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**Four Seasons at Westshore
Community Association**
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SECOND AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FOUR SEASONS AT WESTSHORE

NOTICE OF SENIOR HOUSING RESTRICTIONS

See Article 2

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

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**SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
FOUR SEASONS AT WESTSHORE**

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Four Seasons at Westshore is made by the Four Seasons at Westshore Community Association, a California nonprofit mutual benefit corporation (the "Association").

RECITALS

A. The Association is an "association," as that term is defined in California Civil Code section 4080 which has been created to manage the common interest development located in Sacramento County, State of California commonly known as Four Seasons at Westshore (the "Development") and more particularly described as follows and in Exhibit "A", this Declaration does not include an Exhibit "B", as Exhibit "B" of the First Restated Declaration is no longer needed, as all subsequent phase property has been annexed into the Development.

B. The original developers of the Development, K. Hovnanian Forecast Homes Northern, Inc., a California corporation (the "Declarant") executed a document entitled "Declaration of Covenants, Conditions and Restrictions of Four Seasons at Westshore," recorded on September 18, 2007, as Document No. 20070918, at Page 1097, in the Office of the Sacramento County Recorder (the "Original Declaration").

C. The Original Declaration was further amended and restated in a document titled "Restated Declaration of Covenants, Conditions and Restrictions for Four Seasons at Westshore," recorded on October 4, 2007, in Book 20071004, at Page 0962, in the Office of the Sacramento County Recorder (the "First Restated Declaration").

D. The Original Declaration, as amended and restated by the First Restated 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.

E. This Second Restated Declaration continues the restrictions on the occupancy of Lots within the Development to Qualifying Residents, Qualified Permanent Residents, and Permitted Health Care Residents as these terms are defined herein. By restricting occupancy in this fashion, the Association qualifies the Development as a Senior Citizen Housing Development under both Civil Code section 51.3 and the housing for older persons provisions of the federal Fair Housing Act Amendments of 1988 and the Housing for Older Persons Act of 1995 and applicable regulations thereunder.

F. The Development is subject to the "Supplemental Declaration and Reservation of Stormwater Easements and Promenade Easements for Four Seasons at Westshore, Village K", recorded on November 19, 2007, in Book 20071119, at Page 0768, in the Office of the Sacramento County Recorder ("Supplemental Declaration"), the reference in Section 3 of the Supplemental Declaration to Section 7.2(c) of First Restated Declaration, is restated in this Declaration as Section 10.2.3, see also Section 6.6 of this Declaration.

G. The Association and the Westshore Community Association will share in the responsibility for the maintenance of the water quality of the City-owned Lake which abuts a portion of the Overall Development. The Westshore master planned community is located adjacent to the Four Seasons at Westshore development and also abuts the City-owned Lake. The Westshore Community Association and its members is not a part of this Development and homeowners within the Westshore community will not be Members of the Four Seasons at Westshore Community Association. The Four Seasons at Westshore Community Association will be subject to a Water Quality Contribution Agreement with the Westshore Community Association for the sharing of the expenses associated with maintaining the water quality of the Lake.

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

H. At least an Absolute Majority of the Members voted to amend, restate, and supersede the First Restated Declaration pursuant to Section 16.2(a) of the First Restated Declaration.

NOW, THEREFORE, it is hereby declared as follows:

1. The First Restated Declaration is hereby amended, restated, and superseded in its entirety to read as set forth in this Declaration.

2. All of the real property comprising the Development constitutes a "planned development," as that term is defined in Civil Code section 4175.

3. All of the real property comprising the Development is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.

4. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes as provided in Civil Code section 5975, shall constitute covenants that shall run with the real property comprising the Development, and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or of any interest therein and their heirs, successors, and assigns.

ARTICLE 1 DEFINITIONS

1.1 Absolute Majority. "Absolute Majority" shall mean a majority of the Members of the Association, which means more than 50% of the Members.

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 Committee. "Architectural Committee" shall mean the committee created pursuant to Article 11 of this Declaration.

1.4 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 11.5 of this Declaration.

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

1.6 Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and their Lot as provided in Article 8 of this Declaration. "Assessment" shall include any or all of the following:

1.6.1 Annual Assessments, which shall have the meaning set forth in Section 8.5 of this Declaration.

1.6.2 Enforcement Assessments, which shall have the meaning set forth in Section 8.8 of this Declaration.

1.6.3 Reimbursement Assessments, which shall have the meaning set forth in Section 8.7 of this Declaration.

1.6.4 Special Assessments, which shall have the meaning set forth in Section 8.6 of this Declaration.

1.7 Association. "Association" shall mean the Four Seasons at Westshore Community Association, a California non-profit mutual benefit corporation, its successors and assigns.

1.8 Association Maintenance Area. "Association Maintenance Area" shall mean: (a) all underground water, sewer, and storm drain facilities located within and below the public alleyways and private Common Area streets and alleyways within the Development, which are not maintained by the utility service provider or the City; (b) all non-asphalt or enhanced surface treatments located within the public rights-of-way within the Development; and (c) any additional areas designated in a Declaration of Annexation or Supplemental Declaration. The initial Association Maintenance Areas are more particularly described in attached Exhibit "C." Additional Association Maintenance Areas may be designated in a Declaration of Annexation or Supplemental Declaration. In the event the City informs the Association in writing that the City elects to be solely responsible for the maintenance of any Association Maintenance Area, such area shall no longer be designated an Association Maintenance Area.

1.9 Association Rules. "Association Rules" or "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, elections, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time.

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

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

1.12 City. "City" shall mean the City of Sacramento, and its various departments, divisions, employees, and representatives.

1.13 Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Residents of the Development. The initial Common Area is more particularly described in attached Exhibit "C." Additional Common Area may be designated in a Declaration of Annexation or Supplemental Declaration.

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

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

1.16 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.

1.17 County. "County" shall mean the County of Sacramento, and its various departments, divisions, employees, and representatives.

1.18 Declarant. "Declarant" shall mean K. Hovnanian Forecast Homes Northern, Inc., a California corporation, its successors and assigns.

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

1.20 Development. "Development" shall mean: (a) the real property described in attached Exhibit "A" and (b) the real property described in a Declaration of Annexation, together with all Improvements now located or hereafter constructed or installed thereon, and all appurtenances thereto.

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

1.22 Exclusive Use Common Area. "Exclusive Use Common Area" shall mean those portions of the Common Area set aside for exclusive use of a Lot Owner or Owners (to the exclusion of other Owners), and shall constitute "exclusive use common area" as defined in Civil Code section 4145.

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

1.24 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.

1.25 Lake. "Lake" shall mean the 26-acre lake located within the Development constructed by Declarant and owned by the City.

1.26 Lake Lot. "Lake Lot" shall mean any plot of land shown upon a Subdivision Map which abuts or shares any boundary with the Lake.

1.27 Lake Maintenance Agreement. "Lake Maintenance Agreement" shall mean the Lake Maintenance Agreement between Declarant and the City, Recorded April 18, 2006, as in Book 20060418, at Page 0231, Official Records of Sacramento County.

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

1.29 Member. "Member" shall mean an Owner.

1.30 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.

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

1.32 Permitted Health Care Resident. "Permitted Health Care Resident" shall mean a person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident, as established in Civil Code section 51.3 as may be amended.

1.33 Qualified Permanent Resident. "Qualified Permanent Resident" shall mean a person who meets both of the following requirements, as established in Civil Code section 51.3 as may be amended:

1.33.1 Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen; or

1.33.2 Was forty-five (45) years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

1.33.3 "Qualified permanent resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or

a qualified permanent resident as defined in Section 1.34.2 who needs to live with the senior citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined Civil Code section 54(b). A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in Civil Code section 54(b).

1.33.3.1 For any person who is a Qualified Permanent Resident under this paragraph whose disabling condition ends, the Board of Directors may require the formerly disabled resident to cease residing in the Development upon receipt of six (6) months' written notice; provided, however, that the Board of Directors may allow the person to remain a Resident for up to one (1) year after the disabling condition ends.

1.33.3.2 The Board of Directors may take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident under this paragraph if the Board of Directors finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

(a) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the co-resident, parent, or grandparent of that person.

(b) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the Board of Directors, in order to preserve the privacy of the affected persons.

The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

1.34 Qualifying Resident. "Qualifying Resident" shall mean a person fifty-five (55) years of age or older, as established in Civil Code section 51.3 as may be amended.

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

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

1.37 Resident. "Resident" shall mean any person who resides in a Residence within the Development whether or not such person is an Owner as defined in Section 1.31 of this Declaration.

1.38 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 or secret ballot (in conformity with Corporations Code section 7513 or Civil Code sections 5100–5125, respectively) in which the number of ballots received equals or exceeds the number required to establish a quorum.

1.39 Subdivision Map. "Subdivision Map" shall mean the subdivision maps entitled "The Four Seasons at Westshore" and "Remainder" recorded on May 7, 1986 in Book 18 of Maps, at Page 14 in the Office of the County Recorder of Sacramento County.

1.40 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members, calculated on the basis of one (1) vote for each Lot.

1.41 Water Quality Contribution Agreement. "Water Quality Contribution Agreement" shall mean any agreement between the Association and the owner of, or the owners association for, any property that is not annexed to the Development but which utilizes the Lake for storm-drainage purposes.

ARTICLE 2 AGE-RESTRICTED HOUSING

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

2.1.1 Use its best efforts to provide significant facilities and services specifically designed to meet the physical or social needs of persons fifty-five (55) years of age or older; and

2.1.2 Publish and adhere to rules, policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

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

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

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

2.2.1 Qualified Permanent Residents. A person who meets both of the following requirements:

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

2.2.1.2 Was forty-five (45) years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Qualifying Resident or Senior Citizen. "Cohabitants" are two (2) persons who live together as spouses, or persons who are domestic partners within the meaning of Family Code section 297.

2.2.2 Disabled Person. A disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or a Qualified Permanent Resident as defined in Section 1.34 who needs to live with the Senior Citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in Civil Code section 54(b). A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in Civil Code section 54(b).

2.2.3 Permitted Health Care Resident. A Permitted Health Care Resident may occupy a Lot during any period that the Permitted Health Care Resident is actually providing live-in, long-term, or hospice health care to a Qualifying Resident for compensation.

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

2.3 Adoption of Verification Policies and Procedures. In compliance with the Act, the Association may publish and adhere to policies and procedures which demonstrate that the Development is intended and operated for occupancy by Qualifying Residents. The Association shall also comply with the federal rules and regulation for verification of occupancy adopted pursuant to the Federal Act.

2.4 Amendment to Terminate Senior Housing Development Status. Due to the designation of the Development as a senior citizen housing development under the Act, the Natomas Unified School District has excluded the Development from most of the District's school impact mitigation fees. Any amendment to this Declaration which would disqualify the Development from the "housing for older persons" exemption contained in the Act, shall require the written approval of the City and the Natomas Unified School District. Such an amendment shall subject Lots to costs associated with school mitigation impact fees levied by the District.

ARTICLE 3 COMMON AREA

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

3.2 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 their 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:

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

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

3.2.3 The right of the Board, as set forth in Section 4.7 of this Declaration, to grant easements and rights of way in, on, over, or under the Common Area.

3.2.4 The right of the Board to sell, dedicate, or transfer all or any part of the Common Area, subject to the requirements of Section 7.8 and Section 7.9.

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

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

3.2.7 The right of the Association, through its authorized agents, to enter any Lot to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair or replacement for the benefit of the Common Area or the Owners in common, or to make necessary repairs that the Lot Owner has failed to perform. The right shall be immediate in case of an emergency

originating in or threatening such Residence or Lot and the obligation can be performed whether or not the Owner is present.

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

3.2.9 The right of the Association to grant exclusive use of a portion of the Common Area to an Owner, if approved by an Absolute Majority of the Members, except as provided by law.

3.3 Assignment of Rights of Use. Any Owner may assign their rights of use and enjoyment, including easements, in the Development to the members of their household, tenants, Contract Purchasers, and guests, subject to the terms of the Governing Documents. Upon the leasing of a Lot, or upon occupancy of a Lot by a Contract Purchaser, the Owner shall be deemed to have assigned all such rights exclusively to the tenants or Contract Purchasers of such Lot except that such Owner shall continue to have an easement for ingress and egress to such Owner's Lot to the extent necessary to discharge of the Owner's obligations and rights as a landlord. Each Owner shall notify the Secretary of the Association of the names of any tenants or any such Contract Purchasers of such Owner's Lot. Each Owner, tenant, or Contract Purchaser shall also notify the Secretary of the Association of the names of all members of their 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.

3.4 Damage to Common Area or Association Property. An Owner is responsible for the cost to repair any damage caused to any Common Area, including Exclusive Use Common Area, which is caused by the negligence, gross negligence, or willful misconduct by the Owner or the Owner's tenants, residents, or guests. In the event that the Association elects to submit a claim to its insurance provider for the cost to repair said damage, the Association may charge the cost of the deductible and any increased premiums to the Owner as a Reimbursement Assessment.

3.5 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.

3.6 Utilities Rights and Duties. Whenever sanitary sewer, water, electric, gas, television receiving, telephone lines or other utility connections or drainage systems are located or installed within the Development, the Owner of each Lot served by said connections shall be entitled to the use and enjoyment of such portions of said connections as served their Lot. Every Owner shall maintain all utility installations located in or upon their Lot except for those installations specifically arranged to be

maintained by the Association, or utility companies, whether public, or private. Utility companies shall have the right, at reasonable times after reasonable notice to enter upon the Development to discharge any duty to maintain Development utilities.

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

ARTICLE 4 EASEMENTS

4.1 Owners' Easements. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including ingress and egress to and from their Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

4.1.1 Article 12 of this Declaration authorizes the Board to impose monetary penalties, temporary suspensions of an Owner's rights as a Member of the Association or other appropriate discipline for failure to comply with the governing instruments provided that the established procedures are followed for notice and hearing which satisfy the minimum requirements of Corporations Code section 7341 and are followed with respect to the accused Member before a decision to impose discipline is reached.

4.1.2 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded, provided, however, that no such dedication shall impair the ingress and egress to any individual Lot.

4.2 Owner Non-Exclusive Easement of Enjoyment. Subject to the provisions of this section, every Member shall have a non-exclusive ingress and egress easement and right of use of and enjoyment in, to, and throughout the Common Area. Each such non-exclusive easement shall be appurtenant to Membership in the Association, and pass with the title to every Lot, subject to the following rights and restrictions:

- 4.2.1 Adoption of Rules. The right of the Board of Directors to establish and enforce reasonable Rules governing the use of the Common Area and the facilities thereon including, without limitation, Rules: (a) limiting the hours of use of the Common Area and the facilities thereon, (b) regulating the use of the Common Area and the facilities thereon for group activities, (c) regulating the Common Area for organized events and community programing; and (d) regulating parking upon and use of the Common Area roadways, provided that no Owners shall be denied ingress and egress over Common Area roadways to such Owner's Lot;
- 4.2.2 Facility Fees. The right of the Board to charge reasonable admission and other use fees for any facilities situated upon the Common Area or for any active use of the Lake;
- 4.2.3 Suspension of Use. The right of the Board, as more particularly addressed in the Bylaws, to suspend an Owner's right to use the recreational and other facilities located on the Common Area: (a) any period during which any Assessment against such Owner's Lot remains unpaid, or (b) for violations of the Governing Documents by an Owner, members of Owner's household, tenants, or guests, provided that no Owner shall be denied ingress and egress over Common Area roadways to such Owner's Lot;
- 4.2.4 Granting of Easements. The right of the Board, as set forth in Section 4.7 of this Declaration, to grant easements and rights of way in, on, over, or under the Common Area;
- 4.2.5 Public Use Rights. The right of the public to use any portion of the Common Area which is subject to a public use right or public dedication as shown on a Subdivision Map;
- 4.2.6 Transfer to Public Agency. The right of the Board to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility;
- 4.2.7 Pledge as Security. The right of the Board to mortgage, pledge, encumber, or otherwise hypothecate the Common Area, as security for money borrowed by the Association;
- 4.2.8 Perform Obligations. The right of the Association or its authorized agents to perform its obligations under this Declaration, including, without limitation, obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area;
- 4.2.9 Establish Signage and Improvements. The right of the Association to establish, construct, maintain, repair, and replace entrance signs, privacy gates, street signs, lights, maps, directories, and other similar Improvements upon the Common Area; and
- 4.2.10 Association Storage Areas. The right of the Association to establish, construct, maintain, repair, and replace facilities upon the Common Area including

without limitation 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.

4.3 Easements for Utilities and Maintenance. Wherever sanitary sewer, water, electricity, gas, telecommunications, telephone, television lines, or drainage facilities, lines, or connections 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 of the Lot served by said connections, the Owners of any Lots served by said connections, lines, or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, 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 Residence connections or electricity, gas, telecommunications, 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 their Lot. All utility companies having easements on the property covered by this Declaration shall have easements for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an Improvement constructed upon a Lot for uncovering any such lines. Any Owner or utility company exercising the rights granted in this section shall be obligated to restore the Lot and the Residence entered to substantially its former condition.

4.4 General Association Easements for Maintenance, Repair, and Replacement. The Association shall have a non-exclusive easement in, on, over, or under every Lot as reasonably necessary to (a) maintain and repair the Common Area, (b) perform front yard landscaping maintenance pursuant to Section 10.1.3, (c) perform maintenance upon a Lot which is not performed by its Owner as provided by Section 10.2 and Section 10.6, and (d) otherwise perform its obligations under this Declaration.

4.5 Encroachment Easements The Common Area and each Lot within the Development is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners 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 occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachment over adjoining Lots or Common Area shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

4.6 Entry for Repairs. The Board may authorize its agents and employees to enter upon any Lot when necessary, in connection with any maintenance, landscaping or construction for which the Association is responsible, to effect emergency repairs or to effect necessary repairs which the Lot Owner has failed to perform as required by this Declaration. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the Board at the expense of the Association. Except in case of an emergency, twenty-four (24) hour advance notice shall be given to the Owner or occupant.

4.7 Easements Granted by Board.

4.7.1 Common Area Easements. 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, telecommunications, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar 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 Owner, 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 their Lot without the consent of the affected Owner of the Lot.

4.7.2 Exclusive Use Common Area Easements. Pursuant to Civil Code section 4202(a)(4), the Board shall have the authority to execute and Record a maintenance agreement designating portions of the Common Area as "exclusive use common area," as defined in Civil Code section 4145, for the benefit of an appurtenant Lot, for the purpose of promoting an efficient division of the use and maintenance responsibilities between the Owners and the Association. An exclusive use common area maintenance agreement may be made with any Owner of adjacent property.

4.8 Association Easement for Front Yard Maintenance. The terms "front yard area" herein shall mean and refer to that portion of each Lot which would commonly be referred to as a front yard. Front yard area shall not include those portions of a Lot which are covered by structural improvements or which are enclosed for the private use of an owner. The precise area of each Lot which constitutes front yard area shall be determined by actual location of the Lot and any fence improvements constructed thereon. The Association shall have an easement in and across every front yard area within the Development which is not enclosed for the purpose of planting, replanting, watering, cutting, removing or otherwise caring for the landscaping in the front yard area of each Lot. The Association shall also have an easement in and across such other portions of each Lot as may be reasonably necessary to perform its obligations under this Declaration.

ARTICLE 5 USE RESTRICTIONS

5.1 Senior Citizen Housing Development. The Development is a senior housing development that is subject to the provisions of Article 2, above.

5.2 Single Family Residential Use. Except as specifically provided in Section 5.4, below, no Lot, or any portion thereof, shall be occupied or used for other than single-family residential purposes by the Owners, their Contract Purchasers, lessees, tenants, or guests.

5.3 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any

judicial partition thereof; provided, however, that if any Lot shall be owned by two (2) or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition by sale as between such co-tenants.

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

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

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

5.5 Offensive Conduct, Nuisances, Noise. No noxious, harmful, unlawful, or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Resident shall permit excessive noise to emanate from the Resident's Lot. 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 City codes regulating such matters. Residents shall not engage in any activity which in any way increases the rate of insurance for the Development or for any other Lot, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. 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.

5.6 Use of the Common Area. All use of the Common Area is subject to the Governing Documents. No alterations or additions to the Common Area shall be made except as authorized by the Board pursuant to the Governing Documents. Nothing shall be placed, kept, stored, or parked on the Common Area without the prior written consent of the Board, except by the Association. Without limiting the foregoing, no Owner, resident, or guest shall place rubbish, debris, or other unsafe, unsightly, or unsanitary materials in the Common Area. Each Owner, resident, or guest shall not cause damage to the Common Area.

5.7 Requirement of Architectural Approval. As addressed in greater detail in Article 11, construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting, landscape and all other exterior Improvements are subject to approval of the Architectural Committee.

5.8 Rental of Residences. An Owner shall have the right to rent the Residence on their Lot subject to the provisions of the Governing Documents, including without limitation the following specific requirements:

5.8.1 Notification of the Board. The Owner shall notify the Association of the duration of the lease and shall provide the Association with: (a) the names and ages of the tenants, (b) the names and ages of the members of the tenants' household, (c) the tenants' telephone numbers, and (d) such other information as the Board deems appropriate.

5.8.2 Owner Responsibility. Owners shall be responsible for ensuring their tenants have read, understand and agree to abide by the Governing Documents. In the event of any violation of the Governing Documents by an Owner's tenant, or the tenant's guests, Owner shall be subject to the enforcement remedies described in Article 12, below, including but not limited to the imposition of fines and the suspension of Common Area use rights. Each Owner renting the Residence shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots and Common Area and for each tenant's compliance with the provisions of all Governing Documents. An Owner renting a Lot shall provide the tenant with copies of the Governing Documents and all subsequent amendments.

5.8.3 Indemnification of Association. Every Owner of a Residence that is occupied by persons other than the Owner pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Residence and their guests within the Development, including any such cost, loss, claim, or damage arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants and their guests. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants and their guests, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

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

5.8.5 Requirement of Inclusive Rental Agreement. No Owner may rent or hire any garage, accessory building, or similar improvement to anyone who does not have the right of possession of the entirety of the Residence on the Lot, except as may be permitted by law.

5.8.6 Assignment of Rights to Use Common Area. Upon the leasing or renting of a Lot, the Owner shall be deemed to have assigned all Common Area use rights exclusively to the tenants 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 the Owner's obligations and rights as a landlord. 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.

5.8.7 Minimum Term of Lease. Owners cannot enter into lease agreements that has a term that is less than thirty (30) days.

5.9 Association's Right to Evict. In the event a tenant's conduct involves damage or misuse of any Common Area or Common Facilities or constitutes an unreasonable nuisance to Residents, the Association shall be entitled to maintain an eviction action against such tenant to the same extent as the Owner of the Lot, the Association being deemed to be a third-party beneficiary of any lease or rental agreement involving any Lot within the Development. The Association's right to maintain an eviction action shall arise only in the event that: (a) the Association has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (b) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

5.10 Sports Apparatus. The Board may establish Rules and Architectural Rules regarding the permissibility of and placement, maintenance and use of any temporary or fixed sports apparatus located within a Lot. No sports apparatus shall be installed on a Lot or the exterior of a Residence without the prior approval of the Architectural Committee in accordance with Article 11, below.

5.11 Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from the Common Area or neighboring Lot.

5.12 Animals.

5.12.1 Household Pets. No animals, including but not limited to reptiles, rodents, birds, livestock, or poultry, shall be raised, bred or kept on any Lot for commercial purposes. A reasonable number, as determined by the Board, of birds, cats, dogs, reptiles, and aquatic animals may be kept within a Residence, provided that they are not kept, bred, or maintained for any commercial purpose. Each dog must be restrained on a leash held by a responsible person capable of controlling it whenever the dog is outside of its owner's Lot or side yard easement appurtenant to the Lot.

5.12.2 Owner's Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. 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 their household, tenants, or guests. 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 their household, tenants, or guests. In no event shall any pet be maintained within the Development that constitutes a nuisance with respect to neighboring residents. Dog barking audible from within an adjacent Lot's Residence for more than ten (10) minutes within an hour shall constitute a nuisance.

5.12.3 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, limitations on the number and type of pets or animals Owners may have, and restrictions on breed and size.

5.13 Trash; Trash Containers; Storage of Materials. Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:

5.13.1 Screened Containers. Except as provided in Section 5.13.2, the containers shall be maintained upon each Lot and shall be screened or otherwise concealed from view from the Common Area, the streets, and the ground floor of any other Residences.

5.13.2 Container Pickup. The containers may be placed for pickup at a reasonable time prior to trash collection and shall be promptly stored as specified in Section 5.13.1 after collection. The Board may adopt Rules regulating the placement of containers for trash collection which Rules may include limitations on the period of time during which containers may be placed for collection.

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

5.14 Vehicles and Parking. Authorized vehicles may be parked within the Development as follows and as provided for by the Association Rules:

5.14.1 Limitations on Types of Vehicles.

5.14.1.1 Recreational Vehicles. Except as may be provided for in the Association's Rules, no recreational vehicles, including but not limited to, trailers, motor homes, campers, boats, or any other recreational vehicles shall be parked, kept, or permitted to remain within the Development unless placed

or maintained completely within an enclosed garage, or located in enclosed side yards or backyards and below the fence line and otherwise not visible from the streets or Common Area.

5.14.1.2 Commercial Vehicles. Except as may be provided for in the Association's Rules, no commercial truck, van, or vehicle shall be permitted within the Development, except on a temporary basis to provide services or goods. The term "commercial truck, van, or vehicle" does not include sedans, standard size pickup trucks, and vans which are used for both business and personal uses and have a manufacturer's gross vehicle weight rating of less than 11,500 pounds, and an unladen weight of less than 8,001 pounds.

5.14.2 Condition of Vehicles. No unreasonably noisy vehicles shall be operated within the Development. No dilapidated, unsightly, inoperable, or abandoned vehicle shall be parked, kept, or permitted to remain upon any area within the Development unless completely enclosed within a garage.

5.14.3 No Vehicle Repairs. No major vehicle maintenance or repairs of any kind may be made to vehicles within the Development except such emergency repairs as are necessary to remove the vehicle from the Development. Minor types of vehicle maintenance and repairs are permitted within the garage of a Residence.

5.14.4 Parking of Vehicles on Lots. Residents shall utilize their garages as the primary parking location for their vehicles. Provided that garage parking bays are first utilized for vehicle parking, Residents may also park vehicles on their Lot's driveway.

5.14.5 No Parking Areas. The Board may adopt Rules prohibiting or restricting the parking of vehicles on any portion of the Common Area streets or alleyways.

5.14.6 Parking Rules and Enforcement. In order to prevent or eliminate parking problems within the Development, or to further define and enforce the restrictions contained in this section, the Board shall have the authority to adopt further reasonable rules and restrictions regarding vehicles and parking within the Development. The Board shall also have the power to impose sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation:

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

5.14.6.2 Fines. The power and authority to fix and impose fines for violations of this section.

5.15 Garages.

5.15.1 Garage Vehicle Parking. So long as all of a Resident's vehicles are capable of being parked within the Lot's garage, the remaining garage parking space may be utilized for personal property storage or other non-vehicle parking purposes.

5.15.2 Closed Doors. Each garage door shall remain closed except during the time required for the entry and exit of vehicles and individuals and when and only for as long as the garage is in active use.

5.15.3 No Conversion or Alteration. Except as provide by law, no garage shall be remodeled or used as a living area. Garages may be utilized as workshops and for storage space, and for other related uses, provided such use does not interfere with the ability to accommodate at least two (2) passenger vehicles within the garage.

5.16 Antennas; Poles. Except for those erected, constructed, or maintained by the Association, no outside mast, tower, pole, or antennae including satellite dishes larger than one (1) meter in diameter shall be erected, constructed, or maintained in the Development, except as expressly approved by the Architectural Committee or as was initially installed by the Declarant.

5.16.1 Prioritized Placement Preferences. All Permitted Dishes shall be installed at locations in accordance with a prioritized list of placement preferences, if such a list is adopted by the Board.

5.16.2 Reasonable Restrictions. All Permitted Dishes shall be installed in accordance with such reasonable restrictions which may be imposed as part of the Architectural Rules.

5.17 Signs. To the extent permitted by law, the Board may adopt limitations on signs including, without limitation, restrictions on the size of the signs, the duration of their posting, and their location.

5.18 Window Coverings. Drapes, window shades, shutters, or other window treatments may be installed in the windows of Residences and shall comply with any Rules. Windows must not be painted, nor shall aluminum foil, newspaper, bed sheets, cardboard, or similar materials be placed in windows.

5.19 Additional Restrictions Affecting the Lake.

5.19.1 Fish and Wildlife. No persons shall release any animal or fish into the Lake. Under no circumstances shall any carp, goldfish, Koi, or any non-California native fish or wildlife be released into the Lake.

5.19.2 Foreign Objects. No waste materials, sewage, garbage, petroleum, or other chemical product, paper, food, or other foreign object shall be placed or permitted in the Lake or drainage system which serves the Lake. In consultation with the Westshore Community Association, the Association's Board shall adopt Rules for

the protection of the Lake's water quality. Such Rules may limit or prohibit the use or application of insect, animal, or plant control substances, fertilizers and plant foods, or paints and protective compounds on Lots, and the discharge of storm drains.

5.19.3 No Pumping. No Owner or Resident shall cause or permit the pumping of water out of the Lake.

5.20 Community Care Facilities. Except for residential facilities defined as community care facilities under Health & Safety Code section 1502, serving six (6) or fewer persons, no health care facilities operating as a business or charity shall be permitted in the Development. The owner/operator of any permitted community care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a community care facility and, in addition, shall:

5.20.1 Association Additional Insured. Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the community care facility;

5.20.2 Indemnify Association. Defend, indemnify, and hold the Association harmless from any claim, demand, loss, liability action, or cause of action arising out of the existence and operation of the community care facility;

5.20.3 Abide by Association Rules. Abide by and comply with the Association's Rules;

5.20.4 Accept Complete Responsibility for Supervision. Supervise and be completely responsible at all times for all persons for whom community care services are provided while such persons are within the Development; and

5.20.5 Cooperate with Association. Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the community care facility to these provisions, or other reasonable requests.

5.21 Variances. The Board shall be authorized to grant reasonable variances from the provisions of this Article upon written application from any Owner provided that the Board determines, in its sole discretion, that the specific application of the restriction to such Owner will: (a) cause substantial undue hardship to the Owner; or (b) fail to further or accomplish the common plan for the Development as contemplated by this Declaration. The Board shall have the power to limit any variance granted in scope or duration or otherwise impose such specific requirements as the Board may, in its complete discretion, see fit to require. The Board shall follow the following procedures in acting on any request for a variance:

5.21.1 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 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.

5.21.2 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 forty-five (45) 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.

5.21.3 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 6 ALTERATIONS TO LOTS AND RESIDENCES

6.1 Approval by Architectural Committee. No building, fence, wall or other structure or Improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the Lots have been submitted to the Architectural Committee for review and approval as described in Article 11, below.

6.2 Setback and Location of Structure. The minimum setbacks for the placement of any Residence or other permanent structure (whether or not attached to the Residence) shall be established by the City's Design Guidelines for the Development.

6.3 Colors and Exterior Finishes. No exterior finishes, textures, or materials shall be used without approval of the Architectural Committee. Generally, colors shall be restricted to those found in nature. All exterior colors, textures and materials, including roof materials, must be adequately illustrated in the plans and specifications (with an indication where such colors, textures and materials will be placed on the Residence) and approved in writing by the Architectural Committee prior to the Architectural Committee's approval of building plans and the submittal to the City for building permits. Color samples shall be submitted to the Architectural Committee along with the plans and specifications. The Architectural Committee is authorized to maintain a chart of approved colors.

6.4 Exterior Holiday Lighting. Temporary holiday lighting and decorations may be placed on Residences and Lots in yards and on Residences. The Board may establish Rules regarding the placement of holiday lighting and decorations, including, but not limited to, the duration of display prior to and following the celebrated holiday.

6.5 Garages. The design and configuration of garages for Residences is established by the City's Design Guidelines for the Development.

6.6 Promenade Easement, Lake Lot Fencing, and Landscaping.

6.6.1 Promenade Easement. The Association shall be responsible for the maintenance, repair, and replacement of the Improvements within the Promenade Easement, including, but not limited to the pedestrian walkway, landscaping, and the retaining walls and steps, and the four foot (4') wrought iron step railings as provided for in the Supplemental Declaration, see Recital "F" of this Declaration.

6.6.2 Lake Lot Fencing. Notwithstanding this section of the Declaration, each Owner of a Lot within the Development shall be solely responsible for the maintenance, repair and replacement of the six foot (6') wrought iron fence located on the Owner's Lot and facing the Promenade Easement as provided for in the Supplemental Declaration, see Recital "F" of this Declaration.

6.6.3 Fencing Design. All fencing on Lake Lots located within fifty (50) feet of the Lake shall be subject to the Lake Lot Fencing Architectural Rules as adopted by the Board.

6.6.4 Landscaping Design. The Architectural Committee shall establish Architectural Rules for the landscaping of the rear portion of Lake Lots, including, but not limited to slope and access features such as meandering walkways or stairs. Such Architectural Rules may limit the use of retaining walls to only those Lake Lots with more than a specified difference in elevation between the Lake bulkhead and the finished pad elevation of the Lake Lot.

6.7 Drainage. No Owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or Common Area as established in connection with the approval of the final subdivision and parcel maps applicable to the Development, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Committee, and all other public authorities having jurisdiction.

ARTICLE 7 HOMEOWNERS ASSOCIATION

7.1 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.

7.2 Membership. Each Owner of a Lot shall be a Member of the Association and shall remain a Member thereof until such time as their 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.

7.3 Voting. Only Members shall be entitled to vote, and only one (1) vote shall be cast for each Lot, as provided for in the Bylaws.

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

7.5 Association Rules. The Board shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be known as "Rules," as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association. The Rules may concern, but need not be limited to, matters pertaining to: (a) use of the Common Area; (b) pets; (c) signs; (d) collection and disposal of refuse; (e) minimum standards for maintenance of property; (f) use of recreation facilities; (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.

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

7.7 Insurance. The Board shall procure and maintain liability insurance, property insurance, directors and officers liability insurance, and workers compensation insurance as it shall deem proper and as provided for in the Bylaws.

7.8 Association Property. The Board 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.

7.9 Transfer of Common Area to Public Agency or Utility. The Board 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.

7.10 Borrow Money. The Board shall have the power to borrow money in the name of the Association, and a decision to borrow money shall be made in a Board meeting that is open to the Members.

7.11 Mortgage of Association Property. The Board 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.

7.12 Mergers and Consolidations. The Association may: (a) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association; or

(b) annex additional property to the Development, provided that the approval of an Absolute Majority is obtained.

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

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

ARTICLE 8 ASSESSMENTS AND LIENS

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

Each Assessment levied by the Association under this Article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind their 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 they are Record Owner of such Lot. After an Owner transfers of Record any Lot they own, they 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.

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

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

8.3 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.

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

8.5 Annual Assessment.

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

8.5.2 Annual Assessment Components. Annual Assessments shall consist of the following components:

8.5.2.1 General Budgeted Expenses. The "General Assessment Component" of the Annual Assessments shall consist of the budgeted expenses of the Association, as described in Section 8.5.1, including the Association's funding obligation to the Westshore Community Association pursuant to the Water Quality Contribution Agreement.

8.5.3 Allocation of Annual Assessment.

8.5.3.1 General Assessment Component. The General Assessment Component of Annual Assessments shall be allocated and assessed equally among the Lots within the Development by dividing the amount by the number of Lots, so that each Lot bears an equal share of such component.

8.5.4 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.

8.5.5 Increases in Annual Assessment.

8.5.5.1 General Assessment Component. Pursuant to Civil Code sections 5605 and 5610, except as otherwise provided by law, the Board shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than the maximum amount permitted by law, except upon the affirmative vote or written consent of a majority of Members voting on any such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

8.6 Special Assessments.

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

8.6.2 Allocation of Special Assessments. Special Assessments shall be allocated and assessed equally among all Lots in the Development, except any Assessment against an Owner as a result of a deficiency in insurance proceeds or condemnation awards as provided in Article 9 of this Declaration.

8.6.3 Approval of Special Assessments.

8.6.3.1 General Assessment Component. Except in the case of an emergency situation as defined in Civil Code sections 5600–5650, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the affirmative vote or written consent of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

8.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and their 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 their Lot into compliance, or to reimburse the Association for damage caused to the Common Area or Improvements thereon by any Owner or their family, guest, or tenant. The Association shall also levy a Reimbursement Assessment in the event that the Association has expended funds performing emergency repairs as authorized by this Declaration or for any other reasons specifically authorized by the provisions of this Declaration. A Reimbursement Assessment shall include any costs, including attorneys' fees, incurred by the Association, including costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.

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

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

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

8.11 Payment Under Protest. If a dispute exists between the Owner of a Lot and the Association regarding any disputed charge or sum levied by the Association, including, but not limited to an Assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits set forth in the Code of Civil Procedure sections 116.220 and 116.221, or comparable successor statute, the Owner may, in addition to pursuing dispute resolution, pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorneys' fees, late charges, and interest, if any, pursuant to subdivision (b) of section 5650, and commence an action in small claims court. Nothing in this section shall impair the Association's ability to collect delinquent Assessments as provided by California law.

8.12 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment, plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure, except as

prohibited by law. Except as prohibited by law, upon any delinquency in payment, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect such sums, including all Additional Charges. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive.

8.13 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1, of the 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.

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

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

8.16 Association Funds. All Association accounts shall be maintained in one (1) or more banks or other depositories selected by the Board, which accounts shall be clearly designated as belonging to the Association. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be used for the purposes set forth in Section 8.3, above.

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

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

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

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

8.18.3 All Common Areas.

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

ARTICLE 9 DAMAGE OR DESTRUCTION; CONDEMNATION

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

9.2 Damage to or Destruction of Improvements on Lots. In the event of damage to or destruction of the Improvements on any Lot that the Owner is obligated to maintain, the Owner of such Lot shall: (a) completely repair or rebuild the Improvements to the same state as they existed prior to such damage or destruction or in any other manner approved by the Architectural Committee in accordance with Article 11 of this Declaration, or (b) completely remove all remaining portions of such damaged or destroyed Improvements. Such repair, rebuilding, or removal shall be commenced within a reasonable time, which shall in no event exceed one (1) year after the occurrence of the damage or destruction and shall be completed within one (1) year after the date of commencement unless a longer period is agreed to in writing by the Board.

9.3 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by

agreement among the condemning authority, the Association and each of the affected Owners, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

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

ARTICLE 10 MAINTENANCE OF PROPERTY

10.1 Association Responsibilities.

10.1.1 Common Area Maintenance. The Association shall maintain all Common Area in good condition and repair. Maintenance of the Common Area shall include, without limitation, the repair and replacement of all vegetation, masonry structures and walls, irrigation fixtures and equipment, sidewalks, lighting and other materials and facilities within the Common Area. The Association shall utilize an automatic irrigation system for all Common Area landscaping.

The Association is specifically responsible for the maintenance, repair, and cost of operation of "municipal-style" street lights along sidewalks that were not installed by Owners.

10.1.2 Association Maintenance Area. The Association shall maintain, repair, and replace all Association Maintenance Areas, keeping such property in good condition and repair.

10.1.3 Front Yard Landscaping Located on Individual Lots. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the landscaping and irrigation system (but not the water supply) located within the front, side, and/or rear yard that is not enclosed by a fence of each Lot. The Association's landscape maintenance pursuant to this section shall include repairing sprinklers and periodically inspecting the irrigation system to ensure proper water use and to correct any leaks or excessive watering.

10.1.4 Reserved.

10.1.5 Reserved.

10.1.6 Other Association Property. The Association shall maintain, repair, and replace all other real and personal property that may be acquired by the Association, keeping such property in good condition and repair.

10.1.7 Association Property Reviews.

10.1.7.1 Common Area Reviews. As determined by the Board, the Association will inspect, maintain, and repair the landscaping, irrigation, and drainage systems serving or within and any Improvements constructed upon the Common Area. The Association may employ the services of a professional landscape architect, maintenance contractor, reserve study analyst, or other such professional person to assist the Association in performing such inspections.

10.1.7.2 Lot Access. As part of the review and management of the Common Area, should an Association representative require access over any Lot, there is hereby created a nonexclusive easement in favor of the Association, and its officers, agents, employees and independent contractors, in accordance with Sections 4.4 and 10.7 to conduct such reviews and to provide such maintenance, repair, and replacement. Any damage to any structure, landscaping or other Improvements caused by the Association, or any of its representatives, while performing such maintenance, repair, or replacement work shall be repaired by the Association at its sole cost and expense.

10.2 Owner Responsibilities. Each Owner shall be solely and exclusively responsible for the maintenance, repair, and replacement of their Lot and all Improvements thereon, and shall keep the same in good and attractive condition and repair, including without limitation, their backyard and excluding those areas maintained by the Association. Each Owner's obligations shall include, without limitation, the following:

10.2.1 Residence and Other Improvements. Each Owner shall maintain, in good and attractive condition, and repair the Residence and other buildings and Improvements located on their Lot and any appurtenant side yard easements.

10.2.2 Landscaping. Each Owner shall maintain the landscaping on their Lot which is not maintained by the Association pursuant to Section 10.1, above, in an attractive condition. Each Owner shall utilize a seven-day (7) automatic irrigation system for the landscaping on their Lot. Each Owner shall complete the installation of backyard landscaping on their Lot within one (1) year of occupancy of the Lot's Residence. Owners are responsible for providing lateral slope and grade support for all adjacent Lots and Common Area and shall not alter a Lot's topography in a manner which erodes any slopes or the integrity of any fences or retaining walls.

10.2.3 Owner Maintenance of Fences and Party Walls. Each Owner shall maintain, repair, and replace all fences and party walls in accordance with the following provisions:

10.2.3.1 General Rules of Law to Apply. Each fence and wall placed on the dividing Lot line between two (2) Lots shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

10.2.3.2 Sharing of Repair and Maintenance. The cost of maintenance and repair of a fence or party wall shall be equally shared by the Owners who make use of the fence or wall without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

10.2.3.3 Common Area Boundary Fence. The responsibility and cost of maintenance and repair of a fence or wall placed on the boundary between a Lot and Common Area shall be the shared equally by the Association and the Lot Owner, with the Association being solely responsible for the maintenance of the exterior surface of that portion of the fence or wall facing the Common Area.

10.2.4 Lighting. Owners shall be responsible for the electricity, maintenance, repair, and replacement of all lighting fixtures located on individual Lots or attached to their Residences. If an Owner fails to promptly repair or replace a non-functioning lighting fixture, the Association may cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment. The Owner responsibility for lighting fixtures does not include "municipal-style" street lights along sidewalks that were not installed by the Owner.

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

10.3 Compliance with Architectural Provisions. An Owner's right and responsibility for maintaining, repairing, or replacing any portions of their Lot, including landscaping, shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 11.

10.4 Owner Failure to Maintain. The Board has the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner, is necessary to preserve the appearance, value, or safety 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 10.6, below, in the event an Owner fails to perform such work within thirty (30) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

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

10.6 Authority for Entry of Lot. The Association or its agents may enter any Lot, when such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible for which it is authorized to perform, including without limitation the authorization provided in Section 10.4, above. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

10.7 Association Liability. Except as specifically provided in Section 10.1, the Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the gross negligence of the Association, its employees, contractors, or agents.

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

10.9 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

ARTICLE 11 ARCHITECTURAL CONTROL

11.1 Architectural Control. It is intended that the Development be developed with various Improvements that are architecturally compatible and aesthetically pleasing, and that those Improvements be maintained in essentially the same condition and appearance as originally developed for the duration of the term of this Declaration. The architectural and use controls set forth herein are to facilitate those intentions and purposes and are to be construed consistent therewith. Subject to the criteria described below, the Architectural Committee shall review all proposed Improvements and changes to existing Improvements regarding (a) design, (b) harmony of external design in relation to the nature and character of the Development and the Improvements thereon, and (c) location in relation to surrounding structures, topography, finished grade elevation.

11.2 Submission of Plans and Specifications. Except for Improvements made, or constructed by, or on behalf of, the Association, no Improvements including without limitation Residences, buildings, walls, solar panels, fences, awnings, walls, landscaping, screens, doors, patio covers, or other structures of any kind which is visible from the Common Area, streets, or other Lot within the Development, may

be commenced, located, erected, painted, or maintained within the Development, nor may any exterior addition to, or change, or alteration therein or alteration to the finished grade elevation or Lot drainage, 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 Committee as to: (a) quality of workmanship and design; (b) harmony of external design in relation to the nature and character of the Development and the Improvements thereon; (c) location in relation to surrounding structures, topography, finished grade elevation; and (d) compliance with the provisions of the Declaration. The Board retains authority to designate certain Improvements and Improvement categories (for example, re-painting a Residence previously approved paint colors) that no longer need to be submitted for approval in Architectural Rules, as described below.

11.3 Establishment of Architectural Committee.

11.3.1 Except as provided in Sections 11.3.2 and 11.3.3, below, the Board shall appoint an Architectural Committee that shall consist of at least three (3) Members to be appointed by the Board. The Board shall have the power, in its discretion and either with or without cause, to remove any member of the Architectural Committee. In the event of death, resignation or removal of any member of the Architectural Committee, the Board shall have the authority to designate a successor.

11.3.2 The Board may, in its discretion, elect to act as the Architectural Committee without appointing the separate committee provided for in Section 11.3.1.

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

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

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

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

Residents. In its discretion, and subject to the Board review, the Architectural Committee may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate. The Architectural Rules may also eliminate the condition requiring certain types of Improvements be submitted for Architectural Committee approval (for example, re-painting a Residence previously approved paint colors).

11.7 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 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.

11.8 Expert Review. If at any time the Architectural 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 Architectural Committee shall so advise the Owner in writing of its determination, whereupon all plans and specifications so designated by the Architectural Committee must thereafter bear appropriate evidence of such preparation or review.

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

11.9.1 The Owner shall have complied with the provisions of Sections 11.2, 11.6, and 11.7, above;

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

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

11.10 Form of Approval. All approvals and denials of requests for approval shall be in writing. The Architectural Committee may approve a request for approval subject to the Owner's consent to any modifications made by the Architectural Committee. If the Owner does not consent to the modifications, the request for approval shall be deemed denied in its entirety. Any denial of a request for approval shall include: (a) an explanation of why the request for approval was denied; and (b) a description of the

procedure for Board review of the denial as set forth in this Article and any applicable Architectural Rules.

11.11 Time for Architectural Committee Action. The Architectural Committee shall act on a request for approval within forty-five (45) days from the date of receipt thereof by the Architectural Committee. Any request for approval which has not been acted on by the Architectural 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 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.

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

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

11.14 Completion. The Owner shall give written notice of completion thereof to the Association, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one (1) year after commencing construction thereof, 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 their agents. If an Owner fails to comply with this section, the Board shall proceed in accordance with the provisions of Section 11.18, below, as though the failure to complete the Improvements was a noncompliance with approved plans.

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

11.15.1 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 Committee.

11.15.2 Within sixty (60) days after the receipt of such written notice, the Architectural Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was installed, constructed, reconstructed, altered, or refinished to substantial compliance with the approved plans. If the Architectural Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying particulars of noncompliance and shall require the Owner to remedy such noncompliance.

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

11.15.4 At the hearing the Owner, the Architectural Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance, and, if so, the nature thereof. If a noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period determined in the discretion of the Board. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may: (a) remove the noncomplying Improvement or remedy the noncompliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment, and/or (b) exercise any of the enforcement rights specified in Section 12.5, below.

11.15.5 If, for any reason, the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of a notice of completion from the Owner, the Improvement shall be deemed to be in accordance with the approved plans. The Owner shall have the burden of establishing the date of receipt of the notice of completion by the Architectural Committee by evidence in the form of either a copy of such notice date-stamped by the Association's office or by a certified mail provided by the U.S. Postal Service acknowledging that such notice was delivered to the Association.

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

11.17 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

Sacramento, certifying (with respect to any Lot of such Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by such Owner comply with this Declaration; or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot through them, 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.

11.18 Notice of Noncompliance. If any Improvements are installed within the Development that are not in conformance with this Declaration, the Association is authorized to Record a notice of noncompliance, if permitted by the County. The notice of noncompliance shall provide: (a) a legal description of the Lot affected; (b) the name of the record Owner as most recently reported to the Association; and (c) a description of the general nature of the noncompliance. If and when such Lot is brought into compliance with this Declaration, as determined by the Board, the Association shall issue and, if permitted by the County of Sacramento, Record an estoppel certificate in accordance with Section 11.17, above. Each Owner of a Lot, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to the recordation of notices of noncompliance as set forth in this Section.

11.19 Liability. Neither the Board, the Architectural 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 11.17, above, whether or not the facts therein are correct; provided, however, that the Architectural 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 them, or (e) the execution and filing of a notice of noncompliance pursuant to Section 11.18, above, whether or not the facts therein are correct; provided, however, that the Architectural 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 them. Every Owner, by acquiring title to a Lot or portion thereof agrees not to bring any action or suit against the Board, the Architectural Committee, or their members or representatives seeking to recover any such damages.

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

11.21 Variances. The Architectural Committee may, with approval of the Board, grant reasonable variances in any procedures specified in this Article 11 in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardship, provided the following conditions are met:

11.21.1 The Architectural Committee must make a good faith written determination that: (a) the requested variance does not constitute a material deviation

from the overall plan and scheme of the Development or from any restriction contained in the Declaration or that the proposal allows the objectives of the violated restriction(s) to be substantially achieved despite noncompliance; or (b) that the variance relates to a restriction or requirement that is unnecessary or burdensome under the circumstances; or (c) that the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot, Common Area, or Owner in the Development.

11.21.2 The Architectural Committee shall consult with the Board to render a determination to either grant or deny the request for variance in accordance with the standards set forth in this Section.

ARTICLE 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 this Declaration 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 their household and their tenants, Contract Purchasers, contractors and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

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 their 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 they deem 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.

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 their tenants, guests, Contract Purchasers, or contractors, 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 right to use the Common Area recreational facilities. 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 8.1.4 of the Bylaws. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 8.8 of this Declaration as well as in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by the member, or such Owner's household, tenants, guests, Contract Purchasers, or animals.

12.5.4 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 8 of this Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its Officers or Board of Directors, or by any Owner or by their respective successors in interest.

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 their Lot as the result of the failure by such Owner, members of such Owner's household, or their tenants, or guests 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 8 of this Declaration. The provisions of this subsection shall not affect the

Association's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

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 8.1.4 of the Bylaws.

12.8 Alternative Dispute Resolution. Compliance with Civil Code sections 5925– 5965 and Civil Code sections 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 8.1.4 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 their household or their tenants, Contract Purchasers, guests, or animals 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 8.7 of this Declaration.

12.12 Indemnification. Each Owner, by acceptance of their deed, agrees for themselves and for the members of their household, their Contract Purchasers, tenants, or guests to: (a) indemnify each and every other Owner for; (b) hold each and every other Owner harmless from; and (c) 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 duty to indemnify, hold harmless and defend 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 the Owner's insurance.

12.13 Waiver of Homestead Benefits. Each Owner to the extent permitted by law, waives, to the extent of any liens created pursuant to the Association's Governing Documents, the benefit of any homestead or exemption laws of California in effect at the time any Assessment becomes due.

ARTICLE 13 AMENDMENT

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

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

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

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

13.3.1 Add, delete, or rearrange the text of the Declaration to maintain consistency with any amendments including, but not limited to, altering the title and numbering of the restatement;

13.3.2 Delete material that is no longer legally effective;

13.3.3 Add text which indicates that the Board of Directors has authorized the restatement and otherwise describes the background of the Development and the restatement process, and

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

ARTICLE 14 GENERAL PROVISIONS

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

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

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

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 this Declaration in a deed to any Lot.

IN WITNESS WHEREOF, Members of the Four Seasons at Westshore Community Association consisting at least a majority of the total voting power of the Members, hereby affirm, approve, and adopt this *Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Four Seasons at Westshore* pursuant to the requirements of Section 15.02 of the Original Declaration.

DATED: March 31, 2022

Four Seasons at Westshore Community Association a California nonprofit mutual benefit corporation


Stephen Motzke, President

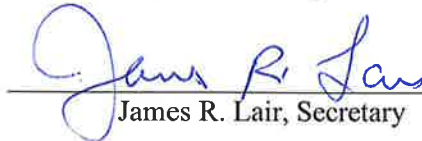

James R. Lair, Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEVELOPMENT

All of the real property located in the City of Sacramento, Sacramento County, California, more particularly described as follows:

Lots 1 through 9, 15 through 44, 46 through 58, 69 through 75, 78 through 90, 110 through 130, and lots B, C, D, E, F, G, H, J, K, L, M, N, and O, as shown on the Subdivision Map entitled "Natomas Central Village C" filed for Record on December 13, 2006, in Book 360 of Maps, at Page 9, Official Records of Sacramento County;

Lots 35 through 41, 51 through 76, and lot A, as shown on the Subdivision Map entitled "Natomas Central Village G" filed for Record on January 11, 2007, in Book 362 of Maps, at Page 7, Official Records of Sacramento County;

Lots 1 through 18, 21 through 56, and lots A, B, C, and D, as shown on the Subdivision Map entitled "Natomas Central Village H" filed for Record on May 4, 2007, in Book 366 of Maps, at Page 10, Official Records of Sacramento County;

Lots 1 through 17, 36, 37, 38, and lot D, as shown on the Subdivision Map entitled "Natomas Central Village L" filed for Record on January 23, 2007, in Book 363 of Maps, at Page 5, Official Records of Sacramento County;

Lots 10 through 14, 45, 59 through 68, 76, 77, and 91 through 109, as shown on the Subdivision Map entitled "Natomas Central Village C" filed for Record on December 13, 2006, in Book 360 of Maps, at Page 9, Official Records of Sacramento County;

Lots 1 through 34, 42 through 50, and 77 through 93, as shown on the Subdivision Map entitled "Natomas Central Village G" filed for Record on January 11, 2007, in Book 362 of Maps, at Page 7, Official Records of Sacramento County;

Lots 19, 20, 57, 58, 59, and 60, as shown on the Subdivision Map entitled "Natomas Central Village H" filed for Record on May 4, 2007, in Book 366 of Maps, at Page 10, Official Records of Sacramento County;

Lots 1 through 11, as shown on the Subdivision Map entitled "Natomas Central Village K" filed for Record on January 11, 2007, in Book 363 of Maps, at Page 1, Official Records of Sacramento County;

Lots 18 through 35, and 39 through 110, and the Remainder, as shown on the Subdivision Map entitled "Natomas Central Village L" filed for Record on January 23, 2007, in Book 363 of Maps, at Page 5, Official Records of Sacramento County;

Lots 1 through 92, and lots A, B, C, and D, as shown on the Subdivision Map entitled "Natomas Central Village M" filed for Record on May 4, 2007, in Book 366 of Maps, at Page 12, Official Records of Sacramento County.

Lots 1 through 50, inclusive, and lots 57 through 60, inclusive, and lots A through D, inclusive, of that certain "Final Map of Natomas Central Village H", filed for record on May 4, 2007, in Book 366 of Maps at Page 10, Official Records of Sacramento County. Together with: all of that certain "Final Map of Natomas Central Village M", filed for record on May 4, 2007, in Book 366 of Maps at Page 12, Official Records of Sacramento County.

EXHIBIT "C"

**INITIAL PHASES, COMMON AREA, AND ASSOCIATION
MAINTENANCE AREAS OF THE DEVELOPMENT**

The Phase Numbers described in this Exhibit are for reference purposes only, and may be different from the phase number designation described in the California Department of Real Estate Final Public Report and the Budget for a particular Phase.

Phase	Lots	Common Area and Association Maintenance Area
1	Lots 1 through 5, 42, 43, 44, 52 through 58, 69 through 75, 78 through 90, and 110, as shown on the Subdivision Map entitled "Natomas Central Village C" filed for Record on December 13, 2006, in Book 360 of Maps, at Page 9, Official Records of Sacramento County (the "Village C Subdivision Map"). Lots 36 through 38, as shown on the Subdivision Map entitled "Natomas Central Village L" filed for Record on January 23, 2007, in Book 363 of Maps, at Page 5, Official Records of Sacramento County (the "Village L Subdivision Map").	Lots A, G, H, J, M, and N as shown on the Village C Subdivision Map, and Lot D as shown on the Village L Subdivision Map.
2	Lots 6 through 9, 46 through 51, and 111 through 122, on the Village C Subdivision Map. Lots 65 through 72, as shown on the Subdivision Map entitled "Natomas Central Village G" filed for Record on January 11, 2007, in Book 362 of Maps, at Page 7, Official Records of Sacramento County (the "Village G Subdivision Map").	Lots B, C and K as shown on the VillageC Subdivision Map, and Lot A as shown on the Village G Subdivision Map.
3	Lots 1 through 12, and 33 through 56, as shown on the Subdivision Map entitled "Natomas Central Village H" filed for Record on May 4, 2007, in Book 366 of Maps, at Page 10, Official Records of Sacramento County (the "Village H Subdivision Map").	Lots A, B, C, and D as shown on the Village H Subdivision Map.
4	Lots 20, 21, 25 through 29, 32, 33, 34, and 123 through 130 as shown on the Village C Subdivision Map. Lots 51 through 56, and Lots 73 through 76 on the Village G Subdivision Map. Lots 1 and 2 on the Village L Subdivision Map.	Lots D, E, and O as shown on the Village C Subdivision Map.

Phase	Lots	Common Area and Association Maintenance Area
5	Lots 17, 18, 19, 22, 23, 24, 30, 31, 35, and 36 on the Village C Subdivision Map, Lots 35, 36, and 57 through 64 on the Village G Subdivision Map, Lots 14, 15, 16, 26 through 35, and 53 through 57, as shown on the Subdivision Map entitled "Natomas Central Village K" filed for Record on January 11, 2007, in Book 363 of Maps, at Page 1, Official Records of Sacramento County (the "Village K Subdivision Map"), and Lots 3 through 12 on the Village L Subdivision Map.	Lot C as shown on the Village K Subdivision Map.
6	Lots 15, 16, 37 through 39, and 91 through 93 on the Village C Subdivision Map. Lots 28 through 32, 33, 34, and 37 through 41 on the Village G Subdivision Map. Lots 13 through 23, and 93 through 96, on the Village L Subdivision Map.	Lot L as shown on the Village C Subdivision Map and Lot B as shown on the Village L Subdivision Map.
7	Lots 13 through 16, 21 through 32, and 57 through 60 on the Village H Subdivision Map.	None
8	Lots 94 through 98 on the Village C Subdivision Map, Lots 87 through 93 on the Village G Subdivision Map, Lots 21 through 25, 36 through 43, and 58 through 62 on the Village K Subdivision Map, and Lots 97 through 100 on the Village L Subdivision Map.	Lot A as shown on the Village K Subdivision Map.
9	Lots 99 through 103 on the Village C Subdivision Map, Lots 1 through 18 on the Village G Subdivision Map, and Lots 74 through 89 on the Village L Subdivision Map.	None
10	Lots 104 through 109 on the Village C Subdivision Map, Lots 77 through 86 on the Village G Subdivision Map, Lots 63 through 67 on the Village K Subdivision Map, Lots 24, 25, 39, 40 through 49, 90, 91, and 92 on the Village L Subdivision Map.	Lot F as shown on the Village C Subdivision Map.
11	Lots 17 through 20 on the Village H Subdivision Map, and Lots 1 through 16, as shown on the Subdivision Map entitled "Natomas Central Village M" filed for Record on May 4, 2007, in Book 366 of Maps, at Page 12, Official Records of Sacramento County (the "Village M Subdivision Map").	Lot D as shown on the Village M Subdivision Map.

Phase	Lots	Common Area and Association Maintenance Area
12	Lots 59 through 63 of the Village C Subdivision Map, Lots 19 and 20 of the Village G Subdivision Map, Lots 8 through 12, and 68 through 71 of the Village K Subdivision Map, and Lots 26 through 33, 50 through 59, and 106 through 110 of the Village L Subdivision Map.	Lot C as shown on the Village L Subdivision Map, and Lot B as shown on the Village K Subdivision Map.
13	Lots 64 through 68 of the Village C Subdivision Map, Lots 21 through 27, 42, 43, 44 of the Village G Subdivision Map, Lots 6, 7, 13, and 17 through 20 of the Village K Subdivision Map, and Lots 60, 61 62, 64 through 73, and 101 through 105 of the Village L Subdivision Map.	None
14	Lots 10 through 14, 40, 41, 45, 76, and 77 on the Village C Subdivision Map, Lots 45 through 50 on the Village G Subdivision Map, Lots 1 through 5, and 44 through 52 on the Village K Subdivision Map, and Lots 34, 35, and 63 on the Village L Subdivision Map.	None
15	Lots 33 through 50, and 63 through 68 of the Village M Subdivision Map.	None
16	Lots 29 through 32, and 51 through 62 on the Village M Subdivision Map.	Lot C as shown on the Village M Subdivision Map.
17	Lots 25 through 28, 69 through 74, and 87 through 92 on the Village M Subdivision Map.	None
18	Lots 17 through 24, and 75 through 86 on the Village M Subdivision Map.	Lots A and B as shown on the Village M Subdivision Map

Lots within the Development or the Subsequent Phase Property which are not included in this Exhibit "C," shall be designated as part of a Phase pursuant to a Declaration of Annexation or Supplemental Declaration.

ACKNOWLEDGMENT

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

State of California)
County of Sacramento)
On 3-31-2022, before me, Lori K Mesirow, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Stephen Motzko & James R. Lair,
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.



Place Notary Seal Above

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: Lori K Mesirow

ACKNOWLEDGMENT

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

State of California)
County of _____)
On _____, before me, _____, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared _____,
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.

Place Notary Seal Above

Signature: _____