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**SECOND AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WOODRIDGE LAKE ESTATES SUBDIVISION**

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**SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WOODRIDGE LAKE ESTATES SUBDIVISION**

This *Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Woodridge Lake Estates Subdivision* is made by the Woodridge Mutual Water and Property Owners Corporation, a California nonprofit mutual benefit corporation ("Association").

RECITALS

A. The Association is an "association," as defined in Civil Code section 4080 which has been created to manage the common interest development located in the County of Shasta, State of California, commonly known as Woodridge Lake Estates ("Development") and more particularly described in Exhibit A.

B. The original developer of the Development, Woodridge Lake Estates, Ltd., a California limited partnership, executed the *Declarations of Restrictions for Woodridge Lake Estates Subdivision*, recorded August 30, 1979, in Book 1656 at Page 178, in Official Records of Shasta County ("Original Declaration").

C. The Original Declaration was amended and restated by the *Declaration of Restrictions and Certificate of Amendments for Woodridge Lake Estates Subdivision*, recorded July 29, 2008, Document No. 2008-0026036 of the Official Records of Shasta County ("First Restated Declaration"). The First Restated Declaration was amended by the following: the *Declaration of Restrictions and Certificate of Amendments for Woodridge Lake Estates Subdivision*, recorded September 21, 2016, Document No. 2016-0027886; and the *Declaration of Restrictions and Certificate of Amendments for Woodridge Lake Estates Subdivision*, recorded December 28, 2017, Document No. 2017-0039460, in the Official Records of Shasta County.

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

E. "Declarant," as defined in the Original Declaration, no longer owns any property within the Development.

F. At least a majority of the Members voted to amend, restate, and supersede the First Restated Declaration pursuant to Sections 6 and 24 of the First Restated Declaration.

NOW, THEREFORE, it is hereby declared as follows:

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

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

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

4. All the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes as provided in Civil Code section 5975; shall constitute covenants, running 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, which means more than fifty percent (50%) of the Members.

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

1.3 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 12.5.

1.4 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.

1.5 Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and their Lot as provided in Article 9. "Assessment" shall include any or all of the following:

1.5.1 Annual Assessments, which shall have the meaning set forth in Section 9.5.

1.5.2 Enforcement Assessments, which shall have the meaning set forth in Section 9.8.

1.5.3 Reimbursement Assessments, which shall have the meaning set forth in Section 9.7.

1.5.4 Special Assessments, which shall have the meaning set forth in Section 9.6.

1.6 Association. "Association" shall mean Woodridge Mutual Water and Property Owners Corporation, a California nonprofit mutual benefit corporation, its successors, and assigns.

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

1.8 Board of Directors or Board. "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 and Members and any duly adopted amendments thereof.

1.10 Common Area. "Common Area" shall mean and refer to all the real property owned by the Association for the common use and enjoyment of the Members, including without limitation the Lake, adjacent picnic area, top and lakeside area of the main dam and saddle dam, boat dock, and water system (including the wells, pump house, pump machinery, piping to the Lots up to and including the water meters). Lot 78 is the Lake, and Lots 79 and 80 are Water Well lots, as designated on the Subdivision Map.

1.11 Common Facilities. "Common Facilities" shall mean all facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area and owned by the Association.

1.12 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.

1.13 County. "County" shall mean the County of Shasta.

1.14 Declarant. "Declarant" shall mean Woodridge Lake Estates, Ltd., a California limited partnership, and their successors and assigns.

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

1.16 Design Review Committee. "Design Review Committee" or "DRC" shall mean the committee created pursuant to Article 12.

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

1.18 Director. "Director" shall mean a member of the Board.

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

1.20 Improvement(s). "Improvement(s)" includes, but is/are not limited to, the construction, installation, alteration, or remodeling of any buildings, walls, roofs, foundation, decks, swimming pools, landscaping, landscape structures, skylights, solar heating equipment, spas, antennas, utility lines as well as any structure of any kind. In no event shall the term "Improvement" be interpreted to include projects restricted to the interior of any Residence.

1.21 Lake. "Lake" or "Woodridge Lake" shall mean the Common Area lake, located on and depicted as Lot 78 on the Subdivision Map, also known as Flag Lot 78.

1.22 Lot. "Lot" shall mean any plot of land shown upon any Subdivision Map, except for the Common Area.

1.23 Member. "Member" shall mean an Owner.

1.24 Mutual Water System. "Mutual Water System" shall mean the water system referred to as the Woodridge Mutual Water Company, California water system number 4500235, as further described in Article 12.

1.25 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 such persons are not "Owners" for purposes of exercising voting rights in the Association.

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

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

1.28 Resident. "Resident" shall mean any person who resides in a Residence within the Development whether such person is an Owner as defined in Section 1.25.

1.29 Simple Majority. "Simple Majority" shall mean a majority of the votes of the Members: (a) represented and voting at a meeting at which a quorum is present, or (b) cast by written or secret ballot (in conformity with Corporations Code section 7513 or Civil Code sections 5100–5125, respectively) in which the number of ballots received equals or exceeds the number required to establish a quorum.

1.30 Subdivision Map. "Subdivision Map" shall mean the subdivision maps recorded in the Office of the County Recorder and which are referenced in the legal description of the Development in Exhibit A.

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 based on one (1) vote for each Lot.

1.32 Wildlife Corridors. "Wildlife Corridors" shall mean strips of land located on the rear property line of certain Lots, reserved for protecting wildlife habitat, as further detailed in Section 4.19.

ARTICLE 2 COMMON AREA

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

2.2 Use of Common Area. The Common Area shall be preserved as open space and used for recreational purposes and other purposes incidental and ancillary to the use of Lots. Such use shall be limited to private use for aesthetic and recreational purposes by the Members, their Tenants, families, and guests, subject to the provisions of the Governing Documents. No improvement, excavation, or work which in any way alters any Common Area or Common Facility from its natural or existing state on the date such Common Area or Common Facility was completed shall be made or done except by the Association and then only in strict compliance with the provisions of this Declaration.

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

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

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

2.3.3 Easements. The right of the Board to grant easements and rights of way in, on, over, or under the Common Area.

2.3.4 Dedicate. The right of the Board to sell, dedicate, or transfer all or any part of the Common Area, subject to the requirements of Sections 6.8 and 6.9.

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

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

2.3.7 Entry. The right of the Association, through its authorized agents, to enter any Lot to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area or the Owners in common, or to make necessary repairs the Lot Owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such Residence or Lot and the obligation can be performed regardless of whether the Owner is present.

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

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

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

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

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

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

2.8 Mechanic's Liens. In the event there shall be filed against the Common Area a Notice of Mechanic's Lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner or their Lot, such Owner shall immediately cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying, 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. The Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board determines the lien adversely and improperly affect and encumbers such rights and interests and 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 Utility and Maintenance Easement. Easements over and under the Development for the installation, repair, and maintenance of electric, telephone, water, gas and sanitary sewer lines, heating facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the Subdivision Map, and as may be hereafter required or needed to service the Development, are hereby reserved by the Association, together with the right to grant and transfer the same.

3.2 Encroachment Easements. Each Lot within the Development is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree minor encroachments over adjoining Lots or Common Area shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

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

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

3.5 Maintenance and Access Road Easements. The following are easements directly impact the maintenance and access of roads located within the Development:

3.5.1 An easement over Lots 19 through 32 inclusive, and Flag Lot 78 for ingress and egress for maintaining the pumphouse and pipelines.

3.5.2 An easement over Flag Lot 78 for a fire exit, public utility easement, and private road.

3.5.3 An easement over Lots 6, 7, 46, and 47 for a fire exit and public utilities.

3.5.4 An easement over Lots 69 and 70 for a private road and public utilities.

3.6 Firebreak Easements.

3.6.1 No structures nor any storage of cut vegetation such as limbs, trunks, leaves, and pine needles shall be built or accumulated within the one hundred (100) foot firebreak easements. The existing firebreak easements are described as follows: (a) an easement over Flag Lot 78 for a fire exit, public utility easement, and private road, and (b) an easement over Lots 6, 7, 46, and 47 for a fire exit and public utility. The Wildlife Corridors referenced in Section 4.19 will be preserved and not adversely impacted by the firebreak easement.

3.6.2 The placement of buildings or structures on any Lot shall allow for a thirty (30) foot minimum clearance as required by Shasta County Fire Safety Standards and the local California Department of Forestry and Fire Protection ("CalFire") Station.

ARTICLE 4 USE RESTRICTIONS

4.1 Residential Use. Except as specifically provided in Section 4.4, no Lot, or any portion thereof, shall be occupied or used for other than residential purposes by the Owners, their Contract Purchasers, lessees, tenants, or guests.

4.2 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof; provided, however, if any Lot shall be owned by two (2) or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition by sale as between such co-tenants.

4.3 No Further Subdivision. No Lots in this subdivision shall be further subdivided nor shall less than all the Lot be conveyed by an Owner thereof and no Owner of a Lot within the Development shall be entitled to sever Lot from the Common Area.

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

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

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

4.5 Offensive Conduct, Nuisances, Noise. No noxious, harmful, unlawful, or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences. No portion of any Lot shall be used for the storage of any material which would cause said property to appear disorderly or unsanitary, or which would be unattractive in appearance, nor shall substance or material be kept or maintained upon any such Lot which permits foul or noxious odors or could constitute an annoyance or nuisance to or disturb the peace comfort or serenity of the occupants of surrounding property. The making or continuing, or causing to be made and continued, of any loud, unnecessary, or unusual noise which disturbs the peace and quiet of the neighborhood, or which causes discomfort or annoyance to reasonable persons of normal sensitivities residing on the property or in the area, shall be considered a nuisance. Excessive noise levels may be determined at the sole discretion of the Board. Nothing in this Section shall be construed to limit the Association's ability to discharge its duties in accordance with the Governing Documents or otherwise manage the Development.

4.6 Indemnification. Each Owner, by acceptance of their deed, agrees personally and for their invitees, to indemnify every other Owner, and to hold such indemnified Owner(s) harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the Lot of the indemnifying Owner, except to the extent:

4.6.1 Any such injury or damage is covered by insurance in favor of the Association or the indemnified Owner, whichever is applicable; or

4.6.2 The injury or damage occurred by reason of the willful or negligent act or omission of the Association, an indemnified Owner, or any Invitees of an indemnified Owner.

4.7 Requirement of Architectural Approval. As addressed in greater detail in Article 12, construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting, landscape, and all other exterior Improvements are subject to approval of the Design Review Committee.

4.8 Lake Pass Required. Owners and their designated guests may use the lake for recreational purposes at their own risk, such as for boating, fishing, and swimming, so long as such owner and guests are in possession of a current lake pass granted by the Association. Owners shall be liable for the conduct of their guests while using the lake or any other Common Area. No motorboats shall be allowed on the lake except those powered by electric trolling motors.

4.9 Trees and Natural Vegetation.

4.9.1 Subject to prior written approval by the Design Review Committee and the County, all trees and natural vegetation on the Lots shall be removed only to provide space for the construction of a private residence, outbuildings, outdoor living improvements, fire protection, and/or to prevent wind and storm damage. Notwithstanding the foregoing, diseased or damaged trees, as well as those posing immediate danger of falling on structures may be removed without approval.

4.9.2 The standard for all tree removal shall be subject to all defensible space guidelines set forth by California Department of Forestry and Fire Protection ("CalFire").

4.9.3 Commercial logging or wood cutting, including cutting wood for profit or gain, is prohibited.

4.10 Animals.

4.10.1 Types/Number of Permitted Animals. No animals, livestock, or poultry of any kind shall be kept, bred, or raised on any Lot, except for two (2) dogs, two (2) cats, twelve (12) hens, otherwise referred to as female chickens, and (2) horses. Horses shall only be permitted on Lots to the south and east of Woodridge Road (specifically, Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70).

4.10.2 Poultry. Except for hens (female chickens), all other forms of poultry such as wild birds, turkeys, and roosters (male chickens) are prohibited. Hens must be housed in a fully enclosed coop/henhouse and kept in a manner which does not create obnoxious orders, unreasonable noise or unsanitary conditions, or the breeding and/or spreading of flies to other Lots. The location of the coop/henhouse shall be outside of any easements and/or wildlife corridors and shall be subject to the prior approval of the Design Review Committee.

4.10.3 Horses.

4.10.3.1 Prohibited Areas. Horses are prohibited from all County roads in the Development (Woodridge Drive, Winterwood Drive, Cedarwood Court, Lakeridge Road, and portions of Wilson Hill Road), including the paved portion located at the front of each Lot's property line. There shall be no horse-riding pens constructed on any Lot. Horse riding or any other horse related activities are prohibited in the designated Wildlife Corridors. The Owner of any Lot is located within a Wildlife Corridor shall transport their horse(s) using horse transport trailers.

4.10.3.2 Horse Barns and Corrals. All horses must have horse barns for shelter and a fenced area outside of the Wildlife Corridors. Horse barns and corrals shall be maintained in a clean, sanitary, workable, and attractive condition, and must be cleaned to prevent the breeding and spread of flies, mosquitos, and other insects or other pests to other Lots. Horse barns and corral fences shall be located: (a) a minimum of seventy-five (75) feet from the back and side Lot lines; and (b) one-hundred and fifty (150) feet from front Lot lines. Owners must obtain approval from the Design Review Committee prior to constructing any barn or corral.

4.10.4 No animal shall be allowed to unreasonably annoy Residents, to endanger the health of another animal or persons, or to substantially interfere with the quiet enjoyment of others. Animal owners shall be deemed in violation of this provision if their animals consistently or constantly make excessive noise, cause damage to or destruction to another's property, exhibit tendencies reasonably suggesting they constitute an actual danger to other people or animals. Each Owner bringing or keeping an animal in the Development, including a guest's pet or animal, shall be solely responsible for the conduct of their animals and the Association, its Board, Officers, Directors, employees, and agents shall have no liability to any Owner, their household members, guests, invitees, tenants, contractors, and contract purchasers for any damage or injury to persons or property caused by any such animal. The Board shall further have the right to establish and enforce reasonable rules and regulations imposing standards for the reasonable control and keeping of animals in, upon, and around the Development.

4.11 Trash; Dumpster. No trash, garbage, or other refuse such as, but not limited to stripped down, partially wrecked, or otherwise dilapidated motor vehicles or sizable parts thereof, furniture, appliances, and electronics, shall be dumped or stored in the Development. No dumpster shall be placed

on any Lot, except during the construction or major renovation of a Residence, or during the construction of an outbuilding. The dumpster shall be removed within five (5) calendar months of completion of said construction or renovation. All dumpsters shall further comply with guidelines as provided by the County's Planning Department.

4.12 Fire Safety Measures. All debris, including trees, shrubs, and trimmings which are cut down, must be removed from the Lot. All other fire safety measures must be taken, including proper weed and vegetation control. No building material shall be allowed to accumulate on any Lot and shall be removed and cleared from said Lots. If the Board, in its discretion, determines any Lot is maintained, which is or may become a nuisance, fire hazard, or safety hazard for any reason, including without limitation, due to the accumulation of trash, garbage, debris, or improper weed or vegetation control, the Association shall have the right to enter said Lot, correct the offensive or hazardous condition, and recover the cost of such action through imposition of a Reimbursement Assessment against the offending Owner.

4.13 Equipment, Trucks, and Containers. No portion of any Lot shall be used for the storage or parking of equipment, commercial vehicles, prefabricated storage containers such as "mobile minis", and shipping or cargo containers, except during the clearing of the site or construction of a Residence or outbuilding.

4.14 Fences. Fences are permitted along Lot lines. Fences within thirty (30) feet of front Lot lines shall be open wood construction only (infilled with metal hardware cloth to contain animals is acceptable). No plastic/vinyl/ netting or mesh fences of any kind are permitted. Interior fences shall be permitted more than thirty (30) feet from the front Lot line. A sketch of the fence design (front Lot line and interior) and location must be submitted to and approved by the Design Review Committee prior to construction. Fences are prohibited in Wildlife Corridors and firebreak easements. As of the recording of this Declaration, the existing fences located on Lots 23 and 40 are exempted from the restrictions in this Section because they are either not thirty (30) feet from the front Lot line or are not constructed of wood; however, such exemption shall not apply to Lots 23 and 40 in the event such fences are replaced.

4.15 Signs. Subject to Civil Code section 4710 or successor statutes, no signs of any kind shall be displayed to the public view on any Lot with the following exceptions: (a) a single sign of identification of three (3) square feet in maximum size, (b) a single sign offering the Lot for sale of reasonable and normal size, (c) protection or surveillance signs of reasonable and normal size and number, and (d) signs required for the regulation of the Common Area as installed or approved by the Board.

4.16 Boat Docks.

4.16.1 Common Area Boat Dock. The Common Area boat dock located at the base of the Lake access road, and in the vicinity of the Truitt Dam, shall be used by boaters, kayakers, long boarders, and other recreational crafts as an entry point to the Lake. This is to ensure the natural habitat and wildlife has minimal disturbance around the Lake in accordance with the conditions adopted by the County Planning Commission.

4.16.2 Private Boat Docks. Owners are prohibited from installing a boat dock and/or landing on their Lot. Notwithstanding the foregoing, Lots 4, 5, 6, 22, and 23 have installed boat docks and/or landings prior to the recordation of this Declaration

and are permitted to retain those existing structures; however, this exemption does not apply to any replacement of those boat docks and/or landings.

4.17 Water Wells. Water wells are permitted to be created, drilled, and maintained on any Lot. The water provided by the well shall only be used for outdoor irrigation of the landscape. The financial obligation for all Assessments, as well as quarterly minimum water bills for a water well owner will, still be in effect for the full amount regardless of the connection status with the Mutual Water System. In the event an Owner disconnects their water well from the Mutual Water System and wishes to reconnect at a future time, a reconnection fee shall be levied. Owners shall obtain permits from local environmental health agencies or local water districts before construction, modification, or destruction of any water well. Any water well construction activities must be performed only by a licensed C-57 Water Well Contractor and must meet applicable local and state well standards. Installation, repair, or replacement of a well pump must be performed by a person who possesses a valid C-57, C-61, or Class A contractor's license. Depending on site conditions, a licensed California geologist or hydrogeologist may be consulted on well siting, design, and/or construction. Owners are encouraged to refer to standards and guidelines set forth by the Shasta County Department of Resource Management. On receipt of the permit, Owners shall submit drawings including the plot map for the well and pump house to the Design Review Committee and Water System Administrator.

4.18 Speed Limit. All Residents and guests are encouraged to drive carefully within the roads in the Development and in accordance with the posted speed limit.

4.19 Wildlife Corridors.

4.19.1 Purpose; Location; Size. Wildlife Corridors, which are a strip of land preserved for the purpose of protecting wildlife habitat, are located on certain Lots. The Wildlife Corridors are located on the entire rear length (rear property lines) of: (a) certain adjoining Lots, and (b) Lots fronting the Lake and backing into land owned by Shasta Forests Timberlands, LLC. A description of the applicable Lots and the required widths of the Wildlife Corridors thereon as provided in Exhibit B and as also depicted on the Subdivision Maps.

4.19.2 Restrictions. No vegetative disturbances or structures (buildings including sheds, detached garages, or other manmade structures), except to provide for fire safety, habitat enhancement and/or forest management, will be allowed within the Wildlife Corridors. Access by horses or any horse activities will not be permitted nor allowed in the Wildlife Corridors.

4.20 Antenna and External Fixtures. No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained within the Development or on any Common Area except: (a) those erected, constructed, or maintained by the Association; (b) those expressly approved by the Board of Directors; (c) antennas which are less than one (1) meter (39.37 inches) in size, or (d) those specifically permitted by law. With respect to those masts, towers, poles, antennae, and satellite dishes specifically permitted by law, the Association shall have the authority to regulate their installation and maintenance to the greatest extent permitted by law. The Owner of each Lot shall be responsible for the repair and maintenance of any mast, tower, pole, antenna, or satellite dish installed by them within the Development and shall indemnify and reimburse the Association for all costs and expenses associated therewith,

including without limitation any increased costs incurred by the Association in the performance of its maintenance obligations as specified in Article 8 of this Declaration.

4.21 Parking.

4.21.1 Garages; Driveways. All garages shall be used for parking the number of vehicles for which they were designed to accommodate. Owners are prohibited from parking a vehicle in their driveway unless their garage is already being utilized to park the maximum number of vehicles therein.

4.21.2 Street Parking Prohibited. No vehicle shall be parked on any road or street within the Development.

4.22 Recreational Vehicles.

4.22.1 No Permanent Residency. No motorhome, fifth wheel, trailer, camper, or any other recreational vehicle (collectively, "RV") shall be used for permanent residential occupancy on any Lot.

4.22.2 Temporary Residency. During the construction of any Residence, which shall not exceed the term of the building permit issued by Shasta County, per Section 4.22.3, an RV may be used to provide temporary residency on a Lot subject to the following conditions:

4.22.2.1 If used as a temporary residence for more than five (5) days, the RV must be connected to a County-approved septic system; and

4.22.2.2 The RV shall not become a permanent structure for either living purposes or storage; and

4.22.2.3 All personal belongings, including but not limited to, garbage cans, trash, and debris, shall be stored out of sight from the County roads (Wilson Hill Road, Woodridge Drive, Lakeridge Road, Winterwood Drive, and Cedarwood Court).

4.22.3 Screened from View. Unless being used for temporary residency as described in Section 4.22.2 above, all RVs shall be screened from view from: (a) all County roads in the Development (including without limitation, Wilson Hill Road, Woodridge Drive, Lakeridge Road, Winterwood Drive, and Cedarwood Court), (b) any other Lot, and (c) any Common Area. RVs, which cannot be screened from view are prohibited. RVs do not need to be screened from view if there is an immediate threat of wildfire.

4.23 Parking Rules and Enforcement. To prevent or eliminate any parking problems within the Development, or to further define and enforce the restrictions contained in this Section, the Board shall have the authority to adopt further reasonable rules and restrictions regarding vehicles and parking within the Development as the Board may deem prudent and appropriate. The Board shall also have the power to impose fines and other sanctions for violations of the provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation, the power and authority:

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

4.23.2 Fines. To fix and impose fines for violations of this Section in accordance with Section 13.5 of this Declaration and the Bylaws.

4.24 Temporary Structures. No temporary structures, such as a tent, yurt, basement, shack, or garage shall be used as a temporary or permanent dwelling.

4.25 Construction Standards.

4.25.1 Residences. All Residences, excluding guest houses, constructed on any Lot shall be at a minimum of one thousand six hundred fifty (1,650) square feet in area. A garage must be constructed at the time of residential construction to provide a vehicular storage area. Computation of the Residence square footage shall exclude areas of open porches and garages. All Residences shall be constructed entirely of new materials, except those materials traditionally used, such as used brick. No pre-constructed building shall be relocated to a Lot.

4.25.2 Exterior Building Colors. The paint coloring matter applied to the exterior and roofs of any Residence, building, or structure, on a Lot, including without limitation dwellings, garages, and outbuildings, shall be in paint colors, consistent with and blend in with the natural environment of this mountain and forest region. All paint colors and architectural features shall be approved by the Design Review Committee as described in Article 12.

4.25.3 Roof Material. The roofs of all buildings on a Lot, including without limitation dwellings, garages, and outbuildings, shall be clay tile, concrete roof tile, lightweight concrete tile, or oven-bonded painted galvanized steel. Class A architectural grade asphalt shingles are permitted provided, a minimum one-half inch (1/2" or 0.5") thick gypsum glass fiber underlayment, or equivalent, is installed over the sub-sheeting. All roof coverings shall be approved by the Design Review Committee as described in Article 12.

4.25.4 Time for Construction. Any Residence, structure, dwelling, garage, or out-building construction commenced on a Lot shall be completed as required by Shasta County ordinances or requirements.

4.26 Residence Location.

4.26.1 Except for the four (4) Lots located on Chateau Drive, all Residences, garages, and outbuildings shall be placed:

4.26.1.1 Not closer than thirty (30) feet from the side Lot lines; and

4.26.1.2 Not closer than forty (40) feet to the front Lot lines; and

4.26.1.3 Not closer than two hundred (200) feet to the rear Lot lines on the Lake front Lots; and

4.26.1.4 Not closer than one hundred (100) feet to the rear Lot lines on all other non-Lake front Lots.

4.26.2 For all four (4) Lots located on Chateau Drive, all Residences, garages, and outbuildings shall:

4.26.2.1 Be placed not closer than thirty (30) feet from the front and side Lot lines and road easements; and

4.26.2.2 Shall be placed not closer than one hundred (100) feet from the Lake edge, which has a water elevation of three thousand four hundred and fifty-nine (3,459) feet.

4.27 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 upon written application from any Owner provided the Board determines, in its sole discretion, the specific application of the restriction to such Owner will: (a) cause substantial undue hardship to the Owner; or (b) fail to further or accomplish the common plan for the Development as contemplated by this Declaration. The Board shall have the power to limit any variance granted in scope or duration or otherwise impose such specific requirements as the Board may, in its complete discretion, see fit to require. The Board shall follow the following procedures when acting on any request for a variance:

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

4.27.2 Hearing. Provided the Board determines the variance request meets the requirements set forth in this Section, the Board shall conduct a hearing on the variance

within sixty (60) days of the receipt of the written request for a variance. No decision regarding the request for variance shall be made until the conclusion of the hearing.

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

ARTICLE 5 RENTAL TERMS AND RESTRICTIONS

5.1 Rental Terms. No Owner shall rent, lease, or otherwise delegate the use and occupation of their Lot except upon the following terms and conditions:

5.1.1 Minimum Rental Term. The term of any rental or lease agreement shall be for a period of not less than thirty (30) days, this restriction shall not apply to Owners of Lots who received title to their Lots prior to the date this Declaration is recorded in the office of the Recorder ("Effective Date"). All Owners who receive title to their Lots after the Effective Date shall be subject to the restriction set forth in this Section, except as otherwise provided in Civil Code section 4740, or successor statute.

5.1.2 Entire Lot; Governing Documents. No Owner may rent or lease less than the entire Lot, except as otherwise provided in Civil Code sections 4740 and 4741, or successor statute. Owners who are renting or leasing a Lot shall provide the Tenant with a copy of the Governing Documents.

5.1.3 Rental Provisions. Any lease or rental of a Lot shall be in writing and the written agreement shall expressly provide: (a) it is subject to all provisions of the Governing Documents; (b) the lessees of the Lot shall comply with all provisions of the Governing Documents; (c) any violation of any such provisions of the Governing Documents shall constitute a breach and default of the terms of such lease; and (d) no lessee may sublet or assign their lease. The lease or rental agreement shall also contain any other terms, which may be required by the Association's rules and regulations.

5.1.4 Notices. Each Owner shall notify the Association of the names of any Tenants, as well as the length of the lease with those Tenants, prior to the initiation of the rental.

5.1.5 Responsibility for Violations. Each Owner leasing or renting a Lot shall be strictly responsible and liable to the Association for the actions of their tenants or lessees within the Development and for each tenant's and lessee's compliance with the provisions of the Governing Documents. The failure of any tenant or lessee to comply with the terms of the Governing Documents shall constitute a default under their lease or rental agreement and shall entitle the Owner, or the Association at the Owner's sole cost and expense, to terminate the tenancy.

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

5.1.7 Rules and Regulations. The Board shall have the authority to adopt rules to further define and enforce the restrictions contained within this Article.

5.2 Rental Restrictions. No more than twenty-five percent (25%) of Lots shall, at any time, be leased, rented, or otherwise occupied by anyone other than an Owner, members of their household, or guests. This rental restriction shall allow no more than twenty (20) of the eighty-one (81) Lots in the Development to be leased or rented.

5.2.1 Legacy Owners. The restriction on the number of Lots, which may be leased or rented, as set forth in this Section shall apply prospectively, as of the date this provision is recorded, to all future rentals after such date and shall apply only to Owners taking title to their property after the date this Declaration is recorded. All existing Owners, at the time this Declaration is recorded, shall not be subject to this restriction. Further, these restrictions shall thereafter apply in full to the Lot upon transfer of title to a Lot after the date this Declaration is recorded.

5.2.2 Priority of Applicants. The Association shall establish and maintain a priority list identifying the Owner's name, mailing address, Lot address, and date the written application of each Owner to lease or rent their Lot was submitted to the Association, when the twenty-five percent (25%) rental restriction limit has been reached, which shall occur when twenty (20) Lots are subject to a rental or lease agreement. If the number of leased or rented Lots is less than twenty-five percent (25%), which is less than twenty (20) Lots, the Owner whose name is at the top of the priority list will be notified in writing of their right to rent or lease their Lot, and shall be given ninety (90) days to obtain and forward to the Association a copy of a written and signed lease agreement indicating the lessee's acknowledgement they shall comply with the Governing Documents. If the Owner fails to provide the Association such agreement and required documents within ninety (90) days of the Association's notification they may rent their Lot, the Owner shall lose the right to lease or rent their Lot and the Association will notify, in writing, the next Owner on the priority list, who will then be given ninety (90) days to obtain and forward to the Association the required documents.

5.2.3 Continuation of Right to Lease. Once the Association has granted an Owner the authority to lease their Lot, the Owner has the right to continue leasing the Lot to

consecutive tenants or lessees as long as: (a) the Owner and the tenants or lessees comply with the Governing Documents; and (b) the Owner provides the Association with a copy of the lease or rental agreement prior to the tenants or lessees' occupancy of the Lot. If a Lot is not occupied under a qualifying lease agreement for a period more than one hundred twenty (120) days, the Owner must re-apply for Association approval to lease the Lot and shall be placed at the bottom of the priority list.

5.2.4 List of Rented Lots. The Association shall maintain a list of all Owners who are leasing or renting their Lot. At a minimum, the list shall include the Owner's name, mailing address, Lot address, date the Association approved the Owner's application, and term of the lease or rental. The list shall also identify whether an Owner is a Legacy Owner, under this Section, and the date the owner purchased their Lot. Other than disclosing a Lot is leased, this information shall remain confidential unless otherwise directed by the Board.

5.2.5 Variations. With respect to Lots, which are subject to the rental restriction in this Section, the following shall apply:

(a) Circumstances. The Board may grant variances from the rental restriction in cases of demonstrated hardship, which circumstances may include, but are not limited to: (1) the period of probate following the death of the Owner; (2) the decision of an employer to relocate the Owner to another community; or (3) an illness or disability prevents the Owner from personally occupying the Lot. The Board may require the Owner to provide documentation or information to the Board supporting the Owner's request for a variance based on a demonstrated hardship. No waiver shall be granted to an Owner whose hardship is a result of the Owner's failure to comply with the Governing Documents.

(b) Duration. If the Board grants a variance for an Owner's demonstrated hardship, the variance shall be relatively short in duration, such as until: (1) probate proceedings are concluded; (2) the Owner has relocated to the community of their employment and has had a reasonable time to sell their Lot; or (3) the Owner has either recovered from the illness or disability, or in the alternative, has had a reasonable time to sell their Lot. Exceptions authorized by the Board shall take precedence over the order of priority established in this Section and shall be subject to such limitations, requirements, and conditions as the Board, in its discretion, deems appropriate.

ARTICLE 6 HOMEOWNERS ASSOCIATION

6.1 Management and Operation. The Association, through the Board, 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 the powers set forth in the Governing Documents together with general power to do all things 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.

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

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

6.4 Board of Directors. The affairs of the Association shall be managed by or under the direction of the Board. The number and qualifications of Directors shall be as established in the Bylaws, and the Directors shall be elected as provided in the Bylaws. The Board 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.

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

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

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

6.8 Association Property. The Board shall have the power to sell, transfer, lease, or otherwise dispose of the Association's property, provided the Board shall not, sell, transfer, or otherwise dispose of real property owned by the Association having an aggregate value more than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year without the approval of at least a Simple Majority.

6.9 Transfer of Common Area to Public Agency or Utility. The Board shall have the power to dedicate or transfer ownership of all or any part of the Common Area to a public agency, authority, or utility. No such dedication or transfer of ownership shall be effective unless it has been approved by Members holding at least a Simple Majority of the Total Voting Power.

6.10 Borrow Money. The Board shall have the power to borrow money in the name of the Association, provided it has been approved by Members holding at least a Simple Majority of the Total Voting Power.

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

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

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

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

ARTICLE 7 MUTUAL WATER COMPANY AND SYSTEM

7.1 Mutual Water Company. The Mutual Water Company ("Mutual Water Company") has been formed as part of the Association, for the purpose of operating the water system to serve the Development. Each Owner, by the acceptance of a deed conveying an ownership interest in the fee title of a Lot, agrees to become, and shall become, a member in the Mutual Water Company.

7.2 Mutual Water System. The Association through its Board operates a Mutual Water System, commonly referred to as the Woodridge Mutual Water Company (California water system number 4500235), to serve the Development. Every Owner agrees to be bound by the properly executed acts and decisions of the Association with respect to its Mutual Water System, including payment of assessments, fees, rates, and other charges.

7.3 Operation of Mutual Water System. The Board shall have the power to address all matters relating to the Mutual Water Company and appoint a person who is a certified "Water System Administrator," whose duties may include, but are not limited to: (a) supervising and assisting in the installation of pipelines, water connections and other works of the Association's Mutual Water System, and (b) supervising the distribution of water, and such other duties as the Board may require. The Water System Administrator shall render a report to the Board on an annual basis, or as often as requested by the Board, setting forth the result of Mutual Water System operations.

7.4 Mutual Water Company Assessments – Agreement to Pay. Every Owner agrees to pay the water system assessments, fees, rates, and other charges, including without limitation the assessments, fees, rates, and other charges adopted each year by the Board or the Water System Administrator, which are charges levied for services provided by the Mutual Water System to the Owners. The Board may establish and set procedures for billing Owners for the collection of assessments, rates, or charges. The Association shall have the power to enforce its assessments and the payment of all rates and charges assessed by the Association and shall not be required to transfer delinquent amounts on its books or to furnish water to any Owner or to any person claiming under the Owner, or to the land to which any water shares are appurtenant, unless and until all assessments, rates, and charges to which the same are related shall be paid. The Board for each levy of an assessment shall specify the amount of such assessment, rate, or charge made and levied and to whom and where payable. The Board shall set the date(s) on which the assessment, rate, or charge is delinquent, which date shall not be less than 30 days nor more than 60 days from the date on which it is payable. Assessments, rates, and charges not paid on or before the date made delinquent may be subject to a penalty in such amount as the Board may determine in its reasonable discretion in addition to the assessment. The levy of the assessment shall also set and specify any interest and costs of collection to be charged and the manner in which the same will be incurred. If the Association takes action to collect delinquent assessments, rates, or charges, the Association shall be entitled to interest, costs of collection, and reasonable attorneys' fees.

7.4.1 When an Owner has been delinquent in paying their water company account for two (2) months, or more, and such Owner has been billed for the amount due, the Mutual Water Company or Association will send a notice of delinquency to such Owner by certified mail to the Owner's mailing address on record. Such notice shall include the amount due, including the accumulated delinquent fees, the Owner's right to appeal to the Board, and shall state the restoration fee if entitlement is lost.

7.4.2 Any loss of entitlement must be done in good faith and in a fair and equitable manner. If an Owner appeals to the Board, the Board shall decide the amount due, if any.

7.4.3 Action for collection of delinquent accounts shall be taken after a reasonable time, and in addition to the amount due, the Mutual Water Company or Association shall be entitled to recover the accumulated delinquent fees, restoration of entitlement fee, and all collection costs, including reasonable attorneys' fees.

7.5 Limitation on Interests Conveyed. Any transfer of a Lot by an Owner(s), including any conveyance of the fee title interest in a Lot or any portion of such interest, by an Owner shall convey the Mutual Water Company membership appurtenant to such fee title interest or portion thereof.

7.6 Water Wells. Water wells located on Lots shall be inspected on an annual basis. The cost of water well inspections shall be the responsibility of the Owner.

ARTICLE 8 BACKFLOW PREVENTION REQUIREMENTS FOR WATER SYSTEM

8.1 Backflow Prevention Devices. Any Lot or Residence connected to the water system of the Woodridge Mutual Water Company ("WMWC") and is also connected to any alternate source of water,

shall be required to install a reduced pressure principal backflow prevention device pursuant to California Code of Regulations Title 17. This backflow device shall be listed on the California Department of Health Services list of approved devices and shall be subject to annual testing by a third-party backflow device tester, which has been certified by the California Department of Health Services. Results of the annual testing are to be submitted in writing to WMWC within ten (10) days following the testing procedure.

8.2 Compliance. Owners who do not comply, or where the device does not pass the annual required testing, shall be immediately physically disconnected from the WMWC water system, and shall revert to standby billing. No reconnection shall be allowed until the requirements stated in Section 8.1 are met and approved by WMWC's Water System Administrator and a reconnection fee in the amount set by WMWC has been paid by the Owner. Owners are responsible for all costs associated with the annual inspection of their backflow device. Well water may only be used for exterior purposes.

ARTICLE 9 ASSESSMENTS AND LIENS

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

Each Assessment levied by the Association under this Article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind their heirs, devisees, personal representatives, successors, and assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so each successive Owner of Record of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time they are Record Owner of such Lot. After an Owner transfers Record any Lot they own, they shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable 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.

9.2 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, 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 upon the foreclosure of the lien for any 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.

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

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

9.5 Annual Assessment.

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

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

9.5.3 Payment of Annual Assessments. Unless the Board shall designate otherwise, Annual Assessments shall be levied on a quarterly basis and shall be due and payable on the first day of each quarter of each year after it is assessed.

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

9.6 Special Assessments.

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

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

9.6.3 Approval of Special Assessments. Except in the case of an emergency, as defined in Civil Code sections 5600–5650, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year, except upon the affirmative vote or written consent of a majority of the Members voting on any such Special Assessment, provided a quorum is established. For the purpose 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.

9.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and their Lot if a failure by such Owner, or any person, pet, or entity for whom the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or their Lot into compliance or to reimburse the Association for damage caused to the Common Area or Improvements thereon by any Owner or their household, guest, or tenant. The Association shall also levy a Reimbursement Assessment in the event 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.

9.8 Enforcement Assessments. The Board may levy 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. Any "fine" imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment.

9.9 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 the 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 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.

9.10 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 the Association has failed to properly exercise its duties of maintenance or enforcement.

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

9.12 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment, plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure, except as prohibited by law. Except as prohibited by law, upon any delinquency in payment, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect such sums, including all Additional Charges. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive.

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

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

9.15 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Article shall have priority as of the date of Recording of the original

declaration applicable to the Development over all other liens and encumbrances applicable to the Lots. Notwithstanding the preceding, a lien for Assessments which have become due and payable prior to the sale of a Lot pursuant to a decree of foreclosure of a first mortgage, or pursuant to a power of sale contained in any such first mortgage, shall be subordinate to the lien of any first mortgage Recorded against the Lot. Such a foreclosure sale shall not relieve the Lot from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

9.16 Association Funds. All Association accounts shall be maintained in one (1) or more banks or other depositories selected by the Board, which accounts shall be clearly designated as belonging to the Association. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be used for the purposes set forth in Section 9.3.

9.17 Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, 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.

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

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

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

9.18.3 All Common Areas.

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

ARTICLE 10 DESTRUCTION

10.1 Destruction of Structures on Lot. No building that has been partially, or totally, destroyed by fire, earthquake, or other cause, shall be allowed to remain in such a state for no more than four (4)

months from the date of such destruction. The Owner shall reconstruct or remove the destroyed building or outbuilding. If an Owner is unable to remove or reconstruct the structures due to County authorities and/or insurance inspections, beyond the four (4) month time frame, then such Owner shall inform the Board and the Design Review Committee of the delay. An appropriate timetable will then be agreed between these parties. Any reconstruction shall be subject to the construction standards in Section 4.25.

ARTICLE 11 MAINTENANCE OF PROPERTY

11.1 Association Responsibilities. The Association shall be solely responsible for all maintenance, repair, and replacement within the Common Area, Common Facilities, and Improvements thereon, including without limitation all water lines located outside the Lots.

No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter, or maintain any improvement upon, or shall create any excavation, fill, or change the natural or existing drainage of any portion of the Common Area. In addition, no person shall remove any tree, shrub, or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area without express approval of the Association.

11.2 Owner Responsibilities. Each Owner shall be responsible for the maintenance and repair of their Residence and Lot, including, without limitation: the roofs; siding; painting; glass surfaces; glass doors; windows; screens and screen doors; exterior doors; window fixtures; any hardware; concrete surfaces; Residence interior; and the plumbing, electrical, heating and air conditioning systems servicing the Lot. The Owner shall also be responsible for the maintenance of all exterior landscaping, and all utility, sewer, telephone, and water lines located on their Lot or exclusively serving their Lot. Each Owner shall clear debris from their Lot to ensure fire safety and resistance.

11.3 Owner Failure to Maintain. The Board has the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner, is necessary to preserve the appearance, value, or safety of the property comprising the Development, or any portion thereof, and may notify an Owner of the work the Board deems necessary. Subject to the authority of the Board to authorize immediate emergency repairs, in the event an Owner fails to perform such work within sixty (60) 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.

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

11.5 Association Liability. Except as specifically provided in Section 11.1, the Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent the need for such maintenance, repair, or replacement results from the gross negligence of the Association, its employees, contractors, or agents.

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

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

ARTICLE 12 ARCHITECTURAL CONTROL

12.1 Submission of Plans and Specifications. Except for Improvements made or constructed by or on behalf of the Association, no Improvements, including, without limitation, Residences, buildings, walls, solar panels, fences, awnings, walls, landscaping, screens, doors, patio covers, or other structures of any kind which is visible from the Common Area, streets, or other Lot within the Development, may be commenced, located, erected, painted, or maintained within the Development, nor may any exterior addition to, or change, or alteration therein or alteration to the finished grade elevation, 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 Design Review Committee ("DRC") as to: (a) quality of workmanship and design; (b) harmony of external design in relation to the nature and character of the Development and the Improvements thereon; (c) location in relation to surrounding structures, topography, finished grade elevation; and (d) compliance with the provisions of the Declaration.

12.2 Establishment of Design Review Committee.

12.2.1 Except as provided in Sections 12.2.2 and 12.2.3, the Board shall appoint the DRC which shall consist of at least three (3) Members to be selected by the Board, who serve at the pleasure of the Board. The Board shall have the power, in its complete discretion and either with or without cause, to remove any member of the DRC. In the event of death, resignation, or removal of any member of the DRC, the Board shall have the full authority to designate a successor.

12.2.2 The Board may, in its discretion, elect to act as the DRC without appointing the separate committee provided for in Section 12.2.1.

12.2.3 If a duly constituted DRC is not in existence or if the Board elects to act as the DRC, the Board shall act as the DRC in accordance with the terms of this Article.

12.3 Duties. It shall be the duty of the DRC 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.

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

The DRC and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any DRC function.

12.5 Architectural Rules. The DRC may, from time to time and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards and procedures for DRC 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, the Architectural Rules shall not be in derogation of the minimum standards required by this Declaration. The Architectural Rules may also impose limits on the days and hours of construction and impose any other restrictions and regulations which the Board deems appropriate to limit the impact of construction activities on the Residents. In its discretion, and subject to the Board review and Section 12.19, the DRC may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

12.6 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 DRC or Board may require, including, without limitation, samples of proposed paints and other finish materials in such sizes and formats as the DRC or the Board may deem appropriate. In addition to any other remedies the Association may have, the Board may impose a fine against any Owner who fails to obtain the approval required by this Article prior to proceeding with any Improvement, or any alteration to an existing Improvement, for which approval is required pursuant to this Article.

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

12.8 Grant of Approval. The DRC shall grant the requested approval only if:

12.8.1 The Owner shall have complied with the provisions of Sections 12.1, 12.6, and 12.7; and

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

12.8.3 The DRC shall determine 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.

12.9 Form of Approval. All approvals and denials of requests for approval shall be in writing, except as provided in Section 12.11. The DRC may approve a request for approval subject to the Owner's consent to any modifications made by the DRC. If the Owner does not consent to the modifications, the request for approval shall be deemed denied in its entirety. Any denial of a request for approval shall include: (a) an explanation of why the request for approval was denied, and (b) a description of the procedure for Board review of the denial as set forth in this Article and any applicable Architectural Rules.

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

12.11 Board Review. This Section shall only apply if there is a duly organized DRC and shall not apply if the Board is acting in the capacity of the DRC pursuant to this Article. An Owner-applicant shall have a right to request reconsideration of the decision of the DRC to the Board, provided such request shall be presented to the Board within ten (10) days from the date of the DRC's decision. If a review is conducted: (a) it shall take place during an open meeting of the Board; (b) the Board may affirm, reverse, or modify the decision in its discretion and in accordance with the provisions of the Governing Documents; and (c) the Board shall notify the applicant in writing of the Board's decision within fifteen (15) days following the review.

12.12 Commencement. Upon receipt of approval by the DRC, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all installation, construction, reconstruction, refinishing, alterations, and excavations pursuant to such approval, commencement to occur, in all cases, within ninety (90) days from the effective date of such approval or upon such later date as the Board may in its discretion designate. If the Owner fails to comply with this Section, any prior approval 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 there has been no change in the circumstances upon which the original approval was granted.

12.13 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, as required by Shasta County ordinances or requirements, except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or their agents. If an Owner fails to comply with this Section, the Board shall proceed in accordance with the provisions of Section 12.14, as though the failure to complete the Improvements was a noncompliance with approved plans.

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

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

of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the DRC.

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

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

12.14.4 At the hearing, the Owner, the DRC, and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged noncompliance. After considering all relevant information, the Board shall determine whether there is a noncompliance, and, if so, the nature thereof. If a noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period determined at the discretion of the Board. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may: (a) remove the noncomplying Improvement or remedy the noncompliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment, and/or (b) exercise any of the enforcement rights specified in Section 13.5.

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

12.15 Non-Waiver. The approval by the DRC of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the DRC 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.

12.16 Liability. Neither the Board, the Design Review Committee, nor any member or representative thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice

suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the Development; (d) the execution and filing of an estoppel certificate pursuant to Section 12.16, whether or not the facts therein are correct, provided the DRC, the Board, or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or them; or (e) the execution and filing of a notice of noncompliance, whether or not the facts therein are correct, provided the DRC, the Board, or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or them. Without limiting the generality of the foregoing, the DRC, 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 DRC. Every purchaser, by acquiring title to a Lot or portion thereof, agrees not to bring any action or suit against the Board, the DRC, or their members or representatives seeking to recover any such damages.

12.17 Compliance with Governmental Requirements. The application to the Association, and the review and approval of any proposals, plans, or other submittals, shall not 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 Design Review Committee, or their members as to the accuracy, efficacy, or sufficiency of such proposals, plans, or other submittals.

12.18 Variances. The Design Review Committee may, with approval of the Board, grant reasonable variances in any procedures specified in this Article 12 to overcome practical difficulties, avoid unnecessary expense, or prevent unnecessary hardship, provided the following conditions are met:

12.18.1 The Design Review Committee must make a good faith written determination: (a) the requested variance does not constitute a material deviation from the overall plan and scheme of the Development or from any restriction contained in the Declaration or the proposal allows the objectives of the violated restriction to be substantially achieved despite noncompliance; (b) the variance relates to a restriction or requirement is unnecessary or burdensome under the circumstances; or (c) the variance, if granted, will not result in a material detriment or create an unreasonable nuisance, with respect to any other Lot, Common Area, or Owner in the Development.

12.18.2 After the conclusion of the hearing, the Design Review Committee shall consult with the Board to render a determination to either grant or deny the request for variance in accordance with the standards set forth in this Section.

ARTICLE 13 ENFORCEMENT

13.1 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 a 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 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.

13.2 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.

13.3 Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing the members of their household and their tenants, Contract Purchasers, contractors, and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, Governing Document violations, and damage to the Development or the Association resulting from the negligent or intentional conduct of any of them, including, but not limited to, any household pets. If a Lot is jointly owned by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

13.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facility, if any, or by abandonment of their Lot.

13.5 Rights and Remedies of the Association.

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

13.5.2 Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or their tenants, 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 right to use the recreational or community facilities, if any, on the Common Area. Except as provided in Section 13.7, 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 9.8 as well as in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board to reimburse the Association for any costs incurred relating to violation of any provisions of the Governing Documents by the members of such Owner's household and such Owner's tenants, Contract Purchasers, guests, pets, or other invitees.

13.5.3 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 9, it is hereby declared, 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 the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, household pets, or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its Officers or Board, or by any Owner or by their respective successors in interest.

13.5.4 Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of their Lot as the result of the failure by such Owner, members of such Owner's household, or their tenants, guests, invitees, or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to Article 9. 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.

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

13.7 Emergency Situations. The following shall constitute emergency situations: (a) an immediate and unreasonable threat to the safety of Residents of the Development; (b) a traffic or fire hazard; or (c) a threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct constitutes an emergency, the Association may undertake immediate corrective or disciplinary action. Hearings with respect to such corrective or disciplinary action shall be in accordance with Section 8.1.4 of the Bylaws.

13.8 Alternative Dispute Resolution. Compliance with Civil Code sections 5925–5965 and Civil Code sections 5900–5920 shall be required with respect to any dispute subject to such sections.

13.9 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.

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

13.11 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 any Member or members of their household or their tenants, Contract Purchasers, guests, invitees, or household pets have violated any provision of the Governing Documents, and whether or not legal or judicial proceedings are initiated, the prevailing party shall be entitled to recover the full amount of all costs incurred, including attorneys' fees, in responding to such a violation and/or in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, without limitation, the imposition of a Reimbursement Assessment as provided in Section 9.7.

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

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

ARTICLE 14 AMENDMENT

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

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

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

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

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

ARTICLE 15 GENERAL PROVISIONS

15.1 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.

15.2 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.

15.3 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.

15.4 Number. The singular shall include the plural and the plural the singular unless the context requires the contrary.

15.5 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.

15.6 Code References. All code references made in this Declaration shall refer to California law.

CERTIFICATE OF RESTATEMENT, AMENDMENT, AND ADOPTION

IN WITNESS WHEREOF, Members of Woodridge Mutual Water and Property Owners Corporation consisting at least a majority of the Members hereby affirm, approve, and adopt this *Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Woodridge Lake Estates Subdivision* pursuant to the requirements of Sections 6 and 24 of the First Restated Declaration.

DATED: December 15th, 2023

Woodridge Mutual Water and Property Owners Corporation,
a California nonprofit mutual benefit corporation



Neill M. Murchison, President



Cynthia McDonald, Secretary

Exhibit A

Legal Description of the Development

The land described herein is situated in the State of California, County of Shasta, unincorporated area described as follows:

Lots 1 through 80 inclusive of **Woodridge Lake Estates Subdivision**, Tract No. 1532, as per map recorded on August 15, 1979 in Book 16 Maps Page 9, Shasta County Records.

Together with the following easements:

1.) 40 foot and 60 foot wide utilities and fire exit easement per **Book 1536 Official Records Pages 7 & 9** (Through Lots 17 & 18 of Alpine Meadows Subdivision, Tract 1626, as per map recorded on November 17, 1983, Shasta County Records., and the NE ¼ Section 6, T30N, R1E, M.D.M.) described as follow:

A variable width strip of land for Fire Exit and Public Utility purposes over those portions of Sections 5 and 6, Township 30 North, Range 1 East, M.D.M. situated in the County of Shasta, State of California, being the combination of those easements granted to Woodridge Lake Estates, a limited Partnership through that grant deed from William C. and Ila E. Gover per (1536 OR 7) document # 1978-0021783 Recorded July 6, 1978, Shasta County Records, and that grant deed from Gail E. and Erma M. Truett per (1536 OR 9) document # 1978-0021785 recorded July 6, 1978, together with that dedication of a Fire Exit and Public Utility easement as shown and accepted on that map of Tract #1532, Woodridge Lake Estates Subdivision filed August 15th, 1979 in Book 16 of Maps, Page 9, Shasta County Records, being more fully described as follows:

Commencing at the North East corner of Lot 25 as shown on the above said map of Tract #1532; thence North 61°08'12" East 26.59 feet (record North 60°49' East 26.31 feet) to the centerline of a 40' wide easement, being 20 feet to each side of the following described centerline; thence along said centerline North 29°11'00" West 520.67 feet to a point on the Woodridge Lake Dam, being also on the South line of Lot 2, of Section 5, Township 30 North, Range 1 East, M.D.M., common with the North line of Lot 78 as shown on the above said map of Tract #1532, said point being South 86°57'17" East 251.33 feet from the southwest corner of said Lot 2 of said Section 5; thence continuing northerly along the centerline of that 40 foot wide utility and fire exit easement per the above said document # 1978-0021783, North 30°12'12" West 83.08 feet; thence North 46°18'17" West 140.88 feet; thence North 10°09'03" East 87.00 feet; thence North 37°10'57" West 193.52 feet to the point of transition from a 40 foot wide easement on the west line of said Section 5, and the beginning of that 60 foot wide utility and fire exit easement per the above said document # 1978-0021785, being 30 feet to each side of the following described centerline; thence North 57°22'48 West 128.07 feet; thence North 30°12'44" East 93.76 feet; thence North 13°52'44 East 145.42 feet; thence North 00°49'34" East, parallel with and 30 feet distant westerly from the East line of said Section 6, a distance of 638.96 feet to the point of termination in State Highway 44.

The side lines of said right of way to terminate at the common line of said Sections 5 and 6 (The record data of document #1978-0021785 rotated CCW 0°03'01").

(The fire access route over Woodridge Dam, through Parcel 1 of 36 P/M 41, and through NE Quarter of Section 6.)

Exhibit A

Legal Description of the Development

The land described herein is situated in the State of California, County of Shasta, unincorporated area described as follows:

Lots 1 through 80 inclusive of **Woodridge Lake Estates Subdivision**, Tract No. 1532, as per map recorded on August 15, 1979 in Book 16 Maps Page 9, Shasta County Records.

Together with the following easements:

1.) 40 foot and 60 foot wide utilities and fire exit easement per **Book 1536 Official Records Pages 7 & 9** (Through Lots 17 & 18 of Alpine Meadows Subdivision, Tract 1626, as per map recorded on November 17, 1983, Shasta County Records., and the NE ¼ Section 6, T30N, R1E, M.D.M.) described as follow:

A variable width strip of land for Fire Exit and Public Utility purposes over those portions of Sections 5 and 6, Township 30 North, Range 1 East, M.D.M. situated in the County of Shasta, State of California, being the combination of those easements granted to Woodridge Lake Estates, a limited Partnership through that grant deed from William C. and Ila E. Gover per (1536 OR 7) document # 1978-0021783 Recorded July 6, 1978, Shasta County Records, and that grant deed from Gail E. and Erma M. Truett per (1536 OR 9) document # 1978-0021785 recorded July 6, 1978, together with that dedication of a Fire Exit and Public Utility easement as shown and accepted on that map of Tract #1532, Woodridge Lake Estates Subdivision filed August 15th, 1979 in Book 16 of Maps, Page 9, Shasta County Records, being more fully described as follows:

Commencing at the North East corner of Lot 25 as shown on the above said map of Tract #1532; thence North 61°08'12" East 26.59 feet (record North 60°49' East 26.31 feet) to the centerline of a 40' wide easement, being 20 feet to each side of the following described centerline; thence along said centerline North 29°11'00" West 520.67 feet to a point on the Woodridge Lake Dam, being also on the South line of Lot 2, of Section 5, Township 30 North, Range 1 East, M.D.M., common with the North line of Lot 78 as shown on the above said map of Tract #1532, said point being South 86°57'17" East 251.33 feet from the southwest corner of said Lot 2 of said Section 5; thence continuing northerly along the centerline of that 40 foot wide utility and fire exit easement per the above said document # 1978-0021783, North 30°12'12" West 83.08 feet; thence North 46°18'17" West 140.88 feet; thence North 10°09'03" East 87.00 feet; thence North 37°10'57" West 193.52 feet to the point of transition from a 40 foot wide easement on the west line of said Section 5, and the beginning of that 60 foot wide utility and fire exit easement per the above said document # 1978-0021785, being 30 feet to each side of the following described centerline; thence North 57°22'48 West 128.07 feet; thence North 30°12'44" East 93.76 feet; thence North 13°52'44 East 145.42 feet; thence North 00°49'34" East, parallel with and 30 feet distant westerly from the East line of said Section 6, a distance of 638.96 feet to the point of termination in State Highway 44.

The side lines of said right of way to terminate at the common line of said Sections 5 and 6 (The record data of document #1978-0021785 rotated CCW 0°03'01").

(The fire access route over Woodridge Dam, through Parcel 1 of 36 P/M 41, and through NE Quarter of Section 6.)

2.) 16 foot wide utility easement per **Book 1536 Official Records Page 8**

(Through the Nly portion of Lot 9 and Lot 10 of Alpine Meadows Subdivision, Tract 1626, as per map recorded on November 17, 1983, Shasta County Records.)

3.) 60 foot wide road and utility right of way easement per **Book 1536 Official Records Page 10**

(A portion of Wilson Hill road through the NE portion Alpine Meadows Subdivision, Tract 1626, as per map recorded on November 17, 1983, Shasta County Records.)

Also:

Parcels 1 through 4 inclusive of **Parcel Map No. 99-21** for Billy D. Sutter, Jr. and Eugenia Sutter, as per map recorded on October 11, 2005 in Book 36 Parcel Maps Page 41, Shasta County Records, being also Lot 13 of **Alpine Meadows Subdivision**, Tract 1626, as per map recorded on November 17, 1983, Shasta County Records.

End of description

Prepared under the supervision of	
<i>Frank Lehmann</i>	<i>4/28/2023</i>
Frank R. Lehmann PLS 5680	date



Exhibit B

Wildlife Corridors – Applicable Lots and Wildlife Corridor Widths

Lot Numbers	Width of Wildlife Corridor <i>(Located along the Lots' rear property line)</i>
Lot 64 adjoining to 60 Lot 63 adjoining to 60 Lot 61 adjoining to 60	50 feet
Lot 51 adjoining to 52 Lot 50 adjoining to 53 Lot 49 adjoining to 54 and 55 Lot 48 adjoining to 55 and 56 Lot 47 adjoining to 56, 57, and 58 Lot 46 adjoining to 58	75 feet
Lot 38 adjoining to 42 and 43 Lot 39 adjoining to 41 Lot 11 adjoining to 9 and 10 Lot 8 adjoining to 9 and 11 Lot 7 adjoining to 11, 12, and 13 Lot 6 adjoining to 13, 14, 15, and 16 Lot 2 adjoining to the Lake Lot 3 adjoining to the Lake Lot 4 adjoining to the Lake Lot 5 adjoining to the Lake Lot 6 adjoining to the Lake Lot 21 adjoining to the Lake Lot 22 adjoining to the Lake Lot 23 adjoining to the Lake Lot 24 adjoining to the Lake Lot 25 adjoining to the Lake	100 feet
Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 44, 45, 46, 59, 65, 66, 67, 68, 69, 70, 71, and 72	100 feet

ACKNOWLEDGMENT

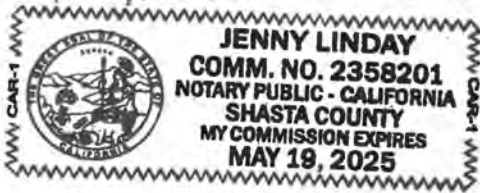
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Shasta)

On 12/15/23, before me, Jenny Linday, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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



Place Notary Seal Above

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

WITNESS my hand and official seal

Signature: _____

ACKNOWLEDGMENT

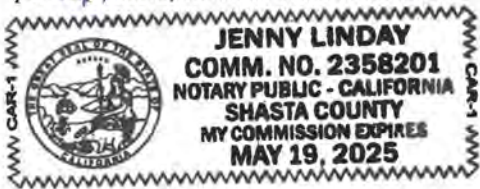
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Shasta)

On 12/15/23, before me, Jenny Linday, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: _____