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**WOODBIDGE RANCH ASSOCIATION**  
c/o BAYDALINE & JACOBSEN LLP  
895 University Avenue  
Sacramento, CA 95825  
Attn: Rod A. Baydaline, Esq.

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**SECOND RESTATED DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**OF**  
**WOODBIDGE RANCH**



PLACER, County Recorder

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**SECOND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
WOODBIDGE RANCH**

This Second Restated Declaration of Covenants, Conditions, and Restrictions of WoodBridge Ranch is made by the WoodBridge Ranch Association, a California nonprofit mutual benefit corporation (the "Association").

**RECITALS**

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A. The Association is an "association", as that term is defined in California Civil Code Section 4080 which has been created to manage the common interest development located in Sacramento County and Placer County, State of California commonly known as the WoodBridge Ranch (the "Development") and more particularly described on attached **Exhibit "A"**.

B. The original developers of the Development, Prospect Properties, Inc., a California corporation (the "Declarant"), executed a document entitled Declaration of Covenants, Conditions, and Restrictions which was recorded: (a) on July 3, 1978, as Instrument No. 101881, in Book 78-07-03, at Page 201 et seq., in the Official Records of Sacramento County, California; and (b) on June 25, 1985, as Instrument No. 23278, in Book 2827, at Page 234 et seq., in the Official Records of Placer County, California (the "Original Declaration").

C. The Original Declaration was restated by documents entitled: (a) First Restated Declaration of Covenants, Conditions and Restrictions of WoodBridge Ranch, recorded on August 8, 2002, in Book 20020808, at Page 0221 et seq., in the Official Records of Sacramento County, California, and was re-recorded to attach Exhibit "B" as First Restated Declaration of Covenants, Conditions and Restrictions of WoodBridge Ranch, recorded on October 8, 2002, in Book 20021008, at Page 1053 et seq., in the Official Records of Sacramento County, California; and (b) First Restated Declaration of Covenants, Conditions and Restrictions of WoodBridge Ranch, recorded on October 10, 2002, as DOC-2002-0123318, in the Official Records of Placer County, California (the "Restated Declaration").

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

E. Members of the Association holding at least a majority of the total voting power of the Association desire to amend, restate and supersede the First Restated Declaration pursuant to Article 11 of the First Restated Declaration.

**NOW, THEREFORE**, it is hereby declared as follows:

1. The Restated 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 4175.



3. 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.

4. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes as provided in California Civil Code Section 5975, 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 Architectural Control Committee or "Committee". "Architectural Control Committee" or "Committee" shall mean the committee created pursuant to Article 9 of this Declaration.

1.4 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 9.5, below.

1.5 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.

1.6 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:

1.6.1 Regular Assessments, which shall have the meaning set forth in Section 6.5, below.

1.6.2 Enforcement Assessments, which shall have the meaning set forth in Section 6.8, below.

1.6.3 Reimbursement Assessments, which shall have the meaning set forth in Section 6.7, below.

1.6.4 Special Assessments, which shall have the meaning set forth in Section 6.6, below.

1.7 Association. "Association" shall mean the WoodBridge Ranch Association, a California non-profit mutual benefit corporation, its successors and assigns.

1.8 Association Rules. "Association Rules" shall mean rules and regulations regulating the use and enjoyment of the Common Area which may be adopted by the Board from time to time.

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

1.10 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.

1.11 Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners in the Development excluding the Lots, which includes, without limitation:

1.11.1 Lot A, lot B, lot C, lot D, lot E and lot G, as shown on the Unit 1 Map.

1.11.2 Lot H, lot I, lot J and lot K, as shown on the Unit 2 Map.

1.11.3 Lot L, lot M and lot N, as shown on the Unit 3 Map.

1.11.4 Lot A as shown on the Unit 5A Map.

1.11.5 Parcel 3 as shown on the "Certificate of Compliance – Parcel Map Waiver" recorded on December 20, 2001, in Book 20011220, Page 1489 et seq., in the Official Records of Sacramento County, California (the "Certificate of Compliance").

1.12 Common Expenses. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Project and any reasonable reserve for such purposes as found and determined by the Board and all sums designated Common Expenses by or pursuant to the Project Documents.

1.13 Common Facilities. "Common Facilities" shall mean all facilities constructed or installed, if any, or to be constructed or installed, or currently located on the Common Area and owned by the Association. 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.

1.14 County. "County" shall mean Sacramento County, California or Placer County, California, as applicable.

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

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

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

1.18 Governing Documents or Project Documents. "Governing Documents" or "Project Documents" shall mean the Articles, Bylaws, Declaration, Association Rules (including the Architectural Rules), Election Rules and the policies and resolutions duly adopted by the Board and distributed to the Members.

1.19 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.

1.20 Lot. "Lot" shall mean any plot of land shown upon any Subdivision Map, with the exception of the Common Area.

1.21 Map or Subdivision Map. "Map" or "Subdivision Map" shall mean any Recorded subdivision map for any portion of the Development including, without limitation, the following maps:

1.21.1 The map entitled "WoodBridge Ranch Unit No. 1", filed in the office of the County recorder of Sacramento County, on March 7, 1978, in Book 119 of Maps, Map No. 1 (the "Unit 1 Map").

1.21.2 The map entitled "WoodBridge Ranch Unit No.2", filed in the office of the County recorder of Sacramento County, on July 17, 1980, in Book 141 of Maps, Map No. 15 (the "Unit 2 Map").

1.21.3 The map entitled "WoodBridge Ranch Unit No.3", filed in the office of the County recorder of Sacramento County, on March 5, 1980, in Book 139 of Maps, Map No. 9 (the "Unit 3 Map").

1.21.4 The map entitled "WoodBridge Ranch Unit No.4", filed in the office of the County recorder of Sacramento County, on August 12, 1982, in Book 149 of Maps, Map No. 19 (the "Unit 4 Map").

1.21.5 The map entitled "WoodBridge Ranch Unit No. 4A", filed in the office of the County recorder of Placer County, in Book 0 of Maps, Map No. 34 (the "Unit 4A Map").

1.21.6 The map entitled "WoodBridge Ranch Unit No. 4B", filed in the office of the County recorder of Placer County, in Book 0 of Maps, Map No. 101 (the "Unit 4B Map").

1.21.7 The map entitled "WoodBridge Ranch Unit No. SA", filed in the office of the County recorder of Placer County, in Book P of Maps, Map No. 36 (the "Unit SA Map").

1.21.8 The map entitled "WoodBridge Ranch Unit No. SB", filed in the office of the County recorder of Placer County, in Book Q of Maps, Map No. 12 (the "Unit SB Map").

1.22 Member. "Member" shall mean an Owner.

1.23 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.

1.24 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 and Sacramento 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.

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

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

1.27 Resident. "Resident" shall mean any person who resides in a Residence within the Development whether or not such person is an Owner as defined in Section 1.24, above.

1.28 Supplemental Restrictions. "Supplemental Restrictions" shall mean the document entitled Supplemental Declaration of Covenants, Conditions and Restrictions, Recorded on August 15, 1985 as Instrument No. 30601 in Book 2850, Page 405 et seq.

1.29 Trails. "Trails" shall mean those portions of the Common Area that have been set aside, or which may be set aside in the future, for horseback riding, bicycle riding and hiking trails, as specified in Section 4.16, below.

## **ARTICLE 2 COMMON AREA**

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2.1 Purpose of Common Area. Subject to the provisions of the Declaration, the Common Area is held and maintained by the Association, and is 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 Board, 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 Board, as set forth in Section 3.3, below, to grant easements and rights of way in, on, over, or under the Common Area.

2.2.4 The right of the Board to sell, dedicate, or transfer all or any part of the Common Area, subject to the requirements of Section 5.8 and Section 5.9, below.

2.2.5 The right of the Board 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 Board to borrow money in accordance with the Governing Documents.

2.2.7 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 or Lot and the obligation can be performed whether or not the Owner is present.

2.2.8 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.

2.2.9 The right of the Association to grant exclusive use of a portion of the Common Area to an Owner, if approved by an Absolute Majority of the Members.

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 Utilities Rights and Duties. Whenever sanitary sewer, water, electric, gas, television receiving, telephone lines or other utility connections or drainage systems are located or installed within the Project, the Owner of each Lot served by said connections shall be entitled to the use and enjoyment of such portions of said connections as served his or her Lot. Every Owner shall maintain all utility installations located in or upon his or her Lot except for those installations specifically arranged to be maintained by the Association, or utility companies, public, or private, or any municipality. Utility companies shall have the right, at reasonable times after reasonable notice to enter upon the Project to discharge any duty to maintain Project utilities.

2.6 Mechanic's Liens. In the event there shall be filed 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**

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3.1 Easements in General. In addition to all easements reserved and granted on the Subdivision Map and the easements specified in Article 2 of this Declaration, 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 and under the Development or any portion thereof for the installation, repair, maintenance, and replacement of: (a) electric, telephone, water, gas, and sanitary sewer lines, meters, and facilities; (b) cable lines and facilities; (c) drainage facilities; (d) walkways; and (e) landscaping, as shown on the Subdivision Map, and as may be hereafter required or convenient to service the Development, are reserved by 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 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.

3.4 General Association Easements for Maintenance and Repair. The Association shall have an easement in, on, over or under every Lot as reasonably necessary to: (a) maintain and repair the Common Area; (b) perform maintenance upon a Lot which is not performed by its Owner as provided by Section 8.4 and Section 8.6, below; and (c) otherwise perform its obligations under this Declaration.

#### **ARTICLE 4    USE RESTRICTIONS**

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4.1 Supplemental Restrictions. Portions of the Development are subject to certain additional covenants, conditions and restrictions as set forth in the Supplemental Declaration. The restrictions in the Supplemental Declaration remain in full force and effect.

4.2 Single Family Residential Use. Except as specifically provided in Section 4.3, below, 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.

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

4.3.1 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.

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

4.4 Requirement of Architectural Approval. As addressed in greater detail in Article 9 of this Declaration, construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting, landscape and all other exterior Improvements are subject to approval of the Architectural Control Committee.

4.5 Permitted Buildings.

4.5.1 No building shall be erected, altered, placed or permitted to remain on any Lot other than: (a) one (1) detached single-family Residence; (b) a private garage, so long as no more than four (4) single garage doors (or functional equivalent thereof) face the street, which may be, but need not be, attached to the Residence; or (c) such accessory buildings (as that term shall be defined from time to time by the Board), if any, as may be permitted by the Architectural Control Committee.

4.5.2 In no event may a detached carport be constructed on any Lot, unless such carport is properly screened.

4.5.3 Construction of all buildings or structures must be approved by the Committee pursuant to the provisions of Article 9 of this Declaration.

4.6 Requirements for Residences.

4.6.1 Only one-story structures shall be erected on: (a) Lots 1 through 21, inclusive, and Lots 56 through 70, inclusive, as shown on the Unit 1 Map; or (b) Parcel 4 as shown on the Certificate of Compliance.

4.6.2 No Residence shall be erected which has a fully enclosed floor area (exclusive of any porch, patio, garage or other accessory building, whether or not attached to such Residence) of less than 2,200 square feet on: (a) Lots 1 through 21, inclusive, and Lots 56 through 70, inclusive, as shown on the Unit 1 Map; or (b) Parcel 4 as shown on the Certificate of Compliance.

4.6.3 No Residence shall be erected which has a fully enclosed floor area (exclusive of any porch, patio, garage or other accessory building, whether or not attached to such Residence) of less than: (a) 2,000 square feet in the case of one-story Residence; or (b) 2,200 square feet in the case of a two-story or split-level Residence of which at least 1,500 square feet shall be on the ground level, on:

4.6.3.1 Lots 22 through 39, inclusive, as shown on the Unit 1 Map.

4.6.3.2 Lots 96 through 125, inclusive, as shown on the Unit 3 Map.

4.6.3.3 Lots 1 through 43, inclusive, as shown on the Unit 4A Map.

4.6.3.4 Lots 44 through 57, inclusive, as shown on the Unit 4B Map.

4.6.4 No residence shall be erected which has a fully enclosed floor area (exclusive of any porch, patio, garage or other accessory building whether or not attached to such Residence) of less than: (a) 1,800 square feet in the case of one-story Residence; or (b) 2,000 square feet in the case of a two-story or split-level Residence, of which at least 1,400 square feet shall be on the ground level, on:

4.6.4.1 Lots 41 through 54, inclusive, as shown on the Unit 1 Map.

4.6.4.2 Lots 71 through 95, inclusive, as shown on the Unit 2 Map.

4.6.4.3 Lots 1 through 10, inclusive, as shown on the Unit 4 Map.

4.6.4.4 Lots 58 through 79, inclusive, as shown on the Unit 5A Map.

4.6.4.5 Lots 80 through 100, inclusive, as shown on the Unit 5B Map.

4.6.4.6 Parcels 1 and 2 as shown on the Certificate of Compliance.



4.6.5 The minimum size requirements of this section may be waived or reduced by the Committee if a proposed Residence possesses other features that, in the Committee's opinion, will serve to maintain the quality of the neighborhood.

4.6.6 Certain Lots located in Placer County are also subject to other Residence limitations contained in the Supplemental Restrictions.

4.7 Fences and Walls. Fences and walls within one hundred feet from any street must be constructed of stone, masonry, wood, wrought-iron or such other materials as are approved by the Board. Fences and walls which are more than one hundred feet from any street may be constructed of any materials approved by the Architectural Control Committee. All construction, installation, modification, or alteration of fences and walls must be approved in accordance with the requirements of Article 9 of this Declaration.

4.8 Roofs. All roofing on Residences or other buildings constructed on any Lot shall be constructed of either: (a) mission or concrete tile; (b) wood shake; or (c) such other materials that are used in high-quality residential construction. All proposed roofs and roofing materials must be approved in accordance with the requirements of Article 9 of this Declaration.

4.9 Landscaping. The front yard landscaping on each Lot must be completed within twelve (12) months from the date of occupancy of the Residence on the Lot or the issuance of a notice of completion of the Residence on the Lot, whichever is earlier. All landscaping must be approved in accordance with Article 9 of this Declaration. All landscape renovations must be (1) approved in advance by the Architectural Control Committee, and (2) completed within six (6) months of starting the project.

4.10 Excavation and Drainage.

4.10.1 No excavation shall be made on any Lot except in connection with construction of an Improvement. Upon completion the construction of an Improvement on a Lot, exposed openings shall be back-filled and the disturbed ground shall be compacted, graded and leveled in such a way that final drainage shall conform with requirements of the County building codes.

4.10.2 In the event the established drainage over any Lot is altered, the Owner thereof shall make adequate provision for proper drainage in connection with any such change, including the landscaping of all Lots affected by the change. The phrase "established drainage" as used in this section mean the drainage which existed on the Lots at the completion of the initial grading for the Development.

4.10.3 All excavation and changes in established drainage on any Lot must be approved in accordance with Article 9 of this Declaration.

4.11 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 9 of this Declaration. All construction debris shall be picked up and deposited daily in an appropriate container.

4.12 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 (2) 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.

4.13 Resubdivision of Property. No Lot may be resubdivided into a new lot or lots unless such newly created lot or lots are no smaller than the smallest of the original Lots involved in the resubdivision and provided that only adjacent Lots are involved in the resubdivision.

4.14 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.

4.15 Use of the Common Area. All use of the Common Area is subject to the Governing Documents, including without limitation Section 4.16, below, and shall be in accordance with the following provisions:

4.15.1 No alterations or additions to the Common Area shall be made except as authorized by the Board pursuant to Section 2.4, above.

4.15.2 Except as provided in Section 4.22.5, below, with respect to the parking of vehicles on specific portions of the Common Area, nothing shall be placed, kept, stored, or parked on the Common Area without the prior written consent of the Board. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials on the Common Area.

4.15.3 Lot A as shown on the Unit 1 Map may be used for sports events, jogging, exercising, picnicking, barbecues, and other similar activities commonly permitted in public parks, together with any other uses as may be authorized by the Board. No organized sports teams may use the Common Area for the purposes of hosting or playing organized sports games or practices.

4.15.4 Parcel 3 as shown on the Certificate of Compliance may be used for a riding ring and similar equestrian uses, together with such other uses as may be authorized by the Board.

4.15.5 Lot B as shown on the Unit 1 Map shall be used as an undeveloped Indian historical park.

4.15.6 No Owner or Resident shall cause damage to the Common Area.

4.16 Common Area Trails. Certain portions of the Common Area have been set aside, or may be set aside in the future, for horseback riding, bicycle riding and hiking trails (the "Trails"). The Trails are for the common use and benefit of: (a) the Residents; (b) guests accompanied by a Resident; (c) the general public with respect to any portion of the Trails which have been dedicated to the County; and (d) any other person authorized by the Board to use the Trails. Use of the Trails shall be subject to the following provisions:

4.16.1 Except as used by the Association in the management of the Development and the maintenance of the Trails and by the County in the maintenance of the Trails, no motorized vehicle of any kind shall be operated or parked on the Trails.

4.16.2 No Owner shall place rubbish, debris or any other materials on the Trails. Except as constructed by the Association, no obstacle, barrier, fence, gate, landscaping or planting of any kind shall be constructed or erected on the Trails.

4.16.3 Use of the trails shall be subject to any Rules adopted by the Board. Such Rules may include, without limitation: (a) restrictions and/or prohibitions on the use of certain equipment or apparatus upon the Trails which the Board deems to create a hazard or an unreasonable annoyance to other users of the Trails; (b) limitations on the speed of travel along the Trails; and (c) any other regulations which the Board deems to serve the common good of the users of the Trails.

4.17 Fixed Sports Apparatus. No fixed sports apparatus, including without limitation basketball standards, shall be constructed, erected, maintained or utilized upon any Lot unless first approved by the Architectural Control Committee pursuant to Article 9 of this Declaration. All such apparatus must be maintained at all times in a good and attractive condition and repair.

4.18 Portable Sports Apparatus.

4.18.1 The use of portable sports apparatus within the Development shall be subject to all rules and regulations, which shall be Association Rules as defined in Section 1.8, above, as the Board may in its discretion adopt. Such Rules may include, without limitation: (a) requirements that the apparatus be stored completely out of sight from outside of the Lot when not in use; (b) limitations on the times of day during which such apparatus may be used; (c) regulations regarding the conduct and noise generated in the use of such apparatus; and (d) limitations or prohibitions on the use of such apparatus on the Common Area.

4.18.2 No portable sports apparatus shall be erected, utilized, maintained, or permitted to be used on any street within the community commonly known as WoodBridge Ranch. This restriction shall apply to all streets within such community, whether or not the streets are included within the area described by the specific definition of the Development, including streets which have been dedicated to, or have been offered for dedication to, the public. It is an express purpose of this provision that the use of portable sports apparatus be prohibited on any street within the community, whether public or private, by any Owner, the members of the Owner's household or by any Owner's guests, invitees or tenants. Among other considerations, this restriction is expressly adopted to prevent the safety hazards created by the combination of vehicles traveling on the streets and the presence of such portable sports apparatus if they were permitted to be utilized in the streets.

4.18.3 As used in this section, the term "portable sports apparatus" does not include bicycles, roller skates, roller blades or any other similar unpowered wheeled equipment, provided that the Board of Directors shall have the discretion to adopt rules and regulations, which shall be Association Rules as defined in Section 1.8, above, governing the use of such unpowered wheeled equipment.

4.19 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:

4.19.1 Signs required by legal proceedings;

4.19.2 Signs which by law cannot be prohibited;

4.19.3 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;

4.19.4 A single identification sign which has been approved by the Board located on a Lot identifying the number or address of the Lot;

4.19.5 Signs required and erected by the County for traffic control and regulation of streets or open areas within the Development;

4.19.6 Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association;

4.19.7 A single sign, not to exceed eighteen inches by twenty-four inches in size, identifying a contractor performing a work of improvement to a Lot provided that the Owner of the Lot approves of the placement of the sign. Any such sign shall be subject to the Rules adopted by the Board and must be removed from the Lot within fifteen (15) days of the completion of the work of improvement. Should any Owner fail to remove a sign within the period specified in this section, the Association shall have the right, with seven (7) days' notice, to enter the Lot and remove the sign; and

4.19.8 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.

4.20 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 Architectural Control Committee; or (c) those which must be permitted by law. The Board shall have the power and authority to adopt Rules regarding the installation and maintenance of any outside mast, tower, pole, antenna or satellite dish permitted by this section.

4.21 Trash Disposal. Trash, garbage, accumulated waste plant material, and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:

4.21.1 Except as provided in Section 4.21.2, below, the containers shall be located upon each Lot in an area which shall be completely screened or otherwise concealed from view from the Common Area, any street or any other Lot.

4.21.2 The containers may be placed for pickup no earlier than 5:00 p.m. on the day prior to the collection day and must be stored as specified in Section 4.21.1, above, by no later than 8:00 a.m. on the first day following the collection day.

4.21.3 No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept upon any portion of any Lot or elsewhere in the Development, except in such containers.

4.22 Vehicles and Parking.

4.22.1 Limitations on Types of Vehicles.

4.22.1.1 Except as provided below, no trailer, motor home, recreational vehicle, boat, camper, motorcycle or golf cart or similar equipment, shall be parked or kept within the Development unless parked or kept upon a Lot behind a solid fence or properly screened. Such vehicles, excluding a boat, may be parked on a driveway for up to twenty-four (24) hours to prepare for a trip or to unpack and clean the unit at the end of a trip. A boat may be parked in a driveway for up to four (4) hours to clean it prior to or after use. The Board, in its complete discretion and upon such basis and terms as it deems prudent, shall have the power to adopt, modify and repeal Rules permitting the temporary parking of vehicles within the Development in a manner which is otherwise prohibited by the provisions of this subsection. Any weather protection covers visible from Common Area, any street or any other Lot must be of a neutral color.

4.22.1.2 No truck or commercial-appearing vehicle shall be permitted within the Development unless parked upon a Lot behind a solid fence or screened area, except that commercial vehicles shall be permitted for such limited times as are necessary for deliveries, the performance of construction, maintenance, repair and replacement of Improvements within the Development and other similar situations, and then subject to any Rules adopted by the Board which may include, without limitation, a limit on the time of day or days of the week when such vehicles may be present within the Development. The term "truck or commercial vehicles" shall not include sedans or standard size pickup trucks and vans (with a payload capacity of 1 ton or less) which are used for both business and personal uses, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.

4.22.2 Vehicle Repairs. Except for the usual and customary minor maintenance and washing of vehicles of Residents, the maintenance or repair of vehicles may not be

conducted within the Development unless conducted in their garage or behind a solid fence or adequately screened area.

4.22.3 Condition of Vehicles. No unreasonably noisy 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. No dilapidated, unclean, unsightly, inoperable, or abandoned vehicle shall be parked or kept within the Development unless parked upon a Lot behind a solid fence or screened area.

4.22.4 Guest Driveway Parking. Subject to Section 4.22.1 through Section 4.22.3, above, vehicles may be parked upon the driveways located on the Lots provided that the vehicle, including a trailer or recreational vehicle, of a particular guest may not be parked on any driveway of the same Lot for more than fourteen (14) consecutive days. A vehicle shall be deemed to have been parked on a driveway for a day if it is parked thereon during any portion of that day. Members must notify the Association's manager of guests parking in a driveway for more than one (1) day.

4.22.5 Common Area Parking Spaces. The designated Common Area parking spaces shall be available for the use of Residents and their guests on a first-come, first-served basis provided that there shall be no overnight parking in the designated Common Area parking spaces. Vehicles parked in a park parking lot must be removed prior to the parking lot being closed for the evening, unless arrangements have been made in advance and approved by the Association's manager.

4.22.6 Street Parking. There shall be no overnight parking of vehicles on any street within the Development except with the prior permission of the Board of Directors or its designated representative. No vehicle may be parked in an unsafe manner on a street at any time.

4.22.7 Parking Rules and Enforcement. In order to prevent or eliminate parking problems within the Development, the Board shall have the authority to further define and enforce the restrictions contained in this section. Such authority and power shall include, without limitation:

4.22.7.1 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, 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 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.

4.22.7.2 The power and authority to fix and impose fines and other sanctions for violations of this section or any other provision of the Governing Documents related to vehicles and parking in accordance with Section 10.5.3, below.

4.22.7.3 The power and authority to grant temporary variances from the Rules adopted by the Board on such terms and conditions as the Board deems appropriate.

Nothing in this Section 4.22 shall apply to vehicles operated by the Board, the Association, or the agents, employees and contractors of the Association, during the conduct of their activities on behalf of the Association.

4.23 Compliance with Laws. Nothing shall be done or kept anywhere within the Development which violates any local, state or Federal law, ordinance, statute, rule or regulation.

4.24 Rental of Lots. An Owner shall have the right to rent his or her Lot subject to the following requirements and to all other provisions of the Governing Documents:

4.24.1 Notification of the Board.

4.24.1.1 The Owner of any rented Lot shall: (a) notify the Association of the name of the tenants and the members of the tenant's household and shall have a continuing obligation to provide the Association with notification of any changes thereto; (b) notify the Association of the duration of the lease; (c) provide the Association with a signed acknowledgment by the Owner's tenants that they have received copies of, and will abide by, the Governing Documents; and (d) provide the Association with such additional information as the Board deems necessary for or convenient of the enforcement of the Governing Documents.

4.24.1.2 The Board may, but shall not be obligated to, adopt a form or forms for use in providing the information specified in Section 4.24.1.1 above. If the Board elects to adopt a form or forms, any such form or forms shall be used by the Owners to provide the information required by Section 4.24.1.1.

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

4.24.3 Association's Enforcement Rights. In the event a tenant's conduct involves damage or misuse of any Common Area or facilities on any Common Area or constitutes an unreasonable nuisance to Residents, the Association shall be entitled to maintain an eviction action against such tenant to the same extent as the Owner of the Lot, the Association being deemed to be 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: (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 to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (b) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

4.24.4 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, managers, 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.

4.24.5 Requirements of Written Lease or Rental Agreement. Any rental of a Lot shall be only by written agreement which agreement shall expressly provide: (a) that it is subject to all of the provisions of the Governing Documents, (b) that the tenants of the Lot shall comply with all provisions of the Governing Documents, and (c) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of the agreement. The agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the tenant.

#### 4.25 Animals.

4.25.1 Household Pets. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred or kept on any Lot or portion of the Development: (a) except that a reasonable number of household pets such as dogs, cats, fish or birds may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and they are kept under reasonable control at all times and in conformance with any County ordinances and all Rules; and (b) except as provided in Section 4.25.2 through Section 4.25.4, below.

4.25.2 Other Animals. In addition to the animals permitted in accordance with Section 4.25.1, above, the following animals shall be permitted on the identified lots:

4.25.2.1 One (1) horse may be kept on each Lot listed below for each full 25,000 square feet of land comprising such Lot:

4.25.2.1.1 Lots 14 through 21 inclusive, and Lots 55 through 70 inclusive, as shown on the Unit 1 Map.

4.25.2.1.2 Lots 1 through 26 inclusive, as shown on the Unit 4A Map.

4.25.2.1.3 Lots 116 through 118 inclusive, and Lots 123 through 125 inclusive as shown on the Unit 3 Map.

4.25.2.1.4 Parcel 4 as shown on the Certificate of Compliance.

4.25.2.2 One (1) horse or one (1) cow may be kept on each Lot listed below for each full 25,000 square feet of land comprising such Lot:



4.25.2.2.1 Lots 22 through 54 inclusive, as shown on the Unit 1 Map.

4.25.2.2.2 Parcels 1 and 2 as shown on the Certificate of Compliance.

4.25.2.3 One (1) horse or one (1) cow and one (1) lamb or one (1) goat may be kept on each Lot listed below for each full 25,000 square feet of land comprising such Lot:

4.25.2.3.1 Lot 1 as shown on the Unit 1 Map.

4.25.2.3.2 Lots 71 through 95 inclusive, as shown on the Unit 2 Map.

4.25.2.3.3 Lots 1 through 10 inclusive, as shown on the Unit 4 Map.

4.25.2.4 Chickens and/or roosters are permitted on Lots to the extent that the same are allowed under applicable county ordinances. Roosters are only allowed if they do not constitute a nuisance. A rooster must be removed if a neighbor complains about the rooster's crowing per Section 4.14. Hen houses must be approved by the Architectural Control Committee and screened from view.

4.25.3 Farm Animals Approved by the Board. With respect to the Lots listed in subparagraph 4.25.2.3, above, the Board may authorize on a case-by-case basis the keeping of such additional animals generally associated with farms as the Board deems appropriate by granting special one (1) year use permits therefore. The issuance and renewal of such permits shall be in the sole and complete discretion of the Board.

4.25.4 Placer County Animal Restrictions. Certain Lots located in Placer County are also subject to other limitations on animals contained in the Supplemental Restrictions.

4.25.5 Owner's Responsibility for Animals. The owner of each household pet referred to in Section 4.25.1, above, shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such animal. The owner of any animal other than a household pet shall be responsible for the proper handling and removal of any waste introduced to any portion of the Development by such animal in accordance with the Rules and good, sanitary practices associated with such animal. The Board shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to animals, including without limitation fines for failure to remove and dispose of animal 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 or by his or her 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.

4.25.6 Rules Regarding Animals. The Board may adopt and enforce animal rules, which shall be Association Rules as that term is defined in Section 1.8, above, in addition to the provisions of this section. Such Rules may include, without limitation, regulations regarding the presence of animals on the Common Area, requirements that animals be registered with the Association, and restricting certain animals or breeds of animals, including but not limited to prohibiting or restricting certain breeds of dogs. 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 or danger to any other person.

4.26 Clotheslines. Exterior clotheslines are only permitted in the back yards of Lots where they cannot be seen from any Common Area, street, or other Lot.

4.27 Newspaper Tubes and Mailboxes. All mailboxes and newspaper tubes shall be of a high quality and consistent with the nature and character of the Development and the Owner of each Lot shall keep the mailbox and newspaper tubes for such Lot in good and attractive condition and repair.

4.28 Activities Affecting Insurance. Nothing shall be done or kept within the Development which will increase the rate of insurance maintained by the Association without the prior written consent of the Association. No Owner shall permit anything to be done or kept within the Development which would result in cancellation of any insurance policy maintained by the Association or any other Owner.

4.29 Prohibition of Structures in Setback Area. No Improvement, other than fences, driveways, walks and landscaping shall be placed in whole or in part upon any portion of the Development which is designed as a setback area without the written permission of the Committee. The setback area is within fifty (50') feet of the edge of any adjacent paved street.

4.30 Maintenance of Lots. Each Owner of a Lot shall at all times maintain his or her Lot, and all Improvements thereon, in good condition and repair. Any collection or accumulation of trash, garbage, rubbish or weeds on a Lot shall be immediately removed by the Owner thereof. Each Owner shall maintain his or her Lot in an orderly, sanitary condition at all times. Each Owner shall maintain his or her Lot in such a manner as to prevent the emanation of offensive odors therefrom.

4.31 Temporary Buildings. No temporary building or structure shall be erected, maintained or used on any Lot. Notwithstanding the preceding, temporary buildings for uses incident to the initial construction of a Residence on a Lot may be constructed and maintained on the Lot upon the approval of, and subject to the any limitations or restrictions imposed by, the Board. Such temporary buildings shall be promptly removed upon the completion of the Residence on the Lot.

4.32 Privies and Outhouses. No privy or outhouse shall be erected, maintained, or used upon any Lot, except that they may be permitted upon the approval of, and subject to the any limitations or restrictions imposed by, the Board during the course of the initial construction or a major remodel of a Residence on a Lot. Any such temporary privy shall be removed within ten days following completion of the construction of the Residence.

4.33 Oil Operations. No derrick or other structure designed for use in drilling, boring, mining or quarrying for oil, natural gas, precious minerals or geothermal resources shall be erected maintained or permitted upon any Lot.

4.34 Garage. Garage doors shall be closed at all times except when being used for the ingress or egress of vehicles or persons.

4.35 Variances. The Board shall be authorized to grant reasonable variances from the provisions of this Article 4 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:

4.35.2 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 4.35. Where the Board deems it appropriate, the Board may, but shall not be required to, obtain the input of the Architectural Control 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 4.35, above, the procedures set forth in the remainder of this Section 4.35 shall be followed.

4.35.3 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.

4.35.4 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**

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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. Only Members in Good Standing shall be entitled to vote, and only one (1) vote shall be cast for each Lot, all as more particularly specified in the Bylaws.

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.

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 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.

5.8 Association Property. Subject to any restriction in this Declaration or the Bylaws, 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.

5.9 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.

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

5.11 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.

5.12 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 is obtained.

5.13 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.

5.14 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**

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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) Reimbursement Assessments; and (d) 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 Regular 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. Owners may pay for several months' or the entire years' worth of Regular Assessments the beginning of that period.

6.5.4 Increases in Annual Assessment. Pursuant to California Civil Code Section 5605, 5610 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 Article 7 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 5600 - 5650, 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 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 or her 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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 subdivision (b) of Section 5650, 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.

6.12 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) 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.

6.13 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.

6.14 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.

6.15 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.



6.16 Association Funds. All Association accounts shall be maintained in one (1) 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, above.

6.17 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.

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

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

6.18.2 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.

6.18.3 All Common Areas.

6.19 Owner Assignment of Rents. 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 which are in default. 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 Damage or Destruction of Improvements to Association Property. In the event of damage to or destruction of any Improvement to the Common Area or to any other real property owned by the Association, the Board of Directors shall, in its discretion and based upon considerations such as the existence of insurance proceeds from insurance coverage for such damage or destruction and the frequency of use of the Improvement, determine whether to repair or replace the damaged or destroyed Improvement. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the costs of repair or replacement of the damaged or destroyed Improvement, and if the Board elects to repair or replace the Improvement, the Association may levy a Special Assessment against the Members as provided in this Declaration to cover the additional cost of the repair or replacement not covered by the insurance proceeds. If the Board elects not to repair or replace the Improvement, the applicable insurance proceeds shall be used in the manner consistent with the purposes of the Association and as determined by the Board.

7.2 Damage or Destruction of Improvements to Lots. In the event of damage to or destruction of the Improvements on any Lot, the Owner of such Lot shall: (a) completely repair or rebuild the Improvements to the same state as they existed prior to such damage or destruction or in any other manner approved by the Committee in accordance with Article 9 of this Declaration; or (b) completely remove all remaining portions of such damaged or destroyed Improvements. Such repair, rebuilding, or removal shall be commenced within a reasonable time, which shall in no event exceed one (1) year after the occurrence of the damage or destruction and shall be completed within one (1) years after the date of commencement unless a longer period is agreed to in writing by the Board.

7.3 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be 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 compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement among the condemning authority, the Association and each of the affected Owners, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

7.4 Condemnation of Lots. If an entire Residence or Lot, or so much thereof as to render the remainder unfit for use as a residence, is condemned or taken for a public or quasi-public use, pursuant to any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the Owner's membership in the Association shall terminate as of the last day of the month in which the condemner obtains the right to possession, or upon Owner's vacating the premises, whichever occurs last. If only a portion of such Residence or Lot is taken and the remainder is fit for use as a Residence, the Owner shall continue to be a Member of the Association. In any condemnation action involving an Owner's Residence or Lot, the Association shall have the right to seek compensation for any damages incurred by the Association.

## **ARTICLE 8 MAINTENANCE OF PROPERTY**

8.1 Association Responsibilities. The Association shall maintain, repair, and replace: (a) the Common Area and all facilities, landscaping and other Improvements thereon, including without limitation the lake, the Trails, the entrance signs, the parking areas, the restrooms, the tennis courts, the playgrounds, the picnic facilities, the sports facilities, the utility facilities, the horse arena and other equestrian facilities; (b) all other Association-owned real property and the Improvements thereon; and (c) all Association-owned personal property. Notwithstanding the preceding sentence, the Association shall have no responsibility to maintain, repair or replace: (a) any utility facilities which are maintained by public or private utility companies or agencies; or (b) any portion of the Trails which have been dedicated to the County as specified in Section 4.16, above.

8.2 Owner Responsibilities. Each Owner shall be solely and exclusively responsible for the maintenance, repair and replacement of his or her Lot and all Improvements thereon, and shall keep the same in good and attractive condition and repair. Each Owner's obligations shall include, without limitation, the following:

8.2.1 Residence and Other Buildings. Each Owner shall maintain, in good and attractive condition and repair, the Residence and other buildings located on his or her Lot.

8.2.2 Landscaping. Each Owner shall maintain the landscaping on his or her Lot in a neat and attractive condition in accordance with the rules established and published by the Board of Directors.

8.2.3 Utility Connections. Utility lines and connections, including without limitation, water, sewer, electrical, cable television, telephone and gas lines, which are located on, under, or over any Lot and which provide service to the Residence or other Improvements located upon such Lot, and dedicated lateral lines until they tie into the main service trunk, shall be maintained, repaired and replaced by the Owner of such Lot or by the utility company providing such service.

8.3 Compliance with Architectural Provisions. An Owner's right and responsibility for maintaining, repairing or replacing any portions of his or her Lot, including landscaping, shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 9 of this Declaration.

8.4 Owner Failure to Maintain. The Board has the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner, is necessary to preserve the appearance and value of the property comprising the Development, or any portion thereof, and may notify an Owner of the work the Board deems necessary. Subject to the authority of the Board to authorize immediate emergency repairs as specified in Section 8.6, below, in the event an Owner fails to perform such work within thirty (30) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

8.5 Owner Liability. In the event the need for any maintenance, repair, or replacement by the Association is necessitated by the willful or negligent act or omission of an Owner, members of any Owner's household, or an Owner's tenants, Contract Purchaser, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

8.6 Authority for Entry of Lot. The Association or its agents may enter any Lot, when such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible for which it is authorized to perform, including without limitation the authorization provided in Section 8.4, above. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

8.7 Association Liability. Except as specifically provided in Section 8.1, above, the Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the gross negligence of the Association, its employees, contractors, or agents.

8.8 Board Discretion. The Board shall have the discretion to determine the manner, method, extent and timing of the performance of any and all maintenance, repair and replacement obligations imposed upon the Association by this Article.

## **ARTICLE 9 ARCHITECTURAL CONTROL**

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9.1 Submission of Plans and Specifications. Except for Improvements made, or constructed by, or on behalf of, the Association, no Improvements including without limitation obstructions, balconies, swimming pools, spas, fountains, Residences, buildings, walls, solar panels, fences, awnings, walls, landscaping, screens, doors, patio covers, or other structures of any kind which is visible from the Common Area, streets, or other Lot within the Development, may be commenced, located, erected, painted or maintained within the Development, nor may 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 Control Committee as to: (a) quality of workmanship and design; (b) harmony of external design in relation to 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.

### **9.2 Establishment of Architectural Control Committee.**

9.2.1 Except as provided in Sections 9.2.2 and 9.2.3, below, the Board shall appoint an Architectural Control Committee that shall consist of 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 Control Committee. In the event of death, resignation or removal of any member of the Architectural Control Committee, the Board shall have the full authority to designate a successor.

9.2.2 The Board may, in its discretion, elect to act as the Architectural Control Committee without appointing the separate committee provided for in Section 9.2.1, above.

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

9.3 Duties. It shall be the duty of the Architectural Control 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.

9.4 Meetings. The Architectural Control 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 Control Committee shall be the act or decision of the Architectural Control Committee. The Architectural Control Committee shall keep and maintain a record of all actions taken by it at any meetings or otherwise. The Architectural Control Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Control Committee function.

9.5 Architectural Rules. The Architectural Control 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 Control 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, and subject to the Board review and Section 9.11, below, the Board may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

9.6 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 Control 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.

9.7 Expert Review. If at any time the Architectural Control 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 Control Committee must thereafter bear appropriate evidence of such preparation or review.

9.8 Grant of Approval. The Architectural Control Committee shall grant the requested approval only if:

9.8.1 The Owner shall have complied with the provisions of Section 9.1 and Section 9.6, above;

9.8.2 The Architectural Control Committee shall find that the plans and specifications conform to: (a) 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 this Article; (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

9.8.3 The Architectural Control 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.

9.9 Form of Approval. All approvals and denials of requests for approval shall be in writing except as provided in Section 9.10, below. The Architectural Control Committee may approve a request for approval subject to the Owner's consent to any modifications made by the Architectural Control Committee. If the Owner does not consent to the modifications, the request for approval shall be deemed denied in its entirety. Any approval or approval with modifications shall become effective on the thirty-first (31) day following the date of such approval, subject to Board review as provided in Section 9.11, below. 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.

9.10 Time for Architectural Control Committee Action. The Architectural Control Committee shall act on a request for approval within sixty (60) days from the date of receipt thereof by the Architectural Control Committee. Any request for approval which has not been acted on by the Architectural Control 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 Control 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.

9.11 Board Review. This section shall only apply if there is a duly organized Architectural Control Committee, and shall not apply if the Board is acting in the capacity of an Architectural Control Committee pursuant to this Article. An Owner shall have a right to appeal the decision of the Architectural Control Committee to the Board, provided that such request shall be presented within ten (10) days from the date of the Architectural Control 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.

9.12 Commencement. Upon receipt of approval by the Architectural Control 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 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, 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.

9.13 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one (1) year after commencing construction thereof (or in the case of projects under construction when this Declaration is Recorded, within one (1) 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/her agents. Notwithstanding the foregoing, all landscape renovations must be completed within six (6) months of starting the project, as set forth Section 4.9 above. If an Owner fails to comply with this section, the Board shall proceed in accordance with the provisions of Section 9.17, below, as though the failure to complete the Improvements was a noncompliance with approved plans.

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

9.14.1 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 Control Committee.

9.14.2 Within sixty (60) days after the receipt of such written notice, the Architectural Control 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 Control 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 noncompliance within such sixty (60) day period, specifying particulars of noncompliance and shall require the Owner to remedy such noncompliance.

9.14.3 If the Owner shall have failed to remedy such noncompliance upon the expiration of thirty (30) days from the date of such notification, the Architectural Control Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing shall be noticed and conducted in accordance with Section 8.1.4 of the Bylaws.

9.14.4 At the hearing the Owner, the Architectural Control Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance, and, if so, the nature thereof. If a noncompliance 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: (a) remove the noncomplying Improvement or remedy the noncompliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment; and/or (b) exercise any of the enforcement rights specified in Section 10.5, below.

9.14.5 If, for any reason, the Architectural Control Committee fails to notify the Owner of any noncompliance within sixty (60) 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 Control 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.

9.15 Non-Waiver. The approval by the Architectural Control Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control 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.

9.16 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 noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot through him or her, 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.

9.17 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 or the County of Sacramento, as the case may be, Record an estoppel certificate in accordance with Section 9.16, above. 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.

9.18 Liability. Neither the Board, the Architectural Control 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 9.16, above, whether or not the facts therein are correct; provided, however, that the Architectural Control 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 her; or (e) the execution and filing of a notice of noncompliance pursuant to Section 9.17, above, whether or not the facts therein are correct; provided, however, that the Architectural Control 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 her. Without in any way limiting the generality of the foregoing, the Architectural Control 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 Control 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 Control Committee, or their members or representatives seeking to recover any such damages.

9.19 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 Control Committee, or their members as to the accuracy, efficacy, or sufficiency of such proposals, plans or other submittals.



9.20 Fees. The Architectural Control Committee may charge a reasonable fee or fees for its review of architectural or landscaping applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers, soils experts, or contractors.

9.21 Variances. The Architectural Control Committee may, with approval of the Board, grant reasonable variances in any procedures specified in this Article 9 in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardship, provided the following conditions are met:

9.21.1 The Architectural Control Committee 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; or (c) that the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot, Common Area or Owner in the Development.

9.21.2 After the conclusion of the hearing, the Architectural Control Committee shall consult with the Board to render a determination to either grant or deny the request for variance in accordance with the standards set forth in this section.

## **ARTICLE 10 ENFORCEMENT**

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10.1 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.

10.2 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.

10.3 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 (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

10.4 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.

## 10.5 Rights and Remedies of the Association.

10.5.1 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.

10.5.2 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.

10.5.3 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 10.7, below, imposition of sanctions shall be effective only after notice and an opportunity for hearing as provided in Section 8.1.4 of the Bylaws. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.8, above, 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.

10.5.4 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.

10.5.5 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.

10.6 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.

10.7 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 8.1.4 of the Bylaws.

10.8 Alternative Dispute Resolution. Compliance with California Civil Code Sections 5925 through 5965 and Civil Code Sections 5900 through 5920 shall be required with respect to any dispute subject to such sections.

10.9 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.

10.10 Notices. Any notices required or given under this Article shall conform to Section 8.1.4 of the Bylaws.

10.11 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 6.7, above.

10.12 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 11 AMENDMENT**

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11.1 Amendments by Members. This Declaration may be amended by the affirmative vote or written consent of fifty-one percent (51%) of the Members. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officers of the Association and shall be Recorded.

11.2 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 Lots within the Development as established by the initial date of recordation of the original declaration for the Development. Such restatement may also:

11.2.1 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;

11.2.2 Delete material that is no longer legally effective;

11.2.3 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

11.2.4 Correct any errors or inaccuracies in the Declaration, including but not limited to, the legal description of the properties in the Development.

## **ARTICLE 12 GENERAL PROVISIONS**

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12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 County Requirement. Notwithstanding any provision of this Section to the contrary, any Section of this Declaration containing County required provisions, as set forth in the conditions of approval for WoodBridge Ranch, Condition Use Permit No. 983, a copy of which is on file with the Placer County Planning Department, shall require in addition to the amendment requirements as set forth elsewhere in this Declaration, the approval of the County.

12.6 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.

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IN WITNESS WHEREOF, Members of the WoodBridge Ranch Association consisting at least an absolute majority of the total voting power of the Association, including a majority of the votes held by Members, hereby affirm, approve, and adopt this Second Restated Declaration of Covenants, Conditions and Restrictions of WoodBridge Ranch pursuant to Article 11 of the First Restated Declaration, by means of the signatures of the President and Secretary of the Association, which Declaration shall be Recorded.

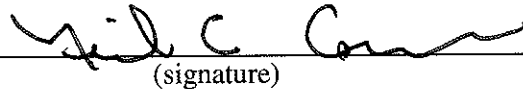
DATED: January 20, 2017

**WoodBridge Ranch Association** a California nonprofit  
mutual benefit corporation



(signature)

Arthur O. Hawkins, President  
(print name)



(signature)

NEIL C. CORNELL, Secretary  
(print name)

# EXHIBIT "A"

## LEGAL DESCRIPTION OF THE DEVELOPMENT

**That certain real property located in the County of Sacramento, State of California, more particularly described as follows:**

Lots 1 through 39, inclusive, Lots 41 through 70, inclusive, and Lots A, B, C, D, E and G, as shown on the official plat of "WoodBridge Ranch Unit No. 1", recorded in the office of the Recorder of Sacramento County, on March 7, 1978, in Book 119 of Maps, Map No. 1; and

Lots 71 through 95, inclusive, and Lots H, I, J and K, as shown on the official plat of "WoodBridge Ranch Unit No. 2", recorded in the office of the Recorder of Sacramento County, on July 17, 1980, in Book 141 of Maps, Map No. 15; and

Lots 96 through 125, inclusive, and Lots L, M and N, as shown on the official plat of "WoodBridge Ranch Unit No.3", recorded in the office of the Recorder of Sacramento County, on March 5, 1980, in Book 139 of Maps, Map No. 9; and

Lots 1 through 10, inclusive, as shown on the official plat of "WoodBridge Ranch Unit No.4", recorded in the office of the Recorder of Sacramento County, on August 12, 1982, in Book 149 of Maps, Map No. 19; and

Parcels 1, 2, 3 and 4 as shown on the "Certificate of Compliance – Parcel Map Waiver" recorded on December 20, 2001, in Book 20011220, Page 1489 et seq., in the Official Records of Sacramento County, California.

**That certain real property located in the County of Placer, State of California, more particularly described as follows:**

Lots 1 through 43, inclusive, as shown on the map entitled "WoodBridge Ranch Unit No. 4A", filed in the office of the County Recorder, Placer County, in Book 0 of Maps, Map No. 34; and

The East half of the Southwest quarter and the Southeast quarter of Section 17 Township 10 North, Range 7 East, MDB&M.

EXCEPTING THEREFROM all that portion of the South half of Section 17, Township 10 North, Range 7 East, MDB&M., described as that parcel of land lying within 42.00 feet of the centerline between Engineer's Station 0+00 and 19+00, North of the Placer County line as shown on that certain Record of Survey Map of Hazel Avenue and in addition that parcel beginning at a point South 89° 39' 44" West 42.00 feet of Engineer's Station 19+35.55; Thence South 44° 39' 44" West 56.57 feet; thence South 89° 39' 44" West 100.00 feet; Thence South 00° 20' 16" East 50.00 feet; Thence North 89° 39' 44" East 100.00 feet; Thence South 45° 20' 16" East 56.57 feet; Thence North 00° 20' 16" West 130.00 feet to the point of beginning, as recorded in Book 2 of Surveys at Page 8, Placer County Records.

EXCEPTING THEREFROM the following three parcels:

PARCEL 1: All that portion lying within the boundaries of Sacramento County; and

## **EXHIBIT "A"**

PARCEL 2: Parcel A of Parcel Map No. 72423, as said parcel is shown and delineated on that certain Parcel Map recorded October 28, 1977 in Book 11 of Parcel Maps, at Page 40, Placer County Records; and

PARCEL 3: All that portion lying within the exterior boundaries of WoodBridge Ranch Unit No. 4A, filed in the office of the County Recorder, Placer County, in Book 0 of Maps, Map No. 34.



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

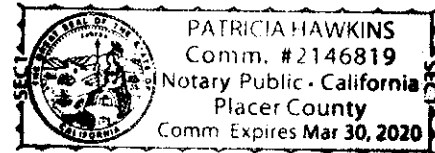
County of Placer

On 01/20/2017 before me, Patricia Hawkins, Notary Public  
(insert name and title of the officer)

personally appeared Arthur D. Hawkins and Neil C. Cornell,  
who 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.

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 official seal.



Signature Patricia Hawkins (Seal)

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