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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
UNIVERSITY SQUARE**

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UNIVERSITY SQUARE**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
UNIVERSITY SQUARE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF UNIVERSITY SQUARE ("Declaration") is made by RAVENSWOOD VILLAGE, LLC., a California limited liability company, ("Declarant").

**ARTICLE I
INTENTION OF DECLARATION**

1.1 PROPERTY OWNED BY DECLARANT: Declarant is the owner of all the real property and Improvements thereon located in the City of East Palo Alto, County of San Mateo, State of California, described as follows:

Lots 1 through 217, inclusive, as shown on the subdivision map of Tract 98-3 filed for record on June 3, 1999, in Book 129 of Maps at Pages 40 through 46, inclusive, in the Official Records of the County of San Mateo, State of California.

1.2 APPLICABILITY OF RESTRICTIONS: Declarant hereby declares that the Project and all Improvements thereon are subject to the provisions of this Declaration. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, development and management of the Project as a residential subdivision. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Project.

ARTICLE II DEFINITIONS

Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in this Declaration, the Map and any grant deed to a Lot shall have the meanings specified in this Article.

2.1 **ADDITIONAL CHARGES:** The term “Additional Charges” shall mean costs, fees, charges and expenditures, including without limitation, attorneys’ fees, late charges, interest and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of assessments, fines and/or penalties.

2.2 **ALTERATION:** The term “Alteration” shall mean constructing, performing, installing, remodeling, repairing, replacing, demolishing, and/or changing the color or shade of any Improvement.

2.3 **ARTICLES:** The term “Articles” shall mean the Articles of Incorporation of University Square Owners’ Association, which are or shall be filed in the Office of the Secretary of State of the State of California.

2.4 **ASSOCIATION:** The term “Association” shall mean University Square Owners’ Association, its successors and assigns, a nonprofit mutual benefit corporation incorporated under the laws of the State of California.

2.5 **BOARD:** The term “Board” shall mean the Board of Directors of the Association.

2.6 **BUDGET:** The term “Budget” shall mean a pro forma operating budget prepared by the Board in accordance with Section 6.7.1 of this Declaration.

2.7 **BYLAWS:** The term “Bylaws” shall mean the Bylaws of the Association and any amendments thereto.

2.8 **CITY:** The term “City” shall mean the City of East Palo Alto, California.

2.9 **COUNTY:** The term “County” shall mean the County of San Mateo, State of California.

2.10 **DECLARANT:** The term “Declarant” shall mean Ravenswood Village, LLC., a California limited liability company. The term “Declarant” shall also mean any person or entity if (i) a certificate, signed by a Declarant and such person or entity has been recorded in the County in which such person or entity assumes the rights and duties of a Declarant to some portion of the Project, or (ii) such person or entity acquires all of the Project then owned by a Declarant which must be more than one (1) Lot. There may be more than one (1) Declarant at any given time.

2.11 **DECLARATION:** The term “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions of University Square and includes any subsequently recorded amendments.

2.12 **FIRST MORTGAGE:** The term “First Mortgage” shall mean a Mortgage which has priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Lot.

2.13 **FIRST MORTGAGEE:** The term “First Mortgagee” shall mean the Mortgagee of a First Mortgage. The term “First Mortgagee” shall also include an insurer or governmental guarantor of a First Mortgage including, without limitation, the Federal Housing Authority and the Department of Veteran’s Affairs.

2.14 IMPROVEMENTS: The term “Improvements” shall mean everything constructed, installed or planted on real property, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in Section 3106 of the California Civil Code, excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

2.15 INVITEE: The term “Invitee” shall mean any person whose presence within the Project is approved by or is at the request of the Association or a particular Owner, including, but not limited to, lessees, tenants, and the family, guests, employees, licensees or invitees of Owners, tenants or lessees.

2.16 LOT: The term “Lot” shall mean Lots 1 through 217, inclusive, as shown on the Map. Lot includes all Improvements situated thereon or therein.

2.17 MAP: The term “Map” shall mean the subdivision map of Tract 98-3 recorded on June 3, 1999, in Book 129 of Maps at Pages 40 through 46, inclusive, in the Official Records of the County, including any subsequently recorded amended final maps, parcel maps, certificates of correction, lot line adjustments and/or records of survey.

2.18 MEMBER: The term “Member” shall mean an Owner.

2.19 MORTGAGE: The term “Mortgage” shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

2.20 MORTGAGEE: The term “Mortgagee” shall mean a Mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

2.21 NOTICE AND HEARING: The term “Notice and Hearing” shall mean the procedure which gives an Owner notice of an alleged violation of the Project Documents and the opportunity for a hearing before the Board.

2.22 OWNER: The term “Owner” shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one person owns a single Lot, the term “Owner” shall mean all owners of that Lot. The term “Owner” shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude the contract vendor and any person having an interest in a Lot merely as security for performance of an obligation.

2.23 PARTY FENCE: The term “Party Fence” shall mean any portion of a fence which is constructed and placed so as to physically separate one (1) Lot from another Lot, whether the fence is situated approximately along a common Lot boundary or an easement boundary.

2.24 PROJECT: The term “Project” shall mean Lots 1 through 217, inclusive, as shown on the Map and all Improvements thereon.

2.25 PROJECT DOCUMENTS: The term “Project Documents” shall mean the Articles, Bylaws, this Declaration and the Rules.

2.26 RESIDENCE: The term “Residence” shall mean a dwelling situated on a Lot, including any garage also situated on a Lot.

2.27 RULES: The term “Rules” shall mean the rules adopted by the Board, including architectural guidelines, restrictions and procedures.

2.28 VISIBLE: The term “Visible” shall mean the item described can be seen by a six (6) foot tall person standing on the described area, or if no area is described, on any portion of the street which provides access to the Residence.

ARTICLE III
OWNERSHIP AND EASEMENTS

3.1 NON-SEVERABILITY: The ownership interests in the Lots described in this Article are subject to the easements described, granted and reserved in this Declaration. Each of the easements described, granted or reserved herein shall be established upon the recordation of this Declaration and shall be enforceable as equitable servitudes and covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of the Project.

3.2 OWNERSHIP OF LOTS: Title to each Lot in the Project shall be conveyed in fee to an Owner.

3.3 OWNERSHIP OF PARTY FENCES: Once a Party Fence has been constructed, each Owner of a Lot upon which a Party Fence is situated shall own that portion of the fence from the surface which faces the Owner's Lot up to the center of the Party Fence. Prior to that time, the Owner who constructed the Party Fence shall own it. If a dispute arises between the Owners of the Party Fence and each Owner acquired title to that Owner's Lot from Declarant, Declarant shall have the right to enter and adjust the fence as Declarant determines appropriate to resolve the situation until Declarant no longer owns any Lot in the Project.

3.4 EASEMENTS: The easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to Lots.

3.4.1 Easements On Map: The Lots are subject to the easements and rights of way shown on the Map.

3.4.2 Party Fences: Each Owner of a Lot containing a Party Fence shall have a reciprocal non-exclusive easement over and across such portions of the contiguous Lot as are necessary to maintain the Party Fence.

3.4.3 Use Easements: The pairs of Lots identified on Exhibits "A" and "B" attached to this Declaration are each benefitted by a Use Easement over the adjacent Lot and burdened by a Use Easement in favor of the adjacent Lot. Each Use Easement is shown on the Map as "4' CUE". The Use Easements are subject to the provisions of Section 4.20.

(a) Each Lot which is described on Exhibit "A" as a "Dominant Tenement" attached to this Declaration is benefitted by a Use Easement over the Lot described on Exhibit "A" as the Servient Tenement. The Use Easements described on Exhibit "A" are also called Backyard Easements. Each Dominant Tenement shall have an exclusive right and easement appurtenant to it over, under, across and through the Backyard Easement for the purposes of permitting the Owner of the Dominant Tenement and the Owner's Invitees to use, landscape and irrigate the Backyard Easement, subject to the limitations contained in this Declaration.

(b) Each Lot which is described on Exhibit "B" as a "Dominant Tenement" attached to this Declaration is benefitted by a Use Easement over the Lot described on Exhibit "B" as the Servient Tenement. The Use Easements described on Exhibit "B" are also called Frontyard Easements. Each Dominant Tenement shall have an exclusive right and easement appurtenant to it over, under, across and through the Frontyard Easement for the purposes of permitting the Owner of the Dominant Tenement and the Owner's Invitees to install, maintain, repair, and replace a driveway and walkways serving the Dominant Tenement and for landscaping and irrigation of any planting areas contained within the Front Yard Easement, subject to the rights of the Owner of the Servient Tenement to install, maintain, repair

and replace drainage pipes which carry water from the Servient Tenement to the public storm drain system.

3.4.4 Mailboxes: Each Owner whose mailbox is located on a Lot other than that Owner's Lot shall have a non-exclusive easement for the use, maintenance, repair and replacement of the mailbox over those portions of the Lot on which the mailbox is located.

3.4.5 Utilities: Each Owner shall have a non-exclusive right and easement over, under, across and through the Project, except for portions of the Project on which a structure is situated, for utility lines, pipes, wires and conduits installed by Declarant.

3.4.6 Storm Drains: There are reserved and granted for the benefit of each Lot over, under, across and through the Project, except for portions of the Project on which a structure is situated, non-exclusive easements for surface and subsurface storm drains and the flow of storm waters in accordance with natural drainage patterns and the drainage patterns and Improvements installed or constructed by Declarant.

3.4.7 Encroachment: Non-exclusive rights and easements are reserved and granted for the benefit of each Lot, as dominant tenement, over, under and across each other Lot, as servient tenement, for the purposes of encroachment, support, occupancy and use of such portions of Lots as shall be encroached upon, used and occupied by the dominant tenement as a result of any original construction design, accretion, erosion, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building or structure or any portion thereof. If any portion of the Project is partially or totally destroyed, the encroachment easement shall exist for any replacement structure which is rebuilt pursuant to the original construction design. The easement for maintenance of the encroaching Improvement shall exist for as long as the encroachment exists; provided, however, that no easement for encroachment shall be created due to the willful misconduct of the Association or any Owner. Any easement for encroachment may but need not be cured by repair or restoration of the Improvement.

3.4.8 Support, Maintenance and Repair: The Association and each Owner shall have a non-exclusive right and easement appurtenant to all Lots through each other Lot for the support, maintenance and repair of all Lots.

3.4.9 Association's Easements: The Association and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary to perform the duties and obligations of the Association set forth in the Project Documents, including the right to enter upon Lots, subject to the limitations contained in this Declaration.

3.4.10 Additional Easements: Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Project.

ARTICLE IV USE RESTRICTIONS

4.1 **ALTERATIONS:** Except as otherwise specifically provided in this Declaration, no Alteration may be made to any Improvement until plans have been submitted and approved pursuant to Article IX.

4.2 **ANIMALS:** An Owner may keep two (2) customarily uncaged household pets within the Owner's Lot. Each Owner may also maintain a reasonable number of small caged animals, birds or fish. Unless the Rules increase the number or type of animals which may be kept, no other animals or pets are permitted in the Project. The Board shall have the right to prohibit the maintenance of any pet which, after Notice and Hearing, is found to be a nuisance to other Owners. No animals may be kept for commercial purposes.

4.3 **ANTENNAS AND SATELLITE DISHES:** No outside television antenna, microwave or satellite dish, aerial, or other such device (collectively "Video Antennas") with a diameter or diagonal measurement in excess of one (1) meter shall be erected, constructed or placed on any Lot. Video antennas with a diameter or diagonal measurement of one (1) meter or less may be installed only if they conform to the Architectural Standards and, if then required by the Architectural Standards, any necessary approval is obtained in accordance with the provisions of Article IX. Reasonable restrictions which do not significantly increase the cost of the Video Antenna system or significantly decrease its efficiency or performance may be imposed.

4.4 **DRAINAGE:** No Owner shall make any Alteration to the drainage patterns and facilities in the Project until plans have been submitted and approved pursuant to Article IX and any public authority with jurisdiction over the Alteration.

This Declaration provides notice to each Owner to devote great care and attention to grading and to establishing and maintaining positive drainage away from the entire foundation line of the Owner's Residence. Positive drainage is achieved by shaping Lot grades, establishing drainage "swales" or installing underground area drains. The swales and drains provide a receptacle and conduit to drain water away from the foundation, and the rear, side and front of the Residence to offsite drainage disposal. Swales also prevent drainage water from moving across a Lot to another Lot. This Declaration also provides notice to each Owner that if existing drainage swales established on the Lot and around the Residence are interrupted, blocked, filled, or otherwise altered, serious damage can result. Drainage must not be allowed to pond in a yard or run against or under a Residence, foundation, garage floor, driveway or other Improvement. Serious damage can result even during a short period of time.

If a Residence constructed by Declarant has a roof gutter system and downspouts which are directly connected to the Project's storm drainage system, the Residence shall remain connected to the Project storm drainage system at all times. The Owner of such a Residence may not alter the Residence in any manner which results in additional roof waters draining anywhere other than directly into the Project's storm drainage system. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created by Declarant except through the use of a positive drainage device and then only if the drainage device does not materially affect the concentration or flow direction of drainage water.

4.5 **INVITEES:** Each Owner shall be responsible for compliance with the provisions of the Project Documents by that Owner's Invitees. An Owner shall promptly pay any Reimbursement

Assessment levied and/or any fine or penalty imposed against an Owner for violations committed by that Owner's Invitees.

4.6 LANDSCAPING EQUIPMENT: Landscaping equipment, including hoses and garden tools shall not be kept outside or be attached to the exterior of any Residence unless such equipment is not Visible.

4.7 MAILBOXES: No Alteration shall be made to any mailbox installed by Declarant, unless such Alteration is first approved pursuant to Article IX. Unless installed by Declarant or approved by the Architectural Committee, there shall be no exterior newspaper tubes or freestanding mailboxes placed on any Lot.

4.8 MECHANICAL EQUIPMENT: All mechanical equipment and any equipment located on any rooftop must be screened from the view of adjacent Lots, public and private right-of-ways and other surrounding land.

4.9 MINERAL EXPLORATION: No Lot shall be used to explore for or to remove any water, oil, hydrocarbons or minerals of any kind without the approval of the Board and only if permitted by local ordinances.

4.10 PARKING: Vehicles shall not be parked anywhere in the Project except wholly within garages or driveways and upon public streets. No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle shall be parked or stored on any driveway. Unless otherwise provided for in the Rules, garage doors shall remain closed, except when the garage is in use. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed. As long as applicable ordinances and laws are observed, including the requirements of Section 22658.2 of the California Vehicle Code, any vehicle which is in violation of this Declaration may be removed.

4.11 PAINT COLORS: The exterior of any Residence or other Improvement on any Lot may not be painted or repainted except in exterior paint color combinations selected only from those color combinations which were originally used by Declarant within the Project. Portions of one color combination may not be mixed with portions of any other combination. Trim colors and house colors may not be reversed or interchanged. As used in this Section, "color" shall mean the same hues, intensities, tones, and shades as used within the Project. Any variations from these standards must first be approved by the Architectural Committee.

4.12 RENTAL OF LOTS: An Owner shall be entitled to rent or lease a Lot, if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Project Documents and a failure to comply with any provision of the Project Documents shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than thirty (30) days; (iii) the Owner gives notice of the tenancy to the Board and has otherwise complied with the terms of the Project Documents; and (iv) the Owner gives each tenant a copy of the Project Documents.

4.13 RULES: The Board may promulgate Rules concerning the use of the Project by Owners and their Invitees. Neither an Owner nor its Invitees shall violate any provision of this Declaration, the Bylaws or the Rules as the same may be amended from time to time.

4.14 SIGNS: All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances. The only signs of any kind which may be displayed to the public view on or from any Lot shall be as follows:

4.14.1 Declarant: Signs may be displayed by Declarant on unsold Lots, as Declarant deems appropriate, advertising Lots owned by Declarant for sale or rent;

4.14.2 Legal Proceedings: Signs required by legal proceedings may be displayed;

4.14.3 Project Identification: Appropriate signs may be displayed by the Association to identify the Project;

4.14.4 Sale or Rent: One (1) sign of reasonable dimensions may be placed on a Lot advertising the Lot for sale or rent; and

4.14.5 Signs Approved By Board: Other signs, posters and notices approved by the Board or specified in the Rules or in this Declaration may be posted in locations designated by the Board.

4.15 SOLAR PANELS: No solar collectors, panels, or other devices shall be erected, constructed or placed on any Lot or Residence without the prior approval of the Architectural Committee.

4.16 SPORTS EQUIPMENT: No basketball standards, fixed sports apparatus or similar equipment shall be attached to the exterior of any Residence or permanently placed on any Lot except in accordance with the provision of Article IX.

4.17 STORAGE OF WASTE MATERIALS: All garbage, trash and accumulated waste material shall be placed in appropriate covered containers. Containers holding recyclable materials need not be covered. Any containers provided by the Association may be stored in locations designated by the Board. Containers provided by Owners may be placed where Visible only on the night before and the day that pick-up is to occur. When not in use, gardening equipment and tools shall be stored within the Owner's garage, any enclosed storage which was approved pursuant to the provisions of Article XI or within an enclosed yard as long as the tools and equipment are screened from the view of a person standing outside on a neighboring Lot or on a street located within the boundaries of the Project.

4.18 TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a Residence either temporarily or permanently.

4.19 UNSIGHTLY ITEMS: All weeds, rubbish, debris or unsightly material or objects of any kind shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. There shall be no clothes lines, refuse containers, trash cans, wood piles, storage facilities, machinery or equipment stored within any Lot where Visible.

4.20 USE EASEMENTS: If a dispute should arise between the Owners with respect to the application of this Section or any other matters pertaining to the use or maintenance of the Use Easements, the dispute shall be submitted to the Board for resolution and the decision of the Board shall be final.

4.20.1 Backyard Easements: The Owner of a Backyard Easement shall not (i) place any dirt or fill against the Residence constructed on the Servient Tenement, (ii) place any structure or install any landscaping within the Backyard Easement which could materially interfere with maintenance of the Servient Tenement Residence by the Owner of the Servient Tenement, (iii) perform any Alteration of the grade or drainage in any manner which could direct water towards or trap water against the Servient Tenement Residence or (iv) install irrigation that might cause damage to the exterior surfaces of the Residence on the Servient Tenement. The Owner of the Servient Tenement shall have no right to enter upon or use the Backyard Easement except for the purposes of performing such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair or replacement of the Residence on the Servient Tenement and then only upon seventy two (72) hours notice to the Owner of the Dominant Tenement, except in an emergency. The Owner of the Servient Tenement shall not be liable for any reasonable damage to landscaping or other Improvements situated on the Yard Easement in violation of (ii), above. Each Owner of a Dominant Tenement shall be responsible for all landscaping and other Improvements situated within the Backyard Easement.

4.20.2 Frontyard Easements: The Owner of a Frontyard Easement shall not (i) place any dirt or fill against the Residence constructed on the Servient Tenement, (ii) place any structure or install

any landscaping within the Backyard Easement which could materially interfere with maintenance of the Servient Tenement Residence by the Owner of the Servient Tenement, (iii) perform any Alteration of the grade or drainage in any manner which could direct water towards or trap water against the Servient Tenement Residence or (iv) install irrigation that might cause damage to the exterior surfaces of the Residence on the Servient Tenement. The Owner of the Servient Tenement shall have no right to enter upon or use the Frontyard Easement except for the purposes of performing such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair or replacement of (i) the Residence on the Servient Tenement or (ii) utility and drainage lines and connections serving the Servient Tenement and then only upon seventy two (72) hours notice to the Owner of the Dominant Tenement, except in an emergency.

4.21 USE AND OCCUPANCY OF RESIDENCES: Garages and attics may not be converted to living space. Each Residence may be used for (i) residential purposes, (ii) uses within Residences which cannot be prohibited under federal or state law and (iii) uses permitted by local ordinance (provided that home occupations must be conducted in a manner that does not materially and adversely impact the ability of other Owners to use and enjoy the Project). Otherwise, no business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Project, except for the business of Declarant in completing the development and disposition of the Lots in the Project. No Owner may permit or cause anything to be done or kept upon or in a Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all federal, state and local governmental authorities, and all laws, ordinances, rules and regulations applicable to the Owner's Lot.

ARTICLE V IMPROVEMENTS

5.1 MAINTENANCE OF IMPROVEMENTS: The Association shall be responsible for maintaining, repairing, replacing, operating, painting and otherwise caring for the following Improvements which shall be kept in first class condition.:

5.1.1 Entry Monuments: Any entry monumentation which identifies the Project shall be maintained and repaired by the Association.

5.1.2 Graffiti: The Association shall promptly remove all graffiti from the exterior surfaces of the side and rear yard fences on Lots 14, 15, 29, 41, 42, 54, 55, 64, 66, 76, 77, 86, 88, 97, 98, 108, 110, 120, 132, 134, 146, 148 through 152, inclusive, 169, 178, 179, 188, 189, 197, 198, 206 and 217.

5.2 MAINTENANCE OF LOTS AND RESIDENCES: Each Owner shall maintain and care for the Owner's Lot, including the Residence and other Improvements located thereon, in a manner consistent with the standards established by the Project Documents and other well maintained residential areas in the vicinity of the Project and in compliance with the Architectural Standards.

5.3 ALTERATIONS TO LOTS AND RESIDENCES: Alterations may be made to the interior of an Owner's Residence, if the Owner complies with all laws and ordinances regarding alterations and remodeling. Any proposals for Alterations which are Visible on Lots or to the exteriors of Residences shall be made in accordance with the provisions of Article IX.

5.4 MAINTENANCE AND REPAIR OF SHARED IMPROVEMENTS:

5.4.1 Party Fences: The Owners of a Party Fence shall be responsible for maintaining, repairing and replacing it. The costs of such maintenance, repair and/or replacement shall be shared equally by the Owners; provided, however, that all costs of any maintenance, repair or replacement necessitated by the negligent or willful action of an Owner shall be borne by that Owner. In the absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by an Owner shall entitle that Owner to a right of contribution from the other Owners of the Party Fence. The right of contribution shall be appurtenant to the Lot and shall pass to the successor(s) in interest of the Owner entitled to contribution.

5.4.2 Retaining Walls: Each Owner of a Lot which has a retaining wall which crosses from one Lot to another Lot shall maintain, repair and replace the portion of the retaining wall which is on the Owner's Lot. If the portion of the retaining wall that needs to be repaired is the portion which crosses over a Lot boundary common to two (2) Lots, that retaining wall shall be deemed to be a party fence, subject to the provisions of Section 5.4.1 of this Declaration, and the Owners of the two (2) Lots shall be jointly responsible for the repair.

5.5 LANDSCAPING: Each Owner shall maintain all landscaping located within the Owner's Lot and within the public right-of-way which adjoins the Owner's Lot, unless the right-of-way is publicly maintained.

5.5.1 Standards: All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well maintained residential areas in the vicinity of the Project. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Other specific restrictions on landscaping may be

established in the Rules. Irrigation systems, if any, shall be fully maintained in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.

5.5.2 Installation Requirements: If landscaping within Lots is not installed by Declarant, each Owner shall install permanent landscaping (i) within the unenclosed portions of the Owner's Lot within six (6) months and (ii) within the enclosed portions of the Owner's Lot within one (1) year. The time periods shall begin when title to the Lot is conveyed to the Owner. Time periods may be extended by the Architectural Committee on a case by case basis.

5.6 RIGHT OF MAINTENANCE AND ENTRY BY ASSOCIATION: If an Owner fails to perform maintenance and/or repair which that Owner is obligated to perform pursuant to this Declaration, and if the Association determines, after Notice and Hearing given pursuant to the provisions of the Bylaws, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of the Project, the Association may cause such maintenance and/or repair to be performed. The costs of such maintenance and/or repair shall be charged to the Owner of the Lot as a Reimbursement Assessment. In order to effectuate the provisions of this Declaration, the Association may enter any Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Association is authorized to undertake. Entry within a Lot shall be made with as little inconvenience to an Owner as practicable and only after reasonable advance written notice of not less than forty-eight (48) hours, except in emergency situations.

5.7 DAMAGE AND DESTRUCTION: The term "restore" shall mean repairing, rebuilding or reconstructing a damaged Improvement to substantially the same condition and appearance in which it existed prior to fire or other casualty damage. If all or any portion of a Lot or Residence is damaged by fire or other casualty, the Owner shall either (i) restore the damaged Improvements or (ii) remove all damaged Improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration under (i) preceding must be performed so that the Improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article IX are complied with by the Owner. Unless extended by the Board, the Owner must commence such work within one hundred twenty (120) days after the damage occurs and must complete the work within one (1) year thereafter.

ARTICLE VI
FUNDS AND ASSESSMENTS

6.1 COVENANTS TO PAY: Declarant and each Owner covenant and agree to pay to the Association the assessments and any Additional Charges levied pursuant to this Article VI.

6.1.1 Liability for Payment: The obligation to pay assessments shall run with the land so that each successive record Owner of a Lot shall in turn become liable to pay all such assessments. No Owner may waive or otherwise escape personal liability for assessments or release the Owner's Lot from the charges hereof by abandonment of the Lot or any other attempt to renounce rights in any services within the Project. Each assessment shall constitute a separate assessment and shall also be a separate, distinct and personal obligation of the Owner of the Lot at the time when the assessment was levied and shall bind the Owner's heirs, devisees, personal representatives and assigns. Any assessment not paid when due is delinquent. The personal obligation of an Owner for delinquent assessments shall not pass to a successive Owner unless the personal obligation is expressly assumed by the successive Owner. No such assumption of personal liability by a successor Owner (including a contract purchaser under an installment land contract) shall relieve any Owner from personal liability for delinquent assessments. After an Owner transfers fee title of record to a Lot, the Owner shall not be liable for any charge thereafter levied against that Lot.

6.1.2 Funds Held in Trust: The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the Project as provided in this Declaration.

6.1.3 Offsets: No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

6.2 REGULAR ASSESSMENTS:

6.2.1 Payment of Regular Assessments: Regular Assessments for each fiscal year shall be established when the Board approves the Budget for that fiscal year. Regular Assessments shall be levied and collected on a fiscal year basis. Regular Assessments shall commence for each Lot on the date title to that Lot is conveyed from Declarant to the Owner.

6.2.2 Allocation of Regular Assessments: The total amount of the Association's anticipated revenue attributable to Regular Assessments as reflected in the Budget for that fiscal year shall be allocated equally among the Lots.

6.2.3 Non-Waiver of Assessments: If before the expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

6.3 SPECIAL ASSESSMENTS: Subject to the limitations set forth in Section 6.5, Special Assessments may be levied in addition to Regular Assessments for (i) correcting an inadequacy in the Current Operation Account, (ii) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements for which the Association is responsible, or (iii) paying for such other matters as the Board may deem appropriate for the Project. Special Assessments shall be levied in the same manner as Regular Assessments.

6.4 REIMBURSEMENT ASSESSMENTS: The Association shall levy a Reimbursement Assessment against an Owner to (a) reimburse the Association for the costs of repairing damage caused by that Owner or that Owner's Invitee or (b) if a failure to comply with the Project Documents has (i) necessitated an expenditure of monies, including attorneys' fees, by the Association to bring the Owner

or the Owner's Lot or Improvements into compliance or (ii) resulted in the imposition of a fine or penalty. A Reimbursement Assessment shall be due and payable to the Association when levied. A Reimbursement Assessment shall not be levied by the Association until Notice and Hearing has been given in accordance with the Bylaws.

6.5 LIMITATIONS ON ASSESSMENTS: All Regular and Special Assessments levied by the Board must comply with the provisions of Section 1366 of the California Civil Code, including the written ballot limitations and special voting and quorum requirements, even though the Project is not a common interest development as that term is defined in the Davis-Stirling Common Interest Development Act.

6.6 ACCOUNTS: Assessments collected by the Association shall be deposited into one or more accounts with a responsible financial institution.

6.7 BUDGET, FINANCIAL STATEMENTS, REPORTS AND STUDIES:

6.7.1 Preparation and Distribution of Budget: The Board shall annually prepare, adopt and distribute a Budget.

6.7.2 Notice of Increased Assessments: The Board shall provide notice by first-class mail to the Owners of any increase in Regular Assessments or the levy of any Special Assessments in accordance with the provisions of Section 1366 of the California Civil Code.

6.7.3 Statement of Outstanding Charges: Within ten (10) days of a written request by an Owner, the Association shall provide to the Owner a written statement which sets forth the amounts of delinquent assessments, penalties, attorneys' fees and other charges against that Owner's Lot. A charge for the statement may be made by the Association, not to exceed the reasonable costs of preparation and reproduction of the statement.

6.7.4 Schedule of Monetary Penalties: If the Board adopts a policy imposing any monetary penalty on or charging any fee to any Owner for a violation of the Project Documents by that Owner or that Owner's Invitee, the Board shall adopt a schedule of the monetary penalties that may be assessed for those violations. The penalties must be consistent with the Project Documents. A copy of the schedule shall be personally delivered or mailed by first-class mail, postage prepaid, to each Owner by the Board. Each time the schedule is modified, the Board shall again deliver a copy to each Owner, either personally or by first-class mail, postage prepaid.

6.8 ENFORCEMENT OF ASSESSMENTS: The Association, or its authorized representative, may enforce the obligations of the Owners to pay each assessment provided for in this Declaration by commencing and maintaining a suit at law against any Owner personally obligated to pay a delinquent assessment. The suit shall be maintained in the name of the Association. Any judgment rendered in any action shall include the amount of the delinquency, and such additional costs, fees, charges and expenditures ("Additional Charges") and any other amounts as the court may award. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such Additional Charges as the Association may incur or levy in the process of collecting from that Owner monies due and delinquent. All Additional Charges shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a Reimbursement Assessment. Additional Charges shall include, but not be limited to, the following:

(a) Attorneys' Fees: Reasonable attorneys' fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;

(b) Late Charges: A late charge in an amount to be fixed by the Board in accordance with the then current laws of the State of California to compensate the Association for additional collection

costs incurred in the event any assessment or other sum is not paid when due or within any “grace” period established by law;

(c) Costs of Suit: Costs of suit and court costs incurred as are allowed by the court;

(d) Interest: Interest on the delinquent assessment and Additional Charges at a rate fixed by the Board in accordance with the then current laws of the State of California; and

(e) Other: Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

The Association is not an “association,” as that term is defined in Section 1351(a) of the California Civil Code and shall not have or exercise any power that may be imputed to it to enforce the payment of assessments by establishing a lien against a Lot.

ARTICLE VII
MEMBERSHIP IN AND DUTIES OF THE ASSOCIATION

7.1 THE ORGANIZATION: The Association is a nonprofit mutual benefit corporation. Its affairs shall be governed by and it shall have the powers set forth in the Project Documents.

7.2 MEMBERSHIP: Each Owner (including Declarant for so long as Declarant is an Owner), by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a Member. Association membership is appurtenant to and may not be separated from the ownership of a Lot. Membership shall terminate upon termination of Lot ownership. Ownership of a Lot shall be the sole qualification for Association membership. Membership shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Lot (and then only to the transferee of title to such Lot). Any attempt to make a prohibited transfer is void. Membership may not be renounced. The rights, duties, privileges and obligations of all Members shall be as provided in the Project Documents.

7.3 VOTING: Any action required by law or by the Project Documents to be approved by the Owners or the Members shall be approved, if at all, in accordance with the procedures set forth in the Bylaws.

7.4 RULES: The Board may propose, adopt, amend and repeal Rules appropriate for the management of the Project, which are consistent with the Project Documents. The Rules may also establish architectural controls. After adoption, a copy of the Rules shall be furnished to each Owner. Owners shall be responsible for distributing the Rules to their tenants.

7.5 INSURANCE: The Board shall purchase any insurance policies it deems reasonable and appropriate to protect itself, its employees and any property for which the Association is responsible.

ARTICLE VIII
DEVELOPMENT RIGHTS

8.1 LIMITATIONS OF RESTRICTIONS: Declarant is undertaking the work of developing Lots and other Improvements within the Project. The completion of the development and the marketing, sale, lease, rental and/or other disposition of the Lots is essential to the establishment and welfare of the Project as a residential community. In order that the work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

8.2 RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION: Until Declarant no longer owns any Lot in the Project, Declarant, its contractors and subcontractors shall have the right to: (i) do within any Lot owned or controlled by it whatever is reasonably necessary or advisable in connection with the completion of the Project; and (ii) erect, construct and maintain within any Lot owned or controlled by it such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease, rental or otherwise. Each Owner acknowledges that: (a) the construction of the Project may occur over an extended period of time; (b) the Owner's quiet use and enjoyment of the Owner's Lot may be disturbed as a result of the noise, dust, vibrations and other nuisances associated with construction activities; and (c) the nuisances will continue until the completion of the construction of the entire Project.

8.3 APPEARANCE OF PROJECT: Declarant shall not be prevented from changing the exterior appearance of Residences, the landscaping or any other matter directly or indirectly connected with the Project in any manner deemed desirable by Declarant, if Declarant obtains all governmental consents required by law.

8.4 MARKETING RIGHTS: Declarant shall have the right to: (i) maintain model homes, signs, banners, flags, inflatable balloons, blimps, sales offices, leasing offices, rental offices, storage areas, parking lots and related facilities in any Lots owned or controlled by Declarant as are necessary or reasonable, in the opinion of Declarant, for the sale, lease, rental or other disposition of the Lots; (ii) use any Lots owned or controlled by Declarant in accordance with any promotional programs established from time to time by Declarant; and (iv) conduct its business of disposing of Lots by sale, lease, rental or otherwise.

8.5 AMENDMENT: The provisions of this Article may not be amended without the written consent of Declarant until Declarant no longer owns any Lot in the Project.

ARTICLE IX
ARCHITECTURAL AND LANDSCAPING CONTROL

9.1 APPLICABILITY:

9.1.1 Generally: Except as otherwise provided in this Declaration, proposals for Alterations (which includes all landscaping) shall be subject to the provisions of this Article and may not be made until approved in accordance with the provisions of this Article. The provisions of this Declaration requiring architectural approvals includes planting or removing landscaping including within enclosed yards.

9.1.2 Exceptions: The provisions of this Declaration requiring architectural approvals shall not apply to repainting or refinishing any Improvement in the same color, hue, intensity, tone, and shade or repairing or replacing any Improvement with the same materials. The Architectural Standards may establish additional exceptions from time to time.

9.1.3 Declarant Exemption: The provisions of this Declaration requiring architectural approvals shall not apply to the original construction of any Improvements on a Lot by Declarant, its agents, contractors or employees. The provisions of this paragraph may not be amended without the consent of Declarant until all of the Lots in the Project owned by Declarant have been conveyed.

9.2 RESERVATION TO DECLARANT: Notwithstanding the power of the Board to appoint committees, Declarant hereby reserves to itself the right to appoint an Architectural Committee in accordance with the provisions of this Article. When there is no longer any Member appointed by Declarant on the Committee, the Board may decide to dissolve the Committee and undertake the Committee's responsibilities.

9.3 MEMBERS: The Architectural Committee ("Committee") shall consist of a chairman and two (2) additional members. Persons appointed to the Committee by the Board shall be Members of the Association. Persons appointed to the Committee by the Declarant need not be Members of the Association. All members shall serve until the expiration of the term for which they were appointed, if specified by the Board, or until they resign or are replaced. Declarant may appoint all of the original members of the Committee and all replacements until Declarant no longer owns any Lot in the Project. Upon the conveyance of one hundred percent (100%) of all Lots, the terms of all members appointed by Declarant shall terminate and replacement members shall be appointed by the Board. Thereafter, the Board shall appoint all of the members of the Committee or dissolve the Committee as provided in Section 9.2, above.

9.4 DUTIES AND POWERS:

9.4.1 Duties: The Committee shall review and approve, conditionally approve, or deny all plans, submittals, applications and requests made or tendered to it by Owners or their agents, pursuant to the provisions of this Declaration. In connection therewith, the Committee may investigate and consider the architecture, design, layout, landscaping, energy conservation measures, water conservation measures, fence detail, and other features of the proposed Improvements.

9.4.2 Architectural Standards: The Committee, from time to time and in its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards may impose specific requirements on individual Lots if those requirements are reasonable in light of specific Lot topography, visibility or other factors. The Architectural Standards shall be effective when they are adopted by the Committee. The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes

and materials, landscaping, fences, and similar features which may be used in the Project; provided, however, that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration. The Architectural Standards may include a schedule of fees for processing submittals (which shall not exceed the amount necessary to defray all costs incurred by the Committee in processing the submittals) and establish the time and manner in which such fees shall be paid. The Architectural Standards shall constitute Rules.

9.4.3 Powers: The Committee may adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters. The Committee may also adopt criteria, consistent with the purpose and intent of this Declaration to be used in making its determination to approve, conditionally approve or deny any matter submitted to it for decision.

9.4.4 Consultants: With the consent of the Board, the Committee may hire and the Association shall pay consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Committee in performing its duties.

9.5 APPLICATION FOR APPROVAL OF IMPROVEMENTS: Any Owner, except Declarant and its designated agents, who wants to perform any Alteration for which approval is required shall notify the Committee in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Committee.

9.6 BASIS FOR APPROVAL OF IMPROVEMENTS: The Committee may approve the proposal only if the Committee finds that (i) the plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time the proposal was submitted and (ii) the proposed Alteration will be consistent with the standards of the Project and the provisions of this Declaration as to harmony of exterior design, visibility with respect to existing structures and environment, and location with respect to topography and finished grade elevation.

9.7 FORM OF APPROVALS, CONDITIONAL APPROVALS AND DENIALS: All approvals, conditional approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within sixty (60) days from the date of submission shall be deemed approved.

9.8 PROCEEDING WITH WORK: Upon approval of the Committee, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within one (1) year from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Committee finds that there has been no change in the circumstances under which the original approval was granted.

9.9 FAILURE TO COMPLETE WORK: Completion of the work approved must occur within eighteen (18) months following the approval of the work unless the Committee determines that completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the Owner's control. If the Owner fails to complete the work within the eighteen (18) month period, the Committee may notify the Owner in writing of the non-compliance and shall proceed in accordance with the provisions of Section 9.11, below.

9.10 DETERMINATION OF COMPLIANCE: Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

9.10.1 Notice of Completion: Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Committee.

9.10.2 Inspection: Within sixty (60) days after the Committee's receipt of the Owner's notice of completion, or, if the Owner fails to give a written notice of completion to the Committee within the completion period specified in Section 9.9, above, a designee of the Committee shall inspect the work performed and determine whether it was performed and completed in substantial compliance with the approval granted. If the Committee finds that the work was not performed or completed in substantial compliance with the approval granted or if the Committee finds that the approval required was not obtained, the Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

9.11 FAILURE TO REMEDY THE NON-COMPLIANCE: If the Committee has determined that an Owner has not constructed an Improvement consistent with the specifications of the approval granted or within the time permitted for completion and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Committee shall notify the Board, and the Board shall provide Notice and Hearing to consider the Owner's continuing non-compliance. At the Hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated costs of correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner as a Reimbursement Assessment.

9.12 WAIVER: Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

9.13 APPEAL OF DECISION OF COMMITTEE: This Section does not apply if the Board has dissolved the Committee or during the period of time that a majority of the Members of the Architectural Committee have been appointed by Declarant. If the Owner who applied or who the Committee determined should have applied for approval of an Alteration on a Lot or Residence disputes the jurisdiction or powers of the Committee or any requirement, rule, regulation or decision of the Committee applicable to the denial or conditional approval of the Owner's application (collectively referred to as "decision"), that Owner may appeal such decision to the Board. The Board shall notify the Owner of the time, date and place of a hearing to review the decision of the Committee. The notice shall be given at least fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States mail, first class, postage prepaid, addressed to the Owner at the address given by the Owner to the Board for the purpose of service of notices or to the address of the Owner's Lot if no other address has been provided. After the hearing has taken place, the Board shall notify the Owner of its decision. The decision shall become effective not less than five (5) days after the date of the hearing. The determination of the Board shall be final.

9.14 LIABILITY: If members of the Architectural Committee have acted in good faith, neither the Committee nor any member shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

9.15 EVIDENCE OF APPROVAL OR DISAPPROVAL: After a determination of compliance is made pursuant to Section 9.10, the Board may issue a written Notice of Architectural Determination. The Notice of Architectural Determination shall be executed by any two (2) Directors and shall certify

that as of the date of the Notice either (i) the work completed complies with the provisions of this Declaration and the approval(s) issued by the Architectural Committee ("Notice of Approval") or (ii) the work completed does not comply with the provisions of this Declaration or the approval(s) issued by the Architectural Committee ("Notice of Disapproval"). A Notice of Disapproval shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on a Notice of Architectural Determination with respect to the matters set forth. Each Owner shall disclose to the Owner's subsequent purchaser any Notice of Disapproval unless the Owner has a subsequently issued Notice of Approval which covers the same Alteration. The Notice of Architectural Determination shall be conclusive as between the Association, the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them. Any Owner may make a written request that the Board prepare and execute a Notice of Architectural Determination, and the Board shall do so within sixty (60) days of its receipt of the request.

ARTICLE X
AMENDMENT AND ENFORCEMENT

10.1 AMENDMENTS: Prior to the conveyance of the first Lot to an Owner other than a Declarant, any Project Document may be amended by Declarant alone. After the conveyance of the first Lot, the Project Documents may be amended by the approval of the Members; provided however, that no provision of this Declaration which provides for a vote of more than fifty-one percent (51%) may be amended by a vote less than the percentage specified in the Section to be amended. Any amendment to this Declaration shall be effective upon the recordation in the Official Records of the County of an instrument executed by the President and Secretary of the Association which sets forth the terms of the amendment and a statement which certifies that the required percentage of Members have approved the amendment.

10.2 ENFORCEMENT:

10.2.1 Rights to Enforce: Subject to the provisions of Section 10.6, Declarant, the Association and/or any Owner shall have the power to enforce the provisions of the Project Documents in any manner provided by law or in equity and in any manner provided in this Declaration. In addition to instituting appropriate legal action, the Association may temporarily suspend an Owner's voting rights and/or levy a fine against an Owner in a standard amount to be determined by the Board from time to time. No determination of whether a violation has occurred shall be made until Notice and Hearing has been provided to the Owner pursuant to the Bylaws. If legal action is instituted by the Association, any judgment rendered shall include all appropriate Additional Charges. Notwithstanding anything to the contrary contained in this Declaration, the Association shall not have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of the Owner's Lot and Residence due to the Owner's failure to comply with the provisions of the Project Documents, unless the loss or forfeiture is the result of the judgment of a court, an arbitration decision, a foreclosure proceeding or a sale conducted pursuant to this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner and/or the Association against the Association and/or any other Owner, tenant or occupant of the Project. Except as otherwise provided, Declarant, the Association or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of the Project Documents, including any decision made by the Association, upon the Owners, the Association or upon any property in the Project.

10.2.2 Violation of Law: The Association may treat any Owner's violation of any state, municipal or local law, ordinance or regulation, which creates a nuisance to the other Owners in the Project or to the Association, in the same manner as a violation of the Project Documents by making such violation subject to any or all of the enforcement procedures set forth in this Declaration, as long as the Association complies with the Notice and Hearing requirements.

10.2.3 Remedies Cumulative: Each remedy provided by this Declaration is cumulative and not exclusive.

10.2.4 Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

10.3 NOTICES TO MEMBERS OF LEGAL PROCEEDINGS: Prior to filing any civil action, including arbitration, against Declarant or other developer of the Project, the Board shall provide written notice to each Member specifying each of the following:

- civil action;
- (a) That a meeting will take place to discuss problems that may lead to the filing of a civil action;
 - (b) The options, including civil actions, that are available to address the problems; and
 - (c) The time and place of the meeting.

If the Association has reason to believe that the applicable statute of limitations will expire before the Association is able to give notice, hold the meeting and file the civil action, the Association may file the civil action first and then give the notice within thirty (30) days after filing of the action.

10.4 DISPUTES BETWEEN THE ASSOCIATION AND DECLARANT: Before the Association initiates arbitration with Declarant, in accordance with the provisions of Section 10.6, based upon a claim for defects in the design or construction of the Project, all of the following requirements shall be met, except as otherwise provided in this Section:

10.4.1 Association's Notice: The Association shall give written notice to Declarant ("Association's Notice") which shall include all of the following:

- (a) A preliminary list of defects;
- (b) A summary of the results of any survey or questionnaire distributed to Owners to determine the nature and extent of defects; and
- (c) A summary of the results of any testing conducted to determine the nature and extent of defects or the actual test results.

10.4.2 Notice Tolls Limitations on Actions: Upon delivery of the Association's Notice to Declarant, a period of time, not to exceed ninety (90) days unless the Association and Declarant agree to a longer period of time, shall commence during which the Association and Declarant shall attempt to settle the dispute or attempt to agree to submit it to alternative dispute resolution. Except as provided in this Section, and notwithstanding any other provision of law, the mailing of the Association's Notice shall toll all statutory and contractual limitations on actions against all parties who may be responsible for the damages claimed, whether named in the notice or not, including claims for indemnity applicable to the claim, for a period of one hundred fifty (150) days or a longer period agreed to in writing by the Association and Declarant. At any time, Declarant may give written notice to cancel the tolling of the statute of limitations provided in this Section. Upon delivery of this written cancellation notice, the Association shall be relieved of any further obligations to satisfy the requirements of this Section 10.4. The tolling of all applicable statutes of limitations shall cease sixty (60) days after the written notice of cancellation by Declarant is delivered to the Association.

10.4.3 Meetings: Within twenty-five (25) days after the delivery date of the Association's Notice, Declarant may request in writing to meet and confer with the Board and to inspect the Project and conduct testing, including testing that may cause physical damage to any property in the Project in order to evaluate the claim. If Declarant does not make a timely request to meet and confer with the Board or to conduct inspection and testing, the Association shall be relieved of any further obligations to satisfy the requirements of this Section 10.4. Unless Declarant and the Association agree otherwise, the meeting shall take place not later than ten (10) days from the date of Declarant's written request at a mutually agreeable time and place. The meeting shall be subject to the provisions of Civil Code Section 1363.05(b). The discussions at the meeting are privileged communications and are not admissible in evidence in any civil action, unless the Association and Declarant consent to their admission. The meeting shall be for the purpose of discussing all of the following:

- (a) The nature and extent of the claimed defects;
- (b) Proposed methods of repair to the extent there is sufficient information;

- (c) Proposals for submitting the dispute to alternative dispute resolution; and
- (d) Requests from Declarant to inspect the Project and conduct testing.

If Declarant makes a request in writing to meet and confer with the Board pursuant to this Section, Declarant shall deliver the Association's Notice to any insurer that has issued a policy to Declarant which imposes upon the insurer a duty to defend or indemnify Declarant for losses resulting from the defects identified in the Association's Notice. Upon receipt, the notice by Declarant shall impose upon the insurer any obligation which would be imposed under the terms of the policy if the insured had been served with a summons and complaint for damages. Declarant shall inform the Association when Declarant delivers the notice to each insurer pursuant to this subsection.

10.4.4 Inspections and Testing: If the Association conducted inspection and testing prior to the date it sent the Association's Notice, the Association shall make available for inspection and testing at least those areas inspected or tested by the Association at the earliest practicable date. The inspection and testing shall be completed within fifteen (15) days from the date the Association makes these areas available for inspection and testing, unless the Association and Declarant agree to a longer period. If Declarant does not timely complete the inspection and testing, the Association shall be relieved of any further obligation to satisfy the requirements of this Section 10.4. The manner in which the inspection and testing shall be conducted, and the extent of any inspection and testing to be conducted beyond that which was conducted by the Association prior to sending the Association's Notice, shall be determined by agreement of the Association and Declarant. Declarant shall pay all costs of inspection and testing that are requested by Declarant, restore the property to the condition which existed immediately prior to the testing and indemnify the Association and Owners for any damage resulting from the testing. Interior inspections of Residences shall be conducted in accordance with the Project Documents, unless otherwise agreed to by the affected Owner. The results of the inspection and testing shall not be inadmissible in evidence in any civil action solely because the inspection and testing was conducted pursuant to this subsection.

10.4.5 Settlement Offer: Within thirty (30) days of the completion of inspection and testing pursuant to Section 10.4.4 or, if no inspection and testing is conducted, within thirty (30) days of the meeting held pursuant to Section 10.4.3, Declarant shall submit all of the following to the Association:

- (a) A request to meet with the Board to discuss a written settlement offer;
- (b) A written settlement offer, which may include an offer to submit the dispute to alternative dispute resolution, and a concise explanation of the specific reasons for the terms of the offer;
- (c) A statement that Declarant has access to sufficient funds to satisfy the conditions of the settlement offer; and
- (d) A summary of the results of testing conducted for the purpose of determining the nature and extent of defects, if testing has been conducted; provided however, if the Association provided Declarant with actual test results in the Association's Notice, Declarant shall provide the Association with actual test results.

If Declarant does not timely submit the items required by this subsection, the Association shall be relieved of any further obligations to satisfy the requirements of this Section 10.4. No less than ten (10) days after Declarant submits the items required by this subsection, Declarant and the Board shall meet and confer about the settlement offer, including any offer to submit the dispute to alternative dispute resolution.

10.4.6 Time Periods and Notices: At any time after delivery of the Association's Notice, the Association and Declarant may agree in writing to modify or excuse any of the time periods or other obligations imposed by this Section 10.4. Except for the notice required pursuant to Section 10.4.7, all

notices, requests, statements or other communication required pursuant to this Section 10.4 shall be delivered by one of the following:

- (a) By first-class registered or certified mail, return receipt requested; or
- (b) In any manner in which it is permissible to serve a summons pursuant to Section 415.10 or 415.20 of the Code of Civil Procedure.

10.4.7 Rejection of Settlement Offer: If the Board rejects a settlement offer presented pursuant to Section 10.4.5, the Board shall hold a meeting open to each Member. The meeting shall be held no less than fifteen (15) days before the Association commences an action for damages against Declarant. No less than fifteen (15) days before the date of the meeting, a written notice shall be sent to each Member specifying all of the following:

- (a) That a meeting will take place to discuss problems that may lead to the filing of a civil action;
- (b) The time and place of the meeting;
- (c) The options, including the filing of a civil action, that are available to address the problems;
- (d) The complete text of any written settlement offer and a concise explanation of the specific reasons for the terms of the offer submitted to the Board by Declarant and of any offer by Declarant to submit the dispute to alternative dispute resolution; and
- (e) The preliminary list of defects contained in the Association's Notice and a list of any other documents with the Association's Notice with information as to where and when Members may inspect those documents.

Declarant shall pay all expenses attributable to sending the settlement offer and any offer for alternative dispute resolution to all Members and an amount not to exceed three dollars (\$3.00) per Member to defray the expenses of holding the meeting. The discussions at the meeting, the contents of the notice and the items required to be specified in the notice are privileged communications and are not admissible in evidence in any civil action, unless the Association consents to their admission.

10.4.8 Association Relieved of Obligations: If the Association is relieved of its obligations to satisfy the requirements of this Section 10.4 before all requirements have been satisfied, the Association may institute arbitration with Declarant in accordance with the provisions of Section 10.6 thirty (30) days after sending a written notice to each Member specifying all of the following:

- (a) The preliminary list of defects contained in the Association's Notice and a list of any other documents with the Association's Notice with information as to where and when Members may inspect those documents;
- (b) The intent of the Association is to initiate arbitration pursuant to the provisions of Section 10.6; and
- (c) A statement that if five percent (5%) of the Members request a special meeting of Members to discuss the matter within fifteen (15) days of the date the notice is mailed or delivered to the Members, a meeting of the Members shall be held.

10.4.9 Failure to Comply: The only method of seeking judicial relief for the failure of the Association to comply with this Section 10.4 shall be the assertion, as provided for in this subsection, of a procedural deficiency to an action for damages by the Association against Declarant after such an action has been filed. A verified application asserting such a procedural deficiency shall be filed with the court

no later than ninety (90) days after the answer to the plaintiff's complaint has been served, unless the court finds that extraordinary conditions exist. Upon the verified application of the Association or Declarant alleging substantial noncompliance with this Section 10.4, the court shall schedule a hearing within twenty-one (21) days of the application to determine whether the Association or Declarant has substantially complied with this Section. The issue may be determined upon affidavits or upon oral testimony, in the discretion of the court.

(a) If the court finds that the Association did not substantially comply with this Section, the court shall stay the action for up to ninety (90) days to allow the Association to establish substantial compliance. The court shall set a hearing within ninety (90) days to determine substantial compliance by the Association. At any time, the court may extend the period of the stay upon application of the Association if good cause is shown. If, within the time set by the court pursuant to this Section, the Association has not established that it has substantially complied with this Section, the court shall determine if, in the interest of justice, the action should be dismissed without prejudice or if another remedy should be fashioned. Under no circumstances shall the court dismiss the action with prejudice as a result of the Association's failure to substantially comply with this Section. In determining the appropriate remedy, the court shall consider the extent to which Declarant has complied with this Section. If the alleged noncompliance of either Declarant or the Association resulted from the unreasonable withholding of consent for inspection or testing by an Owner, it shall not be considered substantial noncompliance provided that the party alleged to be out of compliance did not encourage the withholding of consent.

(b) If the Court finds that Declarant did not pay (i) all of the costs of inspection and testing or (ii) its required share of the costs of holding the meeting and of all expenses attributable to sending the settlement offer, all as required above, the court shall order Declarant to pay any deficiencies within thirty (30) days, with interest, and any additional remedy which the court determines, in the interest of justice, should be fashioned.

10.5 DISPUTES BETWEEN OWNERS AND DECLARANT: Before any Owner initiates arbitration in accordance with the provisions of Section 10.6, the Owner and Declarant shall first attempt, in good faith, to resolve the dispute informally by negotiation. Either party may initiate negotiations by writing a letter to the other party describing the nature of the dispute and any proposals to resolve the dispute. The letter shall be sent by certified mail and shall be deemed received three (3) days after its deposit in the U.S. Mail. The recipient shall respond, within ten (10) days of receipt of the letter, either with a letter that addresses the dispute and its proposed resolution or by requesting a meeting of the parties. The meeting(s) shall be held at a mutually acceptable location. After at least one exchange of letters or at least one meeting of the parties, should either party honestly believe that the dispute cannot be resolved informally, then that party shall so notify the other party either personally at a meeting or in writing. At this point, either party may initiate arbitration as provided herein. Should either party refuse to participate in the negotiations, then upon expiration of the ten (10) day initial response time, the party who sent the initiating letter may commence arbitration proceedings in accordance with the provisions of Section 10.6.

If the dispute involves an alleged problem with materials, design or construction of any portion of the Project (except those subject to Section 10.4, above), then Declarant shall have the right to inspect the alleged problem before any such meeting or any written response is required from Declarant. If Declarant elects to attempt to cure the alleged problem, Claimant shall allow Declarant to perform whatever work is deemed necessary by Declarant during normal working hours. Declarant agrees to begin its curative work within thirty (30) days after the first meeting between the parties. If the dispute remains unresolved after the good faith attempt to negotiate has been concluded or if the curative action performed by Declarant is not undertaken as promised or does not resolve the alleged problem, then either party may initiate arbitration as provided herein in accordance with the provisions of Section 10.6.

10.6 MANDATORY BINDING ARBITRATION: Any disputes, claims, issues or controversies between any Owner and Declarant or between the Association and Declarant regarding any matters that

arise out of or are in any way related to the Project, the relationship between Owner and Declarant or the relationship between the Association and Declarant, whether contractual or tort, including, but not limited to, the purchase, sale, condition, design, construction or materials used in construction of any portion of the Project or the agreement between Declarant and any Owner to purchase a Lot or any related agreement, including, but not limited to warranties, disclosures, or alleged construction defects (latent or patent), (collectively "disputes") except as otherwise set forth herein, shall be resolved through the procedures established in this Declaration. The party who has a dispute with Declarant is referred to as the "Claimant" in this Section 10.6. If negotiations fail then all such disputes shall be resolved by neutral, binding arbitration and not by any court action except as provided for judicial review of arbitration proceedings by California law. Except as otherwise set forth herein, the arbitration proceedings shall be conducted by and in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. (JAMS/Endispute) or any successor thereto and, except for procedural issues, the arbitration proceedings, the ultimate decisions of the arbitrator, and the arbitrator shall be subject to and bound by existing California case and statutory law including, but not limited, to applicable statutes of limitation such as California Code of Civil Procedure Sections 337, 337.15(a), 338(d), 340, and 340(3). Nothing herein shall toll, extend, shorten or otherwise affect any applicable statute of limitation. Should JAMS/Endispute cease to exist, as such, then all references herein to JAMS/Endispute shall be deemed to refer to its successor or, if none, to the American Arbitration Association (in which case its commercial arbitration rules shall be used).

10.6.1 Selection and Timing: The matter shall be heard by one (1) arbitrator. Within five (5) business days of receipt of a written request from one of the parties to arbitrate a claim, JAMS/Endispute shall provide a list of five (5) qualified names to both parties. The term "qualified" shall mean a retired judge (or if none are available then an attorney, licensed to practice in California) having at least fifteen (15) years of experience with a strong emphasis on the laws governing real estate matters, especially those dealing with residential real estate development and construction. Each side will strike one name (based on reasons listed in CCP Section 1297.121 or 1297.124 or for no reason at all) until one is left (which shall be the appointed arbitrator), unless the parties sooner agree. The parties shall have no more than three (3) business days for the striking of each name. The initiating party shall be the first party to strike a name and submit it to the other party.

10.6.2 Discovery: Except as limited herein, each party shall be entitled to discovery to the extent provided in Section 1283.05 of the Code of Civil Procedure or any successor statute thereto. Each party shall have the right to depose the expert witnesses of the other party and to conduct two other depositions of its choice without the need to obtain an order of the arbitrator. All other depositions, document requests, requests for admissions and similar discovery shall be conducted under the direction and supervision of the arbitrator. No party shall be entitled to bring any motion to exclude or limit the evidence to be submitted to the arbitrator. No party shall have any other discovery rights except as authorized by the arbitrator for good cause.

10.6.3 Full Disclosure: Both parties shall, in good faith, make a full disclosure of all issues and evidence to the other party prior to the hearing. Any evidence or information that the arbitrator determines was unreasonably withheld shall be inadmissible by the party which withheld it. The initiating party shall be the first to disclose all of the following, in writing, to the other party and to the arbitrator an outline of the issues and its position on each such issue; a list of all witnesses it intends to call; and copies of all written reports and other documentary evidence whether or not written or contributed to by its retained experts (collectively "outline"). The initiating party shall submit its outline to the other party and the arbitrator within thirty (30) days of the final selection of the arbitrator. The responding party shall submit its written response as directed by the arbitrator. If the dispute involves alleged construction defects, then the Claimant shall be the first party to submit its written outline, list of witness, and reports/documents and shall include a detailed description of the nature and scope of the alleged defect(s), its proposal for repair or restoration any repairs made to date and an estimate of the cost of repair/restoration together with the calculations used to derive the estimate.

10.6.4 Hearing: The hearing shall be held in the County. The hearing shall commence within ninety (90) days of the receipt by the parties of the list of names of proposed arbitrators from JAMS/Endispute unless this date is determined to be infeasible by the arbitrator in which case the arbitrator shall select the next available date for the hearing. The arbitration shall be conducted as informally as possible. Neither the rules of admissibility of evidence nor the Evidence Code of the State of California shall be applicable except for Evidence Code Section 1152 et seq. which shall be applicable for the purpose of excluding from evidence offers, compromises, and settlement proposals, unless both parties consent to their admission. The arbitrator shall be the sole judge of the admissibility of and the probative value of all evidence offered and is authorized to provide all legally recognized remedies whether in law or equity. Attorneys are not required and either party may elect to be represented by someone other than a licensed attorney. Cost of an interpreter shall be born by the party requiring the services of the interpreter in order to be understood by the arbitrator. Except as set forth herein, the arbitration shall be conducted pursuant to Title 9 of the California Code of Civil Procedure, Section 1280 et seq.

10.6.5 Decision: The decision of the arbitrator shall be binding on the parties and may be entered as a judgment in any court of the State of California that has jurisdiction and venue. In no event shall the award of the arbitrator include any component for punitive or exemplary damages. The arbitrator shall cause a complete record of all proceedings to be prepared similar to those kept in the Superior Court; shall try all issues of both fact and law; and shall issue a written statement of decision, such as that described in Code of Civil Procedure Section 643 (or its successor) which shall specify the facts and law relied upon in reaching his/her decision within twenty (20) days after the close of testimony.

10.6.6 Fees and Costs: Claimant shall advance any fee required by JAMS/Endispute to initiate the arbitration proceedings. Notwithstanding any statute to the contrary, including Code of Civil Procedure Section 645.1, each party shall bear their own costs of the hearing, including attorneys' fees. No attorneys fees or costs shall be awarded to either party but each party shall be solely responsible for its own attorneys' fees and costs, including, expert witnesses, consultants, reports, and similar costs. The total cost of the arbitration proceedings, including the advanced initiation fees and other fees of JAMS/Endispute and any related costs and fees incurred by JAMS/Endispute (such as experts and consultants retained by it) shall be borne as determined by the arbitrator, regardless of the outcome.

10.6.7 Judicial Reference Alternative: To the extent that either party may be otherwise entitled to bring an action at law pursuant to California Code of Civil Procedure Section 1298.7, or if a court of competent jurisdiction determine that the dispute resolution set forth herein is void or unenforceable, the entire matter shall proceed as one of judicial reference pursuant to Code of Civil Procedure Section 638 et seq. The rules of procedure set forth herein shall be the rules of procedure for the reference proceeding, unless precluded by law. JAMS/Endispute shall hear, try and decide all issues of both fact and law and make any required findings of facts and, if applicable, conclusions of law and report these along with the judgment to the supervising court within twenty (20) days after the close of testimony.

The parties shall cooperate and diligently perform such acts as may be necessary to carry out the purposes of this Section.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 TERM OF DECLARATION: This Declaration shall continue for a term of fifty (50) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until two-thirds (2/3) of the Owners approve a termination of this Declaration.

11.2 CONSTRUCTION OF PROVISIONS: The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a residential subdivision.

11.3 BINDING: This Declaration shall be for the benefit of and be binding upon all Owners, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lienors and assigns.

11.4 SEVERABILITY OF PROVISIONS: The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

11.5 GENDER, NUMBER AND CAPTIONS: As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The title and captions of each paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.

11.6 REDISTRIBUTION OF PROJECT DOCUMENTS: Upon the resale of any Lot by any Owner, the Owner shall supply to the buyer of the Lot a copy of each of the Project Documents.

11.7 EXHIBITS: All exhibits attached to this Declaration are incorporated by this reference as though fully set forth herein.

11.8 REQUIRED ACTIONS OF ASSOCIATION: The Association shall at all times take all reasonable actions necessary for the Association to comply with the terms of this Declaration or to otherwise carry out the intent of this Declaration.

11.9 SUCCESSOR STATUTES: Any reference in the Project documents to a statute shall be deemed a reference to any amended or successor statute.

11.10 CONFLICT: In the event of a conflict, the provisions of this Declaration shall prevail over the Bylaws and the Rules.

11.11 MORTGAGE PROTECTION: A breach of any of the conditions contained in this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value as to any Lot in the Project; but all of the covenants, conditions and restrictions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 2nd day of ~~August~~ ^{Sept.}, 1999.

DECLARANT:

RAVENSWOOD VILLAGE, LLC., a California limited liability company

BY: Signature Properties, Inc.
Member

By: [Signature]
Name: James C. Ghielmetti
Title: President

BY: Ponderosa Homes II, Inc., a California corporation
Member

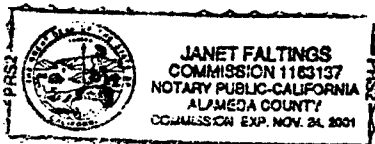
By: [Signature]
Name: Jeffrey C. Schroeder
Title: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On September 2, 1999, before me, Janet Faltings, personally appeared James C. Ghielmetti, 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]
Notary Public

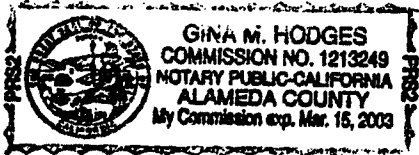


STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.

On 9/30/99, before me, Gina M. Hodges, personally
appeared Jeffrey C. Sandoval,
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.

Gina M. Hodges
Notary Public



EXHIBITS

- A List of Dominant and Servient Tenements for Backyard Easements (Section 3.4.3(a))
- B List of Dominant and Servient Tenements for Frontyard Easements (Section 3.4.3(b))

EXHIBIT "A"

Dominant and Servient Tenements Backyard Easements

DOMINANT TENEMENT	SERVIENT TENEMENT	DOMINANT TENEMENT	SERVIENT TENEMENT
67	68	122	123
69	70	124	125
71	72	126	127
73	74	128	129
75	76	130	131
78	79	132	133
80	81	135	136
82	83	137	138
84	85	139	140
89	90	141	142
91	92	143	144
93	94	146	147
95	96	149	150
98	99	154	155
100	101	156	157
102	103	158	159
104	105	160	161
106	107	162	163
111	112	164	165
113	114	166	167
115	116		
117	118		
119	120		

08/10/1

EXHIBIT "B"

Dominant and Servient Tenements Frontyard Easements

DOMINANT TENEMENT	SERVIENT TENEMENT	DOMINANT TENEMENT	SERVIENT TENEMENT
68	67	118	117
70	69	120	119
72	71	123	122
74	73	125	124
76	75	127	126
79	78	129	128
81	80	131	130
83	82	133	132
85	84	136	135
90	89	138	137
92	91	140	139
94	93	142	141
96	95	144	143
99	98	147	146
101	100	150	149
103	102	155	154
105	104	157	156
107	106	159	158
112	111	161	160
114	113	163	162
116	115	165	164
		167	166

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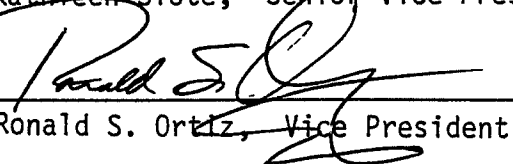
CONSENT AND SUBORDINATION

Wells Fargo Bank, National Association as Beneficiary under those certain Deeds of Trust executed by Ravenswood Village, LLC, a California Limited Liability Company on a) May 7, 1999 and recorded May 11, 1999 as Document No. 99082735 and b) July 8, 1999 and recorded July 23, 1999 as Document No. 1999-125162, both of Official Records of San Mateo County, California, does hereby consent to the forgoing Declaration of Covenants, Conditions and Restrictions and does hereby further consent to the recordation of said Covenants, Conditions and Restrictions pursuant to Chapter 1, Title 6, Part 4, Division Second, California Civil Code Sections 1350 to 1372, inclusive and agrees that same shall have the same force and effect as though they had been recorded prior to the recordation of said Deed of Trust.

In Witness Whereof, said Beneficiary has executed these presents this 13th day of October, 1999.

Beneficiary;
Wells Fargo Bank, National Association

By: 
Kathleen Slote, Senior Vice President

By: 
Ronald S. Ortiz, Vice President



STATE OF CALIFORNIA }
COUNTY OF Contra Costa }ss.

On the 13th of October, 1999 before me, TISHA A. ROTH - Notary
_____, personally appeared Kathleen Sote,
Senior Vice President & Ronald S. Ortiz, Vice President,
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 Tisha A Roth



(This area for official notarial seal)

Title of Document: <u>Consent & subordination</u>	No. of Pages: <u>1</u>
Date of Document: <u>Oct 13 1999</u>	
Other signatures not acknowledged: <u>N/A</u>	