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

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

RECITALS

A. The Association is an "association", as that term is defined in California Civil Code Section 1351(a), which has been created to manage the common interest development commonly known as WoodBridge Ranch and located in Placer County, California and Sacramento County, California and more particularly described on attached Exhibit "A" (the "Development").

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

C. The Initial Declaration was amended by documents entitled (i) Amendment to Declaration of Covenants, Conditions and Restrictions WoodBridge Ranch, recorded on August 12, 1983, as Instrument No. 137041, in Book 83-08-12, at Page 920 et seq., (ii) Amendment to Declaration of Covenants, Conditions and Restrictions WoodBridge Ranch, recorded on May 23, 1984, as Instrument No. 088519, in Book 84-05-23, at Page 50 et seq., (iii) Amendment to Declaration of Covenants, Conditions and Restrictions WoodBridge Ranch, recorded on May 23, 1984, as Instrument No. 088520, in Book 84-05-23, at Page 53 et seq., and (iv) Amendment to Declaration of Covenants, Conditions and Restrictions WoodBridge Ranch, recorded on October 13, 1987, as Instrument No. 278567, in Book 87-10-13, at Page 638 et seq., all in the Official Records of Sacramento County, California (the "Sacramento Amendments").

D. The Initial Declaration was amended by a document entitled Amendment to Declaration of Covenants, Conditions and Restrictions WoodBridge Ranch, recorded on June 6, 1988, as Instrument No. 26986, in Book 3412, at Page 532 et seq., in the Official Records of Placer County, California (the "Placer Amendment").

E. The Initial Declaration was amended by a document entitled Amendment to Declaration of Covenants, Conditions and Restrictions WoodBridge Ranch, recorded (i) on June 15, 1998, as Instrument No. 199806150017 in the Official Records of Sacramento County, California, and (ii) July 7, 1998, as Instrument No. 98-0052090 in the Official Records of Placer County, California (the "1998 Amendment").

F. The Initial Declaration was amended by a document entitled Amendment to Declaration of Covenants, Conditions and Restrictions WoodBridge Ranch, recorded (i) on June 26, 2000, in

Book 20000626, Page 718 et seq., in the Official Records of Sacramento County, California, and (ii) July 24, 2000, as Instrument No. 2000-0053226 in the Official Records of Placer County, California (the "2000 Amendment").

G. The Initial Declaration, as amended by (i) the Sacramento Amendments, (ii) the Placer Amendment, (iii) the 1998 Amendment, and (iv) the 2000 Amendment, shall hereafter be referred to as the "Original Declaration".

H. Documents entitled Declaration of Annexation were recorded (i) August 22, 1980, as Instrument No. 126448, in Book 80-08-22, at Page 705 et seq., (ii) April 15, 1980, as Instrument No. 57444, in Book 80-04-15, at Page 547 et seq., (iii) August 12, 1983, as Instrument No. 137574, in Book 83-08-12, at Page 1940 et seq., all in the Official Records of Sacramento County California (the "Sacramento Annexations").

I. A document entitled Declaration of Covenants, Conditions and Restrictions, and Annexation was recorded June 25, 1985 as Instrument No. 23282, in Book 2827, Page 272 et seq., and subsequently amended by a document entitled Amended Declaration of Covenants, Conditions and Restrictions, recorded August 15, 1985 as Instrument No. 30602, in Book 2850, Page 411 et seq., both in the Official Records of Placer County, California (the "June 1985 Placer Annexation").

J. A document entitled Declaration of Covenants, Conditions and Restrictions, and Annexation was recorded December 31, 1985 as Instrument No. 50740, in Book 2911, Page 77 et seq., in the Official Records of Placer County, California (the "December 1985 Placer Annexation").

K. The Original Declaration, by its own terms and the terms of the Sacramento Annexations, the June 1985 Placer Annexation and the December 1985 Placer Annexation, establishes 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.

H. Members of the Association holding at least sixty-six and two-thirds percent (66 2/3%) of the total voting power of the Association, including a majority of the votes held by Members other than the Declarant as defined in Section 2.01(h) of the Original Declaration, desire to amend, restate and supersede the Original Declaration pursuant to Section 10.02(b) of the Original Declaration.

I. The County Counsel of Sacramento County has expressly waived its right to review and approve proposed amendments to the Original Declaration under Section 10.02(e), as evidenced by the letter attached hereto as Exhibit "B".

NOW, THEREFORE, it is hereby declared as follows:

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

2. All of the real property comprising the Development constitutes a "planned development", as that term is defined in California Civil Code Section 1351(k).

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

attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.

4. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes as provided in California Civil Code Section 1354, shall constitute covenants that shall run with the real property comprising the Development, and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or of any interest therein and their heirs, successors, and assigns.

ARTICLE 1 DEFINITIONS

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

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

1.3 Architectural Control Committee or Committee. "Architectural Control Committee" or "Committee" shall mean the committee created pursuant to Article 9 of this Declaration.

1.4 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Architectural Control Committee pursuant to Section 9.5 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 his or her Lot as provided in Article 6 of this Declaration. "Assessment" shall include any or all of the following:

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

(2) Enforcement Assessments, which shall have the meaning set forth in Section 6.8 of this Declaration.

(3) Reimbursement Assessments, which shall have the meaning set forth in Section 6.7 of this Declaration.

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

1.7 Association. "Association" shall mean WoodBridge Ranch Association, its successors and assigns.

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

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

1.10 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 including, without limitation:

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

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

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

(4) Lot A as shown on the Unit 5A Map.

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

1.11 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.

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

1.13 Declaration. "Declaration" shall mean this document, as it may be amended from time to time.

1.14 Development. "Development" shall mean all the real property described in attached Exhibit "A" and referred to in recital A of this Declaration, as well as such other real property as may hereafter be brought within the jurisdiction of the Association.

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

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

1.17 Improvement. "Improvement" shall mean all structures and improvements including without limitation buildings, landscaping, paving, fences, and signs.

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

1.19 Member. "Member" shall mean an Owner.

1.20 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all 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.

1.21 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense. "First Mortgage" shall mean any Recorded Mortgage on a Lot with first priority over other Mortgages on such Lot.

1.22 Original Declaration. "Original Declaration" shall mean the document referred to in recital G of this Declaration.

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

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

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

1.26 Resident. "Resident" shall mean any person who resides on a Lot within the Development whether or not such person is an Owner as defined in Section 1.24 of this Declaration.

1.27 Rules. "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time. The Architectural Rules adopted by the Architectural Control Committee shall also be considered Rules.

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

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

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

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

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

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

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

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

(7) The map entitled "WoodBridge Ranch Unit No. 5A", filed in the office of the County recorder of Placer County, in Book P of Maps, Map No. 36 (the "Unit 5A Map").

(8) The map entitled "WoodBridge Ranch Unit No. 5B", filed in the office of the County recorder of Placer County, in Book Q of Maps, Map No. 12 (the "Unit 5B Map").

1.30 Supplemental Restrictions. "Supplemental Restrictions" shall mean the document referred to in Section 4.1.

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

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

ARTICLE 2 COMMON AREA

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

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

(1) The right of the Board to establish and enforce reasonable Rules governing the use of the Common Area and the facilities thereon including, without limitation, Rules (i) limiting the number of guests of Residents permitted to use the Common Area and the facilities thereon at any one time, (ii) limiting the hours of use of the Common Area and the facilities thereon, (iii) charging fees for the use of the recreational facilities located on the Common Area, (iii) regulating the use of the Common Area and the facilities thereon for group activities, (iv) reserving the use of certain portions of the Common Area and the facilities thereon for the short-term exclusive use of a Member upon compliance with such requirements as the Board deems appropriate, and (iv) regulating parking within the Common Area.

(2) The right of the Board to lease portions of the Common Area to Owners whose Lots are immediately adjacent to the portion of the Common Area so leased for such Owners' exclusive use. Any such leases shall be upon such terms, subject to such limitations and for such time periods as the Board deems appropriate.

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

(4) The right of the Board, as set forth in Section 3.3 of this Declaration, to grant easements and rights of way in, on, over, or under the Common Area subject to such conditions as may be agreed to by the Board.

(5) The right of the Board to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility.

(6) 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.

(7) 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.

(8) 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.

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

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

2.5 Mechanic's Liens. In the event there shall be Recorded against the Common Area a notice of mechanic's lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner or his or her Lot, such Owner shall immediately cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be granted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement

Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

ARTICLE 3 EASEMENTS

3.1 Easements in General. In addition to all easements reserved and granted on the Subdivision Map and the easements specified in Article 2, there are hereby specifically acknowledged, reserved and granted for the benefit of the Lots and the Owners in common and for each Lot and Owner severally, and for the Association, as their respective interests shall exist, the easements and rights of way as particularly identified in this article.

3.2 Association Utility Easements. Easements over and under the Development or any portion thereof for the installation, repair, maintenance, and replacement of (i) electric, telephone, water, gas, and sanitary sewer lines, meters, and facilities, (ii) cable lines and facilities, (iii) drainage facilities, (iv) walkways, and (v) landscaping, as shown on the Subdivision Map, and as may be hereafter required or convenient to service the Development, are reserved by and shall exist in favor of the Association, together with the right to grant and transfer the same. The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private, or municipal.

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

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

ARTICLE 4 USE RESTRICTIONS

4.1 Supplemental Restrictions. Portions of the Development are subject to certain additional covenants, conditions and restrictions as set forth in the document entitled Supplemental Declaration of Covenants, Conditions and Restrictions, Recorded on August 15, 1985 as Instrument No. 30601 in Book 2850, Page 405 et seq. (the "Supplemental Restrictions").

4.2 Single Family Residential Use. Except as specifically provided in Section 4.3, no Lot, or any portion thereof, shall be occupied or used for other than single-family residential purposes.

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

(1) The activities associated with professional and administrative occupations which are conducted in conformance with all applicable governmental ordinances shall be permitted provided 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.

(2) Such other businesses which by law must be permitted to be conducted within the Development shall be permitted.

Nothing in this section shall be construed to limit the Association in the conduct of its affairs in managing the Development and conducting the business of the Association.

4.4 Requirement of Architectural Approval. All construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting and all other exterior Improvements on any Lot must be approved pursuant to Article 9.

4.5 Permitted Buildings.

(1) No building shall be erected, altered, placed or permitted to remain on any Lot other than:

(1) one detached single-family Residence;

(2) a private garage, so long as no more than four single garage doors (or functional equivalent thereof) face the street. The garage may but need not be attached to the Residence;

(3) such accessory buildings (as that term shall be defined from time to time by the Board), if any, as may be permitted by the Architectural Control Committee.

(2) In no event may a detached carport be constructed on any Lot, unless such carport is properly screened or behind a fence.

(3) Construction of all buildings must be approved by the Committee pursuant to the provisions of Article 9.

4.6 Requirements for Residences.

(1) Only one-story structures shall be erected on:

(1) Lots 1 through 21, inclusive, and Lots 56 through 70, inclusive, as shown on the Unit 1 Map.

(2) Parcel 4 as shown on the Certificate of Compliance.

(2) No Residence shall be erected which has a fully enclosed floor area (exclusive of any porch, patio, garage or other accessory building, whether or not attached to such Residence) of less than 2,200 square feet on:

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

(2) Parcel 4 as shown on the Certificate of Compliance.

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

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

(2) Lots 96 through 125, inclusive, as shown on the Unit 3 Map.

(3) Lots 1 through 43, inclusive, as shown on the Unit 4A Map.

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

(4) No Residence shall be erected which has fully enclosed floor area (exclusive of any porch, patio, garage or other accessory building whether or not attached to such Residence) of less than (i) 1,800 square feet in the case of a one-story Residence, or (ii) 2,000

square feet in the case of a two-story or split-level Residence, of which at least 1,400 square feet shall be on the ground level, on:

- (1) Lots 41 through 54, inclusive, as shown on the Unit 1 Map.
- (2) Lots 71 through 95, inclusive, as shown on the Unit 2 Map.
- (3) Lots 1 through 10, inclusive, as shown on the Unit 4 Map.
- (4) Lots 58 through 79, inclusive, as shown on the Unit 5A Map.
- (5) Lots 80 through 100, inclusive, as shown on the Unit 5B Map.
- (6) Parcels 1 and 2 as shown on the Certificate of Compliance.

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

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

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

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

4.9 Landscaping. The front yard landscaping on each Lot must be completed within twelve months from the date of occupancy of the Residence on the Lot or the issuance of a notice of completion of the Residence on the Lot, whichever is earlier. All landscaping must be approved in accordance with Article 9.

4.10 Excavation and Drainage.

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

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

(3) All excavation and changes in established drainage on any Lot must be approved in accordance with Article 9.

4.11 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials other than in connection with construction projects approved in accordance with Article 9. All construction debris shall be picked up and deposited daily in an appropriate container.

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

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

4.14 Offensive Conduct, Nuisances, Noise. No noxious, harmful, 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 Owner shall permit (i) noise from animals, including without limitation the barking of dogs, (ii) excessively loud music, or (ii) offensive odors, to emanate from the Resident's Lot which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area. Nothing in this section shall be construed to limit the Association's ability to discharge its duties in accordance with the Governing Documents or otherwise manage the Development.

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

(1) No alterations or additions to the Common Area shall be made except as authorized by the Board pursuant to Section 2.4.

(2) Except as provided in Section 4.22(f) with respect to the parking of vehicles on specific portions of the Common Area, nothing shall be placed, kept, stored, or parked on

the Common Area without the prior written consent of the Board. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials on the Common Area.

(3) Lot A as shown on the Unit 1 Map may be used for sports events, jogging, exercising, picnicking, barbecues, and other similar activities commonly permitted in public parks, together with any other uses as may be authorized by the Board.

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

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

(6) No Owner or Resident shall cause damage to the Common Area.

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

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

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

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

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

4.18 Portable Sports Apparatus.

(1) The use of portable sports apparatus within the Development shall be subject to all rules and regulations, which shall be Rules as defined in Section 1.28, as the Board may in its discretion adopt. Such Rules may include, without limitation, (i) requirements that the apparatus be stored completely out of sight from outside of the Lot when not in use, (ii) limitations on the times of day during which such apparatus may be used, (iii) regulations regarding the conduct and noise generated in the use of such apparatus, and (iv) limitations or prohibitions on the use of such apparatus on the Common Area.

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

(3) As used in this section, the term "portable sports apparatus" does not include bicycles, roller skates, roller blades or any other similar unpowered wheeled equipment, provided that the Board of Directors shall have the discretion to adopt rules and regulations, which shall be Rules as defined in Section 1.28, governing the use of such unpowered wheeled equipment.

4.19 Signs. No sign of any kind shall be displayed to the public view from any portion of the Development except that this restriction shall not apply to:

(1) Signs required by legal proceedings.

(2) Signs which by law cannot be prohibited.

(3) A single sign of customary and reasonable dimension and design, complying with the Rules adopted by the Board and reasonably located on a Lot advertising the Lot for sale or rent.

(4) Signs approved by the Board located at or near any entrance to the Development identifying the Development.

(5) Signs required for traffic control and regulation of streets or open areas within the Development.

(6) Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association.

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

(8) Such other signs as the Board, in its discretion, may approve. The Board may adopt limitations on such signs including, without limitation, restrictions on the size of the signs, the duration of their posting, and their location.

4.20 Antennas. No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained on the Common Area or upon any Lot, except (i) those erected, constructed, or maintained by the Association, (ii) those expressly approved by the Architectural Control Committee, or (iii) those which must be permitted by law. The Board shall have the power and authority to adopt Rules regarding the installation and maintenance of any outside mast, tower, pole, antenna or satellite dish permitted by this section.

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

(1) Except as provided in Section 4.21(b), the containers shall be located upon each Lot in an area which shall be completely screened or otherwise concealed from view from the Common Area, any street or any other Lot.

(2) The containers may be placed for pickup no earlier than 5:00 p.m. on the day prior to the collection day and must be stored as specified in Section 4.21(a) by no later than 8:00 a.m. on the first day following the collection day.

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

4.22 Vehicles and Parking.

(1) Limitations on Types of Vehicles.

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

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

(2) Boats. No boat or boat trailer shall be parked or kept within the Development unless parked upon a Lot behind a solid fence or screened area. The Board, in its complete discretion and upon such basis and terms as it deems prudent, shall have the power to adopt, modify and repeal Rules permitting the temporary parking of boats within the Development in a manner which is otherwise prohibited by the provisions of this subsection.

(3) Vehicle Repairs. Except for the usual and customary minor maintenance and washing of vehicles of Residents, the maintenance or repair of vehicles may not be conducted within the Development unless conducted in their garage or behind a solid fence or adequately screened area.

(4) Condition of Vehicles. No unreasonably noisy vehicles and no vehicles (including, without limitation, scooters, motorcycles or other motorized devices) emitting foul smelling or offensive exhaust fumes shall be operated within the Development. No dilapidated, unclean, unsightly, inoperable, or abandoned vehicle shall be parked or kept within the Development unless parked upon a Lot behind a solid fence or screened area.

(5) Guest Driveway Parking. Subject to Section 4.22(a) through Section 4.22(c) above, vehicles may be parked upon the driveways located on the Lots provided that the vehicle, including a trailer or recreational vehicle, of a particular guest may not be parked on any driveway of the same Lot for more than fourteen consecutive days. A vehicle shall be deemed to have been parked on a driveway for a day if it is parked thereon during any portion of that day.

(6) Common Area Parking Spaces. The designated Common Area parking spaces shall be available for the use of Residents and their guests on a first-come, first-served basis provided that there shall be no overnight parking in the designated Common Area parking spaces.

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

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

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

(2) The power and authority to fix and impose fines and other sanctions for violations of this section or any other provision of the Governing Documents related to vehicles and parking in accordance with Section 10.5(c) and the Bylaws.

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

(9) This section shall not apply to vehicles operated by the Board, the Association, or the agents, employees and contractors of the Association, during the conduct of their activities on behalf of the Association.

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

4.24 Animals.

(1) Household Pets. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred or kept on any Lot or portion of the Development (i) except that a reasonable number of household pets such as dogs, cats, fish or birds may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and they are kept under reasonable control at all times and in conformance with any County ordinances and all Rules, and (ii) except as provided in Section 4.24(b) through Section 4.24(d).

(2) Other Animals. In addition to the animals permitted in accordance with Section 4.24(a) above, the following animals shall be permitted on the identified lots:

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

- (1) Lots 14 through 21 inclusive, and Lots 55 through 70 inclusive, as shown on the Unit 1 Map.
- (2) Lots 1 through 26 inclusive, as shown on the Unit 4A Map.
- (3) Lots 116 through 118 inclusive, and Lots 123 through 125 inclusive, as shown on the Unit 3 Map.
- (4) Parcel 4 as shown on the Certificate of Compliance.

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

- (1) Lots 22 through 54 inclusive, as shown on the Unit 1 Map.
- (2) Parcels 1 and 2 as shown on the Certificate of Compliance.

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

- (1) Lot 1 as shown on the Unit 1 Map.
- (2) Lots 71 through 95 inclusive, as shown on the Unit 2 Map.
- (3) Lots 1 through 10 inclusive, as shown on the Unit 4 Map.

(3) Farm Animals Approved by the Board. With respect to the Lots listed in Section 4.24(b)(iii), the Board may authorize on a case-by-case basis the keeping of such additional animals generally associated with farms as the Board deems appropriate by granting special one-year use permits therefore. The issuance and renewal of such permits shall be in the sole and complete discretion of the Board.

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

(5) Owner's Responsibility for Animals. The owner of each household pet referred to in Section 4.24(a) shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such animal. The owner of any animal other than a household pet shall be responsible for the proper handling and removal of any waste introduced to any portion of the Development by such animal in accordance with the Rules and good, sanitary practices associated with such animal. The Board shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to animals, including without limitation fines for failure to remove and dispose of animal waste as required by this section. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by members of his or her household or by his or her tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner or Resident, members of his or her household, guests, tenants, or invitees.

(6) Rules Regarding Animals. The Board may adopt and enforce animal rules, which shall be Rules as that term is defined in Section 1.28, in addition to the provisions of this section. Such Rules may include, without limitation, regulations regarding the presence of animals on the Common Area and requirements that animals be registered with the Association. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person.

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

(1) Notification of the Board.

(1) The Owner of any rented Lot shall:

- (1) Notify the Association of the name of the tenants and the members of the tenant's household and shall have a continuing obligation to provide the Association with notification of any changes thereto;
- (2) Notify the Association of the duration of the lease;

- (3) Provide the Association with a signed acknowledgment by the Owner's tenants that they have received copies of, and will abide by, the Governing Documents; and
- (4) Provide the Association with such additional information as the Board deems necessary for or convenient to the enforcement of the Governing Documents.

(2) The Board may, but shall not be obligated to, adopt a form or forms for use in providing the information specified in Section 4.25(a) above. If the Board elects to adopt a form or forms, any such form or forms shall be used by the Owners to provide the information required by Section 4.25(a).

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

(3) Association's Enforcement Rights. In the event a tenant's conduct involves damage or misuse of any Common Area or facilities on any Common Area or constitutes an unreasonable nuisance to Residents, the Association shall be entitled to maintain an eviction action against such tenant to the same extent as the Owner of the Lot, the Association being deemed to be a third party beneficiary of any lease or rental agreement involving any Lot within the Development. The Association's right to maintain an eviction action shall arise only in the event that (i) 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 (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

(4) Indemnification of Association. Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a lease or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such arising or alleged to have arisen out of the enforcement or non-enforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

(5) Requirements of Written Lease or Rental Agreement. Any rental of a Lot shall be only by written agreement which agreement shall expressly provide (i) that it is subject to all of the provisions of the Governing Documents, (ii) that the tenants of the Lot

shall comply with all provisions of the Governing Documents, and (iii) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of the agreement. Pursuant to Section 3.1 of the Bylaws, the agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the tenant.

4.26 Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained upon any Lot where the same would be visible from the Common Area, any street or any other Lot.

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

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

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

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

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

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

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

4.34 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 of this Declaration upon written application from any Owner provided that the Board determines, in its sole discretion, that the specific application of the restriction to such Owner will (i) cause substantial undue hardship to the Owner, or (ii) 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:

(1) The Board, in its sole discretion, shall make an initial determination whether or not the variance on its face meets the requirements set forth in this section. If the Board determines that it does not, the variance request shall be denied and the Board shall so notify the applicant within ten days of the Board's decision. If the Board determines that the variance does, the procedures set forth in the remainder of this section shall be followed.

(2) The Board shall conduct a hearing on the variance within thirty days of the receipt of the written request for a variance. Notice shall be given to all Members not less than fifteen days prior to the date of the hearing. Members may submit comments in writing prior to the hearing and/or appear at the hearing. The Board shall establish a reasonable time limit for Member comments during the hearing. No decision regarding the request for variance shall be made until the conclusion of the hearing.

(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 days of the Board's decision.

ARTICLE 5 HOMEOWNERS ASSOCIATION

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

5.2 Membership. Every Owner of a Lot shall be a Member of the Association and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason.

Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

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

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

5.5 Association Rules. The Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be Rules as defined in Section 1.28, 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 use of the Common Area, animals, signs, collection and disposal of refuse, minimum standards for maintenance of property, use of recreation facilities, parking and traffic regulations, rental or leasing of Lots, and any other subject matter within the jurisdiction of the Association as provided in the Governing Documents or by law.

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

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

5.8 Capital Improvements. The Board shall have the power and authority to provide for the construction, reconstruction, installation, or acquisition of capital improvements upon the Common Area., provided that in any fiscal year expenditures for capital improvements shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year except upon the approval of an Absolute Majority. This limitation shall not apply to the expenditure of any funds accumulated in a reserve fund for capital improvements so long as the expenditure is for the purpose for which the fund was established nor shall it apply to any reconstruction governed by Article 7.

5.9 Sale or Transfer of Association Property. The Board shall have the power to sell the Association's property provided that, except as specified in Section 3.3, Section 5.10 and the last sentence of the section, the Board shall not, in any fiscal year, sell property owned by the Association having a value in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without approval of a Absolute Majority. Notwithstanding any other provision of the Governing Documents, the Board shall have the power to sell Parcel 4 as shown on the Certificate of

Compliance on such terms and conditions as the Board deems appropriate without conducting a vote of the Association.

5.10 Sale, Transfer or Dedication of Common Area to Public Agency or Utility. The Board shall have the power to dedicate, sell or transfer all or any part of the Common Area to a public agency, authority or utility.

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

5.12 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.

5.13 Lease of the Common Area to Owners. The Board shall have the power and authority, but not the obligation, to lease portions of the Common Area to Owners whose Lots are immediately adjacent to the portion of the Common Area so leased for such Owners' exclusive use. Any such leases shall be upon such terms, subject to such limitations and for such time periods as the Board deems appropriate.

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

5.15 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 (i) transfer all or substantially all of its assets, or (ii) file a certificate of dissolution.

ARTICLE 6 ASSESSMENTS AND LIENS

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

Each Assessment levied by the Association under this article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and

assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of Record of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is Record Owner of such Lot. After an Owner transfers of Record any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. A Contract Seller of any Lot shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is Recorded. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

6.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Association shall have a separate lien and a separate lien is hereby created upon each Lot to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Lot notwithstanding the transfer of Record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been Recorded as provided in this Declaration and by law. The priority of all such liens on each Lot shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Lot, any sale of such Lot pursuant to foreclosure of the lien will be made subject to all liens securing the respective monthly Assessments and Additional Charges on such Lot for succeeding months.

6.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for (i) managing and operating the Development, (ii) conducting the business and affairs of the Association, (iii) promoting the recreation, health, safety, welfare, benefit, and interests of the Owners and Residents of the Development, (iv) 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, (v) enforcing the Governing Documents, and/or (vi) otherwise benefitting the Owners.

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

6.5 Annual Assessment.

(1) Calculation of Estimated Required Funds. Not less than forty-five days nor more than sixty days prior to the beginning of each fiscal year, the Board shall distribute to all Owners an estimate of the funds required by the Association for such fiscal year to (i) manage, administer, operate, and maintain the Development, (ii) to conduct the affairs of the Association, and (iii) 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 maintenance, repair and replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis.

(2) Allocation of Annual Assessment. The Board shall allocate and assess the amount of estimated required funds equally among the Lots by dividing such amount by the total number of Lots within the Development.

(3) Payment of Annual Assessments. Subject to the power of the Board to adopt a different, including more frequent, payment schedule, Annual Assessments shall be levied on an annual basis and shall be paid in four equal, quarterly installments during the fiscal year with each installment due and payable on the first day of each calendar quarter.

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

6.6 Special Assessments.

(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.

(2) Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots in the same manner as Annual Assessments.

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

6.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot if a failure by such Owner, or any person or animal for whom the Owner is responsible, to comply with any provision of the Governing Documents has

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

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

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

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

6.11 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. Prior to Recording a Notice of Delinquent Assessment, the Association shall provide notice to the Owner as required by California Civil Code Section 1367(a) or other applicable statute. The Notice of Delinquent Assessment shall be mailed in the manner set forth in California Civil Code Section 2924b to all record owners of the Lot no later than ten (10) days after recordation as required by California Civil Code Section 1367(b). No procedures shall be initiated to foreclose the lien securing any Assessment levied under this article until after the expiration of thirty (30) days following the Recording of a lien created pursuant to California Civil Code Section 1367(b) or other applicable statute. Except as prohibited by law, upon the Recording of the Notice of Delinquent Assessment referred to above, 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.

6.12 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1, of the California Civil Code, and does further grant to the Board of Directors, 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. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive.

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

6.14 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; provided, however, that such Assessment lien shall be subordinate to the lien of any First Mortgage Recorded against the Lot; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such First Mortgage, or pursuant to a power of sale contained in any such First Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

6.15 Association Funds. The Association shall maintain at least two separate accounts in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated as "WoodBridge Ranch Association Operating Account" and "WoodBridge Ranch Association Reserve Account", or such other similar names which reasonably create a distinction between the purposes of the accounts. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be used for the purposes set forth in Section 6.3.

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

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

(1) All property dedicated to and accepted by the City, County, or other local public authority and devoted to public use.

(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.

(3) All Common Area.

(4) Parcel 4 as shown on the Certificate of Compliance, until the first day of the first month following the date such Lot is conveyed by the Association.

ARTICLE 7 DAMAGE OR DESTRUCTION; CONDEMNATION

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

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

7.3 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement among the condemning authority, the Association and each of the affected Owners, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The

Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

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

ARTICLE 8 MAINTENANCE OF PROPERTY

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

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

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

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

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

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

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

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

8.6 Authority for Entry of Lot. The Association or its agents may enter any Lot, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible or which it is authorized to perform, including without limitation the authorization provided in Section 4.19(g) and Section 8.4. 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 hours, except in emergency situations.

8.7 Association Liability. 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 negligence or fault of the Association, its employees, contractors, or agents.

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

ARTICLE 9 ARCHITECTURAL CONTROL

9.1 Submission of Plans and Specifications. Except for Improvements made or constructed by or on behalf of the Association, no Improvements including without limitation landscaping, Residences, buildings, fences, walls, obstructions, balconies, screens, patio covers, awnings, sheds, swimming pools, spas, fountains, or other structures of any kind, shall be commenced, erected, painted, or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature,

kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to (i) quality of workmanship and design, (ii) harmony of external design in relation the nature and character of the Development and the Improvements thereon, and (iii) location in relation to surrounding structures, topography, finished grade elevation. Notwithstanding this section, an Owner may repaint and refinish the exterior of the Improvements on his or her Lot in an identical color and finish without the approval of the Committee.

9.2 Establishment of Architectural Control Committee. The Board shall appoint an Architectural Control Committee consisting of three Members, who shall serve at the pleasure of the Board. The Board shall have the power, in its complete discretion and either with or without cause, to remove any member of the Architectural Control Committee. In the event of death, resignation or removal of any member of the Committee, the Board shall have the full authority to designate a successor. If at any time there shall not be a duly-constituted Architectural Control Committee, the Board shall exercise the functions of the Architectural Control Committee in accordance with the terms of this article.

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

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

9.5 Architectural Rules. The Architectural Control Committee may, from time to time, and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as "Architectural Rules" which shall be Rules as defined in Section 1.28. The Architectural Rules shall interpret and implement the provisions of this article by setting forth the standards and procedures for 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. In its discretion, and subject to the Board review provisions of Section 9.11, the Architectural Control Committee may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

9.6 Application. Any Owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this article, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Architectural Control Committee or Board may require.

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

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

- (1) The Owner shall have complied with the provisions of Section 9.1 above;
- (2) The Committee shall find that the plans and specifications conform to both (1) this Declaration, including without limitation Section 4.5 through Section 4.10, and (2) the Architectural Rules in effect at the time such plans were submitted to the Committee, unless a variance is granted from such Architectural Rules pursuant to Section 9.5; and
- (3) The Committee shall determine that the proposed Improvements would be consistent with the standards of the Development and the purposes of this Declaration as to quality of workmanship, design and materials, as to harmony of exterior design with the existing structures, and as to location with respect to topography and finished grade elevations.

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

9.10 Time for Architectural Control Committee Action. A complete submission package, as required by the Architectural Control Committee, submitted for approval which has not been acted upon within forty-five days from the date of receipt thereof by the Committee shall be deemed approved. The Owner requesting approval shall have the burden of establishing the date of receipt of the request for approval by the Architectural Control Committee by evidence in the form of either a copy of such request for approval date-stamped by the Association or by a return receipt provided by the U. S. Postal service acknowledging that such request for approval was delivered to the Association.

9.11 Board Review. The Committee shall submit a copy of its findings and determinations to the Board which shall then have thirty days from the date of the approval or denial of the request for approval to review, upon its own initiative, the action of the Architectural Control Committee. The Board may also review the action of the Committee at the request of the Committee or any Member, including the Owner submitting the request for approval, provided that any such request shall be presented to the Board within ten days from the date of the approval or denial of the request for approval by the Committee. If a review is conducted, the Board may affirm, reverse or modify

the decision in its discretion and in accordance with the provisions of the Governing Documents and shall so notify the applicant within thirty days following the Board's decision.

9.12 Commencement. Upon receipt of approval pursuant to this article, 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 days from the effective date of such approval or upon such later date as the Board may in its discretion designate. If the Owner shall fail to comply with this paragraph, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the time for commencement, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

9.13 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one 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 his agents. If an Owner fails to comply with this section, the Board shall proceed in accordance with the provisions of Section 9.14, below, as though the failure to complete the Improvements was a non-compliance with approved plans.

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

(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 Committee.

(2) Within sixty (60) days after the receipt of such written notice, the 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 Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance.

(3) If the Owner shall have failed to remedy such non-compliance upon the expiration of thirty (30) days from the date of such notification, the Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) nor less than fifteen (15) days after notice of the non-compliance is given to the Board by the Committee. Notice of the hearing date shall be given at least ten

(10) days in advance thereof by the Board to the Owner, to the Committee and, in the discretion of the Board, to any other interested party.

(4) At the hearing the Owner, the Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. 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, at its option, may either remove the non-complying Improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.

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

9.15 Preliminary Approval. Any Owner proposing to construct Improvements requiring the prior approval of the Committee may apply to the Committee for preliminary approval by submission of preliminary drawings of the proposed Improvements in accordance with the Design Guidelines. The purpose of the preliminary approval procedure is to allow an Owner proposing to make substantial Improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Application for preliminary approval shall be considered and disposed of as follows:

(1) Within thirty (30) days after proper application for preliminary approval, the Committee shall consider and act upon such request. However, notwithstanding any other provision of this Declaration, no failure to act upon an application for preliminary approval shall be deemed to be an approval of such application. The Committee shall grant the approval only if the proposed Improvement, to the extent its nature and characteristics are shown by the preliminary application, would be entitled to a final approval on the basis of a full and complete application. In granting or denying approval, the Committee may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(2) Any preliminary approval granted by the Committee shall be effective for a period of ninety (90) days from the date of the issuance thereof or such longer period as may be approved by the Committee. During such period, any application for final approval which consists of proposed Improvements in accordance with the provisions of the preliminary

approval, and is otherwise acceptable under the terms of this Declaration, shall be approved by the Committee.

(3) In no event shall any preliminary approval be deemed to be an approval authorizing installation or construction of the subject Improvements.

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

9.17 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, certifying (with respect to any Lot of such Owner) that as of the date thereof, either: (i) all Improvements made and other work completed by such Owner comply with this Declaration, or (ii) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot through him, shall be entitled to rely on such certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

9.18 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: (i) a legal description of the Lot affected, (ii) the name of the record Owner as most recently reported to the Association, and (iii) 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, Record an estoppel certificate in accordance with Section 9.17.

9.19 Liability. Neither the Board, the 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: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any property within the Development; (iv) the execution and filing of an estoppel certificate pursuant to Section 9.17, whether or not the facts therein are correct; provided, however, that the Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him; or (v) the execution and filing of a notice of noncompliance pursuant to Section 9.18, whether or not the facts therein are correct; provided, however, that the Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him. Without in any way limiting the generality of the foregoing, the Committee, the Board or any member or representative thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans,

drawings, specifications, or any other proposal submitted to the Committee. Every purchaser, by acquiring title to a Lot or portion thereof agrees not to bring any action or suit against the Board, the Committee, or their members or representatives seeking to recover any such damages.

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

ARTICLE 10 ENFORCEMENT

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

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

10.3 Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing members of his or her household and his or her tenants, Contract Purchasers, contractors, invitees 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 animal. If a Lot is owned jointly by two or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

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

10.5 Rights and Remedies of the Association.

(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.

(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 (other than a failure to pay any Assessment when due), the Board shall give notice in writing to such Member that he or she is deemed not to be a Member in Good Standing. Such Member shall be deemed to remain in that status until such time as the Board shall determine in writing that the violation which resulted in the Board's determination has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member shall again be deemed to be a Member in Good Standing of the Association. Such Member shall be so notified in writing with a copy given to the Secretary.

(3) Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, Contract Purchasers, contractors, guests or invitees, the Board shall have the power to impose sanctions against the Owner. Such sanctions may include, without limitation, the imposition of fines and/or the suspension of an Owner's rights as a Member, including an Owner's voting rights or an Owner's right to use the recreational or community facilities on the Common Area. Except as provided in Section 10.7 below, imposition of sanctions shall be effective only after notice and an opportunity for hearing as provided in Section 8.1.4 of the Bylaws. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.8 of this Declaration as well as in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by the members of such Owner's household and such Owner's tenants, Contract Purchasers, guests, animals, or other invitees.

(4) Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 6 of this Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or animals 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.

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

10.6 Disciplinary Rules. The Board or a 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 Rules as defined in Section 1.28.

10.7 Emergency Situations. The following shall constitute emergency situations: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development, (ii) a traffic or fire hazard, (iii) a threat of material damage to or destruction of the Development or any portion thereof, (iv) a violation of any provision of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether the violation has occurred (such as parking violations). 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(f) of the Bylaws.

10.8 Alternative Dispute Resolution. California Civil Code Section 1354(b) shall be complied with respect to any dispute subject to such section.

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

10.10 Notices. Any notices required or given under this article shall, at a minimum, set forth the date, time, and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board, if any. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; provided, however, that if notice is given by mail, it shall be sent by first-class mail,

postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Association.

10.11 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Member or members of his or her household or his or her tenants, Contract Purchasers, guests, invitees or 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 6.7 of this Declaration.

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

ARTICLE 11 AMENDMENT

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

ARTICLE 12 GENERAL PROVISIONS

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

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

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

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

12.5 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.

12.6 Power of Attorney. To the extent necessary to carry out and enforce the provisions of this Declaration, an irrevocable power of attorney coupled with an interest is granted to the Association by the Owners and each of them.

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

12.8 No Reversionary Rights. Nothing in this Declaration or in any deed which Declarant may use or used in disposing of any portion of the Development shall be deemed to reserve in Declarant any right of reversion for breach of any provision hereof, and such reversionary right is hereby expressly waived.

12.9 Waiver. Neither Declarant, the Committee, nor any member thereof nor their successors or assigns shall be liable to any Owner, lessee, licensee or occupant of land subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of this Declaration. Every Owner, lessee, licensee or occupant of any of the Development, by acquiring an interest therein, agrees not to bring any action or suit against Declarant to recover any such damages or to seek equitable relief.

12.10 References to Law. Any references to the Civil Code and the Corporations Code herein shall be deemed to include all amendments to such provisions and all substitutes for such provisions.

IN WITNESS WHEREOF, the Members of WOODBRIDGE RANCH ASSOCIATION holding at least sixty-six and two-thirds percent (66 2/3%) of the total voting power of the Association, including a majority of the votes held by Members other than the Declarant as defined in Section 2.01(h) of the Original Declaration, hereby affirm, approve, and adopt this First Restated Declaration of Covenants, Conditions and Restrictions of WoodBridge Ranch pursuant to Section 10.02(b) of the Original Declaration, by means of the signatures of the President and Secretary of the Association, which Declaration shall be Recorded.

DATED: _____, 2002.

WOODBIDGE RANCH ASSOCIATION,
a California nonprofit mutual benefit corporation

Arthur O. Hawkins, President

Robert Milano, Secretary

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OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOODBIDGE RANCH

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEVELOPMENT

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

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

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

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

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

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

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

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

EXHIBIT "A"
(continued)

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

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

EXCEPTING THEREFROM the following three parcels:

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

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

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

EXHIBIT "B"

LETTER FROM COUNTY COUNSEL OF SACRAMENTO COUNTY, CALIFORNIA

**RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:**

WOODBIDGE RANCH ASSOCIATION

_ STEIN & BAYDALINE LLP

Attn: Deon R. Stein, Esq.

895 University Avenue

Sacramento, CA 95825

(Space Above For Recorder's Use)

FIRST RESTATED DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WOODBIDGE RANCH