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WEINTRAUB GENSHEA & SPROUL
Law Corporation
Attn: Curtis C. Sproul, Esq.
P.O. Box 15208
Sacramento, California 95851-0208

To Bill Drake

FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

AMADOR PINES, UNITS 2 AND 5

**FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMADOR PINES, UNITS 2 AND 5**

TABLE OF CONTENTS

RECITALS	1
ARTICLE I	
Definitions	2
Section 1. "Articles"	2
Section 2. "Assessment"	2
Section 3. "Association"	2
Section 4. "Association Rules"	2
Section 5. "Board of Directors" or "Board"	2
Section 6. "Bylaws"	2
Section 7. "Common Area"	2
Section 8. "Common Expense"	2
Section 9. "Common Facilities"	2
Section 10. "County"	2
Section 11. "Declarant"	2
Section 12. "Declaration"	3
Section 13. "Governing Documents"	3
Section 14. "Lot"	3
Section 15. "Majority of a Quorum"	3
Section 16. "Member"	3
Section 17. "Owner"	3
Section 18. "Owner of Record"	3
Section 19. "Properties"	3
Section 20. "Record"	3
Section 21. "Regular Assessment"	3
Section 22. "Residence"	3
Section 23. "Single Family Residential Use"	3
Section 24. "Special Assessment"	3
Section 25. "Special Individual Assessment"	3
Section 26. "Subdivision Map"	3
Section 27. "Voting Power"	4
ARTICLE II	
Property Rights and Obligations of Owners	4
Section 1. Owners' Nonexclusive Easements over the Common Area	4
Section 2. Persons Subject to Governing Documents	4
Section 3. Delegation of Use	4
Section 4. Obligations of Owners	5
ARTICLE III	
Landowners Association	6
Section 1. Association Membership	6
Section 2. One Class of Membership	6
Section 3. Voting Rights of Members	6

Section 4.	Assessments	7
Section 5.	Transfer of Memberships	7
Section 6.	Powers and Authority of the Association	7
Section 7.	Association Rules	8
Section 8.	Breach of Rules or Restrictions	9
Section 9.	Limitation on Liability of the Association's Directors and Officers; Indemnification	9
ARTICLE IV	Assessments	10
Section 1.	Assessments Generally	10
Section 2.	Regular Assessments	11
Section 3.	Special Assessments	12
Section 4.	Special Individual Assessments	13
Section 5.	Assessments to Address Emergency Situations	14
Section 6.	Purpose and Reasonableness of Assessments	14
Section 7.	Exemption of Certain of the Properties From Assessments	15
Section 8.	Notice and Procedure for Member Approval Pursuant to Sections 2 and 3	15
Section 9.	Maintenance of Assessment Funds	15
Section 10.	Collection of Assessments; Enforcement of Liens	16
Section 11.	Transfer of Lot by Sale or Foreclosure	17
Section 12.	Priorities	18
Section 13.	Unallocated Taxes	18
ARTICLE V	Association and Owner Maintenance Responsibilities	18
Section 1.	Common Area	18
Section 2.	Owner Maintenance Responsibility	18
Section 3.	Association Recovery of Costs of Certain Repairs and Maintenance	18
Section 4.	Cooperative Maintenance Obligations	19
ARTICLE VI	Use of Properties and Restrictions	19
Section 1.	Residential Use	19
Section 2.	Common Area	19
Section 3.	Signs	19
Section 4.	Care of Properties	19
Section 5.	Nuisances	19
Section 6.	No Dumping	20
Section 7.	No Further Subdivision of Lots	20
Section 8.	Variances	20
Section 9.	Enforcement of Property Use Restrictions	20
ARTICLE VII	Easements	20
Section 1.	Road Easements	20
Section 2.	Maintenance Easements	20
Section 3.	Other Easements	20
ARTICLE VIII	Insurance	21
Section 1.	Types of Insurance Coverage	21
Section 2.	Coverage Not Available	22
Section 3.	Copies of Policies	22

Section 4.	Trustee	22
Section 5.	Adjustment of Losses	22
Section 6.	Insurance on Lots and Residences	22
ARTICLE IX	Damage or Destruction	22
Section 1.	Common Facilities; Bids and Determination of Available Insurance Proceeds	22
Section 2.	Common Facilities; Sufficient Insurance Proceeds	22
Section 3.	Common Facilities; Insurance Proceeds Insufficient in an Amount Exceeding \$5,000	22
ARTICLE X	Condemnation	23
ARTICLE XI	Breach and Default	23
Section 1.	Remedy at Law Inadequate	23
Section 2.	Nuisance	23
Section 3.	Costs and Attorneys' Fees	23
Section 4.	Cumulative Remedies	23
Section 5.	Failure Not a Waiver	24
Section 6.	Rights and Remedies of the Association	24
Section 7.	Court Actions	25
ARTICLE XII	Notices	25
Section 1.	Mailing Addresses	25
Section 2.	Personal Service Upon Co-Owners and Others	26
Section 3.	Deposit in United States Mails	26
ARTICLE XIII	No Public Rights in the Properties	26
Section 1.	Amendment in General	26
Section 2.	Effective Date of Amendment	26
Section 3.	Reliance on Amendments	26
ARTICLE XV	General Provisions	26
Section 1.	Term	26
Section 2.	Construction	27

**FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMADOR PINES, UNITS 2 AND 5**

Those certain Declarations of Restrictions, Conditions and Covenants, and Supplemental Declarations of Restrictions, Conditions and Covenants, recorded in the Official Records of Amador County on the dates and at the Book and Page numbers set forth in Exhibit "A" (collectively, the "Original Declarations") are hereby amended, consolidated and restated in their entirety to read as follows:

RECITALS

A. Amador Pines, Inc., a California corporation (the "Declarant") was the original owner of that certain real property ("Properties") located in the County of Amador, State of California, which is more particularly described in Exhibit "B".

B. Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declarations referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Properties and all of which shall run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

C. It was the further intention of the Declarant to sell and convey residential Lots to the Owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the Properties as a "planned development" as that term is defined in section 1351(k) of the California Civil Code. Finally, it was the intention of Declarant that the "Common Area" and "Common Facilities" be owned (in fee or by easement) and maintained by the Association, but reserved exclusively for the use and enjoyment of the Members, their tenants, lessees, guests and invitees, all subject to the terms and conditions of the Governing Documents.

D. On February 10, 1995, the Owners of a majority of the Lots subject to the Original Declarations voted by written ballot to amend, consolidate and restate the Original Declarations, all in accordance with the procedures for amendment set forth in the Original Declarations. It was the intention of the Owners to replace the Original Declarations, in their entirety, with the Recordation of this Declaration. The Owners' action to amend and restate the Original Declarations as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declarations was achieved, is attested by the execution of this First Restated Declaration by duly authorized officers of the Association, as required by section 1355(a) of the California Civil Code. As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Articles" means the Articles of Incorporation of the Association, which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

Section 2. "Assessment" means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of article IV of this Declaration.

Section 3. "Association" means Amador Pines Landowners of Units 2 and 5, Inc., a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is an "association" as defined in section 1351(a) of the California Civil Code.

Section 4. "Association Rules" means the rules, regulations and policies adopted by the Board of Directors pursuant to article III, section 7 of this Declaration, as the same may be in effect from time to time.

Section 5. "Board of Directors" or "Board" means the Board of Directors of the Association.

Section 6. "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 7. "Common Area" means all real property owned by the Association in fee or by easement for the common use and enjoyment of the Owners. The Common Area owned in fee by the Association at the time of the Recordation of this Declaration is described in Exhibit "C", attached hereto. Unless the context clearly indicates a contrary intent, any reference herein to the "Common Area" shall also include any Common Facilities within the Common Area.

Section 8. "Common Expense" means any use of Association funds authorized by article IV hereof and article IX of the Bylaws and includes, without limitation: (a) All expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Area; (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board of Directors; (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Area, and for nonpayment of any Assessments; and (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

Section 9. "Common Facilities" means the pond, maintenance building, private roads, trees, fences, utilities, berms, pipes, lines and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area and owned by the Association.

Section 10. "County" means the County of Amador, State of California, and its various departments, divisions, employees and representatives.

Section 11. "Declarant" means the original developer of the Properties, namely Amador Pines, Inc., a corporation.

Section 12. "Declaration" means this instrument, as it may be amended from time to time. The "Original Declarations" means and refers to the documents referenced in Exhibit "A" attached to this Declaration together with all amendments, supplemental declarations and annexations thereto adopted prior to adoption of this Declaration.

Section 13. "Governing Documents" is a collective term that means and refers to this Declaration and to the Articles, the Bylaws and the Association Rules.

Section 14. "Lot" means any parcel of real property designated by a number on any Subdivision Map recorded within the Properties, excluding the Common Area.

Section 15. "Majority of a Quorum" means the vote of a majority of the votes cast at a meeting or by written ballot when the number of Members attending the meeting or casting written ballots equals or exceeds the minimum quorum requirement for Member action, as specified in the Bylaws or by statute.

Section 16. "Member" means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to article XI, section 6 hereof.

Section 17. "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot.

Section 18. "Owner of Record" includes an Owner and means any person, firm, corporation or other entity in which title to a Lot is vested as shown by the Official Records of the Office of the County Recorder.

Section 19. "Properties" means all parcels of real property (Common Area and Lots) described in Exhibit "B".

Section 20. "Record" means, with respect to any document, the recordation or filing of such document in the Office of the Amador County Recorder.

Section 21. "Regular Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with article IV, section 2, hereof.

Section 22. "Residence" means a private, single-family dwelling constructed on a Lot.

Section 23. "Single Family Residential Use" means occupancy and use of a Lot which is zoned R-1 for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy single family residential dwellings.

Section 24. "Special Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with article IV, section 3 hereof.

Section 25. "Special Individual Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with article IV, section 4 hereof.

Section 26. "Subdivision Map" means the map for any portion of the Properties.

Section 27. "Voting Power" means those Members who are eligible to vote for the election of directors or with respect to any other matter, issue or proposal properly presented to the Members for approval at the time any determination of voting power is made.

ARTICLE II

Property Rights and Obligations of Owners

Section 1. Owners' Nonexclusive Easements over the Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area within the Properties, including ingress and egress to and from his or her Lot if such Lot is adjacent to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to designate and control the use of Common Facilities.
- (b) The right of the Association to adopt Association Rules as provided in article III, section 7 hereof, regulating the use and enjoyment of the Common Area parcel and roads for the benefit and well-being of the Owners in common, and, in the event of the breach of such rules or any provision of any Governing Document by any Owner or tenant, to initiate disciplinary action against the violating Owner or tenant in accordance with article XI, section 6 of this Declaration. Such action may include, without limitation, the levying of fines and/or the temporary suspension of the voting rights by any Owner.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area within the Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such dedication or transfer shall be effective unless an instrument, approved by at least two-thirds of the voting power of the Members, and their first Mortgagees consenting to such dedication or transfer has been Recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any Lot. The instrument approving the dedication may be executed in counterparts so long as each counterpart is in recordable form.
- (e) All easements affecting the Common Area which are described in article VII, below.

Section 2. Persons Subject to Governing Documents. All present and future Owners, tenants and occupants of Lots within the Properties shall be subject to, and shall comply with, each and every provision of the Governing Documents, as the same or any of them shall be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons (i.e. Owners, tenants, invitees, etc.). The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the occupancy of any Lot shall constitute the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of this Declaration, as the same or any of them may be amended from time to time, shall be binding upon him or her and that he or she will observe and comply with the Governing Documents.

Section 3. Delegation of Use.

- (a) Delegation of Use and Leasing of Residences. Any Owner may delegate his or her rights to use and enjoy the Common Area to his or her family members, tenants, lessees or contract purchasers who reside in the Residence; provided, however, that any rental or lease may only be to a single family for Single Family Residential Use. Furthermore, any rental or lease of a Residence shall be subject to

the provisions of the Governing Documents all of which shall be deemed incorporated by reference in the lease or rental agreement. It shall be the obligation of each Owner-lessor to advise any tenant or lessee of the restrictions imposed on the use and enjoyment of lots, parcels and the Common Area within Amador Pines imposed by this Declaration and the Association Rules. Each Owner-lessor shall be responsible for compliance by the tenant or lessee with all of the provisions of the Governing Documents during the tenant's/lessee's occupancy and use of the Residence.

(b) Discipline of Lessees. Subject to subparagraph (c) below, in the event that any tenant or lessee fails to honor the provisions of any Governing Document, the Association shall be entitled to take such corrective action against the Owner-lessor and/or the tenant/lessee as it deems necessary or appropriate under the circumstances.

(c) Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Properties or to preserve the rights of quiet enjoyment of other Owners, the Association shall have no right to initiate disciplinary action against an Owner-lessor (or the Owner's lessee or tenant) on account of the misconduct of the Owner's lessee or tenant unless and until the following conditions have been satisfied: (i) the Owner has received written notice from the Board, the Association's property manager or an authorized committee of the Board detailing the nature of the lessee's/tenant's alleged infraction or misconduct and advising the Owner of his or her right to a hearing on the matter in the event the Owner believes that remedial or disciplinary action is unwarranted or unnecessary; (ii) the Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, if one is requested by the Owner; and (iii) the Owner has failed to prevent or correct the tenant's objectionable actions or misconduct. Any hearing requested hereunder shall be conducted in accordance with article XI, section 6 hereof.

Section 4. Obligations of Owners. Owners of Lots within the Properties shall be subject to the following:

(a) Notification Regarding Governing Documents.

(i) As more particularly provided in section 1368 of the California Civil Code, as soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Lot, the Owner thereof must give the prospective purchaser:

(A) A copy of the Governing Documents;

(B) The Association's most recent financial statement;

(C) A true statement in writing from an authorized representative of the Association as to: (1) the amount of any delinquent Assessments, together with information relating to late charges, attorneys' fees, interest, and costs of collection which, as of the date the statement is issued, are or may become a lien on the Lot being sold; and (2) the amount of the Association's current Regular and Special Assessments and fees; and

(D) Any change in the Association's current Regular and Special Assessments and fees which have been approved by the Board but have not become due and payable as of the date the information is provided.

(ii) Within 10 days of the mailing or delivery of a request for the information described in subparagraph (a)(i), above, the Association shall provide the Owner with copies of the

requested items. The Association shall be entitled to impose a fee for providing the requested items equal to (but not more than) the reasonable cost of preparing and reproducing the requested items.

(b) Payment of Assessments and Compliance With Rules. Each Owner shall pay, when due, each Regular, Special and Special Individual Assessment levied against the Owner and his or her Lot and shall observe, comply with and abide by any and all rules and regulations set forth in, or promulgated by the Association pursuant to, any Governing Document for the purpose of protecting the interests of all Owners or protecting the Common Area.

(c) Discharge of Assessment Liens. Each Owner shall promptly discharge any Assessment lien that may hereafter become a charge against his or her Lot.

(d) Joint Ownership of Lots. In the event of joint ownership of any Lot, the obligations and liabilities of the multiple Owners under the Governing Documents shall be joint and several. Without limiting the foregoing, this subparagraph (d) shall apply to all obligations, duties and responsibilities of Owners as set forth in this Declaration, including, without limitation, the payment of all Assessments.

(e) Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area, abandonment of the Owner's Lot or otherwise may avoid the burdens and obligations imposed on such Owner by the Governing Documents, including, without limitation, the payment of Assessments levied against the Owner and his or her Lot pursuant to article IV of this Declaration.

(f) Termination of Obligations. Upon the conveyance, sale, assignment or other transfer of a Lot to a new Owner, the transferor-Owner shall not be liable for any Assessments levied with respect to such Lot which become due after the date of Recording of the deed evidencing the transfer and, upon such Recording, all Association membership rights possessed by the transferor by virtue of the ownership of the Lot shall automatically cease.

ARTICLE III

Landowners Association

Section 1. Association Membership. Every Owner shall be a Member of the Association. Each Owner shall hold one membership in the Association for each Lot owned and the membership shall be appurtenant to such Lot. Sole or joint ownership of a Lot shall be the sole qualification for membership in the Association. Each Owner shall remain a Member until his or her ownership in all Lots in the Properties ceases, at which time his or her membership in the Association shall automatically cease. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Lot through foreclosure or deed in lieu thereof.

Section 2. One Class of Membership. The Association shall have one class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents.

Section 3. Voting Rights of Members. Each Member shall be entitled to one vote for each Lot owned by that Member. When more than one person holds an interest in any Lot, all such persons shall be Members, although in no event shall more than one vote be cast with respect to any Lot. Voting rights may be temporarily suspended under those circumstances described in article XI, section 6 hereof.

Section 4. Assessments. The Association shall have the power to establish, fix and levy Assessments against the Owners of Lots within the Properties and to enforce payment of such Assessments in accordance with article IV of this Declaration. Any Assessments levied by the Association against its Members shall be levied in accordance with and pursuant to the provisions of this Declaration.

Section 5. Transfer of Memberships. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale of the Lot to which it is appurtenant and then, only to the purchaser. In the case of a sale, the membership appurtenant to the transferred Lot shall pass automatically to the purchaser upon Recording of a deed evidencing the transfer of title. In the case of an encumbrance of such Lot, a Mortgagee does not have membership rights until he or she becomes an Owner by foreclosure or deed in lieu thereof. Tenants who are delegated rights of use pursuant to article II, section 3 hereof do not thereby become Members, although the tenant and his or her family and guests shall, at all times, be subject to the provisions of all Governing Documents. Any attempt to make a prohibited transfer is void. If any Owner fails or refuses to transfer the membership registered in his or her name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon any other membership outstanding in the name of the seller shall be null and void. The Owners shall have the responsibility for informing the Association of their ownership in writing.

Section 6. Powers and Authority of the Association.

(a) **Powers, Generally.** The Association shall have the responsibility of owning, managing and maintaining the Common Area and discharging the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a nonprofit mutual benefit corporation organized under the laws of the State of California in the ownership and management of its properties and the discharge of its responsibilities hereunder for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association and its Board of Directors shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon shall be as set forth in article IX of the Bylaws.

(b) **Association's Right of Entry.**

(i) **Right of Entry, Generally.** Without limiting the generality of the foregoing enumeration of corporation powers, the Association is hereby authorized and empowered directly or through its agents to enter any Lot when necessary to perform the Association's obligations under this Declaration, including: (i) obligations to enforce the land use restrictions of article VI hereof; (ii) any obligations with respect to construction, maintenance and repair of adjacent Common Facilities; or (iii) to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, Association property or the Owners in common.

(ii) **Limitations on Exercise of Right.** The Association's right of entry pursuant to this subparagraph (b) shall be subject to the following:

(A) The right of entry may be exercised immediately and without prior notice to the Owner or resident in case of an emergency originating in or threatening the Lot where entry is required or any adjoining Lots or Common Area. The Association's work may be performed under such circumstances whether or not the Owner or his or her lessee is present.

(B) In all non-emergency situations involving routine repair and/or maintenance activities, the Association, or its agents, shall furnish the Owner or his or her lessee with at least 24 hours prior written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry, and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing on the Lot.

(C) In all non-emergency situations involving access by the Association for purposes of enforcing the Governing Documents against an Owner in default, the Association's entry shall be subject to observance of the notice and hearing requirements imposed in article XI, section 6, below.

(D) In no event shall the Association's right of entry hereunder be construed to permit the Association or its agents to enter any Residence without the Owner's or resident's express prior permission.

Section 7. Association Rules.

(a) Rule Making Power. The Board may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations of general application to the Owners ("Association Rules"). The Association Rules may concern, but need not be limited to: (i) matters pertaining to the maintenance, repair, management and use of the Common Area by Owners, their tenants, guests and invitees, or any other person(s) who have rights of use and enjoyment of such Common Area; (ii) the conduct of disciplinary proceedings in accordance with article XI, section 6 hereof; (iii) regulation of all matters subject to regulation and restriction under article VI, hereof; (iv) any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents.

Notwithstanding the foregoing grant of authority, the Association Rules shall not be inconsistent with or materially alter any provision of the other Governing Documents or the rights, preferences and privileges of Members thereunder. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents, the conflicting provisions contained in the other Governing Documents shall be deemed to prevail.

(b) Distribution of Rules. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. A copy of the Association Rules shall also be available and open for inspection upon written request to the Board.

(c) Adoption and Amendment of Rules. Association Rules may be adopted or amended from time to time by majority vote of the Board, provided, however, that no Association Rule or amendment thereto shall be adopted by the Board until at least 30 days after the proposed rule or rule amendment has been: (i) communicated to the Owners in writing; and (ii) posted on bulletin boards at various locations throughout the development. The notice describing the proposed rule or amendment shall also set forth the date, time and location of the Board meeting at which action on the proposal is scheduled to be taken.

Any duly adopted rule or amendment to the Association Rules shall become effective immediately following the date of adoption thereof by the Board, or at such later date as the Board may deem appropriate. Any duly adopted rule or rule amendment shall be distributed to the Owners by mail.

Section 8. Breach of Rules or Restrictions. Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth in article XI hereof.

Section 9. Limitation on Liability of the Association's Directors and Officers; Indemnification.

(a) **Claims Regarding Breach of Duty.** No director or officer of the Association (collectively and individually referred to as the "Released Party") shall be personally liable to any of the Members, or to any other person, for any error or omission in the discharge of his or her duties and responsibilities or for his or her failure to provide any service required under the Governing Documents; provided that such Released Party has, upon the basis of such information as he or she possessed, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Without limiting the generality of the foregoing, this standard of care and limitation of liability shall extend to such matters as the establishment of the Association's annual financial budget, the funding of Association capital replacement and reserve accounts, repair and maintenance of the Common Area and enforcement of the Governing Documents.

(b) **Other Claims Involving Tortious Acts and Property Damage.** No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) as a result of the tortious act or omission of a volunteer member of the Board or volunteer officer of the Association shall recover damages from such Board member or officer if the following conditions are satisfied:

(i) The Board member or officer resides within the Properties as a tenant or is an Owner of no more than two Lots;

(ii) The act or omission was performed within the scope of the volunteer Board member's or officer's Association duties;

(iii) The act or omission was performed in good faith;

(iv) The act or omission was not willful, wanton, or grossly negligent;

(v) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim is made general liability insurance in at least the amount of One Million Dollars (\$1,000,000).

The payment of actual expenses incurred by a Board member or officer in the execution of such Person's Association duties shall not affect such Person's status as a volunteer Board member or officer for the purposes of this section. A Board member or officer who at the time of the act or omission received either direct or indirect compensation as an employee from a financial institution that purchased a Residence at a judicial or non-judicial foreclosure of a Mortgage is not a volunteer for purposes of this section. The provisions of this subparagraph (b) are intended to reflect the protections accorded to volunteer directors and officers of community associations pursuant to California Civil Code section 1365.7. In the event said Civil Code section is amended or superseded by another, similar

provision of the California statutes, this subparagraph (b) shall be deemed amended to correspond to the amended or successor code provision.

(c) Indemnification. The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any officer, director, or committee member of the Association ("Indemnified Person") as a result of any action or threatened action against such Indemnified Person to impose liability on such Indemnified Person for acts or omissions which he or she reasonably believed to be within the scope of his or her Association duties, provided that:

(i) The Board determines that such Indemnified Person acted in good faith and in a manner such Indemnified Person reasonably believed to be in the best interests of the Association;

(ii) In the case of a criminal proceeding, the Board determines that such Indemnified Person had no reasonable cause to believe his conduct was unlawful, and

(iii) In the case of an action or threatened action by or in the right of the Association, the Board determines that such Indemnified Person acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Any determination of the Board to authorize indemnification under this section must be approved by a majority vote of a quorum consisting of directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, a Majority of a Quorum of the Members may authorize indemnification of an Indemnified Person or Persons provided that the Indemnified Person(s) to be indemnified shall not be entitled to vote.

Payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This section shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by the California Corporations Code.

The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any Person entitled to such indemnification.

ARTICLE IV **Assessments**

Section 1. Assessments Generally.

(a) Covenant to Pay Assessments. Each Owner of one or more Lots, by acceptance of a deed or other conveyance therefor (whether or not it shall be so expressed in such deed or conveyance), covenants and agrees to pay to the Association: (i) Regular Assessments; (ii) Special Assessments; and (iii) Special Individual Assessments. Each such Assessment shall be established and collected as hereinafter provided.

(b) Extent of Owner's Personal Obligation for Assessments. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a debt and a personal obligation of the Person who was the Owner of the Lot at the time the Assessment was levied. Each Owner who acquires title to a Lot (whether at judicial sale, trustee's sale or otherwise) shall be personally liable only for Assessments attributable to the Lot which become due and payable after the date of such sale, and shall not be personally liable for delinquent Assessments

of prior Owners unless the new Owner expressly assumes the personal liability. Any unpaid Assessment of a previous Owner shall remain the debt of such previous Owner against whom assessed.

(c) Creation of Assessment Lien. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Any lien for unpaid Assessments created pursuant to the provisions of this article may be subject to foreclosure as provided in section 10(b) hereof.

(d) No Avoidance of Assessment Obligations. No Owner may exempt himself/herself from personal liability for Assessments duly levied by the Association, nor release the Lot or other property owned by him/her from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or any facilities thereon or by abandonment or non-use of his/her Lot or any other portion of the Properties.

(e) Merger of Lots. Any Owner who merges or combines two or more Lots shall remain responsible for paying Assessments on each Lot as if no merger had occurred.

Section 2. Regular Assessments.

(a) Preparation of Annual Budget; Establishment of Regular Assessments. Not less than 45 days nor more than 60 days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the Common Facilities) by preparing and distributing to all Members a budget satisfying the requirements of article XII, section 5 of the Bylaws. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this section, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the Members' approval in accordance with section 8, below.

(b) Application and Use of Assessment Proceeds. The Assessment funds collected by the Association in accordance with this article shall be expended for the following purposes:

(i) The principal use of the Assessment proceeds shall be to maintain and improve the private roads, equipment and the Common Area established and maintained within the Properties;

(ii) Any remaining funds shall be used to defray the expense of any proceedings required by the Association to enforce the terms of this Declaration or the other Governing Documents of the Association, including, without limitation, the collection of delinquent assessments.

(iii) In no event is the Association authorized to use Assessments to provide access to Lots which are landlocked as of the date this Declaration is Recorded.

(c) Establishment of Regular Assessment by Board/Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than Assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year; provided, however, that, except as provided in section 5 of this article, the Board of Directors may not impose a Regular Assessment that is more than 20 percent greater than the Regular Assessment for the Association's immediately preceding fiscal year without the Members' prior approval in accordance with section 8, below.

(d) Allocation of Regular Assessment. The total estimated Common Expenses, determined in accordance with subparagraph (a), shall be allocated among, assessed against, and charged to each Owner according to the ratio of the number of Lots within the Properties owned by the assessed Owner to the total number of Lots subject to Assessments so that each Lot bears an equal share of the total Regular Assessment.

(e) Assessment Roll. That portion of the estimated Common Expenses assessed against and charged to each Owner shall be set forth and recorded in an Assessment roll which shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each Owner or his or her authorized representative for any purpose reasonably related to the Owner's interest as a property Owner or as a Member. The Assessment roll (which may be maintained in the form of a computer printout) shall show, for each Lot, the name and address of the Owner of Record, all Regular, Special and Special Individual Assessments levied against each Owner and his or her Lot, and the amount of such Assessments which have been paid or remain unpaid. The delinquency statement required by article II, section 4(a) hereof shall be conclusive upon the Association and the Owner of such Lot as to the amount of such indebtedness appearing on the Association's Assessment roll as of the date of such statement, in favor of all persons who rely thereon in good faith.

(f) Mailing Notice of Assessment. Within the time requirements specified in subparagraph (a), above, the Board of Directors shall mail to each Owner, at the street address of the Owner's Lot, or at such other address as the Owner may from time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year.

(g) Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to section 3(a)(i) of this article for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment shall be payable on the regular payment dates established by the Board.

(h) Payment of Assessment. The total Regular Assessment levied against each Owner and his or her Lot shall be all due and payable to the Association on or before July 1 of each year.

Section 3. Special Assessments.

(a) Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth in subparagraph (b) below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots for the following purposes:

(i) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for that fiscal year, then, except as prohibited by section 2(a) of this article, the Board of Directors shall levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(ii) Capital Improvements. The Board may also levy Special Assessments for road repairs or additional capital Improvements within the Common Area (i.e., Improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Facilities). The Special Assessment power conferred hereunder is not intended to diminish the

Board's obligation to plan and budget for normal maintenance, and replacement repair of the Common Area or existing Common Facilities through Regular Assessments (including the funding of reasonable reserves) and to maintain adequate insurance on the Common Area and existing Common Facilities in accordance with article VIII hereof.

(b) Special Assessments Requiring Membership Approval. The following Special Assessments require prior membership approval in accordance with section 8, below: (i) any Special Assessments which, in the aggregate, exceed 5 percent of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied; and (ii) any Special Assessments imposed pursuant to subparagraph (a)(i) of this section when the Board has failed to distribute a budget to the Members within the time specified in section 2(a) of this article. The foregoing Member approval requirements shall not apply, however, to any Special Assessment imposed to address any "emergency situation" as defined in section 5 of this article.

(c) Allocation and Payment of Special Assessments. When levied by the Board or approved by the Members as provided above, the Special Assessment shall be divided among, assessed against and charged to each Owner and his or her Lot in the same manner prescribed for the allocation of Regular Assessments pursuant to subparagraph 2(d) above. The Special Assessment so levied shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to each Owner.

Special Assessments for purposes described in subparagraph (a)(i) of this section shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable to the Association in equal monthly installments during the remainder of the then current fiscal year. Special Assessments for purposes described in subparagraph (a)(ii) shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable in full to the Association within 30 days after the mailing of such notice or within such extended period as the Board shall determine to be appropriate under the circumstances giving rise to the Special Assessment.

Section 4. Special Individual Assessments.

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with section 3, above, the Board of Directors may impose Special Individual Assessments against an Owner in any of the circumstances described in subparagraphs (i) through (iii) below; provided, however, that no Special Individual Assessments may be imposed against an Owner pursuant to this section until the Owner has been afforded the notice and hearing rights to which the Owner is entitled pursuant to article XI, section 6 hereof, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Special Individual Assessments include the following:

(i) Damage to Common Area. In the event that any damage to, or destruction of, any portion of the Common Area is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her tenants, guests, servants, employees, licensees or invitees, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(ii) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses to: (A) accomplish the payment of delinquent Assessments, (B) perform any repair, maintenance or replacement to any portion of the Properties that the Owner is

responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion or (C) otherwise bring the Owner and/or his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys fees) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(iii) Required Maintenance on Lots. If any Lot is maintained so as to become a nuisance, fire or safety hazard for any reason, the Association shall have the right to enter the Lot, correct the condition and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner. Any entry on the property of any Owner by the Association shall be effected in accordance with article III, section 6(b) hereof.

(b) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in subparagraph (a) of this section, such Special Individual Assessment shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to the affected Owner. The Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the Assessment.

Section 5. Assessments to Address Emergency Situations. The requirement of a membership vote to approve (a) Regular Assessment increases in excess of 20 percent of the previous year's Regular Assessment, or (b) Special Assessments which, in the aggregate, exceed 5 percent of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied, shall not apply to Assessments which are necessary to address emergency situations. For purposes of this section, an emergency situation is any of the following:

- (i) An extraordinary expense required by an order of a court.
- (ii) An extraordinary expense necessary to repair or maintain the Common Area where a threat to personal safety is discovered.
- (iii) An extraordinary expense necessary to repair or maintain the Common Area that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to section 2(a) of this article; provided, however, that prior to the imposition or collection of an assessment under this subparagraph (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board's resolution shall be distributed to the Members together with the notice of assessment.

Section 6. Purpose and Reasonableness of Assessments. Each Assessment made in accordance with the provisions of this Declaration is hereby declared and agreed to be for use exclusively: (a) to promote the recreation, health, safety and welfare of individuals residing within the Properties; (b) to promote the enjoyment and use of the Properties by the Owners and their families, tenants, invitees, licensees, guests and employees; and (c) to provide for the repair, maintenance, replacement and protection of the Common Area. Each and every Assessment levied hereunder is further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct and personal obligation (with respect to which a separate lien may be created hereby) of the Owner of the Lot against which the Assessment is imposed that shall be binding on the Owner's heirs, successors and assigns; provided,

however, that the personal obligation of each Owner for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 7. Exemption of Certain of the Properties From Assessments. The following real property subject to this Declaration shall, unless devoted to the use as a residential dwelling, be exempt from the Assessments and the lien thereof provided herein:

- (a) The Common Area; and
- (b) Any Lot owned by the Association.

Section 8. Notice and Procedure for Member Approval Pursuant to Sections 2 and 3. If Member approval is required in connection with any increase or imposition of Assessments pursuant to sections 2 and 3 of this article, the affirmative vote required to approve the increase shall be a Majority of a Quorum of the Members. The quorum required for such membership action shall be a majority of the Members.

Section 9. Maintenance of Assessment Funds.

(a) **Bank Accounts.** All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more insured checking, savings or money market accounts in a bank or savings and loan association selected by the Board of Directors. In addition, the Board shall be entitled to make prudent investment of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees. The Board and such officers or agents of the Association as the Board shall designate shall have exclusive control of the account(s) and investments and shall be responsible to the Owners for the maintenance at all times of accurate records thereof. The withdrawal of funds from Association accounts shall be subject to the minimum signature requirements imposed by California Civil Code section 1365.5 and article XII, section 2 of the Bylaws.

To preclude a multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one or more accounts and need not be deposited in separate accounts so long as the separate accounting records described herein are maintained. Any interest received on such deposits shall be credited proportionately to the balances of the various Assessment fund accounts maintained on the books of the Association as provided in subparagraph (b), below.

(b) **Separate Accounts; Commingling of Funds.** Except as provided below, the proceeds of each Assessment shall be used only for the purpose for which such Assessment was made, and such funds shall be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of any Special Assessment exceed the requirement of which such Assessment was levied, such surplus may, in the Board's discretion, be: (i) returned proportionately to the contributors thereof; (ii) reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, underfunded; or (iii) credited proportionately on account of the Owners' future Regular Assessment obligations.

For purposes of accounting, but without requiring any physical segregation of assets, the Association shall keep a separate account of all funds received by it in payment of each Assessment and of all disbursements made therefrom; provided, however, that receipts and disbursements of Special

Assessments made pursuant to section 3(a)(i) of this article shall be accounted for together with the receipts and disbursements of Regular Assessments, and separate liability accounts shall be maintained for each capital Improvement for which reserve funds for replacement are allocated.

Unless the Association is exempt from federal or state taxes, all sums allocated to capital replacement funds shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board that will prevent such funds from being taxed as income of the Association.

Section 10. Collection of Assessments; Enforcement of Liens.

(a) Delinquent Assessments. If any installment payment of a Regular Assessment or lump sum or installment payment of any Special Assessment or Special Individual Assessment assessed to any Owner is not paid within 15 days after the same becomes due, such payment shall be delinquent and the amount thereof may, at the Board's election, bear interest at the maximum rate allowed by law commencing 30 days after the due date until the same is paid. In addition to the accrual of interest, the Board of Directors is authorized and empowered to promulgate a schedule of reasonable late charges for any delinquent Assessments, subject to the limitations imposed by California Civil Code sections 1366(c) and 1366.1 or comparable successor statutes.

(b) Effect of Nonpayment of Assessments.

(i) Creation and Imposition of a Lien for Delinquent Assessments. As more particularly provided in section 1367 of the California Civil Code or comparable successor statute, the amount of any delinquent Regular or Special, or Special Individual Assessment, together with any late charges, interest and costs (including reasonable attorneys' fees) attributable thereto or incurred in the collection thereof, shall become a lien upon the Lot of the Owner so assessed only when the Association Records a Notice of Delinquent Assessment executed by an authorized representative of the Association, setting forth: (A) the amount of the delinquent Assessment(s) and other sums duly imposed pursuant to this article and section 1366 of the California Civil Code; (B) the legal description of the Owner's Lot against which the Assessments and other sums are levied; (C) the name of the Owner of Record of such Lot; (D) the name and address of the Association; and (E) in order for the lien to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale. Upon payment in full of the sums specified in the Notice of Delinquent Assessment, the Association shall Record a further notice stating the satisfaction and release of the lien thereof.

(ii) Remedies Available to the Association to Collect Assessments. The Association may bring legal action against the Owner personally obligated to pay the delinquent Assessment, foreclose its lien against the Owner's Lot or accept a deed in lieu of foreclosure. Foreclosure by the Association of its lien may be by judicial foreclosure or by nonjudicial foreclosure by the trustee designated in the Notice of Delinquent Assessment or by a trustee substituted pursuant to California Civil Code section 2934a. Any sale of a Lot by a trustee acting pursuant to this section shall be conducted in accordance with sections 2924, 2924b and 2924c of the California Civil Code applicable to the exercise of powers of sale in mortgages or deeds of trust.

(iii) Nonjudicial Foreclosure. Nonjudicial foreclosure shall be commenced by the Association by Recording a Notice of Default, which notice shall state: (A) all amounts which have become delinquent with respect to the Owner's Lot and the costs (including attorneys' fees), penalties and interest that have accrued thereon; (B) the amount of any Assessment which is due and payable although

not delinquent; (C) a legal description of the property with respect to which the delinquent Assessment is owed; and (D) the name of the Owner of Record or reputed Owner thereof. The Notice of Default shall also state the election of the Association to sell the Lot or other property to which the amounts relate and shall otherwise conform with the requirements for a notice of default under section 2924c of the California Civil Code, or comparable successor statute.

The Association shall have the rights conferred by section 2934a of the Civil Code to assign its rights and obligations as trustee in any nonjudicial foreclosure proceedings to the same extent as a trustee designated under a deed of trust, and for purposes of section 2934a, the Association shall be deemed to be the sole beneficiary of the delinquent Assessment obligation. Furthermore, in lieu of an assignment of trusteeship, the Association shall be entitled to employ the services of a title insurance company or other responsible person authorized to serve as a trustee in nonjudicial foreclosure proceedings to act as an agent on behalf of the Association in commencing and prosecuting any nonjudicial foreclosure hereunder.

(iv) Actions for Money Judgment. In the event of a default in payment of any Assessment, the Association, in its name but acting for and on behalf of all other Owners, may initiate legal action, in addition to any other remedy provided herein or by law, to recover a money judgment or judgments for unpaid Assessments, costs and attorneys' fees without foreclosure or waiver of the lien securing same.

Section 11. Transfer of Lot by Sale or Foreclosure. The following rules shall govern the status of the Association's rights to enforce its Assessment collection remedies following the sale or foreclosure of a Lot:

(a) Except as provided in subparagraph (b), below, the sale or transfer of any Lot shall not affect any Assessment lien duly Recorded with respect to such Lot prior to the sale or transfer, and the Association can continue to foreclose its lien in spite of the change in ownership.

(b) The Association's Assessment lien shall be extinguished as to all delinquent sums, late charges, interest and costs of collection incurred prior to the sale or transfer of a Lot pursuant to a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not pursuant to a deed-in-lieu of foreclosure). A "prior encumbrance" means any first Mortgage or other Mortgage or lien recorded prior to the Association's Assessment lien.

(c) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall relieve the new Owner of such Lot (whether it be the former beneficiary of the first Mortgage or other prior encumbrance or a third party acquiring an interest in the Lot) from liability for any Assessments thereafter becoming due or from the lien thereof.

(d) Any Assessments, late charges, interest and associated costs of collection which are lost as a result of a sale or transfer covered by subparagraph (b), above, shall be deemed to be a Common Expense collectible from the Owners of all of the Lots, including the person who acquires the Lot and his or her successors and assigns.

(e) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall affect the Association's right to maintain an action against the foreclosed previous Owner personally to collect the delinquent Assessments, late charges, interest and associated costs of collection incurred prior to and/or in connection with the sale or transfer.

Section 12. Priorities. When a Notice of Delinquent Assessment has been Recorded, such notice shall constitute a lien on the Lot prior and superior to all other liens or encumbrances Recorded subsequent thereto, except: (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (b) the lien or charge of any first Mortgage of record (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the transfer of such property pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under such first Mortgage or other prior encumbrance.

Section 13. Unallocated Taxes. In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than being assessed to the Lots, such taxes shall be included in the Regular Assessments imposed pursuant to section 2 of this article and, if necessary, a Special Assessment may be levied against the Lots in an amount equal to such taxes to be paid in two installments, thirty days prior to the due date of each tax installment.

Section 14. 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 law of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed.

ARTICLE V

Association and Owner Maintenance Responsibilities

Section 1. Common Area. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of all portions of the Common Area. 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 or 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. The Association's maintenance obligations with respect to the private roads shall include snow removal.

Section 2. Owner Maintenance Responsibility. Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot. The Owner shall also be responsible for the maintenance of all landscaping and vegetation on his or her Lot in an attractive manner which will reduce the risk of fire hazards.

Section 3. Association Recovery of Costs of Certain Repairs and Maintenance.

(a) **Association Maintenance Necessitated by Owner Negligence.** If the need for maintenance or repair, which would otherwise be the Association's responsibility hereunder, is caused through the willful or negligent acts of an Owner, his or her family, guests, tenants, or invitees, and is not covered or paid for by insurance policies maintained by the Association or the responsible Owner, the cost of such maintenance or repairs shall be subject to recovery by the Association through the imposition of a Special Individual Assessment against the offending Owner in accordance with article IV, section 4 hereof.

(b) **Owner Defaults in Maintenance Responsibilities.** If an Owner fails to perform maintenance or repair functions for which he or she is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within 15 days after receipt thereof.

If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its rights under article III, section 6(b) to enter the Owner's Lot and perform the repair or maintenance so long as the Owner has been given notice and the opportunity for a hearing in accordance with article XI, section 6, hereof.

Section 4. Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

ARTICLE VI Use of Properties and Restrictions

In addition to the restrictions established by law or Association Rules promulgated by the Board of Directors (consistent with this Declaration), the following restrictions are hereby imposed upon the use of Lots and the Common Area within the Properties.

Section 1. Residential Use. All Lots which are zoned R-1 shall be used solely for the construction of Residences whose occupancy and use shall be restricted to Single Family Residential Use. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation.

Section 2. Common Area. The Common Area (other than roads) shall be preserved as open space and used for a work area, fire abatement and other purposes incidental and ancillary to the use of Lots. Such use shall be limited to the private use for aesthetic 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 shall be made or done except by the Association and then only in strict compliance with the provisions of this Declaration.

~~* Section 3. Signs. No signs or billboards of any kind shall be displayed on any Lot or posted within or upon any portion of the Common Area except that Owners may post on their Lots: (i) any signs required by legal proceedings; (ii) a single "For Rent," "For Lease" or "For Sale" sign of reasonable dimensions; and (iii) a "construction" sign. In addition, the Board shall have the authority to display all necessary directional, road name identification and safety/instruction signs upon or in a location necessary to serve the Common Area.~~

Section 4. Care of Properties. All Lots, whether occupied or unoccupied and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary, a hazard to health, or an undue fire hazard.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In this regard, it is hereby specifically declared that no cars or other vehicles under repair or in a nonoperative condition shall be parked or permitted to remain within the front yard of any Lot. Nor shall anything be done or placed in any private area which may become a nuisance, or cause unreasonable embarrassment, disturbance, annoyance to any other Owner in the enjoyment of his property.

* This Section 3 was deleted by written ballot by a majority of the lot owners, effective February 10, 1995, before these CC&R's were filed with the Amador County Recorder and became official.

Section 6. No Dumping. No portion of any Lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash shall be maintained in a closed sanitary container and shall be screened from view from neighboring properties. All trash containers or incinerators shall be kept in a clean and sanitary condition.

~~* **Section 7. No Further Subdivision of Lots.** No Lot or parcel shall be resubdivided for residential purposes after the initial conveyance of the Lot or parcel by the Declarant.~~

Section 8. Variances. Upon application by any Owner, the Board of Directors shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this article, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

Section 9. Enforcement of Property Use Restrictions. The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and tenants with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of any property use infraction that does not necessitate immediate corrective action under article XI, section 6 hereof, the Owner or tenant responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the noncomplying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her right to be heard on the matter.

ARTICLE VII

Easements

Section 1. Road Easements. Each Owner and the Association shall have and is hereby granted a nonexclusive easement for roadway and vehicular traffic purposes over and along the private roads within the Properties. The nonexclusive easement granted hereby to each Owner and to the Association is subject to the offer of dedication of such streets made upon the Subdivision Maps, and upon complete or partial acceptance of such offer by the County, the easement shall terminate and be of no further force or effect as to those streets or portions thereof accepted by the County.

Section 2. Maintenance Easements. An easement is hereby granted to the Association, its officers, agents, employees, and to any contractor selected by the Association to enter in or to cross over the Common Area and any Lot to perform the Association's duties of maintenance and repair of the Lots, Common Area, or Common Facilities provided, however, that any entry by the Association or its agents onto any Lot shall only be undertaken in strict compliance with article III, section 6(b). This easement includes the Association's right to keep and maintain the existing bulletin boards and cluster mailbox structures within the Properties.

Section 3. Other Easements. Each Lot and its Owner, and the Association as to the Common Area, are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Properties and each Lot and the Common Area as shown on any Subdivision Map recorded with respect to the Properties.

* This Section 7 was deleted by written ballot cast by a majority of the lot owners before these CC&R's were filed with the Amador County Recorder and became official, effective February 10, 1995.

ARTICLE VIII Insurance

Section 1. Types of Insurance Coverage. The Association shall purchase, obtain and maintain, with the premiums therefor being paid out of Common Funds, the following types of insurance, if and to the extent such insurance, with the coverages described below, is available at a reasonable premium cost:

(a) **Fire and Casualty Insurance.** A policy of fire and casualty insurance naming as parties insured the Association and any Mortgagee of the Common Area, and containing the standard extended coverage and replacement cost endorsements and such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost (excluding foundations and excavation, but without deduction for depreciation) as determined annually by the insurance carrier, all Common Facilities and the personal property of the Association for or against the following:

- (i) Loss or damage by fire or other risks covered by the standard extended coverage endorsement.
- (ii) Loss or damage from theft, vandalism or malicious mischief.
- (iii) Such other risks, perils or coverage as the Board of Directors may determine.

Such policy or the endorsement made a part thereof shall, to the extent available, provide that the insurer issuing the policy agrees to abide by the decision of the Association made in accordance with the provisions of article IX of this Declaration as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Facilities.

(b) **Public Liability and Property Damage Insurance.** To the extent such insurance is reasonably obtainable, a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each member of the Board of Directors, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1 million covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for nonowned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

(c) **Additional Insurance and Bonds.** To the extent such insurance is reasonably obtainable, the Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this section, demolition insurance, flood insurance, and workers' compensation insurance. The Board may also purchase and maintain fidelity bonds or insurance in an amount not less than 100 percent of each year's estimated annual operating expenses and shall contain an endorsement of any person who may serve without compensation. The Board shall purchase and maintain such insurance on personal property owned by the Association and any other insurance, including directors and officers liability insurance, that it deems necessary or desirable.

Section 2. Coverage Not Available. In the event any insurance policy, or any endorsement thereof, required by section 1 is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage hereinabove described. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

Section 3. Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.

Section 4. Trustee. All insurance proceeds payable under section 1 of this article, may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear. The trustee shall be a commercial bank in the County that agrees in writing to accept such trust.

Section 5. Adjustment of Losses. The Board is appointed attorney-in- fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to section 1 of this article. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

Section 6. Insurance on Lots and Residences. An Owner may carry whatever personal liability, property damage liability, fire and casualty insurance with respect to his or her Lot, Residence and personal property as the Owner desires. The Association shall have no responsibility for the adequacy or extent of such insurance coverage.

ARTICLE IX

Damage or Destruction

Section 1. Common Facilities; Bids and Determination of Available Insurance Proceeds. In the event any Common Facilities are ever damaged or destroyed, then, and in such event, as soon as practicable thereafter the Board of Directors shall: (a) obtain bids from at least two reputable, licensed contractors, which bids shall set forth in detail the work required to repair, reconstruct and restore the damaged or destroyed portions of the Common Facilities to substantially the same condition as they existed prior to the damage and the itemized price asked for such work; and (b) determine that amount of all insurance proceeds available to the Association for the purpose of effecting such repair, reconstruction and restoration.

Section 2. Common Facilities; Sufficient Insurance Proceeds. Subject to the provisions of section 1 hereof, if, in the event of damage to or destruction of any portion of any Common Facility, the insurance proceeds available to the Association are sufficient to cover the costs of repair, reconstruction and restoration, then the Association may cause such facilities to be repaired, reconstruction and restored provided, however, that in the event of destruction of all or substantially all of a Common Facility, the Association shall not be obligated to restore the damaged Common Facility to its prior appearance and condition if the Board's opinion, architectural or design modifications to the Facilities will result in providing the Members with an improved facility which is suitable for substantially the same use and enjoyment as the destroyed facility.

Section 3. Common Facilities; Insurance Proceeds Insufficient in an Amount Exceeding \$5,000. In the event that any Common Facility is totally or substantially damaged or destroyed or, if , in the

event of damage to or destruction of only a portion of the Common Facilities, the insurance proceeds available to the Association are insufficient in an amount exceeding \$5,000 to cover the estimated cost of repair, reconstruction and restoration, then the Owners entitled to vote 75 percent of the voting power of each class of membership of the Association shall determine whether: (a) to repair, reconstruct and restore the damaged or destroyed Common Facilities and specially assess all Owners for such additional funds as may be needed for such purpose; or (b) not to repair, reconstruct or restore the damaged or destroyed Common Facilities but rather to utilize the insurance proceeds available for such reconstruction, together with any other sums otherwise available to the Association for such purpose, to demolish and remove the damaged or destroyed Improvements from the Common Area and to level and landscape the sites thereof and apply any balance of such proceeds and/or funds as the Members holding such voting power and their first mortgagees may determine.

ARTICLE X

Condemnation

If all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots or parcels, shall be payable to the Association as trustee for all Owners and mortgagees according to the loss or damages to their respective interest in the Common Area. The Association, acting through its Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation, settlement and litigation of the issues with respect to the taking and compensation affecting the Common Area. Each Owner hereby designates and appoints the Association as his or her attorney-in-fact for such purposes.

ARTICLE XI

Breach and Default

Section 1. Remedy at Law Inadequate. Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, tenant, occupant or user of any Lot, or any portion of the Common Area, to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

Section 2. Nuisance. Without limiting the generality of the foregoing section 1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 3. Costs and Attorneys' Fees. In any action brought because of any alleged breach or default of any Owner or other party hereto under this Declaration, the court may award to any party to such action such attorneys' fees and other costs as it may deem just and reasonable.

Section 4. Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or

remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

Section 5. Failure Not a Waiver. The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

Section 6. Rights and Remedies of the Association.

(a) **Rights Generally.** In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or tenants, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action, or suspension of the Owner's voting rights as a Member; provided, however, the Association's right to undertake disciplinary action against its Members shall be subject to the conditions set forth in this section.

The decision of whether it is appropriate or necessary for the Association to take enforcement or disciplinary action in any particular instance shall be within the sole discretion of the Board or its duly authorized enforcement committee. If the Association declines to take action in any instance, any Owner shall have such rights of enforcement as exist by virtue of section 1354 of the California Civil Code or otherwise by law.

(b) **Schedule of Fines.** The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for late payment of Assessments or illegally parked vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment.

(c) **Definition of "Violation".** A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Area at the cost of the responsible Owner.

(d) **Hearings.** No penalty or temporary suspension of rights shall be imposed pursuant to this article unless the Owner alleged to be in violation is given at least 15 days prior notice of the proposed penalty or temporary suspension and is given an opportunity to be heard before the Board of Directors or appropriate committee established by the Board with respect to the alleged violation(s) at a hearing conducted at least 5 days before the effective date of the proposed disciplinary action.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes: (i) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring residents; (ii) a traffic or fire hazard; (iii) a threat of material damage to, or destruction of, the Common Area; or (iv) a violation of the Governing Documents that is of such a nature that there is no material

question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments or parking violations), the Board of Directors, or its duly authorized agents, may undertake immediate corrective or disciplinary action and, upon request of the offending Owner (which request must be received by the Association, in writing, within five days following the Association's disciplinary action), or on its own initiative, conduct a hearing as soon thereafter as reasonably possible.

If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of disciplinary action. If the accused Owner desires a hearing, a written request therefor shall be delivered to the Association no later than five days following the date when the fine is levied.

The hearing shall be held no more than 15 days following the date of the disciplinary action or 15 days following receipt of the accused Owner's request for a hearing, whichever is later. Under such circumstances, any fine or other disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing.

At the hearing the accused shall be given the opportunity to be heard, including the right to present evidence and to present or question witnesses. The Board shall notify the accused Owner, in writing, of the Board's decision within three business days following conclusion of the hearing. In no event shall the effective date of any disciplinary action commence sooner than five days following conclusion of the hearing unless (i) the hearing merely affirms summary disciplinary action initiated pursuant to the immediately preceding paragraph or (ii) earlier commencement is necessary to preserve the quiet enjoyment of other residents or to prevent further damage to, or destruction of, the Properties or any portion thereof.

(e) Notices. Any notice required by this article shall, at a minimum, set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents and a reference to the specific Governing Document provision alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice; provided, however, that if notice is given by mail it shall be sent by first-class or certified mail sent to the last address of the Member shown on the records of the Association.

(f) Rules Regarding Disciplinary Proceedings. The Board shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings. Such rules, when approved and adopted by the Board, shall become a part of the Association Rules.

Section 7. Court Actions. Court actions to enforce the Governing Documents may only be initiated on behalf of the Association by resolution of the Board. Prior to the filing of any court action seeking declaratory or injunctive relief to interpret or enforce the Governing Documents (including either such action coupled with a claim for monetary damages not in excess of \$5,000), the Association shall first comply with the provisions of Civil Code section 1354 relating to alternative dispute resolution. The Association's own notice and hearing procedures may be drafted to satisfy these statutory requirements.

ARTICLE XII

Notices

Section 1. Mailing Addresses. Any communication or notice of any kind permitted or required herein shall be in writing and may be served, as an alternative to personal service, by mailing the same as follows:

If to any Owner: To such address as he or she may from time to time designate in writing to the Association.

If to the Association: Amador Pines Landowners of Units 2 and 5, Inc., at the principal office of the Association (or to such other address as the Association may from time to time designate in writing to the Owners)

Section 2. Personal Service Upon Co-Owners and Others. Personal service of a notice or demand to one of the co-Owners of any Lot, to any general partner of a partnership which is the Owner of Record of the Lot, or to any officer or agent for service of process of a corporation which is the Owner of Record of the Lot, shall be deemed delivered to all such co-Owners, to such partnership, or to such corporation, as the case may be.

Section 3. Deposit in United States Mails. All notices and demands served by mail shall be by first-class or certified mail, with postage prepaid, and shall be deemed delivered four days after deposit in the United States mail in the County.

ARTICLE XIII

No Public Rights in the Properties

Nothing contained in this Declaration shall be deemed to be gift or dedication of all or any portion of the Properties to the general public or for any public use or purpose whatsoever.

ARTICLE XIV

Amendment of Declaration

Section 1. Amendment in General. This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of the holders of not less than 51 percent of the Owners of Lots within the Properties. Notwithstanding the foregoing, the percentage of affirmative votes necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause.

Section 2. Effective Date of Amendment. The amendment will be effective upon the Recording a Certificate of Amendment, duly executed and certified by the president and secretary of the Association, setting forth in full the amendment so approved and that the approval requirements of section 1 above have been duly met.

Section 3. Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE XV

General Provisions

Section 1. Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration shall run with, and shall benefit and burden the Lots and the Common Area as herein provided, and shall inure

to the benefit of and be binding upon the Owners, the Association, its Board of Directors, and its officers and agents, and their respective successors in interest, for the term of 60 years from the date of the Recording of this Declaration. After the expiration of the initial term, the term of this Declaration shall be automatically extended for successive periods of 10 years each unless, within 6 months prior to the expiration of the initial 60-year term or any such 10-year extension period, a recordable written instrument, approved by Owners entitled to vote and holding at least a majority of the voting power of the Association terminating the effectiveness of this Declaration, is Recorded.

Section 2. Construction.

(a) **Restrictions Construed Together.** All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Properties as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

(b) **Restrictions Severable.** Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) **Singular Includes Plural.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

(d) **Captions.** All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of any of the substantive terms or provisions of this Declaration.

(e) Exhibits. All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

DATED: March 29, 1995.

AMADOR PINES LANDOWNERS OF
UNITS 2 AND 5, INC., a California nonprofit
mutual benefit corporation

By Wilbur B. Drake
(President) Wilbur B. Drake

By Dorothy H. Haislet
(Secretary) Dorothy H. Haislet

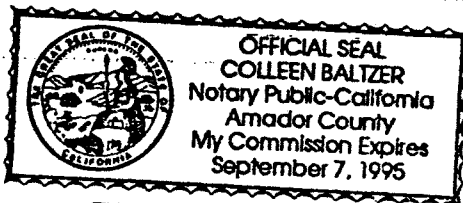
STATE OF CALIFORNIA }
COUNTY OF Amador } ss.

On March 29, 1995 before me, Colleen Baltzer,
personally appeared Wilbur B. Drake and Dorothy H. Haislet,
_____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature Colleen Baltzer



(This area for official notarial seal)

**FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "A", SCHEDULE OF THE ORIGINAL DECLARATIONS BEING
AMENDED AND RESTATED IN THEIR ENTIRETY BY THIS DECLARATION**

The original declarations being amended and restated in their entirety by the present "First Restated Declaration of Covenants, Conditions and Restrictions" are scheduled below. These certain declarations of protective restrictions were executed by the Amador Pines, Incorporated, and later by the Amador Pines Landowners, Units 2 & 5, Inc., (collectively, the "declarant"), and recorded in the Official Records of Amador County, California as follows:

<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Docmt.No</u>
July 24, 1959	84	448	
October 8, 1962	112	583	
March 22, 1966	152	292	1073
" " "	"	34	879
May 11, 1981	394	440	
June 8, 1988			

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.0 Lot No. 0 Assessors Parcel 32-250-041	Unit No.1 Lot No. 005 Assessors Parcel 32-130-020	Unit No.1 Lot No. 6 Assessors Parcel 32-130-019
Unit No.2 Lot No. 004 Assessors Parcel 32-130-021	Unit No.2 Lot No. 151 Assessors Parcel 32-270-004	Unit No.2 Lot No. 152 Assessors Parcel 32-270-015
Unit No.2 Lot No. 153 Assessors Parcel 32-250-005	Unit No.2 Lot No. 154 Assessors Parcel 32-250-004	Unit No.2 Lot No. 155 Assessors Parcel 32-250-003
Unit No.2 Lot No. 156 Assessors Parcel 32-250-001	Unit No.2 Lot No. 157 Assessors Parcel 32-250-002	Unit No.2 Lot No. 164 Assessors Parcel 32-280-001
Unit No.2 Lot No. 165 Assessors Parcel 32-250-011	Unit No.2 Lot No. 165SW1 Assessors Parcel 32-250-012	Unit No.2 Lot No. 166A Assessors Parcel 32-250-013
Unit No.2 Lot No. 166B Assessors Parcel 32-250-014	Unit No.2 Lot No. 166C Assessors Parcel 32-250-015	Unit No.2 Lot No. 166D Assessors Parcel 32-250-007
Unit No.2 Lot No. 167A Assessors Parcel 32-250-008	Unit No.2 Lot No. 167B Assessors Parcel 32-250-017	Unit No.2 Lot No. 167C Assessors Parcel 32-250-016
Unit No.2 Lot No. 168A Assessors Parcel 32-250-042	Unit No.2 Lot No. 168B Assessors Parcel 32-250-043	Unit No.2 Lot No. 168C Assessors Parcel 32-250-045
Unit No.2 Lot No. 168D Assessors Parcel 32-250-044	Unit No.2 Lot No. 169 Assessors Parcel 32-250-010	Unit No.2 Lot No. 170A Assessors Parcel 32-200-008
Unit No.2 Lot No. 170B Assessors Parcel 32-200-009	Unit No.2 Lot No. 170C Assessors Parcel 32-200-010	Unit No.2 Lot No. 170D Assessors Parcel 32-200-011
Unit No.2 Lot No. 171W Assessors Parcel 32-200-013	Unit No.2 Lot No. 172 Assessors Parcel 32-200-007	Unit No.2 Lot No. 173 Assessors Parcel 32-190-008
Unit No.2 Lot No. 174 Assessors Parcel 32-190-009	Unit No.2 Lot No. 175 Assessors Parcel 32-190-010	Unit No.2 Lot No. 176A Assessors Parcel 32-160-020
Unit No.2 Lot No. 176B Assessors Parcel 32-160-021	Unit No.2 Lot No. 176C Assessors Parcel 32-160-014	Unit No.2 Lot No. 177A Assessors Parcel 32-160-019
Unit No.2 Lot No. 177B Assessors Parcel 32-160-010	Unit No.2 Lot No. 177C Assessors Parcel 32-160-011	Unit No.2 Lot No. 178A Assessors Parcel 32-160-003
Unit No.2 Lot No. 178B Assessors Parcel 32-160-009	Unit No.2 Lot No. 178C Assessors Parcel 32-160-008	Unit No.2 Lot No. 182C Assessors Parcel 32-130-052
Unit No.2 Lot No. 182D Assessors Parcel 32-130-053	Unit No.2 Lot No. 183 Assessors Parcel 32-130-012	Unit No.2 Lot No. 184A Assessors Parcel 32-130-044

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.2 Lot No. 184B Assessors Parcel 32-130-042	Unit No.2 Lot No. 184C Assessors Parcel 32-130-043	Unit No.2 Lot No. 184D Assessors Parcel 32-130-041
Unit No.2 Lot No. 185ABC Assessors Parcel 32-130-010	Unit No.2 Lot No. 186A Assessors Parcel 32-130-047	Unit No.2 Lot No. 186B Assessors Parcel 32-130-048
Unit No.2 Lot No. 186C Assessors Parcel 32-130-049	Unit No.2 Lot No. 186D Assessors Parcel 32-130-039	Unit No.2 Lot No. 187 Assessors Parcel 32-130-005
Unit No.2 Lot No. 188A Assessors Parcel 32-130-025	Unit No.2 Lot No. 188B Assessors Parcel 32-130-026	Unit No.2 Lot No. 188C Assessors Parcel 32-130-027
Unit No.2 Lot No. 188D Assessors Parcel 32-130-028	Unit No.2 Lot No. 189 Assessors Parcel 32-130-003	Unit No.2 Lot No. 190-1 Assessors Parcel 32-130-033
Unit No.2 Lot No. 190-2 Assessors Parcel 32-130-032	Unit No.2 Lot No. 190-3 Assessors Parcel 32-130-031	Unit No.2 Lot No. 190-4- Assessors Parcel 32-130-045
Unit No.2 Lot No. 190-4B Assessors Parcel 32-130-046	Unit No.2 Lot No. 191 Assessors Parcel 32-130-001	Unit No.2 Lot No. 192 Assessors Parcel 32-120-012
Unit No.2 Lot No. 193A Assessors Parcel 32-120-031	Unit No.2 Lot No. 193B Assessors Parcel 32-120-032	Unit No.2 Lot No. 193C Assessors Parcel 32-120-033
Unit No.2 Lot No. 193D Assessors Parcel 32-120-034	Unit No.2 Lot No. 194A Assessors Parcel 32-120-027	Unit No.2 Lot No. 194B Assessors Parcel 32-120-045
Unit No.2 Lot No. 194C Assessors Parcel 32-120-046	Unit No.2 Lot No. 194D Assessors Parcel 32-120-047	Unit No.2 Lot No. 195 Assessors Parcel 32-120-009
Unit No.2 Lot No. 196 Assessors Parcel 32-120-005	Unit No.2 Lot No. 197A Assessors Parcel 32-120-035	Unit No.2 Lot No. 197B Assessors Parcel 32-120-036
Unit No.2 Lot No. 197C Assessors Parcel 32-120-037	Unit No.2 Lot No. 197D Assessors Parcel 32-120-038	Unit No.2 Lot No. 198B Assessors Parcel 32-120-026
Unit No.2 Lot No. 198C Assessors Parcel 32-120-025	Unit No.2 Lot No. 198D Assessors Parcel 32-120-015	Unit No.2 Lot No. 199-A4 Assessors Parcel 32-120-042
Unit No.2 Lot No. 199A-1 Assessors Parcel 32-120-039	Unit No.2 Lot No. 199A-2 Assessors Parcel 32-120-040	Unit No.2 Lot No. 199A-3 Assessors Parcel 32-120-041
Unit No.2 Lot No. 199B Assessors Parcel 32-160-004	Unit No.2 Lot No. 199C-2 Assessors Parcel 32-160-016	Unit No.2 Lot No. 199C1 Assessors Parcel 32-160-015
Unit No.2 Lot No. 3 Assessors Parcel 32-130-022	Unit No.2 Lot No. 4 N1/2 Assessors Parcel 32-250-024	Unit No.2 Lot No. 4 S1/2 Assessors Parcel 32-250-025

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.2 Lot No. 501B Assessors Parcel 32-200-016	Unit No.2 Lot No. 501C Assessors Parcel 32-200-014	Unit No.2 Lot No. 502D Assessors Parcel 32-200-015
Unit No.2 Lot No. 503 Assessors Parcel 32-200-002	Unit No.2 Lot No. 504 Assessors Parcel 32-200-001	Unit No.2 Lot No. 505 Assessors Parcel 32-190-007
Unit No.2 Lot No. 505 Assessors Parcel 32-380-047	Unit No.2 Lot No. 506 Assessors Parcel 32-190-006	Unit No.2 Lot No. 507 Assessors Parcel 32-190-005
Unit No.2 Lot No. 508A Assessors Parcel 32-190-015	Unit No.2 Lot No. 508B Assessors Parcel 32-190-016	Unit No.2 Lot No. 508C Assessors Parcel 32-190-017
Unit No.2 Lot No. 508D Assessors Parcel 32-190-018	Unit No.2 Lot No. 509 Assessors Parcel 32-190-001	Unit No.2 Lot No. 510 Assessors Parcel 32-190-003
Unit No.2 Lot No. 510A Assessors Parcel 32-200-017	Unit No.2 Lot No. 511A Assessors Parcel 32-190-011	Unit No.2 Lot No. 511B Assessors Parcel 32-190-012
Unit No.2 Lot No. 511C Assessors Parcel 32-190-013	Unit No.2 Lot No. 511D Assessors Parcel 32-190-014	Unit No.2 Lot No. 512NE Assessors Parcel 32-150-019
Unit No.2 Lot No. 512NW Assessors Parcel 32-150-014	Unit No.2 Lot No. 512W1/ Assessors Parcel 32-150-013	Unit No.2 Lot No. 513A Assessors Parcel 32-150-015
Unit No.2 Lot No. 513B Assessors Parcel 32-150-021	Unit No.2 Lot No. 513C Assessors Parcel 32-150-012	Unit No.2 Lot No. 514A Assessors Parcel 32-150-016
Unit No.2 Lot No. 514B Assessors Parcel 32-150-017	Unit No.2 Lot No. 514C Assessors Parcel 32-150-011	Unit No.2 Lot No. 514D Assessors Parcel 32-150-018
Unit No.2 Lot No. 515A Assessors Parcel 32-150-028	Unit No.2 Lot No. 515B Assessors Parcel 32-150-029	Unit No.2 Lot No. 515C Assessors Parcel 32-150-030
Unit No.2 Lot No. 515D Assessors Parcel 32-150-031	Unit No.2 Lot No. 516-1 Assessors Parcel 32-150-025	Unit No.2 Lot No. 516-3 Assessors Parcel 32-150-026
Unit No.2 Lot No. 516-4 Assessors Parcel 32-150-027	Unit No.2 Lot No. 516/2 Assessors Parcel 32-150-010	Unit No.2 Lot No. 517 Assessors Parcel 32-110-015
Unit No.2 Lot No. 518 Assessors Parcel 32-110-016	Unit No.2 Lot No. 519NWP Assessors Parcel 32-120-043	Unit No.2 Lot No. 519SEP Assessors Parcel 32-120-044
Unit No.2 Lot No. 520A Assessors Parcel 32-120-002	Unit No.2 Lot No. 520B Assessors Parcel 32-120-019	Unit No.2 Lot No. 520C Assessors Parcel 32-120-020
Unit No.2 Lot No. 520D Assessors Parcel 32-120-021	Unit No.2 Lot No. 521A Assessors Parcel 32-120-016	Unit No.2 Lot No. 521B Assessors Parcel 32-120-022

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.2 Lot No. 522A Assessors Parcel 32-120-013	Unit No.2 Lot No. 522B Assessors Parcel 32-120-014	Unit No.2 Lot No. 522C Assessors Parcel 32-120-004
Unit No.2 Lot No. 523 Assessors Parcel 32-110-012	Unit No.2 Lot No. 524 Assessors Parcel 32-110-011	Unit No.2 Lot No. 525A Assessors Parcel 32-110-024
Unit No.2 Lot No. 525B Assessors Parcel 32-110-025	Unit No.2 Lot No. 525C Assessors Parcel 32-110-026	Unit No.2 Lot No. 526 Assessors Parcel 32-110-014
Unit No.2 Lot No. 527 Assessors Parcel 32-110-010	Unit No.2 Lot No. 528 Assessors Parcel 32-110-009	Unit No.2 Lot No. 529 Assessors Parcel 32-110-008
Unit No.2 Lot No. 530A Assessors Parcel 32-110-031	Unit No.2 Lot No. 530B Assessors Parcel 32-110-030	Unit No.2 Lot No. 530C Assessors Parcel 32-110-027
Unit No.2 Lot No. 530D Assessors Parcel 32-110-028	Unit No.2 Lot No. 531 A Assessors Parcel 32-150-035	Unit No.2 Lot No. 531-1 Assessors Parcel 32-150-032
Unit No.2 Lot No. 531A Assessors Parcel 32-150-023	Unit No.2 Lot No. 531B Assessors Parcel 32-150-024	Unit No.2 Lot No. 532 Assessors Parcel 32-150-007
Unit No.2 Lot No. 533A Assessors Parcel 32-150-002	Unit No.2 Lot No. 533B Assessors Parcel 32-150-003	Unit No.2 Lot No. 533C Assessors Parcel 32-150-004
Unit No.2 Lot No. 533D Assessors Parcel 32-150-005	Unit No.2 Lot No. 534 Assessors Parcel 32-150-006	Unit No.2 Lot No. 535 Assessors Parcel 32-150-001
Unit No.2 Lot No. 536 Assessors Parcel 32-110-006	Unit No.2 Lot No. 537md Assessors Parcel 32-110-021	Unit No.2 Lot No. 537NE Assessors Parcel 32-110-005
Unit No.2 Lot No. 537NW Assessors Parcel 32-110-022	Unit No.2 Lot No. 537SE Assessors Parcel 32-110-017	Unit No.2 Lot No. 537SWP Assessors Parcel 32-110-023
Unit No.2 Lot No. 538 Assessors Parcel 32-110-018	Unit No.2 Lot No. 538CTR Assessors Parcel 32-110-020	Unit No.2 Lot No. 538E1/ Assessors Parcel 32-110-003
Unit No.2 Lot No. 538SW1 Assessors Parcel 32-110-019	Unit No.2 Lot No. 539 Assessors Parcel 32-110-001	Unit No.2 Lot No. 540 Assessors Parcel 32-110-002
Unit No.2 Lot No. 600/60 Assessors Parcel 23-060-018	Unit No.2 Lot No. 600B Assessors Parcel 23-060-017	Unit No.2 Lot No. 601A Assessors Parcel 23-060-016
Unit No.2 Lot No. 602A Assessors Parcel 23-060-019	Unit No.2 Lot No. 602B Assessors Parcel 23-060-014	Unit No.2 Lot No. 602C Assessors Parcel 23-060-020
Unit No.2 Lot No. 602D Assessors Parcel 23-060-021	Unit No.2 Lot No. 603 Assessors Parcel 23-060-007	Unit No.2 Lot No. 604 Assessors Parcel 23-060-012

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.2 Lot No. 604A Assessors Parcel 23-060-013	Unit No.2 Lot No. 604B Assessors Parcel 23-060-010	Unit No.2 Lot No. 604C Assessors Parcel 23-060-011
Unit No.2 Lot No. 605A Assessors Parcel 23-060-022	Unit No.2 Lot No. 605B Assessors Parcel 23-060-023	Unit No.2 Lot No. 605C Assessors Parcel 23-060-027
Unit No.2 Lot No. 605D Assessors Parcel 23-060-026	Unit No.2 Lot No. 606 Assessors Parcel 23-060-004	Unit No.2 Lot No. 607 Assessors Parcel 23-060-003
Unit No.2 Lot No. 608PAR Assessors Parcel 23-060-002	Unit No.2 Lot No. 609 Assessors Parcel 23-060-001	Unit No.2 Lot No. 610 Assessors Parcel 23-050-002
Unit No.2 Lot No. 611A Assessors Parcel 23-050-012	Unit No.2 Lot No. 611B Assessors Parcel 23-050-013	Unit No.2 Lot No. 611S/P Assessors Parcel 23-050-011
Unit No.2 Lot No. 612 Assessors Parcel 23-050-020	Unit No.2 Lot No. 612SW1 Assessors Parcel 23-050-019	Unit No.2 Lot No. 613 Assessors Parcel 23-040-004
Unit No.2 Lot No. 614 Assessors Parcel 23-040-003	Unit No.2 Lot No. 615 Assessors Parcel 23-040-002	Unit No.2 Lot No. 616 Assessors Parcel 23-040-001
Unit No.2 Lot No. 617 Assessors Parcel 23-030-001	Unit No.2 Lot No. 618 Assessors Parcel 23-030-002	Unit No.2 Lot No. 619 Assessors Parcel 23-030-023
Unit No.2 Lot No. 620 Assessors Parcel 23-030-024	Unit No.2 Lot No. 621 Assessors Parcel 23-030-025	Unit No.2 Lot No. 622 Assessors Parcel 23-030-006
Unit No.2 Lot No. 623 Assessors Parcel 23-030-007	Unit No.2 Lot No. 624A Assessors Parcel 23-030-021	Unit No.2 Lot No. 624B Assessors Parcel 23-030-022
Unit No.2 Lot No. 625A Assessors Parcel 23-030-019	Unit No.2 Lot No. 625B Assessors Parcel 23-030-020	Unit No.2 Lot No. 626 Assessors Parcel 23-030-010
Unit No.2 Lot No. 627A Assessors Parcel 23-030-017	Unit No.2 Lot No. 627b Assessors Parcel 23-030-016	Unit No.2 Lot No. 627C Assessors Parcel 23-030-018
Unit No.2 Lot No. 627D Assessors Parcel 23-030-015	Unit No.2 Lot No. 628A Assessors Parcel 23-040-038	Unit No.2 Lot No. 628B Assessors Parcel 23-040-039
Unit No.2 Lot No. 628C Assessors Parcel 23-040-036	Unit No.2 Lot No. 628D Assessors Parcel 23-040-040	Unit No.2 Lot No. 629 Assessors Parcel 23-040-018
Unit No.2 Lot No. 630A Assessors Parcel 23-040-043	Unit No.2 Lot No. 630B Assessors Parcel 23-040-044	Unit No.2 Lot No. 630C Assessors Parcel 23-040-014
Unit No.2 Lot No. 631 Assessors Parcel 23-040-013	Unit No.2 Lot No. 632 Assessors Parcel 23-050-008	Unit No.2 Lot No. 633A&B Assessors Parcel 23-050-014

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.2 Lot No. 633N Assessors Parcel 23-050-015	Unit No.2 Lot No. 634 WP Assessors Parcel 23-040-034	Unit No.2 Lot No. 634A Assessors Parcel 23-040-035
Unit No.2 Lot No. 634C Assessors Parcel 23-040-032	Unit No.2 Lot No. 635-1/ Assessors Parcel 23-050-016	Unit No.2 Lot No. 635-1/ Assessors Parcel 23-050-018
Unit No.2 Lot No. 635C Assessors Parcel 23-050-017	Unit No.2 Lot No. 635D Assessors Parcel 23-050-010	Unit No.2 Lot No. 636A-D Assessors Parcel 23-050-004
Unit No.2 Lot No. 637 Assessors Parcel 23-050-005	Unit No.2 Lot No. 638E1/ Assessors Parcel 23-040-022	Unit No.2 Lot No. 638NE1 Assessors Parcel 23-040-021
Unit No.2 Lot No. 638NW1 Assessors Parcel 23-040-019	Unit No.2 Lot No. 638SW1 Assessors Parcel 23-040-020	Unit No.2 Lot No. 639A Assessors Parcel 23-040-023
Unit No.2 Lot No. 639BE1 Assessors Parcel 23-040-027	Unit No.2 Lot No. 639BW1 Assessors Parcel 23-040-028	Unit No.2 Lot No. 639C Assessors Parcel 23-040-024
Unit No.2 Lot No. 639D Assessors Parcel 23-040-026	Unit No.2 Lot No. 640 Assessors Parcel 23-040-007	Unit No.2 Lot No. 641 Assessors Parcel 23-040-042
Unit No.2 Lot No. 641-2 Assessors Parcel 23-040-041	Unit No.2 Lot No. 641-3 Assessors Parcel 23-040-029	Unit No.2 Lot No. 641-4 Assessors Parcel 23-040-030
Unit No.2 Lot No. 642 Assessors Parcel 23-030-014	Unit No.2 Lot No. 643 Assessors Parcel 23-030-013	Unit No.2 Lot No. 644 Assessors Parcel 23-030-012
Unit No.2 Lot No. 645 Assessors Parcel 23-040-009	Unit No.2 Lot No. 646 Assessors Parcel 23-040-010	Unit No.2 Lot No. 647 Assessors Parcel 23-040-011
Unit No.2 Lot No. 7 Assessors Parcel 32-130-008	Unit No.2 Lot No. 7A Assessors Parcel 32-130-006	Unit No.2 Lot No. 8 Assessors Parcel 32-130-018
Unit No.2 Lot No. 87 Assessors Parcel 32-270-005	Unit No.5 Lot No. 003 Assessors Parcel 32-370-017	Unit No.5 Lot No. 007 Assessors Parcel 32-380-037
Unit No.5 Lot No. 009 Assessors Parcel 32-130-017	Unit No.5 Lot No. 013 Assessors Parcel 32-380-031	Unit No.5 Lot No. 019B Assessors Parcel 32-380-043
Unit No.5 Lot No. 022 Assessors Parcel 32-380-022	Unit No.5 Lot No. 024 Assessors Parcel 32-380-020	Unit No.5 Lot No. 026 Assessors Parcel 32-380-018
Unit No.5 Lot No. 027 Assessors Parcel 32-380-017	Unit No.5 Lot No. 028A Assessors Parcel 32-380-041	Unit No.5 Lot No. 029 Assessors Parcel 32-380-015
Unit No.5 Lot No. 033 Assessors Parcel 32-380-011	Unit No.5 Lot No. 034 Assessors Parcel 32-380-010	Unit No.5 Lot No. 044 Assessors Parcel 32-380-008

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 045 Assessors Parcel 32-380-009	Unit No.5 Lot No. 051 Assessors Parcel 32-390-015	Unit No.5 Lot No. 053 Assessors Parcel 32-390-013
Unit No.5 Lot No. 055 Assessors Parcel 32-390-011	Unit No.5 Lot No. 063 Assessors Parcel 32-390-007	Unit No.5 Lot No. 068 Assessors Parcel 32-390-002
Unit No.5 Lot No. 071 Assessors Parcel 32-390-027	Unit No.5 Lot No. 077 Assessors Parcel 32-390-021	Unit No.5 Lot No. 078 Assessors Parcel 32-390-020
Unit No.5 Lot No. 080 Assessors Parcel 32-390-033	Unit No.5 Lot No. 082 Assessors Parcel 32-390-032	Unit No.5 Lot No. 087 Assessors Parcel 32-370-007
Unit No.5 Lot No. 092 Assessors Parcel 32-370-002	Unit No.5 Lot No. 096 Assessors Parcel 32-390-031	Unit No.5 Lot No. 098C Assessors Parcel 32-360-023
Unit No.5 Lot No. 1 Assessors Parcel 32-360-008	Unit No.5 Lot No. 10-11 Assessors Parcel 32-380-050	Unit No.5 Lot No. 100 Assessors Parcel 32-360-013
Unit No.5 Lot No. 100A Assessors Parcel 32-100-006	Unit No.5 Lot No. 101 Assessors Parcel 32-360-012	Unit No.5 Lot No. 102 Assessors Parcel 32-360-011
Unit No.5 Lot No. 103 Assessors Parcel 32-360-010	Unit No.5 Lot No. 104 Assessors Parcel 32-360-007	Unit No.5 Lot No. 105 Assessors Parcel 32-360-006
Unit No.5 Lot No. 106 Assessors Parcel 32-360-005	Unit No.5 Lot No. 107 Assessors Parcel 32-360-004	Unit No.5 Lot No. 108 Assessors Parcel 32-360-003
Unit No.5 Lot No. 109 Assessors Parcel 32-360-002	Unit No.5 Lot No. 110 Assessors Parcel 32-360-001	Unit No.5 Lot No. 111 Assessors Parcel 32-400-021
Unit No.5 Lot No. 112 Assessors Parcel 32-400-020	Unit No.5 Lot No. 113 Assessors Parcel 32-400-039	Unit No.5 Lot No. 114 Assessors Parcel 32-400-038
Unit No.5 Lot No. 115 Assessors Parcel 32-400-017	Unit No.5 Lot No. 116 Assessors Parcel 32-400-016	Unit No.5 Lot No. 117 Assessors Parcel 32-400-015
Unit No.5 Lot No. 118 Assessors Parcel 32-400-014	Unit No.5 Lot No. 119 Assessors Parcel 32-400-013	Unit No.5 Lot No. 12 Assessors Parcel 32-380-032
Unit No.5 Lot No. 120 Assessors Parcel 32-400-012	Unit No.5 Lot No. 121 Assessors Parcel 32-400-011	Unit No.5 Lot No. 122 Assessors Parcel 32-400-010
Unit No.5 Lot No. 123 Assessors Parcel 32-400-009	Unit No.5 Lot No. 124 Assessors Parcel 32-400-008	Unit No.5 Lot No. 125 Assessors Parcel 32-390-001
Unit No.5 Lot No. 126 Assessors Parcel 32-400-032	Unit No.5 Lot No. 127 Assessors Parcel 32-400-031	Unit No.5 Lot No. 128 Assessors Parcel 32-400-030

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 129 Assessors Parcel 32-400-029	Unit No.5 Lot No. 130 Assessors Parcel 32-400-028	Unit No.5 Lot No. 131 Assessors Parcel 32-400-027
Unit No.5 Lot No. 132 Assessors Parcel 32-400-026	Unit No.5 Lot No. 133 Assessors Parcel 32-400-025	Unit No.5 Lot No. 134 Assessors Parcel 32-400-024
Unit No.5 Lot No. 135 Assessors Parcel 32-400-023	Unit No.5 Lot No. 136 Assessors Parcel 32-400-022	Unit No.5 Lot No. 137 Assessors Parcel 32-420-017
Unit No.5 Lot No. 138 Assessors Parcel 32-420-016	Unit No.5 Lot No. 139 Assessors Parcel 32-420-015	Unit No.5 Lot No. 14 Assessors Parcel 32-380-030
Unit No.5 Lot No. 140 Assessors Parcel 32-420-014	Unit No.5 Lot No. 141 Assessors Parcel 32-420-013	Unit No.5 Lot No. 142 Assessors Parcel 32-420-012
Unit No.5 Lot No. 143 Assessors Parcel 32-420-022	Unit No.5 Lot No. 144 Assessors Parcel 32-420-021	Unit No.5 Lot No. 145 Assessors Parcel 32-420-020
Unit No.5 Lot No. 146 Assessors Parcel 32-420-019	Unit No.5 Lot No. 147 Assessors Parcel 32-420-018	Unit No.5 Lot No. 148 Assessors Parcel 32-420-027
Unit No.5 Lot No. 149 Assessors Parcel 32-420-028	Unit No.5 Lot No. 15 Assessors Parcel 32-380-029	Unit No.5 Lot No. 150 Assessors Parcel 32-420-029
Unit No.5 Lot No. 151 Assessors Parcel 32-420-030	Unit No.5 Lot No. 152 Assessors Parcel 32-420-031	Unit No.5 Lot No. 153 Assessors Parcel 32-420-032
Unit No.5 Lot No. 154 Assessors Parcel 32-420-033	Unit No.5 Lot No. 155 Assessors Parcel 32-420-034	Unit No.5 Lot No. 156 & 7 Assessors Parcel 23-280-020
Unit No.5 Lot No. 158 Assessors Parcel 32-420-005	Unit No.5 Lot No. 159 Assessors Parcel 32-420-006	Unit No.5 Lot No. 16 Assessors Parcel 32-380-028
Unit No.5 Lot No. 160A Assessors Parcel 32-420-035	Unit No.5 Lot No. 160B Assessors Parcel 32-420-036	Unit No.5 Lot No. 161 Assessors Parcel 32-420-008
Unit No.5 Lot No. 162 Assessors Parcel 32-420-009	Unit No.5 Lot No. 163 Assessors Parcel 32-420-010	Unit No.5 Lot No. 164 Assessors Parcel 32-420-011
Unit No.5 Lot No. 165 Assessors Parcel 32-410-022	Unit No.5 Lot No. 166 Assessors Parcel 32-410-021	Unit No.5 Lot No. 167A Assessors Parcel 32-410-028
Unit No.5 Lot No. 167B Assessors Parcel 32-410-029	Unit No.5 Lot No. 168A Assessors Parcel 32-410-031	Unit No.5 Lot No. 168B Assessors Parcel 32-410-030
Unit No.5 Lot No. 169A Assessors Parcel 32-410-032	Unit No.5 Lot No. 169B Assessors Parcel 32-410-033	Unit No.5 Lot No. 17 Assessors Parcel 32-380-027

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 170A Assessors Parcel 32-410-024	Unit No.5 Lot No. 170B Assessors Parcel 32-410-023	Unit No.5 Lot No. 170C Assessors Parcel 32-410-025
Unit No.5 Lot No. 171 Assessors Parcel 32-400-007	Unit No.5 Lot No. 172 Assessors Parcel 32-400-006	Unit No.5 Lot No. 173 Assessors Parcel 32-400-005
Unit No.5 Lot No. 174 Assessors Parcel 32-400-004	Unit No.5 Lot No. 175A Assessors Parcel 32-400-036	Unit No.5 Lot No. 175B Assessors Parcel 32-400-037
Unit No.5 Lot No. 176 Assessors Parcel 32-400-002	Unit No.5 Lot No. 177 Assessors Parcel 32-400-001	Unit No.5 Lot No. 178 Assessors Parcel 32-410-010
Unit No.5 Lot No. 179 Assessors Parcel 32-410-009	Unit No.5 Lot No. 180 Assessors Parcel 32-410-008	Unit No.5 Lot No. 181 Assessors Parcel 32-410-007
Unit No.5 Lot No. 182 Assessors Parcel 32-410-006	Unit No.5 Lot No. 183A Assessors Parcel 32-410-027	Unit No.5 Lot No. 183B Assessors Parcel 32-410-026
Unit No.5 Lot No. 184 Assessors Parcel 32-410-004	Unit No.5 Lot No. 185 Assessors Parcel 32-410-003	Unit No.5 Lot No. 186 Assessors Parcel 32-410-002
Unit No.5 Lot No. 187 Assessors Parcel 32-410-001	Unit No.5 Lot No. 188 Assessors Parcel 32-410-016	Unit No.5 Lot No. 189 Assessors Parcel 32-410-015
Unit No.5 Lot No. 18A Assessors Parcel 32-380-039	Unit No.5 Lot No. 18B Assessors Parcel 32-380-038	Unit No.5 Lot No. 190 Assessors Parcel 32-410-014
Unit No.5 Lot No. 191 Assessors Parcel 32-410-013	Unit No.5 Lot No. 192 Assessors Parcel 32-410-012	Unit No.5 Lot No. 193 Assessors Parcel 32-410-011
Unit No.5 Lot No. 194 Assessors Parcel 32-420-001	Unit No.5 Lot No. 195 Assessors Parcel 32-420-002	Unit No.5 Lot No. 196 Assessors Parcel 32-420-003
Unit No.5 Lot No. 197 Assessors Parcel 32-420-004	Unit No.5 Lot No. 198 Assessors Parcel 23-280-016	Unit No.5 Lot No. 199 Assessors Parcel 23-280-015
Unit No.5 Lot No. 19A Assessors Parcel 32-380-042	Unit No.5 Lot No. 19C Assessors Parcel 32-380-044	Unit No.5 Lot No. 2 Assessors Parcel 32-360-009
Unit No.5 Lot No. 20 Assessors Parcel 32-380-024	Unit No.5 Lot No. 200 Assessors Parcel 23-280-014	Unit No.5 Lot No. 201 Assessors Parcel 23-280-013
Unit No.5 Lot No. 202 Assessors Parcel 23-280-012	Unit No.5 Lot No. 203 Assessors Parcel 23-280-011	Unit No.5 Lot No. 204 Assessors Parcel 23-280-010
Unit No.5 Lot No. 205 Assessors Parcel 23-280-009	Unit No.5 Lot No. 206 Assessors Parcel 23-280-008	Unit No.5 Lot No. 207 Assessors Parcel 23-280-019

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 208 Assessors Parcel 23-280-003	Unit No.5 Lot No. 209 Assessors Parcel 23-280-004	Unit No.5 Lot No. 21 Assessors Parcel 32-380-023
Unit No.5 Lot No. 210 Assessors Parcel 23-280-005	Unit No.5 Lot No. 211 Assessors Parcel 23-280-006	Unit No.5 Lot No. 212 Assessors Parcel 23-310-009
Unit No.5 Lot No. 213 Assessors Parcel 23-310-010	Unit No.5 Lot No. 214 Assessors Parcel 23-310-011	Unit No.5 Lot No. 215 Assessors Parcel 23-310-012
Unit No.5 Lot No. 216 Assessors Parcel 23-310-013	Unit No.5 Lot No. 217 Assessors Parcel 23-310-014	Unit No.5 Lot No. 218 Assessors Parcel 23-310-003
Unit No.5 Lot No. 219 Assessors Parcel 23-280-002	Unit No.5 Lot No. 220 Assessors Parcel 23-280-001	Unit No.5 Lot No. 221 Assessors Parcel 23-310-008
Unit No.5 Lot No. 222 Assessors Parcel 23-310-007	Unit No.5 Lot No. 223 Assessors Parcel 23-310-006	Unit No.5 Lot No. 224 Assessors Parcel 23-310-005
Unit No.5 Lot No. 225 Assessors Parcel 23-310-004	Unit No.5 Lot No. 226 Assessors Parcel 23-310-002	Unit No.5 Lot No. 227 Assessors Parcel 23-310-001
Unit No.5 Lot No. 228 Assessors Parcel 23-300-005	Unit No.5 Lot No. 229 Assessors Parcel 23-300-006	Unit No.5 Lot No. 229 Assessors Parcel 23-330-015
Unit No.5 Lot No. 23 Assessors Parcel 32-380-021	Unit No.5 Lot No. 230 Assessors Parcel 23-300-004	Unit No.5 Lot No. 231 Assessors Parcel 23-300-003
Unit No.5 Lot No. 232 Assessors Parcel 23-300-002	Unit No.5 Lot No. 233 Assessors Parcel 23-300-001	Unit No.5 Lot No. 234 Assessors Parcel 23-300-009
Unit No.5 Lot No. 235 Assessors Parcel 23-300-008	Unit No.5 Lot No. 236 Assessors Parcel 23-300-007	Unit No.5 Lot No. 237 Assessors Parcel 23-300-018
Unit No.5 Lot No. 238 Assessors Parcel 23-300-017	Unit No.5 Lot No. 239 Assessors Parcel 23-300-016	Unit No.5 Lot No. 240 Assessors Parcel 23-300-015
Unit No.5 Lot No. 241 Assessors Parcel 23-300-014	Unit No.5 Lot No. 242 Assessors Parcel 23-290-019	Unit No.5 Lot No. 243 Assessors Parcel 23-290-018
Unit No.5 Lot No. 244 Assessors Parcel 23-290-017	Unit No.5 Lot No. 245 Assessors Parcel 23-290-016	Unit No.5 Lot No. 246 Assessors Parcel 23-290-015
Unit No.5 Lot No. 247 Assessors Parcel 23-290-014	Unit No.5 Lot No. 248 Assessors Parcel 23-290-013	Unit No.5 Lot No. 249 Assessors Parcel 23-290-012
Unit No.5 Lot No. 25 Assessors Parcel 32-380-019	Unit No.5 Lot No. 250 Assessors Parcel 23-290-011	Unit No.5 Lot No. 251 Assessors Parcel 23-290-010

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 252
Assessors Parcel 23-290-009

Unit No.5 Lot No. 255
Assessors Parcel 23-290-006

Unit No.5 Lot No. 258
Assessors Parcel 23-290-003

Unit No.5 Lot No. 261
Assessors Parcel 23-300-013

Unit No.5 Lot No. 264
Assessors Parcel 23-300-010

Unit No.5 Lot No. 265B
Assessors Parcel 23-330-018

Unit No.5 Lot No. 268
Assessors Parcel 23-330-005

Unit No.5 Lot No. 271
Assessors Parcel 23-330-008

Unit No.5 Lot No. 274
Assessors Parcel 23-340-004

Unit No.5 Lot No. 277
Assessors Parcel 23-340-001

Unit No.5 Lot No. 280
Assessors Parcel 23-340-006

Unit No.5 Lot No. 283
Assessors Parcel 23-320-005

Unit No.5 Lot No. 286
Assessors Parcel 23-340-010

Unit No.5 Lot No. 289
Assessors Parcel 23-340-013

Unit No.5 Lot No. 292
Assessors Parcel 23-330-013

Unit No.5 Lot No. 295
Assessors Parcel 23-320-002

Unit No.5 Lot No. 253
Assessors Parcel 23-290-008

Unit No.5 Lot No. 256
Assessors Parcel 23-290-005

Unit No.5 Lot No. 259
Assessors Parcel 23-290-002

Unit No.5 Lot No. 262
Assessors Parcel 23-300-012

Unit No.5 Lot No. 264A
Assessors Parcel 23-330-001

Unit No.5 Lot No. 266
Assessors Parcel 23-330-003

Unit No.5 Lot No. 269
Assessors Parcel 23-330-006

Unit No.5 Lot No. 272
Assessors Parcel 23-330-009

Unit No.5 Lot No. 275
Assessors Parcel 23-340-003

Unit No.5 Lot No. 278
Assessors Parcel 23-340-014

Unit No.5 Lot No. 281
Assessors Parcel 23-340-007

Unit No.5 Lot No. 284
Assessors Parcel 23-320-006

Unit No.5 Lot No. 287
Assessors Parcel 23-340-011

Unit No.5 Lot No. 290
Assessors Parcel 23-330-011

Unit No.5 Lot No. 292
Assessors Parcel 23-330-016

Unit No.5 Lot No. 296
Assessors Parcel 23-320-003

Unit No.5 Lot No. 254
Assessors Parcel 23-290-007

Unit No.5 Lot No. 257
Assessors Parcel 23-290-004

Unit No.5 Lot No. 260
Assessors Parcel 23-290-001

Unit No.5 Lot No. 263
Assessors Parcel 23-300-011

Unit No.5 Lot No. 265A
Assessors Parcel 23-330-017

Unit No.5 Lot No. 267
Assessors Parcel 23-330-004

Unit No.5 Lot No. 270
Assessors Parcel 23-330-007

Unit No.5 Lot No. 273
Assessors Parcel 23-330-010

Unit No.5 Lot No. 276
Assessors Parcel 23-340-002

Unit No.5 Lot No. 279
Assessors Parcel 23-340-005

Unit No.5 Lot No. 282
Assessors Parcel 23-340-008

Unit No.5 Lot No. 285
Assessors Parcel 23-340-009

Unit No.5 Lot No. 288
Assessors Parcel 23-340-012

Unit No.5 Lot No. 291
Assessors Parcel 23-330-012

Unit No.5 Lot No. 294
Assessors Parcel 23-320-001

Unit No.5 Lot No. 297
Assessors Parcel 23-320-004

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 298
Assessors Parcel 23-330-014

Unit No.5 Lot No. 301
Assessors Parcel 23-340-016

Unit No.5 Lot No. 303B
Assessors Parcel 23-340-027

Unit No.5 Lot No. 305
Assessors Parcel 23-340-020

Unit No.5 Lot No. 308
Assessors Parcel 23-340-023

Unit No.5 Lot No. 310
Assessors Parcel 23-340-025

Unit No.5 Lot No. 313
Assessors Parcel 23-350-003

Unit No.5 Lot No. 316
Assessors Parcel 23-360-002

Unit No.5 Lot No. 319
Assessors Parcel 23-360-004

Unit No.5 Lot No. 321
Assessors Parcel 23-360-006

Unit No.5 Lot No. 324
Assessors Parcel 23-390-003

Unit No.5 Lot No. 327
Assessors Parcel 23-390-006

Unit No.5 Lot No. 329
Assessors Parcel 23-390-014

Unit No.5 Lot No. 332
Assessors Parcel 23-370-012

Unit No.5 Lot No. 335
Assessors Parcel 23-370-009

Unit No.5 Lot No. 338
Assessors Parcel 23-370-014

Unit No.5 Lot No. 30
Assessors Parcel 32-380-014

Unit No.5 Lot No. 302
Assessors Parcel 23-340-017

Unit No.5 Lot No. 303C
Assessors Parcel 23-340-028

Unit No.5 Lot No. 306
Assessors Parcel 23-340-021

Unit No.5 Lot No. 309
Assessors Parcel 23-340-024

Unit No.5 Lot No. 311
Assessors Parcel 23-350-001

Unit No.5 Lot No. 314
Assessors Parcel 23-350-004

Unit No.5 Lot No. 317
Assessors Parcel 23-360-003

Unit No.5 Lot No. 32
Assessors Parcel 32-380-049

Unit No.5 Lot No. 322
Assessors Parcel 23-390-001

Unit No.5 Lot No. 325
Assessors Parcel 23-390-004

Unit No.5 Lot No. 328
Assessors Parcel 23-390-007

Unit No.5 Lot No. 330
Assessors Parcel 23-390-009

Unit No.5 Lot No. 333
Assessors Parcel 23-370-011

Unit No.5 Lot No. 336
Assessors Parcel 23-370-008

Unit No.5 Lot No. 339
Assessors Parcel 23-370-015

Unit No.5 Lot No. 300
Assessors Parcel 23-340-015

Unit No.5 Lot No. 303A
Assessors Parcel 23-340-026

Unit No.5 Lot No. 304
Assessors Parcel 23-340-019

Unit No.5 Lot No. 307
Assessors Parcel 23-340-022

Unit No.5 Lot No. 31
Assessors Parcel 32-380-048

Unit No.5 Lot No. 312
Assessors Parcel 23-350-002

Unit No.5 Lot No. 315
Assessors Parcel 23-360-001

Unit No.5 Lot No. 318
Assessors Parcel 23-360-007

Unit No.5 Lot No. 320
Assessors Parcel 23-360-005

Unit No.5 Lot No. 323
Assessors Parcel 23-390-002

Unit No.5 Lot No. 326
Assessors Parcel 23-390-005

Unit No.5 Lot No. 329
Assessors Parcel 23-390-008

Unit No.5 Lot No. 331
Assessors Parcel 23-370-013

Unit No.5 Lot No. 334
Assessors Parcel 23-370-010

Unit No.5 Lot No. 337
Assessors Parcel 23-370-007

Unit No.5 Lot No. 340
Assessors Parcel 23-380-005

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 341 Assessors Parcel 23-380-004	Unit No.5 Lot No. 342 Assessors Parcel 23-380-003	Unit No.5 Lot No. 343 Assessors Parcel 23-380-002
Unit No.5 Lot No. 344 Assessors Parcel 23-380-001	Unit No.5 Lot No. 345 Assessors Parcel 23-390-010	Unit No.5 Lot No. 346 Assessors Parcel 23-390-011
Unit No.5 Lot No. 347 Assessors Parcel 23-390-012	Unit No.5 Lot No. 348 Assessors Parcel 23-390-013	Unit No.5 Lot No. 35 Assessors Parcel 32-370-013
Unit No.5 Lot No. 350 Assessors Parcel 23-390-015	Unit No.5 Lot No. 351 Assessors Parcel 23-390-016	Unit No.5 Lot No. 352 Assessors Parcel 23-380-018
Unit No.5 Lot No. 353 Assessors Parcel 23-380-017	Unit No.5 Lot No. 354 Assessors Parcel 23-380-016	Unit No.5 Lot No. 355 Assessors Parcel 23-380-015
Unit No.5 Lot No. 356 Assessors Parcel 23-380-014	Unit No.5 Lot No. 357 Assessors Parcel 23-380-013	Unit No.5 Lot No. 358 Assessors Parcel 23-380-012
Unit No.5 Lot No. 359 Assessors Parcel 23-380-011	Unit No.5 Lot No. 36 Assessors Parcel 32-370-012	Unit No.5 Lot No. 360 Assessors Parcel 23-380-006
Unit No.5 Lot No. 361 Assessors Parcel 23-380-007	Unit No.5 Lot No. 362 Assessors Parcel 23-380-008	Unit No.5 Lot No. 363 Assessors Parcel 23-380-009
Unit No.5 Lot No. 364 Assessors Parcel 23-380-010	Unit No.5 Lot No. 365 Assessors Parcel 23-370-016	Unit No.5 Lot No. 366 Assessors Parcel 23-370-017
Unit No.5 Lot No. 367 Assessors Parcel 23-370-018	Unit No.5 Lot No. 368 Assessors Parcel 23-370-019	Unit No.5 Lot No. 369 Assessors Parcel 23-370-006
Unit No.5 Lot No. 37 Assessors Parcel 32-370-011	Unit No.5 Lot No. 370 Assessors Parcel 23-350-016	Unit No.5 Lot No. 371 Assessors Parcel 23-350-017
Unit No.5 Lot No. 372 Assessors Parcel 23-350-015	Unit No.5 Lot No. 373 Assessors Parcel 23-350-014	Unit No.5 Lot No. 374 Assessors Parcel 23-350-013
Unit No.5 Lot No. 375 Assessors Parcel 23-320-015	Unit No.5 Lot No. 376 Assessors Parcel 23-320-016	Unit No.5 Lot No. 378 Assessors Parcel 23-350-012
Unit No.5 Lot No. 379 Assessors Parcel 23-350-011	Unit No.5 Lot No. 38 Assessors Parcel 32-370-010	Unit No.5 Lot No. 380 Assessors Parcel 23-350-010
Unit No.5 Lot No. 381 Assessors Parcel 23-350-009	Unit No.5 Lot No. 382 Assessors Parcel 23-350-008	Unit No.5 Lot No. 383 Assessors Parcel 23-370-005
Unit No.5 Lot No. 384 Assessors Parcel 23-370-004	Unit No.5 Lot No. 385 Assessors Parcel 23-370-003	Unit No.5 Lot No. 386 Assessors Parcel 23-370-002

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 387 Assessors Parcel 23-370-001	Unit No.5 Lot No. 388 Assessors Parcel 23-350-007	Unit No.5 Lot No. 389 Assessors Parcel 23-350-006
Unit No.5 Lot No. 39 Assessors Parcel 23-350-005	Unit No.5 Lot No. 39 Assessors Parcel 32-380-003	Unit No.5 Lot No. 391 Assessors Parcel 23-320-007
Unit No.5 Lot No. 392 Assessors Parcel 23-320-008	Unit No.5 Lot No. 393 Assessors Parcel 23-320-009	Unit No.5 Lot No. 394 Assessors Parcel 23-320-010
Unit No.5 Lot No. 395 Assessors Parcel 23-320-011	Unit No.5 Lot No. 396 Assessors Parcel 23-320-012	Unit No.5 Lot No. 397 Assessors Parcel 23-320-013
Unit No.5 Lot No. 398 Assessors Parcel 23-320-014	Unit No.5 Lot No. 4 Assessors Parcel 32-370-016	Unit No.5 Lot No. 40 Assessors Parcel 32-380-004
Unit No.5 Lot No. 41 Assessors Parcel 32-380-005	Unit No.5 Lot No. 42 Assessors Parcel 32-380-006	Unit No.5 Lot No. 43 Assessors Parcel 32-380-007
Unit No.5 Lot No. 46 Assessors Parcel 32-390-019	Unit No.5 Lot No. 47 Assessors Parcel 32-390-018	Unit No.5 Lot No. 48/49/ Assessors Parcel 32-390-039
Unit No.5 Lot No. 4849B Assessors Parcel 32-390-040	Unit No.5 Lot No. 5 Assessors Parcel 32-370-015	Unit No.5 Lot No. 52 Assessors Parcel 32-390-014
Unit No.5 Lot No. 531B Assessors Parcel 32-150-034	Unit No.5 Lot No. 54 Assessors Parcel 32-390-012	Unit No.5 Lot No. 56A Assessors Parcel 32-390-035
Unit No.5 Lot No. 56B Assessors Parcel 32-390-036	Unit No.5 Lot No. 57A Assessors Parcel 32-390-037	Unit No.5 Lot No. 57B Assessors Parcel 32-390-038
Unit No.5 Lot No. 58 Assessors Parcel 32-420-026	Unit No.5 Lot No. 59 Assessors Parcel 32-420-025	Unit No.5 Lot No. 6 Assessors Parcel 32-370-014
Unit No.5 Lot No. 60 Assessors Parcel 32-420-024	Unit No.5 Lot No. 61 Assessors Parcel 32-420-023	Unit No.5 Lot No. 62 Assessors Parcel 32-390-008
Unit No.5 Lot No. 64 Assessors Parcel 32-390-006	Unit No.5 Lot No. 65 Assessors Parcel 32-390-005	Unit No.5 Lot No. 66 Assessors Parcel 32-390-004
Unit No.5 Lot No. 67 Assessors Parcel 32-390-003	Unit No.5 Lot No. 69 Assessors Parcel 32-400-033	Unit No.5 Lot No. 70 Assessors Parcel 32-390-028
Unit No.5 Lot No. 72 Assessors Parcel 32-390-026	Unit No.5 Lot No. 73 Assessors Parcel 32-390-025	Unit No.5 Lot No. 74 Assessors Parcel 32-390-024
Unit No.5 Lot No. 75 Assessors Parcel 32-390-023	Unit No.5 Lot No. 76 Assessors Parcel 32-390-022	Unit No.5 Lot No. 79 Assessors Parcel 32-390-029

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "B," LEGAL DESCRIPTION OF THE PROPERTIES

Unit No.5 Lot No. 8
Assessors Parcel 32-380-036

Unit No.5 Lot No. 84
Assessors Parcel 32-380-001

Unit No.5 Lot No. 88A
Assessors Parcel 32-370-018

Unit No.5 Lot No. 9
Assessors Parcel 32-380-035

Unit No.5 Lot No. 93
Assessors Parcel 32-370-001

Unit No.5 Lot No. 97
Assessors Parcel 32-390-030

Unit No.5 Lot No. 99
Assessors Parcel 32-360-014

Unit No.5 Lot No. 81
Assessors Parcel 32-390-034

Unit No.5 Lot No. 85
Assessors Parcel 32-370-009

Unit No.5 Lot No. 88B
Assessors Parcel 32-370-019

Unit No.5 Lot No. 90
Assessors Parcel 32-370-004

Unit No.5 Lot No. 94
Assessors Parcel 32-400-035

Unit No.5 Lot No. 98A
Assessors Parcel 32-360-021

Unit No.5 Lot No. 83
Assessors Parcel 32-380-002

Unit No.5 Lot No. 86
Assessors Parcel 32-370-008

Unit No.5 Lot No. 89
Assessors Parcel 32-370-005

Unit No.5 Lot No. 91
Assessors Parcel 32-370-003

Unit No.5 Lot No. 95
Assessors Parcel 32-400-034

Unit No.5 Lot No. 98B
Assessors Parcel 32-360-022

**FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "C", LEGAL DESCRIPTION OF THE COMMON AREA**

All Association roads (approximately 20 miles), culverts and drainage ditches occupy road easements across most of the individual lots. The only Common Area owned by the Association is Lot Number 198D (Amador County Tax Assessor Parcel Number 32-120-015) located at 27039 Inspiration Drive East, Pioneer, California 95666. This lot is approximately three acres. Improvements on this lot include:

1. Shop building used (a) to store and repair vehicles and related road maintenance equipment and (b) as a meeting place for the Association members and officers;
2. Roofed vehicle storage area (under construction as of August 15, 1994) attached to the shop building;
3. Parking lot and storage area for vehicles and road repair materials (primarily gravel);
4. Fire reservoir and related dams and waterways (not available for recreational use); and
5. A very limited recreation area with amenities limited to trees and shrubs, pathways and two picnic tables.