

“If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”



PLACER, County Recorder

JIM MCCAULEY

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WHITNEY OAKS
COMMUNITY ASSOCIATION
BAYDALINE & JACOBSEN LLP
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Sacramento, CA 95825
Attn: John D. Hansen, Esq.

(Space Above For Recorder's Use)

FIRST RESTATED MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHITNEY OAKS

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OF
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**FIRST RESTATED MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHITNEY OAKS**

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

RECITALS

A. The Master 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 the City of Rocklin, the County of Placer, State of California commonly known as Whitney Oaks and more particularly described in Exhibit "A", attached hereto, (the "Development").

B. The Development is a master planned community. The developer of the Development, Cal-Stanford Oaks, LLC, a California limited liability company (referred to as "Declarant") executed the document entitled the Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks recorded in the Office of the County Recorder of Placer County on August 20, 1997 as Document No. 1997-0049461-00; the First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks recorded in the Office of the County Recorder of Placer County on October 7, 1997 as Document No. 97-0062255-00 (the "First Amendment to the Master Declaration"); and the Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks recorded in the Office of the County Recorder of Placer County on December 7, 2007 as Document No. 2007-0115146-00 (the "Second Amendment to the Master Declaration"); and any and all amendments or restatements made thereto (collectively the "Original Master Declaration").

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

D. In addition to the Original Master Declaration, portions of the Development are subject to various "Declarations of Annexation" and/or "Supplemental Declarations", as those terms are defined in the Original Master Declaration. Such "Declarations of Annexation" and "Supplemental Declarations" may contain additional restrictions and regulations for the property those documents are recorded against. These Master CC&Rs shall not supersede, amend, eliminate, or replace those "Declarations of Annexation" or "Supplemental Declarations", and the same shall remain in full force and effect.

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

F. Not less than fifty-one percent (51%) of the voting power of Members voted to amend, restate and supersede the Original Master Declaration pursuant to Section 16.02 of the Original Master Declaration.

NOW, THEREFORE, it is hereby declared as follows:

1. The Original Master Declaration is hereby amended, restated and superseded in its entirety to read as set forth in these Master CC&Rs.
2. All of the real property comprising the Development constitutes a "common interest development", as that term is defined in California Civil Code Section 4100.
3. The Development consists of 1877 single-family residences and condominium units.
4. All of the real property comprising the Development is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.
5. All of the covenants, conditions, and restrictions set forth in these Master CC&Rs 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.
6. The Master Association does not undertake to provide security or privacy for the Development, the Owners, the Residents, any invitees, or any persons or property in the Development, nor does the Master Association guarantee the safety, privacy or security of any persons or property.

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 Review Committee. "Architectural Review Committee" or "Master Architectural Control Committee" or "Committee" shall mean the committee created pursuant to Article 10 of these Master CC&Rs.

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

1.5 Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and his or her Lot as provided in Article 6 of these Master CC&Rs. "Assessment" shall include any or all of the following:

1.5.1 Annual Assessments, which shall have the meaning set forth in Section 6.6 of these Master CC&Rs.

1.5.2 Enforcement Assessments, which shall have the meaning set forth in Section 6.9 of these Master CC&Rs.

1.5.3 Reimbursement Assessments, which shall have the meaning set forth in Section 6.8 of these Master CC&Rs.

1.5.4 Special Assessments, which shall have the meaning set forth in Section 6.7 of these Master CC&Rs.

1.6 Association Assigned Architect. "Association Assigned Architect" shall mean the architect designated by the Board of Directors to make decisions regarding certain proposed Improvements.

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

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

1.9 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.

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

1.11 Commercial Areas. "Commercial Areas" shall mean those portions of the Development used or designated for commercial purposes. It is not currently anticipated that Commercial Areas will be annexed to the Property. Any Commercial Areas within the Property shall be subject to these Master CC&Rs only for purposes of: the Master Association's right of entry as set forth in Section 9.5; Assessments as set forth in Article 6; the use restrictions set forth in Article 4; and the architectural regulation and review provisions of Article 10. The Commercial Areas within the Property as of the recordation of the Master CC&Rs, if any, are more particularly described in Exhibit "B".

1.12 Common Area.

1.12.1 Common Areas Generally. "Common Area" shall mean all real property owned or controlled by the Master Association for the common use and enjoyment of the Owners. If Common Area acquired by the Master Association is the subject of an unaccepted offer of dedication to a public agency, the Master Association shall complete such dedication or gift at any time upon request by the public agency.

1.12.2 Community Common Area. "Community Common Area" shall mean those portions of the Common Area that is set aside for the use and enjoyment of all Owners. For example, if a private street owned by the Master Association is located in a particular Community and is not open to the use and enjoyment of Owners of Lots in other Communities, that private street is not Community Common Area. On the other hand, any Natural Open Space located within the Property is part of the Community Common Area.

1.12.3 Sub-Association Common Areas. If any parcels within the Property are developed as a separate Residential Subdivision which includes common areas owned,

managed or controlled by a Sub-Association, those common areas, as described in the Residential Subdivision's Supplemental Declaration, shall not be included in the Common Area as defined in this section. Instead, those areas shall be referred to herein as "Sub-Association Common Areas."

1.12.4 Exclusive Use Common Areas. "Exclusive Use Common Area" shall mean any portion of the Common Area designated by these Master CC&Rs or any Supplemental Declaration for the exclusive use and enjoyment of one or more, but less than all Owners. For example, if a Phase is developed as a gated Community with Private Streets owned by the Master Association but accessible only by Owners of Lots within the Community, those streets and the gate improvements will be Exclusive Use Common Areas.

1.13 Common Facilities. "Common Facilities" shall mean the recreation center, the tennis facilities, the swimming pool and spa, the basketball courts, landscaped areas within the Common Areas, fences, sidewalks, utilities, berms, pipes, lines, lighting fixtures, buildings, structures and other facilities and Improvements constructed or installed, or to be constructed or installed, within any portion of the Common Areas.

1.14 Community. "Community" or "Communities" shall mean portions of the Property which are separated from the remainder of the Property, such as separate gated neighborhoods, separate Cost Centers, or areas comprised of Lots whose Owners hold appurtenant memberships in a Sub-Association.

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

1.16 Condominium. "Condominium" shall mean an undivided interest in common in a portion of a Condominium Project, coupled with a separate interest in space called a "Unit", all as more particularly defined in California Civil Code sections 783 and 4125.

1.17 Condominium Project. "Condominium Project" shall mean a development consisting of condominiums, including all property annexed to any Condominium Project, if the project is developed in phased increments.

1.18 Cost Center. "Cost Center" shall mean a designation assigned by the Master Association to a discrete portion of the Property (and to the Owners of Lots, if any, located therein) for the purpose of expense accounting and Assessment, all as more particularly provided in Sections 6.4 and 6.6.3. A Cost Center is likely to be created when the Master Association is maintaining property or Common Facilities located within the designated Cost Center area which are fully or partially restricted to Owners of the Lots within the Cost Center.

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

1.20 Declaration of Annexation. "Declaration of Annexation" shall mean any instrument recorded in the Office of the County Recorder which annexes property into the Development and Association.

1.21 Development. "Development" or "Property" shall mean all the real property described in Recital "A" of these Master CC&Rs as well as such other real property as may hereafter be brought within the jurisdiction of the Association.

1.22 Design Guidelines. "Design Guidelines" or "Architectural Rules" or other similar name shall mean the Whitney Oaks Design Guidelines (Revised September 20, 1996) and the architectural rules, regulations and guidelines in effect from time to time adopted by the Board of Directors.

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

1.24 Eligible Mortgage Holder. "Eligible Mortgage Holder" or "Eligible Holder" shall mean any First Mortgagee who has given written notice to the Association specifying its name, address, and the Lot number or address of the Lot by the Mortgagee and requesting written notice of any or all of the events specified in these Master CC&Rs.

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

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

1.27 Golf Course. "Golf Course" shall mean any portion of the Overall Property that is utilized for golf course purposes, including, but not limited to, roughs, fairways, and greens. The term "Golf Course" shall also include any property that is added to any golf course or to the Property by the lot line adjustment, parcel map, final Subdivision Map, or subsequent annexation of Golf Course parcels.

1.28 Governing Documents. "Governing Documents" or "Master Association Documents" shall mean the Articles, Bylaws, Master CC&Rs, Rules (including the Design Guidelines), and the policies and resolutions duly adopted by the Board and distributed to the Members.

1.29 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.

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

1.31 Lot. "Lot" shall mean (a) any separate plot of real property intended to be improved with a Residence and shown on any final, Recorded Subdivision Map for a Residential Subdivision within the Development, other than a Condominium Project, or shown on or described by a final, Recorded parcel map, lot-line adjustment, re-subdivision or certificate of compliance, or the like, for a Residential Subdivision, and (b) any residential Condominium Unit located in a Condominium Project within the Property. When appropriate, the term Lot shall include plots of real property identified as "Parcels" on any Map, Recorded document or in the Original Declaration.

1.32 Master Association. "Master Association" shall refer to the Whitney Oaks Community Association, established pursuant to the Master CC&Rs.

1.33 Master Association Design Guidelines. "Master Association Design Guidelines" shall refer to the Whitney Oaks Design Guidelines (Revised September 20, 1996) and the Design Guidelines which may be promulgated by the Master Architectural Review Committee pursuant to the Master CC&Rs.

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

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

1.36 Master CC&Rs. "Master CC&Rs" shall mean this instrument, as it may be amended from time to time.

1.37 Master Declaration of Annexation. "Master Declaration of Annexation" shall refer to any Declaration of Annexation recorded pursuant to the Master CC&Rs with respect to any portion of the Property.

1.38 Member. "Member" shall mean an Owner.

1.39 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.

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

1.41 Open Space.

1.41.1 Natural Open Space. "Natural Open Space" means and refers to (a) the areas specifically designated as Natural Open Space in any Supplemental Declaration and (b) to the areas specifically designated as open space in any recorded map re-subdividing or further subdividing any areas so designated in any Supplemental Declaration. To constitute Natural Open Space, as defined herein, the property designated as such must either be part of the Common Areas of the Master Association or be areas designated in any Supplemental Declaration as controlled or maintained by the Master Association for Natural Open Space purposes. A Natural Open Space area shall lose that designation if the area is subsequently dedicated to a public agency and is no longer maintained by the Master Association. As a map designation and as used in these Master CC&Rs, the term "Natural Open Space" denotes natural, undeveloped land rather than developed amenities such as golf courses, drainage ways, parklands or recreation facilities.

1.41.2 Other Open Spaces. It is possible that portions of the Development presently intended for other use will be used as public or private open space other than Natural Open Space ("Open Space"). Open Space shall not be limited to the uses provided for in these Master CC&Rs for Natural Open Space, and may be used for any purpose for which necessary governmental approvals may be obtained, subject, however, to any limitations imposed in connection with any conveyance of Open Space from Declarant to the Master Association.

1.42 Owner. "Owner" shall mean any person, firm, corporation or other entity in which fee title to a Lot is vested as shown by the official records of the office of the Placer County recorder,

including Contract Sellers, but excluding Contract Purchasers and excluding those having such interest merely as security for the performance of an obligation. Where the context requires, the term "Owner" shall include the members of the Owner's household and the Owner's guests, tenants/lessees and invitees; provided, however, that such persons are not "Owners" for purposes of exercising voting rights in the Association.

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

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

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

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

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

1.48 Residence. "Residence" shall mean a residential structure located upon a Lot, or a Condominium Unit, which is designed for human residential use and occupancy.

1.49 Resident. "Resident" shall mean: (a) an Owner of a Lot actually residing thereon and/or therein (in accordance with the restrictions imposed by these Master CC&Rs); (b) any person who has executed a contract to purchase any Lot who is actually residing thereon and/or therein (i.e., renting until his/her Residence is completed), regardless of whether the contract is recorded, and each tenant or lessee of a Lot who is actually residing thereon and/or therein.

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

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

1.52 Sub-Association. "Sub-Association" shall mean any corporation or unincorporated association, or its successor in interest, organized and established in order to own and/or maintain common areas and/or Residence exteriors in a Phase of the Property developed as a Planned Development or a Condominium Project. The membership of a Sub-Association shall be comprised of Owners of a Lot within a Condominium Project, Planned Development or Commercial Area within such portion of the Property. A Sub-Association shall be authorized pursuant to, or in connection with, the Recordation of a Supplemental Declaration.

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

1.54 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration (as defined in California Civil Code Section 4135) which was Recorded pursuant to Article XIII of the Original Master CC&Rs, which supplements these Master CC&Rs and which only affects the portion of the Development described in the legal description of the Supplemental Declaration. The term includes a Declaration of Annexation which adds property to the Development or supplements these Master CC&Rs or the Original Master Declaration

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

ARTICLE 2 COMMON AREA

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

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

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

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

2.2.3 The right of the Association, as set forth in Section 3.4 of these Master CC&Rs, to grant easements and rights of way in, on, over, or under the Common Area.

2.2.4 The right of the Association to sell, dedicate or transfer all or any part of the Common Area, subject to the requirements of Section 5.12 and Section 5.13.

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

2.2.6 The right of the Association, through its authorized agents, to enter any Lot or Residence to perform its obligations under these Master CC&Rs, including obligations with respect to construction, maintenance, repair or replacement for the benefit of the Common Area or the Owners in common, or to make necessary repairs that the Lot Owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such Residence and/or Lot and the obligation can be performed whether or not the Owner is present. If not an emergency, the Association shall provide the owner with twenty-four (24) hours notice prior to entry onto any Lot or Residence.

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

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

2.2.9 The right of the Master Association to reasonably limit the number of guests of Owners using the Common Areas and Common Facilities, other than Private Streets which serve as access to the Owner's Lot. Owners shall not admit groups containing more than ten (10) guests to any portion of the Common Areas without first obtaining the prior written authorization of the Master Association. The Master Association may require a deposit or other arrangements before authorizing use of the Common Areas by such a large group of guests.

2.3 Special Events. The Master Association is formed exclusively for the purpose of equipping and maintaining the Common Areas, including the maintenance, repair and replacement of recreational and other Improvements thereon, collecting the Assessments for financing such activities and administering the use and architectural restrictions. In this regard, although the Master Association is intended to function primarily as a "passive" rather than an "active" recreational and social welfare organization, the Master Association may sponsor or conduct activities or "special events" of an active, social and recreational (but not political) nature, but shall not expend sums in excess of \$5,000 per year on such activities or events.

Except for expenditures made for special events, the funds and resources of the Master Association shall be directed solely and exclusively to the direct costs of maintaining, repairing, replacing and administering the Common Areas and the recreational and other Improvements thereon, and administering and enforcing the Governing Documents. Nothing in this section shall be deemed to preclude the Master Association from authorizing use of any Common Facility for recreational, social or other activities conducted or sponsored by individual Owners or groups with whom the Owners may be affiliated subject to Section 2.2.9 above; provided that the Master Association's involvement in such activities or events does not extend beyond permission to use the Common Facilities as a site for such activities or events, and no Master Association funds are expended therefor.

2.4 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 or other parties designated by the Board of Directors 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. In all cases, Owners are responsible for all compliance with the Governing Documents by their visitors, guests, renters and lessees.

2.5 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.

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

2.7 Right to Use the Golf Course. Notwithstanding the use of any of the Development as a golf course or country club facility, the physical proximity of any Lot to the Golf Course or country club facility or any statements or representations by Declarant, or other party, neither ownership of a Lot nor membership in the Master Association shall confer any right or entitlement, now or in the future, upon any person to membership or voting rights in the Golf Course or country club facility or to any ownership interest, equity interest or right to use the Golf Course or country club facility. The foregoing shall not impact the rights of any Owner to use the Common Area subject to the terms and conditions of these Master CC&Rs.

2.8 Natural Open Space. The largest element of Community Common Area is the Natural Open Space which will lie around and between the Residential Subdivisions, or other development areas. Residential or other buildings are prohibited in these areas. Drainage ways and ponds may be included. Depending on the ownership and management of the Natural Open Space, it may be either:

2.8.1 Private Natural Open Space. The Natural Open Space areas owned and controlled by the Master Association for the benefit and limited use of Owners and which might be, but are not required to be, offered for dedication to any governmental agency constitute "Private Natural Open Space" and are part of the Community Common Area when annexed to these Master CC&Rs, or

2.8.2 Public Natural Open Space. The Natural Open Space areas offered for dedication to a governmental agency and which, because of such offer of dedication or by governmental requirement, are subject to access and use by other persons in addition to Owners constitute "Public Natural Open Space."

Natural Open Space which is hereafter designated in any Supplemental Declaration shall be managed and administered by the Master Association unless and until dedication of particular Natural Open Space is accepted by a governmental agency and no agreement is entered into between the Master

Association and the agency for the continued maintenance of such Natural Open Space by the Master Association.

Management of Natural Open Space by the Master Association may be independent or may be pursuant to agreement with agency guidelines, or informal cooperation. In any case, management of the public and private Natural Open Space areas shall be consistent with the use restrictions and other provisions of these Master CC&Rs. Management of public Natural Open Space shall also be consistent with any applicable Open Space Management Plan adopted by the City.

2.9 Natural Open Space Use. All area within the Development which is designated Natural Open Space is to be devoted primarily to preservation of the natural environment, including plant and wildlife habitats and the maintenance of scenery and aesthetics. It shall be subject to minimal development or improvement only as appropriate for fire protection, erosion control and limited recreation opportunities. Subject to the rules which may be promulgated by the Board, to supplement these Master CC&Rs, the Natural Open Space may be improved or used only for the purposes and in the manner set forth in this section:

2.9.1 Foot and bicycle access on designated pathways or trails or access roads not exceeding ten feet in width.

2.9.2 There shall be no hunting, trapping or taking of any wildlife by other than the Master Association or as expressly permitted by the Master Association.

2.9.3 There shall be no campfires, bonfires or open burning and no removal of vegetation except by the Master Association or governmental agency for controlled fire prevention purposes.

2.9.4 There shall be no unauthorized motor vehicles, off-road or all terrain vehicles, or motorized bicycles or motorcycles.

2.9.5 No overnight camping shall be permitted.

2.9.6 No one shall bring any dog or other pet into Natural Open Space Areas unless the same is leashed, attended and controlled, and each Owner shall be responsible for removing any pet excrement.

2.9.7 No waste materials, sewage, garbage, petroleum or other chemical product, paper, food or other foreign object shall be deposited or placed in the Natural Open Space, except that garbage may be placed in any container which the Master Association may place in the Natural Open Space expressly for that purpose.

2.9.8 Except where no fences separating a Lot from Common Area are required, (A) access to Natural Open Space which is Community Common Area shall only be accessed at points designated by the Master Association, and (B) no Owner shall have any gate or other means of entry directly from his or her Lot to Natural Open Space which is Community Common Area without the express written permission of the Master Association.

2.9.9 Unless expressly permitted by the Architectural Review Committee, all fences along the Natural Open Space within any Phase shall be consistent with any applicable Design Guidelines, and contain no gate or other means of access to the Natural Open

Space. However, fences of any design may be prohibited within non-development areas upon a Lot as discussed in Section 2.10 of these Master CC&Rs.

2.9.10 No structures shall be built within the Natural Open Space nor shall swings be hung from trees in the Natural Open Space. There shall be no trespassing on the Common Area except for on designated trails.

2.10 Lots/Parcels Abutting Natural Open Space Areas. Lots that abut Natural Open Space may contain a non-development area extending into the Lot from its boundary with the Natural Open Space, and shall contain such a buffer area as may be required by the Open Space Management Plan in effect at the time of Recordation of the final map creating such Lot. Such areas shall serve primarily to buffer Natural Open Space from development and provide a fire break between wooded areas and structures. Where such non-development area exists, it will be owned by the Owner of the Lot in question, but it shall be subject to restrictions prohibiting structural Improvements (including fences) and other uses or activities that would interfere with the visual or practical advantage of the designated buffer areas.

The existence and dimensions of all such non-development areas within a Lot may be shown or noted in a Declaration of Annexation or in Design Guidelines. Specific obligations or prohibitions to be observed by an Owner of such Lot may be noted on the Recorded map, or in the Declaration of Annexation, or Design Guidelines, or may be established by rules of the Board to supplement these Master CC&Rs, or may be established in a supplemental declaration applicable to a particular Lot, or may be established by more than one of the foregoing. Such rules may include, for example, limitations on planting or use of fire resistant landscaping.

2.11 Park or Playground Areas. Recreation facilities and equipment meant to be available for the use of all Owners and residents, except Owners in the Springfield Community, is designated as Community Common Area. Any such area shall be subject to rules and restrictions as the Board deems appropriate for the general benefit of the Owners and the Master Association.

Designation of a park as Community Common Area shall not preclude designation of the park as a Cost Center, so as to allocate the cost of operating, maintaining, repairing and replacing the park and its Improvements solely to Owners whose Lots are likely to receive the principal benefit and use of the park area, rather than including those expenses as part of the general assessment component. In such event, Owners and residents in each Community will be able to use such parks in other Communities as well as any such park in their own Community, and if there are facilities in any such park for active recreation, the Board may allow such facilities to be used by nonresidents, such as when the park is used for league baseball or soccer play.

Any outdoor area developed with recreation facilities or equipment that is available for the use only by Owners and residents within a certain Community or area, the same may be designated by the Master Association as Exclusive Use Common Area (the access to, and use of which, shall be limited to the Master Association, its agents, contractors and employees to the extent required to perform Master Association duties and obligations and the Owners of Lots within the Community, their tenants, guests and invitees). If such areas are designated as such, all expenses associated with the operation, repair, maintenance and replacement of the area and any Improvements located thereon shall be treated as a Cost Center. In the alternative, any such Exclusive Use Common Areas may be conveyed to a Sub-Association as Sub-Association Common Area. Any such area shall be subject to supplemental rules and restrictions as the Board deems appropriate for the general benefit of the Owners and the Master Association.

The designation of parks as either Community Common Area or Exclusive Use Common Area may be made in the Declaration of Annexation or supplemental declaration for the Community in which the park is located.

2.12 Private Streets. Private Streets, including sidewalks, may be designated as Common Area owned by the Master Association, and, in such event, may be treated as a Cost Center for the benefit of the appurtenant Lots.

2.13 City Enforcement Rights. In the event the Master Association fails to maintain the Common Areas and Common Facilities in accordance with the duties set forth in Section 9.2, the City may, at its option, cause the maintenance of the Common Areas or Common Facilities to be performed to the extent necessary to satisfy such duties, and charge the Master Association with the cost of the maintenance.

ARTICLE 3 EASEMENTS

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

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

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

3.4 Easements Granted by Board. The Board shall have the power to grant and convey to any person or entity easements and rights of way, in, on, over, or under the Common Area for the purpose of (a) constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and (b) for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association. Each purchaser, in accepting a deed to a Lot, expressly consents to such easements and rights of way. No such easements may be granted if they would materially interfere with the use, occupancy, or enjoyment by an Owner or Resident of his or her Lot without the consent of the affected Owner of the Lot.

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

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

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

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

3.7 Private Streets. In addition to the general easements for use of the Common Area reserved herein, it is reserved to every Owner and their respective agents, employees, guests, tenants, invitees and successors nonexclusive easements appurtenant to each Lot in the Development for vehicular and pedestrian traffic over any and all Private Streets and walkways within the Common Areas, subject to the parking provisions set forth herein and subject to the limited access established for Private Streets in gated Communities of the Development.

3.8 Easements for Golf Ball Intrusion and Watering Over Spray. There is reserved for the benefit of the owner of record of the Golf Course, a non-exclusive right and easement appurtenant to the Golf Course for purposes of: (a) over spray in connection with the watering of the roughs, fairways and greens on the Golf Course; (b) for maintenance of a clean, attractive fairway edge and transition from the Golf Course to the unimproved areas of adjacent Lots; and (c) for the intrusion of golf balls hit from the roughs, fairways and greens. Any person or entity for whose benefit the right and easement for overspray and intrusion is reserved shall not be liable to any Owner or the Master Association for any damage to person or property occasioned by such overspray or intrusion. The rights and easements reserved by this section shall be for the benefit of the owner of the Golf Course, and for the benefit of its employees, contractors, agents, guests, invitees, licensees or members (collectively referred to as "beneficiaries") and shall burden any Lot that shares a common boundary with any Golf Course fairway parcel. Without limiting the foregoing this easement will permit a golfer whose ball lands on a Lot adjacent to any Golf Course fairway or green to enter the Lot and either retrieve or play the ball; provided, however, that no ball may be played from a Lot if the ball lands in a landscaped area, an area improved with a building, walk, deck, patio or other structure or an area where the ball cannot be played without reasonable interference with the privacy and quiet enjoyment of the Lot's Owner or Resident.

3.9 Encroachment Easements. Each Lot is hereby declared to have an easement over adjoining Lots and Common Area for the purpose of accommodating any encroachment due to roof overhang and fences or walls which are built in accordance with the original design, plans and specifications of the Development, and due to engineering errors, errors in original construction, settlement or shifting of the building, or similar causes. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owner shall not be altered in any way by said encroachment, settlement, or shifting; provided, however, that in

no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurs due to the willful misconduct of said Owner or Owners. In the event that a structure is partially or totally destroyed, and is repaired or rebuilt, the Owners of each adjoining Lot agree that minor encroachments over adjoining Lots be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

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

ARTICLE 4 USE RESTRICTIONS

4.1 Single-Family Residential Use. Except as specifically provided in Section 4.3, 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.

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

4.3 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 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.

4.5 Use of the Common Area. All use of the Common Area is subject to the Governing Documents. No alterations or additions to the Common Area shall be made except as authorized by the Board pursuant to Section 2.5. Nothing shall be placed, kept, stored, or parked on the Common Area without the prior written consent of the Association, except by the Association. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials in the Common Area. Each Owner shall avoid causing damage to the Common Area.

4.6 Private Streets. Private Streets shall be used for vehicle ingress and egress.

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

4.8 Sports Apparatus. No basketball standards or fixed sports or play apparatus shall be installed or attached to the front of any Residence or garage or be erected on any side yard forward of the mid-point of the Residence, measured from the front-most point to the back-most point, except that any such structure not exceeding six feet in height may be located anywhere in an enclosed side or back yard, except when a side or real Lot line is shared with a Common Area parcel. With respect to Lots backing up or siding up to streets, the design and location of any such structures exceeding six feet in height shall be subject to approval by the Architectural Review Committee. With respect to Lots backing or siding up to Common Area, the design and location of any such structures whether or not exceeding six feet in height shall be subject to approval by the Architectural Review Committee. As used in this Section, the term "sports apparatus" does not include bicycles, skateboards, roller skates, roller blades or any other similar wheeled equipment provided that the Board shall have the discretion to adopt Rules governing the use of such equipment. Basketball Standards shall never be left in the street, sidewalk or driveway overnight and may be removed by the Association without notice.

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

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

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

4.12 Signs. No sign of any kind shall be displayed to the public view from any portion of the Development except that this restriction shall not apply to (a) signs required by legal proceedings, (b) signs which by law cannot be prohibited, (c) a single sign of customary and reasonable dimension and design, complying with the Rules and reasonably located on a Lot advertising the Residence for sale or rent (d) a single identification sign which has been approved by the Board located on a Lot identifying the number or address of the Lot, (e) signs approved by the Board located at or near any entrance to the Development identifying the Development, (f) signs required for traffic control and regulation of streets or open areas within the Development, (g) signs on the Common Area as approved by the Board for a

purpose reasonably related to the affairs of the Association, and (h) such other signs as the Board, in its discretion, may approve provided that the Board may adopt limitations on such other signs including, without limitation, restrictions on the size of the signs, the duration of their posting, and their location. All permissible signs must be in good condition. Signs shall not be faded or cracked. The Board may adopt, amend and repeal Rules for the implementation of this Section which Rules may include, without limitation, automatic approval of signs meeting specified requirements. It is the express purpose and intent of this Section to permit the Association's regulation of signs within the Development to the greatest extent permitted by law. It is permissible to place political signs on one's own Lot so long as the signs are removed within forty-eight (48) hours of the election for which the signs were displayed.

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

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

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

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

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

4.17 Garages. Each single-family Residence shall include an enclosed garage. Every garage shall be maintained in a condition to fit the number of vehicles that the garage is constructed to hold.

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

4.19 Parking. Every Owner and resident within the Development shall use the garages or driveways servicing the Owner's Residence for parking any and all vehicles owned or driven by the Owner or other person residing on the Lot. Owners and Residents are not permitted to park in the street between the hours of 12:00 A.M. and 6:00 A.M.

4.19.1 Restriction on Parking in Common Areas. No Owner or resident shall use the Common Areas for the parking or storage of any automobile, truck, trailer, boat or vehicle of any type, except as may be specifically authorized in writing by the Master Association. The Master Association is hereby empowered to establish "parking", "restricted", "guest parking", and "no parking" areas within the Common Area in accordance with section 22658 and section 22658.2 of the California Vehicle Code, as well as to enforce these parking limitations through its officers and agents by all means lawful for such enforcement, including the removal of any violating vehicle by those so empowered. The Board is also authorized and empowered to request the City to enforce the California Vehicle Code on any Private Streets within the Development, pursuant to applicable laws and ordinances and provisions of the California Vehicle Code permitting City enforcement thereof.

4.19.2 Use of Guest and Visitor Parking. Visitors and guests within the Development shall use such parking areas or facilities as may be designated or authorized for short term guest and visitor use by the Master Association, subject to all Rules adopted by the Master Association governing such parking.

4.19.3 Restrictions Relating to Boats, Trailers and Recreation Vehicles. No boats, trucks, vans, house trailers, campers, recreation vehicle, trailers of any kind or other vehicles containing living quarters shall be parked or stored on any Lot or on the street in front of such Lot; provided, however, that boats, trucks, vans, house trailers, campers and vehicles may be kept in a garage with the door closed; and provided, further, that such trailers and vehicles may be parked temporarily in a driveway or in a street in front of the Owner's Lot for a period of not more than 48 hours for purposes of loading, unloading and cleaning before and after trips.

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

4.19.5 Driveway and Garage Door Maintenance. All driveways shall be maintained in a neat and orderly condition. Garage doors shall be closed at all times except when the door must be open to permit vehicles to enter or leave or for periods when the Owner or resident is physically present in the garage and the door must be open to provide ventilation.

4.19.6 Restriction on Use of Garage for Storage. Garages may not be used for storing or parking any boat, motorcycle, camper, trailer, recreational vehicle or other personal property, unless the same is fully enclosed in the garage and the garage door is kept

closed, other than for ingress and egress. At all times the garage must be maintained in a manner which will permit the parking of the number of vehicles that the garage is constructed to hold.

4.19.7 Authority of Master Association to Adopt further Parking Regulations. In order to prevent or eliminate parking problems within the Development or to further define and enforce the restrictions of these Master CC&Rs, the Master Association Board shall have the authority to establish additional rules, restrictions and penalties, including the imposition of fines or towing procedures for recurrent violation of the parking regulations, as determined by the Board. The authority of the Master Association shall specifically include, without limitation:

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

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

4.20 Outbuildings and Temporary Structures. Except as authorized by the Board, no outbuilding, tent, shack, trailer, shed, mobile home, camper, or temporary building of any kind shall be located within the Development, except in strict compliance with the provisions of these Master CC&Rs, including Article 10.

4.21 Animals.

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

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

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

4.21.4 Owner's Responsibility for Pets. Each Owner and Resident shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by their pets or the pets of their guests and invitees. The Board shall have the power to impose fines and other sanctions for violations of provisions of the

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

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

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

4.22.1 Duration. No Lot may be leased or rented for a period of less than thirty (30) days unless approved by the Board of Directors.

4.22.2 Subject to Governing Documents. Any rental shall be by a written agreement which shall provide that the tenancy is subject to the terms of these Master CC&Rs, the Bylaws and the Rules and that any failure of the tenant to comply with the terms of these Master CC&Rs, the Bylaws or the Rules shall constitute a default under such agreement.

4.22.3 Owner Responsibility. Each Owner renting a Lot shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about the Development and for each tenant's compliance with the provisions of all Association Governing Documents.

4.22.4 Association Enforcement Rights. In the event a tenant's conduct involves 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, 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 prevented and/or corrected the actions of the tenant giving rise to the damage or nuisance.

4.22.5 Indemnification of Association. Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a lease or otherwise, agrees to and shall indemnify and defend the Association, its officers, Directors, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such arising or alleged to have arisen out of the enforcement or non-enforcement by the Association of the Governing Documents against

such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment pursuant to Section 6.8.

4.23 Clotheslines. Exterior clotheslines or other outside clothes drying or airing facility shall not be erected or maintained upon any Common Area or upon any Lot where it is visible from the Common Area, streets or other Lots without the written consent of the Board. The Board shall have the discretion to adopt Rules governing the use of clotheslines or other outside clothes drying or airing facility.

4.24 Exterior Newspaper Tubes and Individual Mailboxes. There shall be no exterior newspaper tubes or individual mailboxes within the Development, other than the cluster mailboxes.

4.25 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon any Lot, except machinery and equipment which is normally used in connection with the occupancy and maintenance of a Residence and which is not stored in a location that is visible from the Common Area.

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

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

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

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

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

4.31 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 of these Master CC&Rs 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 these Master CC&Rs. 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 Architectural Review Committee shall not have the authority to grant variances without Board approval. The term "variance" shall mean the

allowance of a deviation, disagreement, or violation of the terms of the Governing Documents. The Board shall follow the following procedures in acting on any request for a variance:

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

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

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

ARTICLE 5 HOMEOWNERS ASSOCIATION

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

5.2 Management of Sub-Associations. The Association shall have the power, but not the duty, to enter into an agreement to provide management services to any Sub-Association with that Sub-Association's written consent and to collect a fee for such services. Such management agreement may provide that the Master Association collect, on behalf of the Sub-Association, Assessments levied by such Sub-Association against the Members of such Sub-Association.

5.3 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.

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

5.5 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 these Master CC&Rs.

5.6 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.

5.7 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 and conducting the business and affairs of the Association, as more particularly set forth in the Bylaws.

5.8 Assessments. The Board shall have the power and duty to levy and collect Assessments, as more particularly set forth in Article 6 of these Master CC&Rs.

5.9 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.

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

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

5.12 Association Property. Subject to Section 5.13, the Board of Directors shall have the power to sell, transfer, lease or otherwise dispose of the Association's property, provided that the Board shall not sell, transfer or otherwise dispose of real property owned by the Association having an aggregate value in excess of ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year without the approval of at least a Simple Majority of the Members.

5.13 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.

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

5.15 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.

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

5.17 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.

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

ARTICLE 6 ASSESSMENTS AND LIENS

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

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

6.2 Creation of Lien. Each Assessment levied by the Association pursuant to these Master CC&Rs, 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 these Master CC&Rs. 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 these Master CC&Rs 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 Designation of Cost Centers. The Master Association shall have the power and authority to designate Lots, and Common Areas within the Property as Cost Centers for purposes of expense accounting and the equitable allocation of Common Assessments, in accordance with Section 6.6, below. A Cost Center is likely to be designated when one of the following occurs: (i) the maintenance or use of a particular Improvement or maintenance area within the designated Cost Center is fully or partially restricted to Owners of Lots (located within the area designated as a "Cost Center"), or (ii) when certain Owners of Lots within a designated Cost Center are receiving services from the Master Association that are in addition to, or significantly greater than, the services provided to other Owners or residents. Ordinarily, a Cost Center shall be established whenever it is reasonable to anticipate that any Owner or group of Owners will derive as much as 10 percent more than Owners in general in the value of a common service(s) supplied by the Master Association.

6.5 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.

6.6 Annual Assessment.

6.6.1 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 these Master CC&Rs. 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.

6.6.2 Allocation of Annual Assessment. The Board shall allocate and assess the amount of estimated required funds as follows:

6.6.2.1 Assessment Units. "Assessment Units" shall be calculated as the Aggregate Common Assessment Amount divided by the sum of:

- (a) The number of Lots; plus
- (b) The number of Condominium Units.

6.6.2.2 Allocation of Assessment Units. The Assessment Units shall be allocated as follows:

- (a) The Owner of each Lot shall be assessed one Assessment Unit;
- (b) The owner of each Condominium Unit shall be assessed one Assessment Unit.

6.6.3 Cost Center Assessment Component. When a Cost Center is established, the expenses of operating, maintaining and replacing the included Improvements or maintenance areas (including, without limitation, Reserve contributions and expenses for insurance and management, utility, legal, accounting and patrol services) shall be borne solely or disproportionately by the Owners of the Lots within the designated Cost Center ("Cost Center Assessment Component"). Unless otherwise provided in a Supplemental Declaration, the Cost Center Assessment Component shall be calculated and allocated as follows: (A) divide the Cost Center Assessment Component by the total number of Assessment Units allotted to the Lots in the Cost Center ("Cost Center Assessment Unit") pursuant to the formula set forth in Section 6.6.2.1; and (B) allocated the Cost Center Assessment Units according to the formula set forth in Section 6.6.2.2.

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

6.6.5 Increases in Annual Assessment. Pursuant to California Civil Code Section 5605 to 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. If an increase exceeds the maximum amount permitted by law without member approval and affects only a particular Cost Center, the required approval shall be of Members whose Lots are located in the Cost Center, provided that a Quorum is established. For purposes of the preceding sentences, 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 Special Assessments.

6.7.1 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.

6.7.2 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 these Master CC&Rs.

6.7.3 Approval of Special Assessments. Except in the case of an emergency situation as defined in California Civil Code Section 5610, 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.

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

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

6.10 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Annual Assessment provided for by the terms of these Master CC&Rs 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 these Master CC&Rs, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Annual Assessment fixed for the preceding fiscal year shall be the amount of the Annual Assessment for the ensuing fiscal year until a new Annual Assessment is levied.

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

6.12 Payment Under Protest. If a dispute exists between the Owner of a Lot and the Association regarding any disputed charge or sum levied by the Association, including, but not limited to an Assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits set forth in the California Code of Civil Procedure Sections 116.220 and 116.221, or comparable successor statute, the Owner may, in addition to pursuing dispute resolution, pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, pursuant to subsection (e) of Section 5650 of the California Civil Code, and commence an

action in small claims court. Nothing in this Section shall impair the Association's ability to collect delinquent assessments as provided by California law.

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

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

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

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

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

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

6.19 Property Exempt From Assessments. The following property subject to these Master CC&Rs shall be exempt from the Assessments, Additional Charges, and liens created herein:

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

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

6.19.3 All Common Area.

6.20 Owner Assignment of Rents. If in default in the payment of Assessments, each Owner hereby presently assigns to the Association, absolutely and regardless of possession of the Lot, all rents and other monies now due or which may hereafter become due under any lease, agreement or otherwise for the use or occupation of any or all parts of any Lot owned by the Owner, now existing or hereafter made, for the purpose of collecting all Assessments due the Association pursuant to these Master CC&Rs. 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 Securing Bids and Determination of Available Proceeds. In the event any Common Facilities are ever damaged or destroyed, then, and in such event, as soon as practicable thereafter the Board of Directors shall; (i) obtain bids from at least three (3) reputable, licensed contractors, which bids shall set forth in detail the work required to repair, reconstruct and restore the damaged or destroyed portions of the Common Facilities to substantially the same condition as they existed prior to the damage and the itemized price asked for such work; and (ii) determine the amount of all insurance proceeds available to the Master Association for due purpose of effecting such repair, reconstruction and restoration.

7.2 Insurance Proceeds Sufficient to Complete Repair or Restoration Work. If any portion of any Common Facility is damaged or destroyed and the insurance proceeds available to the Master Association are sufficient to cover the costs of repair, reconstruction and restoration, then the Master Association may cause such facilities to be repaired, reconstruction and restored; provided, however, that in the event of a total destruction of the Common Facility, the Master Association shall not be obligated to restore the facility to its prior appearance and condition if, in the Board's opinion, architectural or design modifications to the Facilities will result in providing the Members with an improved facility available for substantially the same use and enjoyment as the destroyed Common Facility. In the event that available insurance is less than the cost to reconstruct the Common Facility, but the uninsured portion of the cost does not exceed a sum equal to five (5) percent of the budgeted gross expenses of the Association, the Board shall impose a Special Assessment on the Owners to fund the uninsured portion of the cost.

7.3 Insurance Proceeds Insufficient in an Amount Exceeding Five Percent of Budget. In the event of damage to or destruction of only a portion of the Common Facilities, the insurance proceeds available to the Master Association are insufficient to cover the estimated cost of repair, reconstruction or restoration by an amount which exceeds five (5) percent of the budgeted gross expenses of the Master Association, then the Board shall present to the Owners for determination whether: (i) to repair, reconstruct and restore the damaged or destroyed Common Facilities and levy a Reconstruction

Assessment against all Owners for such additional funds as may be needed for such purpose, such assessment to be levied and collected in the same manner and proportion that Common Assessments are levied against and collected from Owners (i.e. Owners located in a Cost Center shall pay their proportionate share of any Reconstruction Assessment attributable to their Cost Center Improvements, and Owners not located in such Cost Center shall be exempt from such Reconstruction Assessment), or (ii) not to repair, reconstruct or restore the damaged or destroyed Common Facilities but rather to utilize the insurance proceeds available for such reconstruction, together with any other sums otherwise available to the Master Association for such purpose, to demolish and remove the damaged or destroyed Improvements from the Common Area and to level and landscape the sites thereof and apply any balance of such proceeds and/or funds as the Members and their First Mortgagees may determine. This vote shall be conducted in accordance with Section 6.6.5.

7.4 Damage to Common Facilities Caused by Owners or Sub-Association. To the extent permitted by law, each Owner and Sub-Association shall be liable to the Master Association for any damage to the Common Area or to any Common Facility that is not fully reimbursed to the Master Association by insurance if the damage is sustained because of the negligence, neglect, willful misconduct or unauthorized or improper installation or maintenance of any Improvement by the Sub-Association, its members, guests or invitees, or the Owner, his or her Family, guests, tenants or invitees, or any other persons deriving their right and easement of use and enjoyment of the Common Areas from the Sub-Association, the Owner, or their respective Family and guests, both minor and adult. However, the Master Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Master Association, and the Master Association further reserves the right, after notice and hearing as provided in the Governing Documents, to levy a Reimbursement Assessment equal to all costs associated with the damage including deductibles and the increase, if any, in insurance premiums directly attributable to the damage caused by the Owner or the person for whom the Owner may be liable as described above. In the case of joint ownership of a Lot, the liability of the Owners shall be joint and several, except that the extent that the Master Association shall have previously contracted in writing with the joint Owners to the contrary.

7.5 Notice to Owners and Listed Mortgagees. The Board, immediately upon having knowledge of any damage or destruction affecting a material portion of the Common Area, shall promptly notify all Owners whose Lots and Parcels are subject to Common Assessments for the maintenance of such Common Area, and all holders, insurers and guarantors of First Mortgages on Lots who have filed a written request for such notices. The Board, immediately upon having knowledge of any damage or destruction affecting a Lot, shall promptly notify the holder and insurer or guarantor of the First Mortgage on such Lot who have filed a written request for such notice with the Board.

7.6 Condemnation Affecting Common Areas or Common Facilities. If at any time all or any portion of the Common Areas, or any interest therein (including any Common Facility), is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the award in condemnation shall be paid to the Master Association. Any such award payable to the Master Association shall be deposited in the appropriate operating fund. No Member (other than a person on whose Lot a Common Area easement affected by a condemnation may be located) shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation. The Master Association shall have the exclusive right to participate in such proceedings and shall, in its name alone, represent the interests of all Members. The Board of Directors immediately upon having knowledge of any taking by eminent domain of the Common Area, or any portion thereof, or any threat thereof, shall promptly notify all Owners whose Lots and Parcels are subject to Common Assessments for the maintenance of such Common Areas, and all Record holders of First Mortgages on such Owners' Lots and Parcels.

7.7 Damage or Destruction of Residences (Other than Condominiums or Townhouses).

7.7.1 Obligation to Rebuild or Clear Damaged Structures. If all or any portion of any Residence or other structural Improvement on a Lot is damaged or destroyed by fire or other casualty it shall be the duty of the Owner to rebuild, repair or reconstruct the damaged or destroyed Residence or structure or clear the Lot of all damaged or destroyed structures or portions thereof.

7.7.2 Association's Assigned Architect Approval. Any Owner who has suffered damage shall apply to the Association's Assigned Architect for approval of plans for the reconstruction, rebuilding, or repair of his or her Residence or other damaged/destroyed structure, all as more particularly provided in Article 10.

7.7.3 Time Limitation for Reconstruction or Removal. The Owner or Owners of any damaged Residence(s) or other structural Improvement on a Lot shall be obligated to proceed with all due diligence hereunder, and the Owner(s) shall commence reconstruction or removal of damaged structures within three months after the damage occurs and complete reconstruction or removal within six months after the damage occurs, unless an extension of these time limitations is obtained from the Board of Directors.

7.8 Damage or Destruction of Condominium or Townhome Residences. The obligation of Owners of Condominium Units or townhome Residences and of the Sub-Association with jurisdiction over the Condominium Project or townhome development to respond to events of major damage or destruction shall be governed primarily by the governing documents applicable to the development. However, any required repair or reconstruction of any building exteriors or of the Common Areas or Common Facilities within the project or development shall be subject to the provisions of Section 7.7 above, unless the Master Association Board and the Board of Directors of the Sub-Association mutually agree that the bidding process, negotiations with insurance carriers or other factors require additional time to commence and complete the necessary repair or reconstruction work.

ARTICLE 8 MINIMUM CONSTRUCTION STANDARDS

8.1 Landscaping. Every Owner of a Lot within the Development shall be responsible for installing front yard landscaping within six months and rear yard landscaping within twelve months after the earliest to occur of the following three events: occupancy of the Residence, final inspection of the Residence by the City, or close of escrow on a completed Residence.

8.2 Heating and Air Conditioning Systems. No heating, cooling or air conditioning equipment, including fans or similar devices, shall be placed or permitted to remain upon the roofs of any Residence or building constructed on a Lot, without the prior written approval of the Board of Directors. So far as reasonably possible, all roof vents shall be located behind the roof ridge, unless the Residence is located on a Lot which shares a real lot line with a portion of the Golf Course, in which case, so far as reasonably possible, all roof vents on the Residence shall face side yards.

8.3 New Construction and Materials. No building or structure constructed elsewhere shall be moved or placed on any Lot, including, without limitation, prefabricated homes or buildings, modular homes or buildings and mobile homes. All buildings erected on any Lot shall be of new construction. However, this section shall not prevent the use of used brick or any other materials that the Association's Assigned Architect determines to be attractive and preservative of property values.

8.4 Maintenance of Construction Site. All builders are to maintain their construction sites in a neat and orderly fashion, and shall clean up all debris daily and either remove the debris or place the

debris in a trash receptacle which shall be emptied as necessary. The Owner and general contractor shall be responsible for maintaining the construction site consistent with this section and any applicable Design Guidelines and promptly removing debris created by the work of subcontractors employed on the construction site. Transit mix concrete trucks shall not be permitted to dump excess concrete mix on any Lots, Common Area, or any Association property located in Whitney Oaks. If dumping is done, the sole cost for removal of debris shall be born by the Owner of the Lot where construction is being performed.

8.5 Licensed Contractor. All buildings and other structures shall be constructed by a contractor licensed under the laws of the State of California unless approved by the Association's Assigned Architect.

8.6 Roofs. All roofing shall be consistent with applicable Design Guidelines, be of Class A fire resistant material, and be approved by the Association's Assigned Architect. All visible roofing on any Residence shall be uniform in design and material.

8.7 Paint and Stain. Unless exempted by Design Guidelines, all surfaces of Residences and other buildings and other structures visible from the street, any portion of the Common Area or from the Golf Course (including walls, fences, carports, screen fences and wing fences) shall be painted or stained with a material that contains substantial color or a heavy bodied stain. No transparent or semitransparent stains will be approved unless the Association's Assigned Architect can absolutely be convinced by the applicant that a uniform appearance will occur and will continue over time.

8.8 Drainage. There shall be no interference with the rain gutters, downspouts, or drainage systems originally installed in the Development, or any other interference with the established drainage pattern over any Lot, Common Areas or adjacent Golf Course, unless an adequate alternative provision is made for proper drainage. For purposes of this Section, "established" drainage is defined as the drainage pattern and drainage Improvements which exist at the time the Lot was originally conveyed to the Lot's first Owner by the Declarant or a "Merchant Builder", as that term is defined in the Original Master Declaration. There shall be no violation of the drainage requirements of Placer County, notwithstanding any approval of the Architectural Committee, and if any Owner or his or her contractor alters established drainage courses to the detriment of neighboring Owners, neither the Master Association nor the Committee shall have any liability therefor. Instead, the responsibility to initiate appropriate corrective or remedial action will rest solely with the Owner who altered the drainage course.

8.9 Driveways. All driveway extensions beyond the original design of the driveway must be approved by the Architectural Review Committee.

ARTICLE 9 MAINTENANCE OBLIGATIONS

9.1 Maintenance Obligations of Owners. Except as otherwise provided in these Master CC&Rs regarding certain yard areas of Lots, each Owner shall be responsible for maintenance and repair of any Residence and other structures constructed or installed upon his or her Lot, and of his or her yard areas. Without limiting the generality of the foregoing, each Owner's repair and maintenance obligations shall extend to and include:

9.1.1 Painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and to maintaining all yard areas not expressly required to be maintained by the Master Association or a Sub-Association, and

9.1.2 Except for yard areas expressly required to be maintained by the Master Association or Sub-Association, weekly mowing, trimming, edging of lawns and other ground cover, removal of dead or dying plants and weeds, and

9.1.3 Watering at intervals necessary to keep grass, shrubs and trees in an attractive condition; and

9.1.4 Maintenance of drainage facilities, except that maintenance of drainage from Private Streets shall be the responsibility of the Master Association or Sub-Association, as the case may be.

9.2 Maintenance Obligations of the Association. The Association shall be responsible for painting, planting, resurfacing, replacing, maintaining and repairing the Association Property, including all Improvements thereon, and any other portions of the Development required to be maintained by the Association pursuant to the provisions of these Master CC&Rs or any Supplemental Declaration in a good order, and repair subject to the provisions of these Master CC&Rs. All of such obligations shall be discharged when and in such manner as the Board determines in its judgment to be appropriate, provided that the Association shall conform with the requirements of any agreements entered into between Declarant and a Governmental Agency, relating to the Association Property. A maintenance matrix is attached hereto as Exhibit "C" setting forth a breakdown of the Owners' and the Association's maintenance responsibilities. Exhibit "C" is intended to be a simple reference guide and does not replace or supersede the terms of these Master CC&Rs and to the extent anything in Exhibit "C" conflicts with these Master CC&Rs, the Master CC&Rs shall control.

9.3 Landscape and Irrigation Maintenance. The Association shall inspect, maintain and repair the landscaping, drainage and irrigation systems serving or within, and any Improvements constructed upon, the Association Property, including without limitation the landscaped medians in the Development.

9.4 Failure to Maintain. The Board shall have the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner or a Sub-Association, 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 9.5, in the event an Owner or Sub-Association 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, in the case of Owners, charge the cost thereof to the Owner as a Reimbursement Assessment.

9.5 Authority for Entry of Lot. The Association or its agents may enter any Lot, whenever 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 or which it is authorized to perform, including without limitation the authorization provided in Section 9.4. 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 if applicable. 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. Neither the Master Association nor any Owner shall have any right to enter any portion of the Golf Course without the prior consent of the owner of the Golf Course, unless the

Owner's right of entry results from the Owner's status as a member of any golf country club established by the owner of the Golf Course.

ARTICLE 10 ARCHITECTURAL CONTROL

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

10.2 Establishment of Architectural Review Committee.

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

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

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

10.2.4 The Board may also delegate the authority of the Architectural Review Committee or Board to receive, review, approve and deny architectural applications to a Sub-Association or its duly appointed architectural committee. If such a delegation is made, only the approval of such Sub-Association or its committee shall be required before an Owner may construct, install, plant, alter or modify an Improvement. The Supplemental Declaration for Springfield at Whitney Oaks, recorded as Document Number 2004-0012285, on February 04, 2004, in the Official Records of Placer County, shall remain in full force in effect regarding delegation of architectural review authority.

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

10.4 Meetings. The Architectural Review Committee may meet as necessary to properly perform its duties hereunder. Every act done or decision made by a majority of the members of the Architectural Review Committee shall be the act or decision of the Architectural Review Committee. The Architectural Review Committee shall keep and maintain a record of all actions taken by it at any

meetings or otherwise. The Architectural Review Committee and its members may, at the discretion of the Board, be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Review Committee function.

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

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

10.7 Obligation of Sub-Associations to Obtain Committee Approval. Unless otherwise provided in a Supplemental Declaration, all Sub-Associations must seek Architectural Review Committee approval in accordance with this article prior to commencing any construction, alteration, grading, landscaping, addition, excavation, modification, redecoration, or reconstruction of an Improvement within a Sub-Association Common Area. For purposes of this Article 10, when reference is made to Owners regarding the architectural approval process, the term Owners shall be replaced with Sub-Association when a Sub-Association is seeking architectural approval.

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

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

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

10.9.2 The Architectural Review Committee shall find that the plans and specifications (a) conform to both these Master CC&Rs and the Design Guidelines in effect at the time such plans were submitted to the Committee, unless a variance is granted from such Design Guidelines pursuant to Section 10.21; (b) will be in harmony with the external design of other structures and/or landscaping within the Development; and (c) will not

interfere with the reasonable use and/or enjoyment of any other Lot Owner of his or her property; and

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

10.9.4 The Architectural Review Committee shall not have the authority to grant any variances from the restrictions set forth in the Association's Governing Documents. The Board shall have such authority to grant variances with respect to Improvements and applications for Improvements pursuant to the terms of Section 4.31 above. The term "variance" shall mean the allowance of a deviation, disagreement, or violation of the terms of the Governing Documents.

10.10 Form of Approval. All approvals and denials of requests for approval shall be in writing except as provided in Section 10.11. The Architectural Review Committee may approve a request for approval subject to the Owner's consent to any modifications made by the Architectural Review Committee. If the Owner does not consent to the modifications, the request for approval shall be deemed denied in its entirety. Any denial of a request for approval shall include (a) an explanation of why the request for approval was denied, and (b) a description of the procedure for Board review of the denial as set forth in this article and any applicable Design Guidelines.

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

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

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

upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

10.14 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one year after commencing construction thereof (or in the case of projects under construction when these Master CC&Rs are Recorded, within one year after the date of Recordation), except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section, the Board shall proceed in accordance with the provisions of Section 10.17, below, as though the failure to complete the Improvements was a non-compliance with approved plans.

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

10.15.1 Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any Improvements, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Review Committee.

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

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

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

10.15.5 If, for any reason, the Architectural Review Committee fails to notify the Owner of any non-compliance 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 Review Committee by evidence in the form of either a copy of such notice date-stamped by the Association's office or by certified mail provided

by the U. S. Postal service acknowledging that such notice was delivered to the Association.

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

10.17 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 these Master CC&Rs, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot through him, shall be entitled to rely on such certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

10.18 Notice of Noncompliance. If any Improvements are installed within the Development that are not in conformance with these Master CC&Rs, 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 these Master CC&Rs, as determined by the Board, the Association shall issue and, if permitted by the County of Placer, record an estoppel certificate in accordance with Section 10.17. Each Owner of a Lot, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to the recordation of notices of noncompliance as set forth in this Section.

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

10.20 Compliance with Governmental Requirements. The application to the Association, and the review and approval of any proposals, plans, or other submittals, shall in no way be deemed to be

satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the Board, the Architectural Review Committee, or their members as to the accuracy, efficacy, or sufficiency of such proposals, plans or other submittals.

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

10.21.1 The Board must make a good faith written determination that: (a) the requested variance does not constitute a material deviation from the overall plan and scheme of the Development or from any restriction contained in the Master CC&Rs or that the proposal allows the objectives of the violated restriction(s) to be substantially achieved despite noncompliance; (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 unreason nuisance, with respect to any other Lot, Common Area or Owner in the Development.

ARTICLE 11 THE GOLF COURSE

11.1 Lots Abutting the Golf Course. Lots which abut property used or intended for use as a golf course may contain a non-development area extending into the Lot from its boundary with the property used or intended for use as a golf course. Such areas shall serve primarily to buffer golf course areas from development. Where such non-development area exists, it will be owned by the Owner of the Lot in question, but it shall be subject to restrictions prohibiting structural improvement (including fences) and other uses or activities that would interfere with the visual or practical advantage of such buffer areas. The existence and dimensions of all such non-development areas within a Lot may be shown or noted in a Supplemental Declaration or in Design Guidelines. Specific obligations or prohibitions to be observed by an Owner of such Lot may be noted on the Record map, or in the Declaration of Annexation, or design guidelines.

11.2 Resulting from Proximity to Golf Course. Each Owner who acquires a Lot acknowledges, accepts and assumes the risk of the special benefits and burdens associated with a golf course. The owner of any golf course or country club and each and every member, guest, golfer, employee or agent of any golf course or country club, disclaims any liability for personal injury or property damage resulting in any way, all or in part, from any of the following items set forth in subparagraphs 11.2.1 through 11.2.7 inclusive and each Owner accepts such disclaimer and agrees to release and waive any claims that the Owner, or any guest, invitee, employee or contractor of Owner, may have as a result of any such following items:

11.2.1 Errant Golf Balls. Owners of Lots, particularly Lots abutting a golf course, acknowledge the inherent risk of errant golf balls and assume and accept such risk. Owners acknowledge and accept the risk that golfers may attempt to retrieve errant golf balls from any Lot and each Owner agrees to release and waive any claims Owner may have as a result of such retrieval.

11.2.2 View Impairment/Privacy. Owners of Lots, including Owners abutting a golf course, have no guarantee that their view over and across the golf course will be forever preserved without impairment or that the view from the golf course will not be impaired. The owner of any golf course has no obligation to prune or not prune trees or other landscaping and the owner of any golf course has reserved the right, at its sole and

absolute discretion, to add, change or reconfigure the golf course, including any trees, landscapes, tees, bunkers, fairways and greens.

11.2.3 Pesticides and Fertilizers. Pesticides, fertilizers and other chemicals will be utilized in connection with the golf course and the Owners acknowledge, accept the use and assume the risk of such pesticides, fertilizers and chemicals.

11.2.4 Noise and Light. Owners of Lots, particularly owners of Lots in proximity to any clubhouse or maintenance facility, may be exposed to lights, noise or activities resulting from use of the clubhouse for dining and entertainment and use of the parking lot, and the Owners acknowledge, accept and assume the risk of such light, noise or activities.

11.2.5 No Access. Notwithstanding the proximity of any golf course to any Lot, and notwithstanding that the Owner of any Lot may have a right to use the golf course facilities as a result of membership or other rights acquired separately from ownership of a Lot or membership in the Master Association, no owner, resident or occupant of a Lot has a right of access to any golf course directly from their Lot.

11.2.6 Maintenance. Golf courses require daily maintenance, including mowing, irrigation and grooming, during early morning and evening hours, including without limitation the use of tractors, blowers, pumps, compressors and utility vehicles. Owners of Lots, particularly Owners of Lots in proximity of the golf course, will be exposed to the noise and other effects of such maintenance, and the Owners acknowledge, accept and assume the risk of such noise and effects.

11.2.7 Risk of Injury. Each Owner expressly assumes the above detriments and risks of owning property adjacent to a golf course and agrees that the owner or manager of the golf course, nor any of their successors or assigns shall be liable to the Owner or to anyone claiming any loss, damage or personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon or arising out of the proximity of the Owner's Lot to the golf course. Each Owner of a Lot adjacent to the golf course hereby agrees to indemnify and to hold harmless the owner and manager of the golf course and their successors and assigns, against any and all such claims by the Owner or his or her invitees.

11.3 Golf Course Entry. Neither the Master Association, nor any Owner or Sub-Association shall have any right of entry onto the golf course without the prior written consent of the owner of the golf course. Neither the Master Association nor any Owner or Sub-Association may permit any irrigation water to overspray or drain from their Common Area or Lots onto any portion of the golf course, except through storm drainage Improvements originally constructed in the Development. Neither the Master Association nor any Owner or Sub-Association may permit any fertilizer, pesticides or other chemical substances to overspray, drain, flow or be disposed of in any manner upon the golf course. If the Master Association or any Owner or Sub-Association violates the provisions of this subparagraph, they shall be liable to the owner of the golf course for all damages to the turf resulting from their violation.

11.4 No Representations or Warranties. Ownership or operation of the Golf Course may change at any time. The consent of the Master Association or any Owner is not required to effect any change in the ownership or operation of the Golf Course. All Owners are hereby advised that no representations or warranties have been made by Declarant or the owner of the Golf Course regarding the continuing existence, ownership or operation of the Golf Course.

11.5 Right to Use Golf Course. Neither being an Owner of a Lot within Whitney Oaks nor being a Member of the Master Association confers any ownership interest in or right to use the Golf Course. Whitney Oaks development "rights," as used herein, may be limited to granting Lot Owners a preferred position (vis-à-vis non-Owners) on a membership waiting list maintained by the owner of the Golf Course. The owner of the Golf Course shall grant memberships in the Golf Course and manage the use of the Golf Course subject to such preferred rights. Rights to use the Golf Course are within the exclusive control of the owner of the Golf Course, and will be given to such persons and on such terms and conditions as the owner of the Golf Course may determine from time-to-time. The owner of the Golf Course may amend or waive its determinations and policies with respect to use of the Golf Course or membership in the Golf Club at any time.

11.6 Golf Course Owner Maintenance Responsibilities.

11.6.1 Golf Course Appearance. Each Owner acknowledges and agrees that neither any Owner nor the Master Association shall have any right to compel the Golf Course owner to maintain the Golf Course or any Improvements thereon to any particular standard of care and that the appearance of the Golf Course and Improvements shall be determined in the sole discretion of the Golf Course owner.

11.6.2 Golf Course Cart Paths. Portions of the golf cart path system may be situated on the Common Area. No Owner shall have any right to use any portion of the golf cart path system, including any portion situated on the Common Area without the prior approval of the owner or manager of the Golf Course. The Golf Course owner shall have the sole duty and obligation to maintain any portion of the golf cart path system which may be located within the Common Area.

11.6.3 Access Easement on Adjoining Lots for Maintenance. As more particularly provided in these Master CC&Rs, the owner of the Golf Course shall have the right to enter upon any unimproved areas of Lots that share a common boundary line with any Golf Course fairway for the purpose of maintaining a clean and attractive edge and transition area from the Golf Course fairway into the adjacent Lot. Conversely, Owners of Lots may make arrangements with the owner of the Golf Course to permit the Lot Owner to extend landscaping, pursuant to a revocable license, to the edge of the maintained fairway, so as to maintain an attractive transition at the expense of the Owner, even if the landscaping extends across the boundary line into the adjacent Golf Course parcel.

11.7 Amendment. The provisions of this article may not be amended without the written consent of the owner of the Golf Course.

ARTICLE 12 ENFORCEMENT

12.1 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.

12.2 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 these Master CC&Rs and subject to any and all of the enforcement procedures set forth herein.

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

12.4 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.

12.5 Rights and Remedies of the Association.

12.5.1 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.

12.5.2 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.

12.5.3 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 12.7 below, imposition of sanctions shall be effective only after notice and an opportunity for hearing as provided in Section 8.1.3 of the Bylaws. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.9 of these Master CC&Rs 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.

12.5.4 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 6 of these Master CC&Rs, 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.

12.5.5 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 these Master CC&Rs. The provisions of this Section 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.

12.6 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.

12.7 Emergency Situations. The following shall constitute emergency situations: (a) an immediate and unreasonable threat to the safety of Residents of the Development, (b) a traffic or fire hazard, or (c) a threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct that constitutes an emergency situation, the Association may undertake immediate corrective or disciplinary action. Hearings with respect to such corrective or disciplinary action shall be in accordance with Section 8.1.3.4 of the Bylaws.

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

12.9 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.

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

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

12.12 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 13 AMENDMENT

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

13.2 Amendments by Board. The Board of Directors may, without the approval of the Members, amend any part of these Master CC&Rs 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 these Master CC&Rs 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 Master CC&Rs 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 Master CC&Rs when they have been properly amended pursuant to this Article. Any such restatement shall supersede any prior declarations and amendments in their entirety, but shall not affect the priority of any previous declarations or amendments in the chain of title to all Properties within the Development as established by the initial date of recordation of the original declaration for the Development. Such restatement may also:

- (a) Add, delete, or rearrange the text of the Master CC&Rs to maintain consistency with any amendments including, but not limited to, altering the title and numbering of the restatement;
- (b) Delete material that is no longer legally effective;

- (c) Add text which indicates that the Board of Directors has authorized the restatement and otherwise describes the background of the Development and the restatement process, and
- (d) Correct any errors or inaccuracies in the Master CC&Rs, including but not limited to, the legal description of the properties in the Development.

ARTICLE 14 GENERAL PROVISIONS

14.1 Headings. The headings used in these Master CC&Rs are for convenience only and are not to be used in interpreting the meaning of any of the provisions of these Master CC&Rs, or otherwise.

14.2 Severability. The provisions of these Master CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

14.3 Liberal Construction. The provisions of these Master CC&Rs shall be liberally construed to effectuate their purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

14.4 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.

14.5 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 these Master CC&Rs in a deed to any Lot.

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

14.6.1 Subject to the provisions of Section 14.6.2, upon the recording of a Declaration of Annexation in conformance with Section 14.6.2, all provisions contained in these Master CC&Rs will apply to the real property described in such Declaration of Annexation (the "Annexed Territory") in the same manner as if it were originally covered by these Master CC&Rs. Thereafter, the rights, powers and responsibilities of the parties to these Master CC&Rs with respect to the Annexed Territory will be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the Annexed Territory, as well as within the property originally subject to these Master CC&Rs, will be the same as if the Annexed Territory were originally covered by these Master CC&Rs. The Assessments on the Annexed Territory shall commence on the first (1st) day of the month following the recordation of the Notice of Annexation or at such other time agreed to by the Board and specified in the Notice of Annexation.

14.6.2 The additions authorized under this section must be made by recording a Declaration of Annexation, or other similar instrument with respect to the Annexed Territory ("Declaration of Annexation") which will extend the general plan of these Master CC&Rs to such Annexed Territory. The Notice of Annexation must be signed by (a) at least two (2) officers of the Association to certify that the requisite Board approval under this Section was obtained, and (b) by the record owner(s) of the property


comprising the Annexed Territory. The recordation of a Declaration of Annexation effectuates the annexation of the Annexed Territory described therein, and thereupon such Annexed Territory will constitute a part of the Development, become subject to these Master CC&Rs and encompassed within the general plan of covenants, conditions, restrictions, reservation of easements, and equitable servitudes contained herein, and become subject to the Association's functions, powers and jurisdiction and the Owners of Lots in the Annexed Territory will automatically become Members. Such Notice of Annexation may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in these Master CC&Rs as may be necessary to reflect the different character, if any, of the Annexed Territory, and as are not inconsistent with the general plan of these Master CC&Rs. In no event, however, may such Declaration of Annexation or Supplemental Declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by these Master CC&Rs as the same pertain to the real property originally covered by these Master CC&Rs.

14.7 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in these Master CC&Rs shall run with and shall benefit and burden all of the real property subject to these Master CC&Rs, including without limitation the Lots and the Common Area, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of Recordation of these Master CC&Rs. Thereafter the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial thirty (30) year term or any ten (10) year extension period a written instrument, approved by at least an Absolute Majority, terminating the effectiveness of these Master CC&Rs is Recorded.

IN WITNESS WHEREOF, Members of WHITNEY OAKS COMMUNITY ASSOCIATION, consisting of not less than fifty-one percent (51%) of the voting power of Members, hereby affirm, approve, and adopt this First Restated Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks pursuant to Section 16.02 of the Original Master Declaration by means of the signatures of the President and Secretary of the Association.

DATED: 3/19, 2015

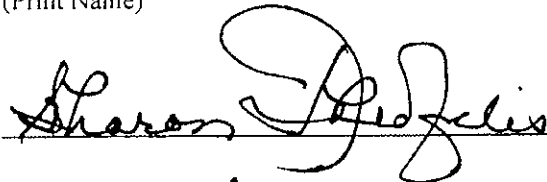
WHITNEY OAKS COMMUNITY ASSOCIATION,
a California nonprofit
mutual benefit corporation



BOB JONES

, President

(Print Name)



SHARON THEOFELIS

, Secretary

(Print Name)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 March 19, 2015 before me, Jennifer Huntoon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Bob Jones
Name(s) of Signer(s)

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 Jennifer Huntoon, Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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State of California)

County of Placer

On March 19, 2015 before me, Jennifer Huntoon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sharon Theofelis
Name(s) of Signer(s)

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 Jennifer Huntoon, Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Exhibit "A"

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

City of Rocklin

The land referred to herein is located within the State of California, County of Placer, City of Rocklin, and is described as follows:

PARCEL ONE:

A portion of Parcel F, as shown on the map recorded in Book 6 of Parcel Maps, at page 52, Placer County records, being a portion of Sections 12 and 13, Township 11 North, Range 6 East, MDB&M, and described as follows:

Beginning at the Section corner common to Sections 12 and 13, Township 11 North, Range 6 East, and Sections 7 and 18, Township 11 North, Range 7 East, MDB&M, being a point on the East line of said Parcel F; thence, along the boundary of said Parcel F, the following two (2) courses:

- (1) South 00 degrees 04 minutes 43 seconds West 157.44 feet; and
- (2) North 36 degrees 52 minutes 24 seconds West 969.94 feet;

thence, leaving the boundary of said Parcel P, the following three (3) courses:

- (1) North 13 degrees 38 minutes 31 seconds East 568.64 feet;
- (2) North 41 degrees 13 minutes 30 seconds West 337.46 feet; and
- (3) North 63 degrees 37 minutes 43 seconds East 151.26 feet, to a point on the Northeasterly line of said Parcel F;

thence, along the boundary of said Parcel F, the following three (3) courses:

- (1) along a curve to the left of radius of 700.00 feet, through a central angle of 37 degrees 02 minutes 49 seconds, for 452.61 feet (chord: South 44 degrees 53 minutes 42 seconds East 444.77 feet);
- (2) South 63 degrees 25 minutes 06 seconds East 241.65 feet, to the East line of said Section 12; and
- (3) along said East line South 00 degrees 03 minutes 43 seconds West 1073.41 feet, to the point of beginning.

(APN: 017-190-023)

PARCEL TWO:

A portion of Parcel E, as shown on the Map recorded in Book 6 of Parcel Maps, at page 52, Placer County Records, being a portion of Section 12, Township 11 North, Range 6 East, MDB&M, and described as follows:

Beginning at the Southeast corner of said Parcel E; thence, along the South line of said Parcel E, South 63 degrees 37 minutes 43 seconds West 151.26 feet; thence, leaving said South line, the following eleven (11) courses:

- (1) North 41 degrees 13 minutes 30 seconds West 350.12 feet;
- (2) North 34 degrees 31 minutes 15 seconds East 204.64 feet;
- (3) North 13 degrees 14 minutes 25 seconds West 87.32 feet;
- (4) North 38 degrees 45 minutes 55 seconds West 423.24 feet;
- (5) North 43 degrees 15 minutes 50 seconds West 116.73 feet;
- (6) North 17 degrees 58 minutes 10 seconds East 194.49 feet;
- (7) North 42 degrees 57 minutes 20 seconds West 198.11 feet;
- (8) North 03 degrees 22 minutes East 170.30 feet;
- (9) North 37 degrees 34 minutes 10 seconds East 82.01 feet;
- (10) North 60 degrees 31 minutes 25 seconds East 132.10 feet; and
- (11) North 46 degrees 07 minutes 25 seconds East 11.15 feet, to the Easterly line of said Parcel E;

thence, along said Easterly line, the following five (5) courses:

- (1) South 41 degrees 59 minutes 14 seconds East 24.19 feet;
- (2) South 21 degrees 59 minutes 03 seconds East 524.60 feet;
- (3) along a curve to the right of radius 1000.00 feet, through a central angle of 06 degrees 36 minutes 28 seconds, for 115.33 feet (chord: South 18 degrees 40 minutes 49 seconds East 115.26 feet);
- (4) south 15 degrees 22 minutes 35 seconds East 791.88 feet; and
- (5) along a curve to the left of radius 700.00 feet, through central angle of 10 degrees 59 minutes 42 seconds, for 134.33 feet (chord: South 20 degrees 52 minutes 26 seconds East 134.12 feet) to the point of beginning.

(APN: 017-190-025)

PARCEL THREE:

A portion of Section 12, Township 11 North, Range 6 East, MDB&M, described as Parcel G as shown on the map, recorded in Book 6 of Parcel Maps, at page 52, Placer County Official Records.

EXCEPTING THEREFROM that portion described as follows:

Beginning at the Northwest corner of said Parcel G; thence, along the North line of said Parcel G, the following two (2) courses:

- (1) North 79 degrees 04 minutes 24 seconds East 496.55 feet; and
- (2) along a curve to the right of radius of 1015.00 feet, through a central angle of 14 degrees 00 minutes 04 seconds, for 248.03 feet (chord: North 86 degrees 04 minutes 26 seconds East 247.41 feet);

thence, leaving said boundary, the following five (5) courses:

- (1) South 18 degrees 19 minutes 40 seconds East 168.58 feet;
- (2) South 33 degrees 41 minutes 25 seconds West 180.28 feet;
- (3) South 67 degrees 00 minutes 40 seconds West 179.23 feet;
- (4) South 53 degrees 07 minutes 50 seconds West 174.98 feet; and
- (5) South 46 degrees 07 minutes 25 seconds West 169.21 feet, to a point on the West line of said parcel G;

thence, along said West line, the following six (6) courses:

- (1) North 41 degrees 59 minutes 14 seconds West 110.35 feet;
- (2) North 60 degrees 56 minutes 44 seconds West 185.32 feet;
- (3) North 38 degrees 59 minutes 47 seconds West 89.41 feet,
- (4) along a curve to the right of radius 120.00 feet, through a central angle of 61 degrees 39 minutes 44 seconds, for 129.15 feet (chord: North 08 degrees 09 minutes 55 seconds West 123.00 feet);
- (5) North 22 degrees 39 minutes 57 seconds East 95.34 feet; and
- (6) along a curve to the left of radius 220.00 feet, through a central angle of 10 degrees 55 minutes 06 seconds, for 41.92 feet (chord: North 17 degrees 12 minutes 24 seconds East 41.86 feet) to the point of beginning.

(APN: 017-190-018)

PARCEL FOUR:

A portion of Section 12, Township 11 North, Range 6 East, MDB&M, described as Parcel H, as shown on the map recorded in Book 6 of Parcel Maps, at page 52, Placer County Official Records.

EXCEPTING THEREFROM that portion described so follows:

Beginning at the Southwest corner of said Parcel H; thence, along the boundary of said Parcel H, the following twelve (12) courses:

- (1) along a curve to the left of radius 220.00 feet, through a central angle of 17 degrees 59 minutes 32 seconds for 69.11 feet (chord: North 02 degrees 44 minutes 55 seconds East 68.82 feet);
- (2) North 06 degrees 15 minutes 01 seconds West 155.31 feet;
- (3) along a curve to the right of radius 300.00 feet, through a central angle of 24 degrees 51 minutes 59 seconds, for 130.20 feet (chord: North 06 degrees 10 minutes 58 seconds East 129.18 feet);
- (4) North 18 degrees 36 minutes 58 seconds East 56.56 feet;
- (5) along a curve to the left of radius 215.00 feet, through a central angle of 41 degrees 00 minutes 45 seconds, for 153.90 feet (chord: North 01 degree (3 minutes 25 seconds West 150.63 feet);
- (6) North 22 degrees 23 minutes 47 seconds West 196.60 feet;
- (7) along a curve to the left of radius 280.00 feet, through a central angle of 39 degrees 31 minutes 54 seconds, for 193.19

- feet (chord: North 42 degrees 09 minutes 44 seconds West 189.38 feet);
- (8) North 61 degrees 55 minutes 41 seconds West 114.99 feet;
 - (9) along a curve to the right of radius 435.00 feet, through a central angle of 38 degrees 18 minutes 44 seconds, for 290.87 feet (chord: North 42 degrees 00 minutes 05 seconds West 285.49 feet);
 - (10) North 66 degrees 42 minutes 41 seconds East 25.00 feet;
 - (11) North 69 degrees 34 minutes 32 seconds East 1816.67 feet; and
 - (12) South 01 degree 11 minutes 59 seconds East 1101.27 feet;

thence, leaving the boundary of said Parcel H, the following four (4) courses:

- (1) along a curve to the left of radius 900.00 feet, through a central angle of 06 degrees 23 minutes 03 seconds, for 100.28 feet (chord: South 52 degrees 25 minutes 41 seconds West 100.23 feet);
- (2) South 49 degrees 14 minutes 10 seconds West 180.55 feet;
- (3) along a curve to the right of radius 1800.00 feet, through a central angle of 14 degrees 05 minutes 03 seconds, for 442.47 feet (chord: South 56 degrees 16 minutes 41 seconds West 441.35 feet); and
- (4) South 18 degrees 19 minutes 40 seconds East 159.98 feet, to the South line of said parcel H;

thence, along said South line, the following two (2) courses:

- (1) along a curve to the left of radius 1015.00 feet, through a central angle of 14 degrees 00 minutes 04 seconds, for 248.03 feet (chord: South 86 degrees 04 minutes 26 seconds West 247.41 feet) and
- (2) South 79 degrees 04 minutes 24 seconds West 496.55 feet to the point of beginning.

(APN: 017-190-020)

PARCEL FIVE:

A portion of Sections 1 and 12, Township 11 North, Range 6 East, MDB&M, described as Parcel I, as shown on the map recorded in Book 6 of Parcel Maps, at page 52, Placer County Official Records.

EXCEPTING THEREFROM that portion described as follows:

Beginning at the Southeast corner of said Parcel I, being the Southeast corner of said Section 1; thence, along the boundary of said Parcel I, the following six (6) courses:

- (1) South 69 degrees 34 minutes 32 seconds West 1816.67 feet;
- (2) South 66 degrees 42 minutes 41 seconds West 25.00 feet;
- (3) North 23 degrees 17 minutes 19 seconds West 596.29 feet;
- (4) North 33 degrees 12 minutes 52 seconds West 208.74 feet;

- (5) North 65 degrees 48 minutes 18 seconds East 25.18 feet; and
- (6) North 65 degrees 48 minutes 10 seconds East 1542.09 feet;

thence, leaving the boundary of said Parcel I, the following five (5) courses:

- (1) South 24 degrees 11 minutes 50 seconds East 489.44 feet;
- (2) North 65 degrees 48 minutes 10 seconds East 320.50 feet;
- (3) South 71 degrees 03 minutes 45 seconds East 57.06 feet;
- (4) South 24 degrees 11 minutes 50 seconds East 214.20 feet; and
- (5) North 65 degrees 48 minutes 10 seconds East 11.55 feet, to a point on the East line of said Parcel I;

thence, along said East line, South 00 degrees 12 minutes 02 seconds East 196.64 feet, to the point of beginning.

(APN: 017-180-057)

PARCEL SIX:

A portion of Parcel J, as shown on the map recorded in Book 6 of Parcel Maps, at page 52, Placer County Records, being a portion of Sections 1 and 12, Township 11 North, Range 6 East, MDB&M, and described as follows:

Beginning at the Northeast corner of said Parcel J; thence, along the East line of said Parcel J, being the East line of said Section 1, the following two (3) courses:

- (1) South 00 degrees 11 minutes 31 seconds East 346.50 (called South 00 degrees 12 minutes 26 seconds East; 346.47 feet on said map) to the East quarter corner of said Section 1; and
- (2) South 00 degrees 12 minutes 02 seconds East 1628.41 feet (called 1628.04 feet on said map);
- (3) Thence, leaving said East line and along the South boundary of Parcel J, South 65 degrees 48 minutes 10 seconds West 1069.29 feet (called South 65 degrees 47 minutes 36 seconds West on said Map); thence, leaving the boundary of said Parcel J, the following eight (8) courses:

- (1) North 24 degrees 11 minutes 50 seconds West 315.00 feet;
- (2) North 56 degrees 14 minutes 20 seconds East 277.95 feet;
- (3) North 26 degrees 04 minutes 30 seconds East 261.63 feet;
- (4) North 05 degrees 33 minutes 40 seconds East 511.08 feet;
- (5) North 65 degrees 44 minutes 40 seconds West 163.35 feet;
- (6) North 83 degrees 48 minutes 20 seconds West 433.79 feet;
- (7) North 67 degrees 38 minutes 15 seconds West 194.54 feet; and
- (8) North 46 degrees 47 minutes 35 seconds West 760.23 feet, to the North boundary of said Parcel J;

thence, along the North boundary of said Parcel J, the following five (5) courses:

- (1) North 20 degrees 57 minutes 11 seconds East (called North 20 degrees 56 minutes 50 seconds East on said Map) 390.00 feet;
- (2) South 87 degrees 01 minutes 48 seconds East 898.98 feet (called South 87 degrees 02 minutes 18 seconds East, 898.72 feet on said map);
- (3) along the arc of a 375.00 foot radius curve to the right, through a central angle of 22 degrees 51 minutes 43 seconds for 149.63 feet (chord: North 14 degrees 22 minutes 08 seconds East, 148.64 feet) (called North 14 degrees 23 minutes 51 seconds East, 148.70 feet on said map);
- (4) South 64 degrees 10 minutes 15 seconds East 50.06 feet (called South 64 degrees 10 minutes 00 seconds East, 50.00 feet on said map); and
- (5) North 84 degrees 56 minutes 12 seconds East 900.55 feet (called North 84 degrees 55 minutes 01 seconds East 900.39 feet on said map) to the point of beginning.

(APN: 017-180-060)

PARCEL SEVEN:

Portions of Sections 6, 7 and 18, Township 11 North, Range 7 East, MDB&M, described as follows:

Beginning at the Northwest corner of Section 6; thence, along the North line of said Section 6, North 89 degrees 49 minutes 39 seconds East 2736.57 feet, to the North quarter corner of said Section 6; thence, continuing along said North line, North 89 degrees 43 minutes 04 seconds East 1/10.04 feet, to a point on the boundary of that parcel conveyed to Placer County Water Works No. 1, as described in that deed recorded in Book 1030, at page 301, Placer County Official Records; thence, along the boundary of said Placer County Water Works No. 1 parcel, the following three (3) courses:

- (1) South 03 degrees 36 minutes East 22.55 feet;
- (2) South 85 degrees 55 minutes East 308.80 feet; and
- (3) South 85 degrees 09 minutes 48 seconds East 258.01 feet, to a point in a stone wall;

thence, along said stone wall, South 06 degrees 04 minutes East 490.72 feet, to the Northeast corner of that parcel conveyed to Placer County Water Agency, as described in that deed recorded in Volume 2413, at page 136, Placer County Official Records; thence, along the boundary of said Placer County Water Agency Parcel, the following four (4) courses:

- (1) West 291.62 feet;
- (2) South 00 degrees 03 minutes 35 seconds West 279.30 feet;
- (3) South 44 degrees 58 minutes 13 seconds East 115.22 feet; and
- (4) East 249.91 feet, to a point in the above mentioned stone wall;

thence, along said stone wall, the following twelve (12) courses:

- (1) South 06 degrees 14 minutes 38 seconds East 507.01 feet;
- (2) South 00 degrees 42 minutes 44 seconds West 314.06 feet;
- (3) South 13 degrees 16 minutes 05 seconds West 267.89 feet;
- (4) South 20 degrees 00 minutes 44 seconds West 431.50 feet;
- (5) South 23 degrees 02 minutes West 531.40 feet;
- (6) South 29 degrees 02 minutes West 436.80 feet;
- (7) South 23 degrees 15 minutes West 587.70 feet;
- (8) South 19 degrees 17 minutes West 183.20 feet;
- (9) South 03 degrees 50 minutes West 261.60 feet;
- (10) South 221.00 feet;
- (11) South 32 degrees 44 minutes West 400.50 feet; and
- (12) South 31 degrees 49 minutes West 559.29 feet, to the North line of Section 7;

thence, along said North line, South 89 degrees 54 minutes 15 seconds East 252.43 feet, to the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7; thence South 00 degrees 45 minutes 39 seconds East 1314.51 feet, to the Northeast corner of the Southwest quarter of the Northeast quarter of Section 7; thence, along the North line of the Southwest quarter of the Northeast quarter of said Section 7, South 89 degrees 51 minutes 41 seconds west 200.00 feet; thence South 28 degrees 55 minutes 10 seconds West 2266.09 feet, to a point on the West line of the Southeast quarter of said Section 7; thence South 18 degrees 10 minutes 16 seconds west 1384.65 feet, to a point on the North line of Parcel A, as shown on the map filed in Book 11 of Parcel Maps, at page 92, Placer County Records; thence, along the North line of said Parcel A, South 89 degrees 26 minutes 44 seconds West 869.43 feet, to the Northwest corner of said Parcel A; thence, along the West line of said Parcel A, South 00 degrees 35 minutes 16 seconds East 658.95 feet, to a point on the South line of said Section 7; thence South 00 degrees 01 minutes 31 seconds West 656.81; thence South 42 degrees 06 minutes 41 seconds West 785.24 feet, to the Northeast line of Parcel B, as shown on the map filed in Book 11 of Parcel Maps, at page 103, Placer County Official Records; thence, along the Northeast line of said Parcel B, North 36 degrees 25 minutes 24 seconds West 1329.27 feet, to the West line of Section 18; thence, along said West line, North 00 degrees 04 minutes 43 seconds East 157.44 feet, to the Southeast corner of Section 12, Township 11 North, Range 6 East, MDB&M; thence, along the East line of said Section 12, North 00 degrees 03 minutes 43 seconds East 2646.88 feet, to the East quarter corner of said Section 12; thence, continuing along said East line, North 01 degrees 11 minutes 59 seconds West 2631.99 feet, to the Southwest corner of Section 6, Township 11 North, Range 7 East, MDB&M; thence, along the West line of said Section 6, North 00 degrees 12 minutes 02 seconds West 2637.96 feet, to the West quarter corner of said Section 6; thence, continuing along said West line, North 00 degrees 11 minutes 31 seconds West 2638.23 feet, to the point of

beginning.

EXCEPTING THEREFROM one square acre, reserved in deed recorded in Book 449, at page 444, Placer County Official Records, lying in the Southwest quarter of Section 6, Township 11 North, Range 7 East, MDB&M, and described as follows:

BEGINNING at the Northeast corner of the parcel to be described hereby, from whence the Southwest corner of said Section 6 bears South 27 degrees 20 minutes 53 seconds West 588.26 feet; thence North 04 degrees 00 minutes West 208.71 feet; thence North 86 degrees 00 minutes East 208.71 feet; thence South 04 degrees 00 minutes East 208.71 feet; thence South 86 degrees 00 minutes West 208.71 feet, to the point of beginning.

ALSO EXCEPTING THEREFROM that portion described as follows:

Beginning at the Southwest corner of said Section 6; thence, along the West line of said Section 6, North 00 degrees 12 minutes 02 seconds West 196.64 feet; thence, leaving said West line, the following five (5) courses:

- (1) North 65 degrees 48 minutes 10 seconds East 190.69 feet;
- (2) South 67 degrees 19 minutes 35 seconds East 81.13 feet;
- (3) South 24 degrees 11 minutes 50 seconds East 1120.00 feet;
- (4) South 65 degrees 48 minutes 10 seconds West 597.28 feet; and
- (5) along a curve to the left of radius 900.00 feet, through a central angle of 10 degrees 10 minutes 57 seconds, for 159.95 feet (chord: South 60 degrees 42 minutes 41 seconds West 159.74 feet) to the West line of Section 7;

thence, along said West line, North 01 degrees 11 minutes 59 seconds West 1101.27 feet, to the point of beginning.

(APN'S: 030-010-004
 030-020-004
 030-050-007 and 014
 030-060-043 and 044
 030-140-026)

Exhibit "B"

No Commercial Area in the Development at this Time

Exhibit "C"

The Whitney Oaks Community Association Repair Matrix

IMPROVEMENT	MAINTENANCE OBLIGATION & RESPONSIBLE PARTY						
RESIDENTIAL UNIT: Each Owner is responsible for the maintenance, repair and replacement of all elements of the Residential Unit and lot, including Exclusive Use Common Area. The following is intended as a general list of the Owner's obligations for maintenance. To the extent an item of maintenance is not included; it is still the responsibility of the Owner unless specifically located within the Common Area of the Association.							
	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
All components of the Residential Unit, including bearing walls, columns, floors, foundations, footings, interior and exterior walls including stucco, decks and patios (and any fencing/walls/railings surrounding such decks or patios), fences, roofs, windows, doors, any elements located within the homeowner lot and all exclusive use common areas.	O	O	O	O	O	O	O
Established system of drainage within the Residential lot, including drain lines and inlets within any portion of the homeowner lot.	O	O	O	O	N/A	N/A	N/A
Utilities and utility equipment exclusively servicing the Residential lot.	O	O	O	O	N/A	N/A	N/A
ASSOCIATION PROPERTY: The Association is responsible for all of the maintenance, repair and replacement of the Association Property. The following is intended as a general list of the Association's obligations for maintenance of the Association Property. To the extent an item of maintenance is not included, it is still the responsibility of the Association unless the item is designated herein for maintenance by the Owners.							
	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
All improvements located within the Association Property including Private Streets, sidewalks, gates, open spaces, landscaping, parking areas, walkways, fences, walls and railings, irrigation and drainage systems, trails, common area pools, and the common area fitness center.	A	A	A	A	A	A	A
Cluster mailboxes (excluding locks on individual mailboxes).	A	A	A	A	A	A	N/A