committee.

10.2.1 Except as provided in Sections 10.2.2 and 10.2.3 below, the Board shall appoint an Architectural Review Committee that shall consist of at least three (3) Members to be selected by the Board, who serve at the pleasure of the Board. The Board shall have the power, in its complete discretion and either with or without cause, to remove any member of the Architectural Review Committee. In the event of death, resignation or removal of any member of the Architectural Review Committee, the Board shall have the full authority to designate a successor.

10.2.2 The Board may, in its discretion, elect to act as the Architectural Review Committee without appointing the separate committee provided for in Section 10.2.1.

10.2.3 If a duly-constituted Architectural Review Committee is not in existence, or if the Board elects to act as the Architectural Review Committee, the Board shall act as the Architectural Review Committee in accordance with the terms of this Article.

10.3 Duties. It shall be the duty of the Architectural Review Committee to consider and act upon proposals or plans submitted to it, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

10.4 Meetings. The Architectural Review Committee may meet as necessary to properly perform its duties hereunder. Every act done or decision made by a majority of the members of the Architectural Review Committee shall be the act or decision of the Architectural Review Committee. The Architectural Review Committee shall keep and maintain a record of all actions taken by it at any meetings or otherwise. The Architectural Review Committee and its members may, at the discretion of the Board, be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Review Committee function.

10.5 Architectural Rules. The Architectural Review Committee may, from time to time, and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this article by setting forth the standards and procedures for Architectural Review Committee review and guidelines for architectural design, placement of Residences and other structures, color schemes, exterior finishes and materials, and similar features which are recommended for use in the Development; provided, however, that the Architectural Rules shall not be in derogation of the minimum standards required by this Declaration. The Architectural Rules may also impose limits on the days and hours of construction and impose any other restrictions and regulations which the Board deems appropriate to limit the impact of construction activities on the Residents. In its discretion, the Board may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

10.6 Application. Any Owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this article, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Architectural Review Committee or Board may require, including without limitation samples of proposed paints and other finish materials in such sizes and formats as the Committee or the Board may deem appropriate. In addition to any other remedies the Association may have, the Board may impose a fine against any Owner who fails to obtain the approval required by this article prior to proceeding with any Improvement, or any alteration to an existing Improvement, for which approval is required pursuant to this Article.

10.7 Expert Review. If at any time the Architectural Review Committee determines that it would be in the best interest of the community for an Owner-applicant to employ an architect, licensed building designer or engineer to design or review the structural integrity of any proposed Improvement or component thereof, the Committee shall so advise the Owner in writing of its determination, whereupon all plans and specifications so designated by the Architectural Review Committee must thereafter bear appropriate evidence of such preparation or review.

10.8 Grant of Approval. The Architectural Review Committee shall grant the requested approval only if:

10.8.1 The Owner shall have complied with the provisions of Section 10.1 and Section 10.6 above;

10.8.2 The Architectural Review Committee shall find that the plans and specifications (a) conform to both this Declaration and the Architectural Rules in effect at the time such plans were submitted to the Committee, unless a variance is granted from such Architectural Rules pursuant to Section 10.20; (b) will be in harmony with the external design of other structures and/or landscaping within the Development; and (c) will not interfere with the reasonable use and/or enjoyment of any other Lot Owner of his or her property; and

10.8.3 The Architectural Review Committee shall determine that the proposed Improvements would be consistent with the standards of the Development and the purposes of this Declaration as to quality of workmanship, design and materials, as to harmony of exterior design with the existing structures, and as to location with respect to topography and finished grade elevations.

10.9 Form of Approval. All approvals and denials of requests for approval shall be in writing except as provided in Section 10.10. The Architectural Review Committee may approve a request for

approval subject to the Owner's consent to any modifications made by the Architectural Review Committee. If the Owner does not consent to the modifications, the request for approval shall be deemed denied in its entirety. Any denial of a request for approval shall include (a) an explanation of why the request for approval was denied, and (b) a description of the procedure for Board review of the denial as set forth in this article and any applicable Architectural Rules.

10.10 Time for Architectural Review Committee Action. The Architectural Review Committee shall act on a request for approval within sixty (60) days from the date of receipt thereof by the Architectural Review Committee. Any request for approval which has not been acted on by the Architectural Review Committee within the preceding time frame shall be deemed approved. The Owner requesting approval shall have the burden of establishing the date of receipt of the request for approval by the Architectural Review Committee by evidence in the form of either a copy of such request for approval date-stamped by the Association or by certified mail provided by the U. S. Postal service acknowledging that such request for approval was delivered to the Association.

10.11 Board Review. This Section shall only apply if there is a duly organized Architectural Review Committee, and shall not apply if the Board is acting in the capacity of an Architectural Review Committee pursuant to Section 10.2.2 or Section 10.2.3. An Owner shall have a right to appeal the decision of the Architectural Review Committee to the Board, provided that such request shall be presented within forty-five (45) days from the date of the Architectural Review Committee's decision. If a review is conducted, (a) it shall take place during an open meeting of the Board, (b) the Board may affirm, reverse or modify the decision in its discretion and in accordance with the provisions of the Governing Documents, and (c) the Board shall notify the applicant in writing of the Board's decision within fifteen (15) days following the review.

10.12 Commencement. Upon receipt of approval by the Architectural Review Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all installation, construction, reconstruction, refinishing, alterations, and excavations pursuant to such approval, commencement to occur, in all cases, within ninety (90) days from the effective date of such approval or upon such later date as the Board and/or the Architectural Review Committee may in its discretion designate. If the Owner shall fail to comply with this paragraph, any approval previously given shall be deemed revoked unless the Board and/or the Architectural Review Committee, upon written request of the Owner made prior to the expiration of the time for commencement, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

10.13 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one year after commencing construction thereof (or in the case of projects under construction when this Declaration is Recorded, within one year after the date of Recordation), except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section, the Board shall proceed in accordance with the provisions of Section 10.16, below, as though the failure to complete the Improvements was a non-compliance with approved plans.

10.14 Inspection. Inspection of work and correction of defects therein shall proceed as follows:

10.14.1 Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any Improvements, or upon the completion of any other

work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Review Committee.

10.14.2 Within ninety (90) days after the receipt of such written notice, the Architectural Review Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was installed, constructed, reconstructed, altered, or refinished to substantial compliance with the approved plans. If the Architectural Review Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such ninety (90) day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance.

10.14.3 If the Owner has failed to remedy such non-compliance upon the expiration of the deadline, the Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing shall be noticed and conducted in accordance with Section 8.1.3 of the Bylaws.

10.14.4 At the hearing the Owner, the Architectural Review Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance, and, if so, the nature thereof. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period determined in the discretion of the Board. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may remove the non-complying Improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment. The Board may also levy a fine or take other enforcement action as it deems necessary.

10.14.5 If, for any reason, the Architectural Review Committee fails to notify the Owner of any non-compliance within ninety (90) days after receipt of a notice of completion from the Owner, the Improvement shall be deemed to be in accordance with the approved plans. The Owner shall have the burden of establishing the date of receipt of the notice of completion by the Architectural Review Committee by evidence in the form of either a copy of such notice date-stamped by the Association's office or by a certified mail provided by the U. S. Postal service acknowledging that such notice was delivered to the Association.

10.15 Non-Waiver. The approval by the Architectural Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Review Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

10.16 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Association by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Board shall Record an estoppel certificate, if permitted by the County of Placer, certifying (with respect to any Lot of such Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by such Owner comply with this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser

from the Owner, or from anyone deriving any interest in a Lot through him, shall be entitled to rely on such certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

10.17 Notice of Noncompliance. If any Improvements are installed within the Development that are not in conformance with this Declaration, the Association is authorized to Record a notice of noncompliance, if permitted by the County. The notice of noncompliance shall provide: (a) a legal description of the Lot affected, (b) the name of the record Owner as most recently reported to the Association, and (c) a description of the general nature of the noncompliance. If and when such Lot is brought into compliance with this Declaration, as determined by the Board, the Association shall issue and, if permitted by the County of Placer, record an estoppel certificate in accordance with Section 10.16. Each Owner of a Lot, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to the recordation of notices of noncompliance as set forth in this Section.

10.18 Liability. Neither the Board, the Architectural Review Committee nor any member or representative thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the Development; (d) the execution and filing of an estoppel certificate pursuant to Section 10.16, whether or not the facts therein are correct; provided, however, that the Architectural Review Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him; or (e) the execution and filing of a notice of noncompliance pursuant to Section 10.17, whether or not the facts therein are correct; provided, however, that the Architectural Review Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him. Without in any way limiting the generality of the foregoing, the Architectural Review Committee, the Board or any member or representative thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Review Committee. Every purchaser, by acquiring title to a Lot or portion thereof agrees not to bring any action or suit against the Board, the Architectural Review Committee, or their members or representatives seeking to recover any such damages.

10.19 Compliance with Governmental Requirements. The application to the Association, and the review and approval of any proposals, plans, or other submittals, shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the Board, the Architectural Review Committee, or their members as to the accuracy, efficacy, or sufficiency of such proposals, plans or other submittals.

10.20 Variances. The Board may grant reasonable variances in any procedures specified in this Article 10 in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardship, provided the following conditions are met:

10.20.1 The Board must make a good faith written determination that: (a) the requested variance does not constitute a material deviation from the overall plan and scheme of the Development or from any restriction contained in the Declaration or that the proposal allows the objectives of the violated restriction(s) to be substantially achieved despite noncompliance; or (b) that the variance relates to a restriction or requirement that is unnecessary or burdensome under the circumstances.

ARTICLE 11 ENFORCEMENT

11.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association, its officers, the Board or by any Owner. The Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.

11.2 Violation of Law. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any Property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

11.3 Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing the members of his or her household and his or her tenants, Contract Purchasers, contractors and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

11.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities, if any, or by abandonment of his or her Lot.

11.5 Rights and Remedies of the Association.

11.5.1 Enforcement Rights. The Association, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive. The Board shall not be obligated to take action to enforce a provision of the Governing Documents if, in the exercise of its discretion, the Board determines that acting to enforce the provision is not likely to foster or protect the interests of the Association and its Members as a whole.

11.5.2 Member Not In Good Standing. Upon a determination by the Board of Directors, after prior notice to the affected Member and an opportunity for a hearing, that such Member has violated any provision of the Governing Documents including a failure to pay any Assessment when due, the Board shall give notice in writing to such Member that he or she is deemed not to be a Member in Good Standing. Such Member shall be deemed to remain in that status until such time as the Board shall determine in writing that the violation which resulted in the Board's determination has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member shall again be deemed to be a Member in Good Standing of the Association. Such Member shall be so notified in writing with a copy given to the Secretary.

11.5.3 Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, Contract Purchasers, contractors, guests or invitees, the Board shall have the power to impose sanctions against the Owner. Such sanctions may include, without limitation, the imposition of fines and/or the suspension of an Owner's rights as a Member, including an Owner's voting rights or an Owner's right to use the recreational or community facilities, if any, on the Common Area. Except as provided in Section 11.7 below, imposition of sanctions shall be effective only after notice and an opportunity for hearing as provided in Section 8.1.3 of the Bylaws. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.9 of this Declaration as well as in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by the members of such Owner's household and such Owner's tenants, Contract Purchasers, guests, pets, or other invitees.

11.5.4 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 6 of this Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its Officers or Board of Directors, or by any Owner or by their respective successors in interest.

11.5.5 Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to Article 6 of this Declaration. The provisions of this Subsection shall not affect the Association's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

11.6 Disciplinary Rules. The Board or Rules Committee (appointed by the Board for that purpose) may adopt rules and regulations that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Association for violation of provisions of the Governing Documents. Such rules, when approved and adopted by the Board, shall be deemed to be a part of the Association Rules provided for in, and constituting a part of, the Governing Documents.

11.7 Emergency Situations: The following shall constitute emergency situations: (a) an immediate and unreasonable threat to the safety of Residents of the Development, (b) a traffic or fire hazard, or (c) a threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct that constitutes an emergency situation, the Association may undertake immediate corrective or

disciplinary action. Hearings with respect to such corrective or disciplinary action shall be in accordance with Section 8.1.3.5 of the Bylaws.

11.8 Alternative Dispute Resolution. Compliance with California Civil Code Sections 1369.510 through 1369.590 and Civil Code Sections 1363.810 through 1363.850 shall be required with respect to any dispute subject to such Sections.

11.9 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

11.10 Notices. Any notices required or given under this article shall conform to Section 8.1.3 of the Bylaws.

11.11 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Member or members of his or her household or his or her tenants, Contract Purchasers, guests, invitees or household pets have violated any provision of the Governing Documents, and whether or not legal or judicial proceedings are initiated, the prevailing party shall be entitled to recover the full amount of all costs incurred, including attorneys' fees, in responding to such a violation and/or in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, without limitation, the imposition of a Reimbursement Assessment as provided in Section 6.8 of this Declaration.

11.12 Indemnification. Each Owner, by acceptance of his or her deed, agrees for himself or herself and for the members of his or her household, his or her Contract Purchasers, tenants, guests or invitees, to (a) indemnify each and every other Owner for, (b) to hold each and every other Owner harmless from, and (c) to defend each and every other Owner against, any claim of any person for personal injury or property damage occurring within the Lot of such Owner, except that such Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Lot or is fully covered by insurance.

ARTICLE 12 AGE-RESTRICTED HOUSING

12.1 Age-Restricted Housing. The Development is a senior citizen housing development that is intended to qualify as "housing for older persons" exempt from the age restriction prohibition contained in the Fair Housing Amendments Act of 1988 (the "Act") and as a Senior Citizen Housing Development under Section 51.3 of the California Civil Code (the "Civil Code"). In order to satisfy the requirements of the Act and the Civil Code, the Association shall:

12.1.1 use its best efforts to provide significant facilities and services specifically designed to meet the physical or social needs of persons 55 years of age or older; and

12.1.2 publish and adhere to rules, policies and procedures which demonstrate an intent by the Association to provide housing for persons 55 years of age or older.

The requirements contained in this Section 12.1 are intended to comply with the exemption requirements under the Act, the Civil Code, and the regulations issued thereunder. If the Act, the Civil Code or the regulations are amended, modified or repealed, the provisions of this Article 12 automatically shall be amended, modified, or repealed in the same manner.

A determination as to whether the Development has sufficient "accommodations designed to meet the physical and social needs of senior citizens" in order to qualify for the exemption is a subjective determination. As a result, neither Declarant nor the Association represents or warrants that the Development will contain either the type or amount of "accommodations designed to meet the physical and social needs of senior citizens" needed to qualify for the exemption, and neither Declarant nor the Association, nor any of their respective agents, shall be liable to any person if a final determination is made that the Development does not have "accommodations designed to meet the physical and social needs of senior citizens" as required in the Civil Code.

12.2 Age Restrictions. Each Residence, if occupied, must be occupied by at least one (1) Qualifying Resident, a person 55 years of age or older. All other persons occupying a Residence shall be Qualified Permanent Residents as defined in California Civil Code Sections 51.3(b)(2) and (b)(3) (as such Sections may be amended from time to time), and shall mean either of the following:

12.2.1 A person who meets both of the following requirements:

12.2.1.1 Was residing with the Qualifying Resident or Senior Citizen prior to death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident or Senior Citizen; and

12.2.1.2 Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Qualifying Resident or Senior Citizen. "Co-habitants" are two persons who live together as husband and wife, or persons who are domestic partners within the meaning of Section 297 of the California Family Code.

12.2.2 A disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in paragraph (2) who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subsection (b) of Section 54. A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in subsection (b) of Section 54.

The Qualifying Resident and Qualified Permanent Resident may have as guests persons under fifty-five (55) years of age for periods of time, up to sixty (60) days total for each such guest in any calendar year. Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the Qualifying Resident, any Qualified Permanent Resident shall be entitled to continue his or her occupancy, residency or use of the Lot; provided, however, that the Board determines that such continued occupancy shall not result in less than eighty percent (80%) of the Lots being occupied by at least one Qualifying Resident. This Section is intended to comply with the Civil Code and the Act, as they may be amended from time-to-time.

ARTICLE 13 AMENDMENT

13.1 Amendments by Members. This Declaration may be amended by the affirmative vote or written consent of Members representing at least an Absolute Majority. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officers of the Association and shall be Recorded.

13.2 Amendments by Board. The Board of Directors may, without the approval of the Members, amend any part of this Declaration to the limited extent necessary to comply with the lending requirements of any federally chartered lending institution or to comply with a mandatory change in applicable federal, state or local legislation.

Certain provisions of this Declaration reflect legal requirements prescribed by Federal law, California law, and other governmental statutes and regulations. In the event that any such laws, statutes or regulations are amended, revoked, or supplemented, the Board of Directors may, by the affirmative vote of a majority of the directors present at a meeting at which a quorum has been established, amend the Declaration to reflect the underlying law, statute or regulation. The purpose of this provision is to provide the Members with notice of current legal requirements which affect their rights and obligations as they pertain to their Lot and membership within the Association.

The Board of Directors may, by the affirmative vote of a majority of the directors present at a meeting at which a quorum has been established, restate the Declaration when it has been properly amended pursuant to this Article. Any such restatement shall supersede any prior declarations and amendments in their entirety, but shall not affect the priority of any previous declarations or amendments in the chain of title to all Properties within the Development as established by the initial date of recordation of the original declaration for the Development. Such restatement may also:

- (a) Add, delete, or rearrange the text of the Declaration to maintain consistency with any amendments including, but not limited to, altering the title and numbering of the restatement;
- (b) Delete material that is no longer legally effective;
- (c) Add text which indicates that the Board of Directors has authorized the restatement and otherwise describes the background of the Development and the restatement process, and
- (d) Correct any errors or inaccuracies in the Declaration, including but not limited to, the legal description of the properties in the Development.

ARTICLE 14 GENERAL PROVISIONS

14.1 Golf Course. The provisions of the Master Declaration relating to the Golf Course are hereby incorporated by reference as if fully set forth herein and each Owner, by acceptance of a deed, acknowledges it has read, revised, approved, and agrees to be bound by such provisions.

14.2 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

14.3 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

14.4 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

14.5 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.

14.6 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Lot.

14.7 Annexation of Additional Real Property. Additional real property may be annexed to the Development and such additional real property may become subject to, and brought within the general plan of, this Declaration and the jurisdiction of the Association upon the approval by vote or written consent of a majority of the Board of Directors.

14.7.1 Subject to the provisions of Section 14.7.2, upon the recording of a Notice of Annexation in conformance with Section 14.7.2, all provisions contained in this Declaration will apply to the real property described in such Notice of Annexation (the "Annexed Territory") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the Annexed Territory will be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the Annexed Territory, as well as within the property originally subject to this Declaration, will be the same as if the Annexed Territory were originally covered by this Declaration. The Assessments on the Annexed Territory shall commence on the first (1st) day of the month following the recordation of the Notice of Annexation or at such other time agreed to by the Board and specified in the Notice of Annexation.

14.7.2 The additions authorized under this Section must be made by recording a Notice of Annexation, or other similar instrument with respect to the Annexed Territory ("Notice of Annexation") which will extend the general plan of this Declaration to such Annexed Territory. The Notice of Annexation must be signed by (a) at least two (2) officers of the Association to certify that the requisite Member approval under this Section was obtained, and (b) by the record owner(s) of the property comprising the Annexed Territory. The recordation of a Notice of Annexation effectuates the annexation of the Annexed Territory described therein, and thereupon such Annexed Territory will constitute a part of the Development, become subject to this Declaration and encompassed within the general plan of covenants, conditions, restrictions, reservation of easements, and equitable servitudes contained herein, and become subject to the Association's functions, powers and jurisdiction and the Owners of Lots in the Annexed Territory will automatically become Members. Such Notice of Annexation may contain a supplemental declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Territory, and as are not inconsistent with the general plan of this Declaration. In no event, however, may such Notice of Annexation or supplemental declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by this Declaration as the same pertain to the real property originally covered by this Declaration.

14.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall

run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Lots and the Common Area, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of Recordation of this Declaration. Thereafter the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial thirty (30) year term or any ten (10) year extension period a written instrument, approved by at least an Absolute Majority, terminating the effectiveness of this Declaration is Recorded.

Order: MYLG72JG8
Address: 4317 Newland Heights Dr
Order Date: 05-08-2023
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IN WITNESS WHEREOF, Members of SPRINGFIELD AT WHITNEY OAKS HOMEOWNERS ASSOCIATION, consisting of not less than sixty-seven percent (67%) of the total voting power, hereby affirm, approve, and adopt this First Restated Declaration of Covenants, Conditions and Restrictions of Springfield at Whitney Oaks pursuant to Article XIV, Section 14.2 of the Original Declaration by means of the signatures of the President and Secretary of the Association.

DATED: August 6, 2013

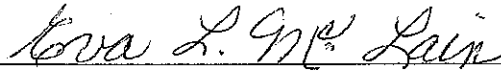
SPRINGFIELD AT WHITNEY OAKS
HOMEOWNERS ASSOCIATION,
a California nonprofit
mutual benefit corporation



WILLIAM H. JARRETT

, President

(Print Name)



EVA L. MC LAIN

, Secretary

(Print Name)

STATE OF CALIFORNIA

COUNTY OF PLACER

On August 6, 2013 before me, Norman Bartell, the undersigned notary public, personally appeared Eva L. McLain and William H. Jarrett proved to me on the basis of satisfactory evidence to be the person or persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures or the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and seal.

Norman Bartell

NOTARY PUBLIC



Document : Springfield CC&Rs

Order: MYLG72JG8
Address: 4317 Newland Heights Dr
Order Date: 05-08-2023
Document not for resale
HomeWiseDocs

Exhibit "A"

All that real property in the City of Rocklin, County of Placer, State of California, described as follows:

1. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase I, Parcel 8, Unit 8A" filed for record on February 8, 1999 in Book V of Maps, Page 27, Placer County Records.
2. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase I, Parcel 8, Unit 8B" filed for record on March 12, 1999 in Book V of Maps, Page 32, Placer County Records.
3. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Unit 9A" filed for record September 5, 1997 in Book U of Maps, Page 11, Placer County Records.
4. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Unit 9B" filed for record on October 30, 1997 in Book U of Maps, Page 30, Placer County Records
5. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase I, Parcel 10, Unit 10" filed for record on September 14, 1998 in Book U of Maps, Page 96, Placer County Records.
6. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Unit 24A" filed for record on December 22, 1997 in Book U of Maps, Page 46, Placer County Records.
7. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Unit 24B" filed for record on December 22, 1997 in Book U of Maps, Page 47 Placer County Records.
8. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 2A, Parcel 36, Unit 25" filed for record on August 7, 1998 in Book U of Maps, Page 91, Placer County Records.
9. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 2B, Parcel 38, Unit 26" filed for record on July 23, 1999 in Book V of Maps, Page 64, Placer County Records.
10. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 2B, Parcel 39, Unit 27 A" filed for record on April 13, 2000 in Book W of Maps, Page 26, Placer County Records.
11. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 2B, Parcel 39B, Unit 27B" filed for record on July 19, 2000 in Book W of Maps, Page 41, Placer County Records.
12. All the property lying within the exterior boundaries as shown on the plat of "Whitney

Oaks Phase 2B, Parcel 40, Unit 28A" filed for record on September 10, 1999 in Book V of Maps, Page 84, Placer County Records.

13. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 2B, Parcel 40, Unit 28B" filed for record on August 17, 2000 in Book W of Maps, Page 48, Placer County Records.
14. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 2B, Parcel 41, Unit 29" filed for record on October 23, 2000 in Book W of Maps, Page 73, Placer County Records.
15. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 3, Parcel 64, Unit 31" filed for record on June 22, 2001 in Book X of Maps, Page 25, Placer County Records.
16. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 3, Parcel 65, Unit 32", filed for record on June 22, 2001 in Book X of Maps, Page 26, Placer County Records.
17. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 3, Parcel 74, Unit 41" filed for record on April 12, 2002 in Book Y of Maps, Page 7, Placer County Records.
18. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oak Phase 3, Parcel 75, Unit 42" filed for record on November 2, 2001 in Book X of Maps, Page 78, Placer County Records.
19. All the property lying within the exterior boundaries as shown on the plat of "Whitney Oaks Phase 3, Parcel 76, Unit 43" filed for record on November 2, 2001 in Book X of Maps, Page 79, Placer County Records.



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2003-0051131

Thursday, APR 03, 2003 12:29:04
NOC \$0.00

Ttl Pd \$0.00

Nbr-0000819040

rec/R2/1-10

RECORDING REQUESTED BY:
And Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

**GRANT OF OPEN SPACE AND
CONSERVATION EASEMENT WITH COVENANTS
(HILLSIDE AND BLUFF PROTECTION)
WHITNEY OAKS PHASE 2B, PARCEL 40, UNIT 28A
LOTS 650 and 651**

1. PC/BRE Whitney Oaks L.L.C., a Delaware Limited Liability Company (“Grantor”), hereby grant to the City of Rocklin, a municipal corporation, (“Grantee”) a perpetual open space and conversation easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibits “A1 and A2,” attached hereto and incorporated by reference herein (“Open Space Property”). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

2. Grantor and Grantee recognize that the Open Space Property has significant value and that this value will add to the public’s enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the Open Space Property in a condition that preserves its significant topographic features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the Open Space Property be so kept, Grantor shall not:

a. Place, erect, construct, or maintain any improvement on the Open Space Easement Property, including but not limited to fencing, except open-type fencing approved as to the type by the Community Development Director and as referenced in Specific Plan Use Permit SPU-2000-02 on file with the City of Rocklin.

Page 1 of Exhibit A
to Reso. No. 2003-70

Order: MYLG72JG8
Address: 4317 Newland Heights Dr
Order Date: 05-08-2023
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ee

b. Cut, remove, or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention, erosion control, thinning or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 3.c. of this easement.

c. Enter upon the surface to mine, extract, or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove, or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property.

d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property pursuant to Government Code section 51080;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for fire prevention, elimination of diseased growth or similar preventative measures; and

f. Permit any advertising of any kind to be located on any portion of the Open Space Property.

3. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:

a. The right to maintain all existing landscaping and terrain in its present condition;

b. The right to exclude members of the public from trespassing upon the Open Space Property;

c. The right to cover the site with soil and landscaping subject to the prior approval of the Rocklin Community Development Director, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property in its natural state; and

d. The right to install underground drainage, utility, and similar lines and facilities, subject to the prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the Open Space Property and to restore and re-vegetate the Open Space Property to its natural state to the Director's satisfaction.

4. Grantor hereby grants Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purposes of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions, or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.

5. Grantor hereby waives for himself, his successors and assigns, all reimbursement or compensation for any improvements located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition, to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the Open Space Property for fire and flood prevention, fire fighting, flood abatement and rodent and/or pest extermination.

6. The granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.

7. The sole purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property thereby preserving its topographical features.

8. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.

9. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them shall run with the land. Each of the stated purposes, terms, conditions, restrictions, and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

10. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties herein or any of the terms contained herein the prevailing party shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, if any.

Dated: March 6, 2003

GRANTOR:

**PC/BRE Whitney Oaks L.L.C., a
Delaware Limited Liability Company**

By: 

(Signature)

Michael T. Pavik

(Type Name)

Director - Land Development

(Type Title) Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

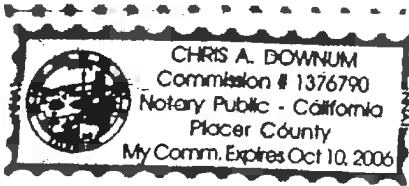
COUNTY OF PLACER)

On March 6, 2003, before me, Chris A. Downum, Notary Public, personally appeared

MICHAEL T. PAVIK

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(SEAL)

WITNESS my hand and official seal.

My Commission Expires: October 10, 2006

Chris A Downum

(SIGNATURE OF NOTARY)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Grant of Open Space and Conservation Esmt

NUMBER OF PAGES 8 DATE OF DOCUMENT March 6, 2003

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

EXHIBIT "A"

OPEN SPACE PROPERTY LEGAL DESCRIPTION

EXHIBIT "A1"**OPEN SPACE AND CONSERVATION EASEMENT**

A portion of Lots 650 and 651, as said Lots are shown on that final map entitled "Whitney Oaks Phase 2B, Parcel 40, Unit 28A", filed in Book V of Maps at Page 84, of the Records of Placer County; and located in Section 7, Township 11 North, Range 7 East, Mount Diablo Meridian, City of Rocklin, County of Placer, State of California; said portion being more particularly described as follows:

Beginning at a point from which the southerly most corner of said Lot 650 bears South 52°35'44" East, a distance of 32.52 feet; thence from the **TRUE POINT OF BEGINNING** North 52°35'44" West, a distance of 38.69 feet; thence North 73°44'17" East, a distance of 8.87 feet to the point of a non tangent curve to the left, of which the radius point lies North 53°11'12" West, a radial distance of 693.00 feet; thence northeasterly along the arc, through a central angle of 25°01'50", a distance of 302.75 feet to the point of a non tangent curve to the right, of which the radius point lies South 78°48'05" West, a radial distance of 138.12 feet; thence southerly along the arc, through a central angle of 22°32'46", a distance of 54.35 feet to a point of compound curve to the right having a radius of 942.72 feet and a central angle of 05°41'52"; thence southerly along the arc, a distance of 93.75 feet; thence South 22°30'47" West, a distance of 68.22 feet; thence South 29°36'39" West, a distance of 105.65 feet to the **POINT OF BEGINNING**.
Containing 6,598 square feet, more or less.

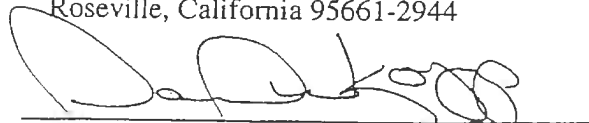
END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100

Roseville, California 95661-2944



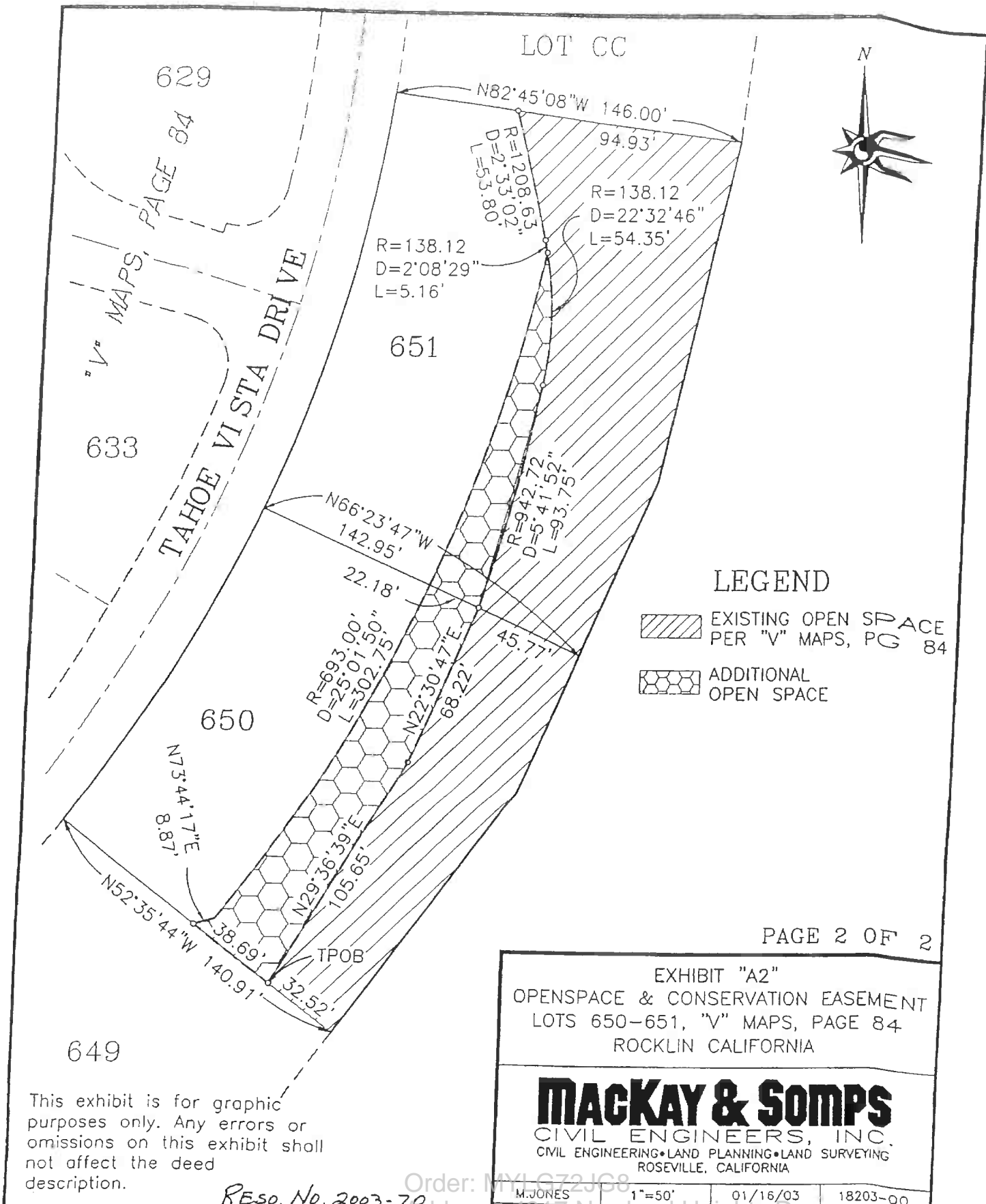
David W. Kopp, P.L.S. 4533

License Exp. Date: 12-31-06



Date: 3/11/2003



Reso. No. 2003-70



LEGEND

-  EXISTING OPEN SPACE PER "V" MAPS, PAGE 84
-  ADDITIONAL OPEN SPACE

PAGE 2 OF 2

EXHIBIT "A2"
 OPENSACE & CONSERVATION EASEMENT
 LOTS 650-651, "V" MAPS, PAGE 84
 ROCKLIN CALIFORNIA

MACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 ROSEVILLE, CALIFORNIA

| | | | |
|----------------------------|--------|----------|----------|
| Order: MYL072JG8 | 1"=50' | 01/16/03 | 18203-00 |
| Address: New River Heights | SCALE | DATE | JOB NO. |
| Drawn by: M. JONES | | | |

RESO. No. 2003-70

This exhibit is for graphic purposes only. Any errors or omissions on this exhibit shall not affect the deed description.



PLACER, County Recorder
 JIM MCCAULEY Co Recorder Office
DOC- 2003-0051132

Thursday, APR 03, 2003 12:29:11

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000819042

rec/R2/1-11

RECORDING REQUESTED BY:
 And Return to:

City Clerk
 City of Rocklin
 3970 Rocklin Road
 Rocklin, CA 95677

**GRANT OF OPEN SPACE AND
 CONSERVATION EASEMENT WITH COVENANTS
 (HILLSIDE AND BLUFF PROTECTION)
 WHITNEY OAKS PHASE 2B, PARCEL 40, UNIT 28B
 LOTS 772-779**

1. PC/BRE Whitney Oaks L.L.C., a Delaware Limited Liability Company ("Grantor"), hereby grant to the City of Rocklin, a municipal corporation, ("Grantee") a perpetual open space and conversation easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibits "A1 and A2," attached hereto and incorporated by reference herein ("Open Space Property"). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

2. Grantor and Grantee recognize that the Open Space Property has significant value and that this value will add to the public's enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the Open Space Property in a condition that preserves its significant topographic features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the Open Space Property be so kept, Grantor shall not:

a. Place, erect, construct, or maintain any improvement on the Open Space Easement Property, including but not limited to fencing, except open-type fencing approved as to the type by the Community Development Director and as referenced in Specific Plan Use Permit SPU-2000-02 on file with the City of Rocklin.

Page 1 of Exhibit A
 To Reso. No. 2003-71

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b. Cut, remove, or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention, erosion control, thinning or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 3.c. of this easement.

c. Enter upon the surface to mine, extract, or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove, or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property.

d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property pursuant to Government Code section 51080;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for fire prevention, elimination of diseased growth or similar preventative measures; and

f. Permit any advertising of any kind to be located on any portion of the Open Space Property.

3. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:

a. The right to maintain all existing landscaping and terrain in its present condition;

b. The right to exclude members of the public from trespassing upon the Open Space Property;

c. The right to cover the site with soil and landscaping subject to the prior approval of the Rocklin Community Development Director, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property in its natural state; and

d. The right to install underground drainage, utility, and similar lines and facilities, subject to the prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the Open Space Property and to restore and re-vegetate the Open Space Property to its natural state to the Director's satisfaction.

4. Grantor hereby grants Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purposes of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions, or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.

5. Grantor hereby waives for himself, his successors and assigns, all reimbursement or compensation for any improvements located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition, to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the Open Space Property for fire and flood prevention, fire fighting, flood abatement and rodent and/or pest extermination.

6. The granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.

7. The sole purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property thereby preserving its topographical features.

8. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.

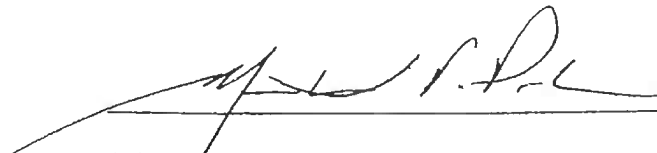
9. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them shall run with the land. Each of the stated purposes, terms, conditions, restrictions, and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

10. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties herein or any of the terms contained herein the prevailing party shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, if any.

Dated: March 6, 2003

GRANTOR:

**PC/BRE Whitney Oaks L.L.C., a
Delaware Limited Liability Company**



(Signature)

Michael T. Pavik

(Type Name)

Director - Land Development

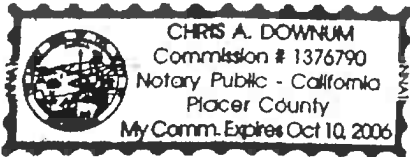
(Type Title) Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF PLACER)

On March 6, 2003, before me, Chris A. Downum, Notary Public, personally appeared
MICHAEL T. PAVIK

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

My Commission Expires: October 10, 2006

Chris A Downum

(SEAL)

(SIGNATURE OF NOTARY)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Grant of Open Space and Conservation Esmt.

NUMBER OF PAGES 9 DATE OF DOCUMENT March 6, 2003

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

EXHIBIT "A"

OPEN SPACE PROPERTY LEGAL DESCRIPTION

EXHIBIT "A1"

OPEN SPACE AND CONSERVATION EASEMENT

A portion of Lots 772 through 779 inclusive, as said Lots are shown on that final map entitled "Whitney Oaks Phase 2B, Parcel 40, Unit 28B, filed in Book W of Maps at Page 48, of the Records of Placer County; and located in Section 7, Township 11 North, Range 7 East, Mount Diablo Meridian, City of Rocklin, County of Placer, State of California; said portion being more particularly described as follows:

Beginning at a point from which the southerly most corner of said Lot 779 bears South 64°12'36" East, a distance of 61.09 feet; thence from the **TRUE POINT OF BEGINNING**; North 64°12'36" West, a distance of 27.06 feet to the point of a non tangent curve to the right, of which the radius point lies South 64°12'36" East, a radial distance of 257.00 feet; thence northeasterly along the arc, through a central angle of 15°23'19", a distance of 69.03 feet; thence North 41°10'43" East, a distance of 191.78 feet; thence North, a distance of 0.00 feet to the point of a non tangent curve to the left, of which the radius point lies North 48°42'03" West, a radial distance of 493.00 feet; thence northeasterly along the arc, through a central angle of 10°19'35", a distance of 88.85 feet; thence North 30°58'21" East, a distance of 164.16 feet to a point of curve to the left having a radius of 1,343.00 feet and a central angle of 22°29'26"; thence northerly along the arc a distance of 527.17 feet to a point of compound curve to the left having a radius of 5.00 feet and a central angle of 89°35'16"; thence northwesterly along the arc, a distance of 7.82 feet; thence North 81°06'21" West, a distance of 70.05 feet to the point of a non tangent curve to the left, of which the radius point lies North 81°46'00" West, a radial distance of 1,268.00 feet; thence northerly along the arc, through a central angle of 00°50'23", a distance of 18.58 feet; thence South 82°55'14" East, a distance of 103.22 feet; thence South 09°39'37" West, a distance of 135.81 feet; thence South 16°23'02" West, a distance of 129.84 feet; thence South 20°49'29" West, a distance of 135.22 feet; thence South 27°13'21" West, a distance of 140.66 feet; thence South 31°39'19" West, a distance of 134.29 feet; thence South 30°45'16" West, a distance of 97.56 feet; thence South 41°10'28" West, a distance of 45.48 feet; thence continue southwestwardly along said line, a distance of 125.61 feet; thence South

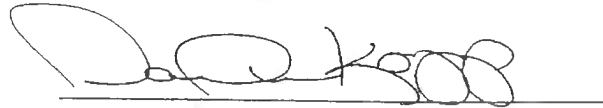
40°55'45" West, a distance of 82.70 feet; thence South 31°54'26" West, a distance of 49.29 feet to the POINT OF BEGINNING.
Containing 31,047 square feet, more or less.

END OF DESCRIPTION.

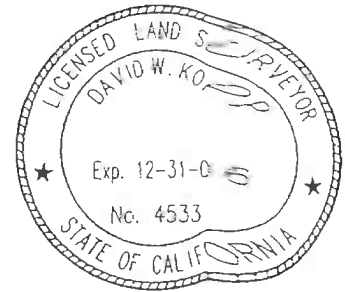
DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100
Roseville, California 95661-2944



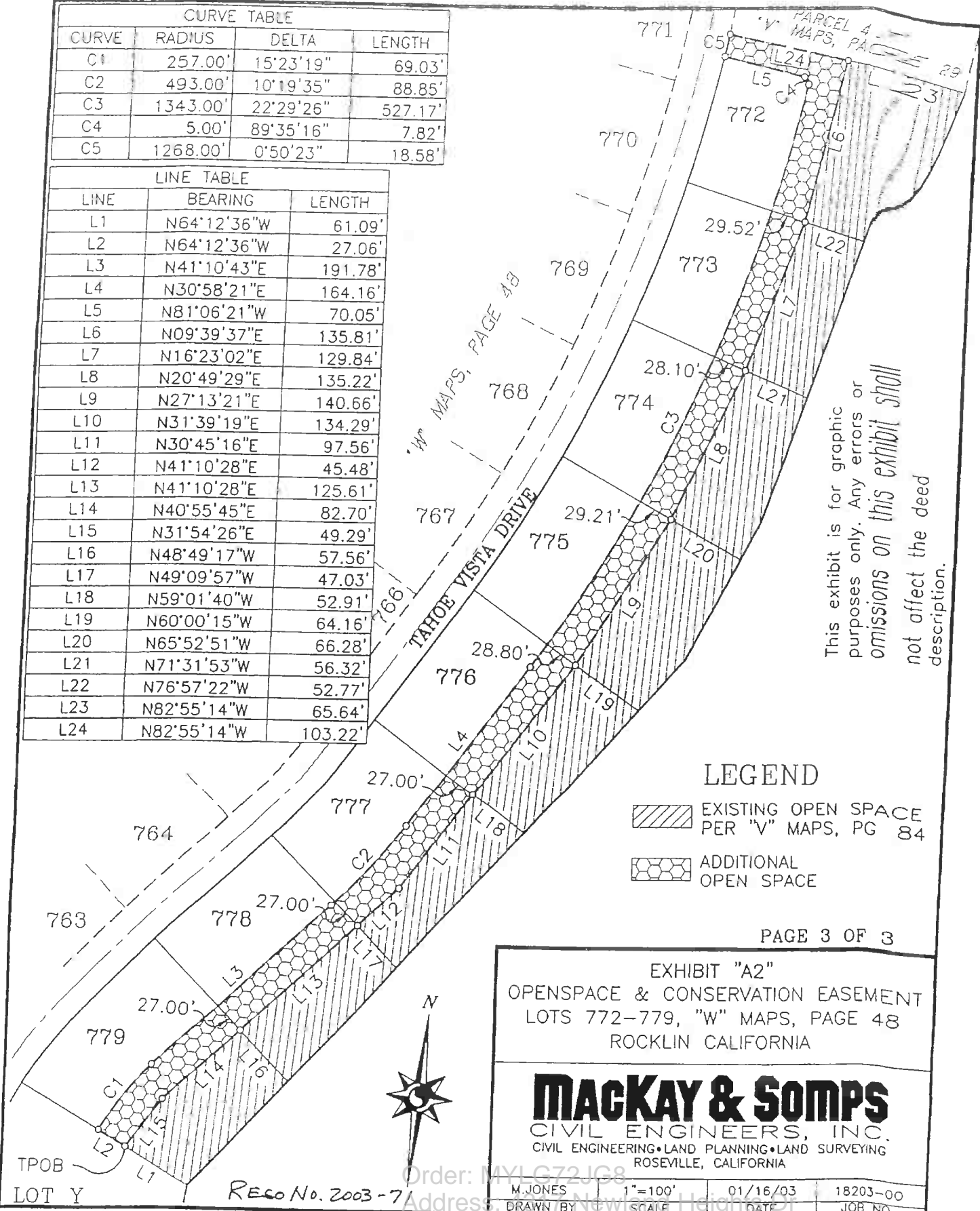
David W. Kopp, P.L.S. 4533
License Exp. Date: 12-31-06
Date: 3/11/2003



RESO. NO. 2003-71

| CURVE TABLE | | | |
|-------------|----------|-----------|---------|
| CURVE | RADIUS | DELTA | LENGTH |
| C1 | 257.00' | 15°23'19" | 69.03' |
| C2 | 493.00' | 10°19'35" | 88.85' |
| C3 | 1343.00' | 22°29'26" | 527.17' |
| C4 | 5.00' | 89°35'16" | 7.82' |
| C5 | 1268.00' | 0°50'23" | 18.58' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | N64°12'36"W | 61.09' |
| L2 | N64°12'36"W | 27.06' |
| L3 | N41°10'43"E | 191.78' |
| L4 | N30°58'21"E | 164.16' |
| L5 | N81°06'21"W | 70.05' |
| L6 | N09°39'37"E | 135.81' |
| L7 | N16°23'02"E | 129.84' |
| L8 | N20°49'29"E | 135.22' |
| L9 | N27°13'21"E | 140.66' |
| L10 | N31°39'19"E | 134.29' |
| L11 | N30°45'16"E | 97.56' |
| L12 | N41°10'28"E | 45.48' |
| L13 | N41°10'28"E | 125.61' |
| L14 | N40°55'45"E | 82.70' |
| L15 | N31°54'26"E | 49.29' |
| L16 | N48°49'17"W | 57.56' |
| L17 | N49°09'57"W | 47.03' |
| L18 | N59°01'40"W | 52.91' |
| L19 | N60°00'15"W | 64.16' |
| L20 | N65°52'51"W | 66.28' |
| L21 | N71°31'53"W | 56.32' |
| L22 | N76°57'22"W | 52.77' |
| L23 | N82°55'14"W | 65.64' |
| L24 | N82°55'14"W | 103.22' |



This exhibit is for graphic purposes only. Any errors or omissions on this exhibit shall not affect the deed description.

LEGEND

- EXISTING OPEN SPACE PER "V" MAPS, PG 84
- ADDITIONAL OPEN SPACE

PAGE 3 OF 3

EXHIBIT "A2"
 OPENSOURCE & CONSERVATION EASEMENT
 LOTS 772-779, "W" MAPS, PAGE 48
 ROCKLIN CALIFORNIA

MACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 ROSEVILLE, CALIFORNIA



RECO No. 2003-71

| | | | |
|----------|---------|----------|----------|
| M. JONES | 1"=100' | 01/16/03 | 18203-00 |
| DRAWN BY | SCALE | DATE | JOB NO. |