

4th DRAFT – 5-31-2019

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

**HUGHES GILL COCHRANE TINETTI, P.C.
Attn: Melissa Bauman Ward, Esq.
2820 Shadelands Drive, Suite 160
Walnut Creek, California 94598**

(Space Above for Recorder's Use)

**SECOND AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
HIDDENBROOKE**

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	3
1.1 Additional Charges	3
1.2 Additional Property	3
1.3 Annual Assessment.....	3
1.4 Architectural Review Committee	3
1.5 Articles.....	3
1.6 Assessments	3
1.7 Association	3
1.8 Board of Directors.....	3
1.9 Builder	3
1.10 Bylaws	4
1.11 Capital Improvement	4
1.12 City	4
1.13 City Street Trees.....	4
1.14 Civil Code	4
1.15 County	4
1.16 Custom Lot	4
1.17 Declaration	4
1.18 Declaration of Annexation	4
1.19 Design Guidelines	4
1.20 Development	5
1.21 Existing Approvals.....	5
1.22 Golf Course	5
1.23 Governing Documents.....	5
1.24 HARC	5
1.25 Hiddenbrooke Maintenance District.....	5
1.26 Lot	5
1.27 Maintenance.....	5

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION
HIDDENBROOKE
4TH DRAFT 5-31-19

TABLE OF CONTENTS

(continued)

	Page
1.28 Majority of a Quorum	6
1.29 Master Association	6
1.30 Member	6
1.31 Member in Good Standing.....	6
1.32 Mortgage	6
1.33 Mortgagee	6
1.34 Owner.....	6
1.35 Reimbursement Assessment.....	6
1.36 Repair.....	6
1.37 Replacement	6
1.38 Residence	6
1.39 Resident	6
1.40 Rules	7
1.41 Special Assessment	7
1.42 Specific Plan.....	7
1.43 Subdivision Map	7
1.44 Total Voting Power	7
ARTICLE 2 HOMEOWNERS ASSOCIATION.....	7
2.1 Management and Operation.....	7
2.2 Membership.....	7
2.3 Voting	7
2.4 Board of Directors.....	8
2.5 Association Rules.....	8
2.6 Assessments	8
2.7 Safety and Security	8
ARTICLE 3 OWNERSHIP RIGHTS AND EASEMENTS.....	8
3.1 Acquisition of Ownership Interest	8
3.2 Easements	8
3.3 Golf Ball Encroachment Easement.....	8
3.4 Slope Area Encroachment Easement.....	8

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION
HIDDENBROOKE

4TH DRAFT 5-31-19

TABLE OF CONTENTS

(continued)

	Page
3.5 Perform HARC Functions	9
3.6 No Right to a View	9
3.7 Partition Prohibited	9
3.8 Deed Restrictions	9
3.8.1 Lots Adjacent to Golf Course	9
3.8.2 Grading Permit.....	9
3.8.3 Shallow Subdrain Lots	10
3.8.4 Hillside Landscape Lots	10
ARTICLE 4 USE RESTRICTIONS	10
4.1 Residential Use	10
4.2 Rental of Lots	10
4.3 Restriction on Businesses	10
4.4 Child Care Facilities.....	11
4.5 Residential Care Facilities	11
4.6 Offensive Conduct, Nuisances, Noise	12
4.7 Hazards	12
4.8 Requirement of Architectural Approval.....	12
4.9 Accessory Dwelling Units	12
4.9.1 Construction of ADUs	12
4.9.2 Use of ADUs	12
4.9.3 Rental of ADUs.....	12
4.10 Sports Apparatus.....	13
4.11 Mailboxes and Exterior Newspaper Tubes	13
4.12 Outside Drying and Laundering	13
4.13 Fences.....	13
4.14 Satellite Dishes and Antennas.....	13
4.15 Solar Energy Systems	13
4.16 Animals and Pets.....	14
4.16.1 Limitations on Animals and Pets.....	14
4.16.2 Structures for Animals and Pets	14

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION
HIDDENBROOKE

4TH DRAFT 5-31-19

TABLE OF CONTENTS

(continued)

	Page
4.16.3 Owner's Responsibility for Animals and Pets.....	14
4.16.4 Rules	14
4.17 Trash Disposal	14
4.18 Construction Materials, Construction Debris	15
4.19 Machinery and Equipment; Vehicle Maintenance.....	15
4.20 Signs, Banners, Flags	15
4.21 Vehicles and Parking.....	16
4.22 Prohibited Vehicles.....	16
4.23 Definition of Commercial Vehicle.....	16
4.24 Parking Enforcement; Parking Rules.....	16
4.25 Garages.....	17
4.26 Window Coverings.....	17
4.27 Accessory Structures.....	17
4.28 Restrictions on Further Subdivision	18
4.29 Drainage	18
4.30 Weed Abatement.....	18
4.31 Air Conditioning Units	18
4.32 Mineral Exploration.....	18
4.33 Utility Service.....	18
4.34 Exterior Lighting	19
4.35 Fires	19
4.36 Balconies.....	19
4.37 Outdoor Holiday Decorations	19
4.38 Temporary Occupancy	19
4.39 California Red-Legged Frog	19
ARTICLE 5 RENTING OR LEASING	20
5.1 Requirements for Renting.....	20
5.2 Rental of Lots and Residences.....	21
5.3 Subleases/Roommates	21
5.4 Short-Term Rentals	21

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION
HIDDENBROOKE

4TH DRAFT 5-31-19

TABLE OF CONTENTS

(continued)

	Page
5.5	Time-Share Arrangements Prohibited 21
5.6	Implementation 22
5.7	Association as Third-Party Beneficiary 22
5.8	Owner Responsible for Tenant's Actions; Indemnification of Association 22
ARTICLE 6	MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES 23
6.1	Lots and Residences 23
6.2	Landscaping 23
6.3	Other Components 23
6.3.1	Utility Lines Serving Lot 23
6.3.2	Replanting of Damaged Vegetation 23
6.3.3	Trees 24
6.3.4	Slope Maintenance 24
6.4	Limitation on Association Responsibility and Liability 24
6.5	Repair of Damage Caused by Wood-Destroying Pests or Organisms and Other Pests 24
6.6	Compliance with Architectural Guidelines and Rules 24
6.7	Board Discretion 24
ARTICLE 7	BUILDER APPROVALS AND PERMITS 25
7.1	Government Approvals and Permits 25
7.2	Coordination of Processing of Governmental Approvals 25
7.3	Existing Approvals 25
7.4	No Liability 26
ARTICLE 8	ARCHITECTURAL REVIEW 26
8.1	Architectural Approval Required 26
8.1.1	Improvements and Modifications 26
8.1.2	Satellite Dishes and Antennas 26
8.1.3	Solar Energy Systems 26
8.1.4	Equipment on Roof or Exterior Walls 26

TABLE OF CONTENTS

(continued)

	Page
8.1.5 ADUs	27
8.1.6 Landscaping	27
8.1.7 Swimming Pools	27
8.1.8 Custom Lots.....	27
8.2 Establishment of Hiddenbrooke Architectural Review Committee ("HARC").....	28
8.2.1 Members.....	28
8.2.2 Board May Serve as Hiddenbrooke Architectural Review Committee.....	28
8.2.3 Vacancies	28
8.2.4 Duties	28
8.2.5 Meetings, Minutes, Reimbursement	28
8.3 Architectural Rules and Design Guidelines	29
8.4 No Right to a View.....	29
8.5 Approval of Plans and Specifications by HARC for New Owner/Builder Homes and Additions.....	30
8.5.1 Preliminary Review	30
8.5.2 Time Periods for Review.....	30
8.5.3 Final Approval.....	30
8.5.4 Amendments.....	31
8.6 Approval of Plans and Specifications for Improvements and Enhancements by Owner to Existing Residences and/or Landscaping	31
8.6.1 Timing and Form of Approval for Improvements and Modifications to Existing Residences and Landscaping	31
8.7 Fees; Consultants.....	31
8.8 Decisions on Architectural Applications.....	32
8.9 Grant of Approval	32
8.10 Appeals; Reconsideration by the Board	32
8.11 Commencement and Completion	33
8.12 Inspection of Completed Work; Non-Compliance.....	33

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION
HIDDENBROOKE

4TH DRAFT 5-31-19

TABLE OF CONTENTS

(continued)

	Page
8.13 Non-Waiver	34
8.14 Liability	34
8.15 Compliance with Governmental Requirements	34
8.16 Variances	35
ARTICLE 9 ANNEXATION OF ADDITIONAL PROPERTY	35
ARTICLE 10 ASSESSMENTS AND LIENS	35
10.1 Covenant of Owner.....	35
10.1.1 Association's Power to Collect.....	36
10.1.2 Each Assessment Is a Separate Obligation.....	36
10.1.3 Obligation Runs with the Land	36
10.1.4 Owner's Liability after Transfer	36
10.2 Creation of Lien	36
10.2.1 Continuing Lien.....	36
10.3 Purpose of Assessments.....	37
10.4 Authority of the Board.....	37
10.5 Association Funds	37
10.6 Annual Assessment.....	37
10.6.1 Calculation of Estimated Requirement.....	37
10.6.2 Allocation of Annual Assessment.....	37
10.6.3 Surplus Funds.....	37
10.6.4 Increases in Annual Assessment.....	38
10.7 Special Assessments	38
10.7.1 Purpose of Special Assessments	38
10.7.2 Allocation of Special Assessments	38
10.7.3 Payment of Special Assessments.....	38
10.7.4 Approval of Special Assessments.....	38
10.8 Notice of Assessment Increases	38
10.9 Reimbursement Assessments	39
10.10 Failure to Fix Assessments	39
10.11 No Offsets	39

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION
HIDDENBROOKE

4TH DRAFT 5-31-19

TABLE OF CONTENTS

(continued)

	Page
10.12 Delinquent Assessments	39
10.13 Remedies Cumulative	40
10.14 Certificate of Satisfaction and Release of Lien	40
10.15 Priority	40
10.16 Waiver of Exemptions.....	40
10.16.1 Property Exempt from Assessments	40
ARTICLE 11 ENFORCEMENT	40
11.1 Violations as Nuisance	40
11.2 Violation of Law Is a Violation of Declaration.....	41
11.3 Owners' Responsibility for Conduct of Others and Damages	41
11.4 No Avoidance	41
11.5 Rights and Remedies of the Association	41
11.5.1 Rights and Remedies Are Cumulative	41
11.5.2 Imposition of Sanctions.....	41
11.5.3 Additional Remedies	42
11.5.4 Continuing Violations	42
11.6 Inadequacy of Legal Remedy	42
11.7 Limitation on Disciplinary Rights.....	43
11.8 Disciplinary Rules	43
11.9 Investigation of Complaints	43
11.10 Dispute Resolution	43
11.11 Non-Waiver	43
11.12 Costs and Attorneys' Fees.....	43
ARTICLE 12 INSURANCE	44
12.1 Insurance.....	44
12.1.1 General Provisions and Limitations	44
12.1.2 Types of Coverage	45
12.1.3 Deductible.....	45
12.2 Claims Submission	46
12.3 Notice of Damage to Lot or Residence.....	46

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION
HIDDENBROOKE

4TH DRAFT 5-31-19

TABLE OF CONTENTS

(continued)

	Page
12.4 Annual Review	46
ARTICLE 13 GOLF COURSE	46
13.1 Liabilities.....	46
13.2 Golf Ball Encroachment Easement.....	47
ARTICLE 14 AMENDMENT	48
ARTICLE 15 GENERAL PROVISIONS.....	48
15.1 Headings	48
15.2 Severability.....	48
15.3 Liberal Construction.....	48
15.4 Conflict Between Governing Documents	48
15.5 Amendment to Referenced Statutes.....	48
15.6 Number; Gender.....	49
15.7 Easements Reserved and Granted	49
15.8 Power of Attorney.....	49
15.9 Term.....	49
EXHIBIT A – Legal Description of Property Comprising the Hiddenbrooke Development	
EXHIBIT B – Additional (or Annexable) Property	
EXHIBIT C – Golf Course Property	
EXHIBIT D – List of Subdivision Maps	
EXHIBIT E – Subdrains	

SECOND AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HIDDENBROOKE

This Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by Hiddenbrooke Property Owners Association, Inc., a California nonprofit mutual benefit corporation (hereinafter sometimes referred to as the "Association").

RECITALS

A. WHEREAS, the Association is the successor in interest to Sky Valley San Francisco L.P., a California limited partnership, which, as Declarant, executed that certain Master Declaration of Conditions, Covenants and Restrictions of Hiddenbrooke, recorded on March 13, 1992 as Document No. 1992-00020763 in the Official Records of Solano County, California; and a certain Declaration of Conditions, Covenants and Restrictions of Sky Valley Community Phase II, recorded on April 4, 1991 as Document No. 910021589, and amended by a First Amendment recorded on January 31, 1995 as Document No. 9500006671 and by a Second Amendment, recorded May 7, 1997 as Document No. 1997-00027076, all in the Official Records of Solano County, California (collectively, the "Original Declarations");

B. WHEREAS, a Master Declaration of Covenants, Conditions and Restrictions of Hiddenbrooke Amended and Restated was recorded on August 19, 1999 as Document No. 99-71880 in the Official Records of Solano County, California, and amended by a First Amendment recorded November 1, 2000 as Document No. 00-92723, a Second Amendment recorded on May 23, 2001 as Document No. 01-52354, and a Third Amendment recorded on January 20, 2004 as Document No. 04-6126, all in the Official Records of Solano County, California (collectively, the "Original Master Declaration");

C. WHEREAS, a First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Hiddenbrooke Project was recorded on

July 20, 2006 as Document No. 200600091465, in the Official Records of Solano County, California;

D. WHEREAS, the Original Master Declaration, as amended and restated, establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with and are binding upon all parties having or acquiring any right, title, or interest in that certain parcel of real property located in the City of Vallejo, County of Solano, State of California, and more particularly described in Exhibit A, attached hereto.

E. WHEREAS, the Association does not own any "common area" as defined in *Civil Code* section 4095, and the Development is not a "common interest development" as defined in *Civil Code* section 4100. The Association is not an "association" as defined in *Civil Code* section 4080.

F. WHEREAS, the Members, constituting at least a majority of a quorum of the Members of the Association, desire to amend, modify, and otherwise change the Original Master Declaration, as amended and restated, pursuant to Article 13, Section 13.2 thereof;

G. NOW, THEREFORE, pursuant to Section 13.2 of the Original Master Declaration, as amended and restated, the Members, constituting at least a majority of a quorum of the Members of the Association, do hereby declare that the aforesaid Original Master Declaration, as amended and restated, be and hereby is, AMENDED AND RESTATED IN ITS ENTIRETY as set forth within this Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Hiddenbrooke. This Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Hiddenbrooke replaces and supersedes all previously recorded Declarations of Covenants, Conditions and Restrictions of Hiddenbrooke;

H. IT IS FURTHER HEREBY DECLARED that all of the real property described herein is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the said real property and any part thereof; and

I. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and restrictions herein set forth shall constitute enforceable equitable servitudes, shall constitute covenants that shall run with the said real property, and

shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or of any interest therein and their heirs, successors, and assigns.

ARTICLE 1

DEFINITIONS

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

1.2 Additional Property. "Additional Property" shall mean any real property described in Exhibit B hereto which may be annexed to this Declaration pursuant to the provisions of Article 9 hereof entitled "Annexation of Additional Property."

1.3 Annual Assessment. "Annual Assessment" shall have the meaning set forth in Section 8.6. "Annual Assessment" may also be referred to as "Regular Assessment" or "Dues."

1.4 Architectural Review Committee. "Architectural Review Committee" and "HARC" shall mean the Hiddenbrooke Architectural Review Committee, if any, created pursuant to Article 8 of this Declaration and Article 10 of the Bylaws.

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

1.6 Assessments. "Assessments" shall mean any or all of the following: Annual Assessment, Special Assessments, and Reimbursement Assessments.

1.7 Association. "Association" or "Master Association" shall mean the Hiddenbrooke Property Owners Association, Inc., its successors and assigns.

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

1.9 Builder. "Builder" shall refer to one or more persons or entities respectively who are alone or collectively the record owner of fee simple title to four or more Lots in the Development, who are acquiring the Lots for the purpose of reselling them, or the vendee under an installment land sales contract, but

excluding those having any such interest merely as security for the performance of an obligation.

1.10 Bylaws. "Bylaws" shall mean the Amended and Restated Bylaws of Hiddenbrooke Property Owners Association, Inc., and any duly adopted amendments thereto.

1.11 Capital Improvement. "Capital Improvement" shall mean the original construction of an improvement that did not previously exist, as distinguished from the repair, upgrade, or replacement of an existing improvement.

1.12 City. "City" shall mean the City of Vallejo, California.

1.13 City Street Trees. "City Street Trees" shall mean trees installed by the Builder on each Lot, as required by the City, to provide a tree canopy throughout the Development.

1.14 Civil Code. "*Civil Code*" shall mean the California Civil Code as amended from time to time.

1.15 County. "County" shall mean the County of Solano, California.

1.16 Custom Lot. "Custom Lot" or "Custom Lots" shall mean a lot so designated by recording a document in the Official Records of Solano County identifying the Lot as a "Custom Lot" subject to the restrictions applicable to Custom Lots in this Declaration and the Architectural Guidelines. The designation may be made in any Declaration of Annexation or any other recorded interest. The designation of "Custom Lot" may be rescinded by recording a Notice of Rescission in the Official Records of Solano County, provided the Notice is recorded before the issuance of a building permit for the construction of a residence on the Lot.

1.17 Declaration. "Declaration" shall mean this Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Hiddenbrooke, recorded in the Office of the County Recorder of Solano County, California, and any amendments thereto. The Declaration may also be referred to as the "CC&Rs."

1.18 Declaration of Annexation. "Declaration of Annexation" shall mean any instrument recorded in the County of Solano which annexes any other real property to the Association by imposing the provisions of this Declaration upon such property.

1.19 Design Guidelines. "Design Guidelines" shall refer to the guidelines and rules promulgated by the HARC and/or Board to regulate the design,

development, and/or modification of the improvements which may be made to a Lot.

1.20 Development. "Development" shall mean all the real property described in this Declaration which comprises the Hiddenbrooke planned development, including such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.21 Existing Approvals. "Existing Approvals" shall refer collectively to any approvals by governmental entities for the Hiddenbrooke Development, including, without limitation, Tentative Map No. 88-10, Development Agreement dated December 22, 1987, by and between the City and Sky Valley Company, a California limited partnership, and the Specific Plan.

1.22 Golf Course. "Golf Course" shall mean the golf course, driving range, clubhouse, and other related facilities on the Golf Course Property described in Exhibit C.

1.23 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, and Rules adopted by the Board and distributed to the Members.

1.24 HARC. "HARC" shall mean the Hiddenbrooke Architectural Review Committee.

1.25 Hiddenbrooke Maintenance District. "Hiddenbrooke Maintenance District" or "HMD" is a special assessment district managed by the City of Vallejo. The HMD was formed to maintain certain open space, drainage, landscape, and other areas within Hiddenbrooke. The District obtains the necessary funds to pay for its maintenance operations through assessments levied against each lot in Hiddenbrooke. The assessments are due and payable at the same time as the real property tax assessments levied by Solano County. Additional information regarding the HMD and the amount of the assessment can be obtained from the City of Vallejo.

1.26 Lot. "Lot" shall mean: (i) any plot of land shown upon any recorded Subdivision Map of the Development subject to this Declaration upon which a Residence has been or may be constructed; and (ii) any Custom Lot in the Development. There are currently 1,221 Lots in the Development.

1.27 Maintenance. "Maintenance" or to "maintain" (whether the term is capitalized or not) shall mean the act of caring for property, preserving it from failure or deterioration, including but not limited to painting, caulking, cleaning, and minor, non-structural upkeep.

1.28 Majority of a Quorum. "Majority of a Quorum" shall mean a majority of the votes cast in any lawful vote or election by the Members in which the number of votes cast equals or exceeds the number required to establish a quorum.

1.29 Master Association. "Master Association" shall mean the Hiddenbrooke Property Owners Association, its successors and assigns

1.30 Member. "Member" shall mean an Owner.

1.31 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who: is current in the payment of all Assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents; is otherwise free from sanctions imposed by the Association; and is in compliance with all provisions of the Governing Documents.

1.32 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense.

1.33 Mortgagee. "Mortgagee" shall mean a beneficiary under a deed of trust as well as under a Mortgage.

1.34 Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development.

1.35 Reimbursement Assessment. "Reimbursement Assessment" shall have the meaning set forth in [Section 10.9](#).

1.36 Repair. "Repair" (whether the term is capitalized or not) shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.

1.37 Replacement. "Replacement" or to "replace" (whether the term is capitalized or not) shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition.

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

1.39 Resident. "Resident" shall mean any person who resides on a Lot within the Development whether or not such person is an Owner as defined in Section 1.33, above.

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

1.41 Special Assessment. "Special Assessment" shall have the meaning set forth in Section 10.7.

1.42 Specific Plan. "Specific Plan" shall refer to Sky Valley Specific Area Plan, as approved by Resolution 87-613-NC, dated September 15, 1987, all subsequent amendments thereto, and as may be further amended from time to time.

1.43 Subdivision Map. "Subdivision Map" or "Map" shall be those certain Maps listed in Exhibit D hereto.

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

ARTICLE 2

HOMEOWNERS ASSOCIATION

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

2.2 Membership. Every Owner of a Lot within the Development shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Lot to which it is appurtenant. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Lot including a transfer upon the death of an Owner, membership in the Association shall pass automatically to the transferee.

2.3 Voting. Only Members in Good Standing shall be entitled to vote, and only one ballot shall be cast for each Lot, as more particularly set forth in the Bylaws.

2.4 Board of Directors. The affairs of the Association shall be managed by or under the direction of a Board of Directors, members of which shall meet the qualifications as set forth in the Bylaws. Directors shall be elected or appointed as provided in the Bylaws.

2.5 Association Rules. The Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such Rules as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association.

2.6 Assessments. The Association shall have the power and duty to levy and collect Assessments, as more particularly set forth in Article 10 of this Declaration.

2.7 Safety and Security. Neither the Association nor the Board is responsible for ensuring the safety and security of the Association's Residents, guests or invitees. Neither the Association nor the Board has police powers.

ARTICLE 3

OWNERSHIP RIGHTS AND EASEMENTS

3.1 Acquisition of Ownership Interest. Any person who acquires title to a Lot or any ownership interest within the Development must notify the Association of his or her acquisition of an ownership interest. Notice must be provided in writing, to the Association's managing agent, within thirty (30) days of the person's acquisition of an ownership interest.

3.2 Easements. The ownership interests in the Lots are subject to the easements granted and reserved in this Declaration and are deemed to be 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 Development. Individual grant deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.3 Golf Ball Encroachment Easement. The Lots are subject to an easement for golf ball encroachment as more fully described in Section 13.2, below.

3.4 Slope Area Encroachment Easement. Each Lot adjacent to (and therefore sloping toward) the Golf Course is subject to an easement for golf course purposes, which shall include but not be limited to maintenance, cart paths, playing corridors, and installation of additional landscaping, in the discretion of the owner(s) of the Golf Course. Such easement shall be over, across, and under that portion of each Lot commencing at the property line adjacent to the Golf Course

and ending at the point where the horizontal (i.e., non-sloping) portion of the Lot pad begins, and shall run the entire length of the property line adjacent to the Golf Course.

3.5 Perform HARC Functions. There are hereby reserved by the Association and granted to the HARC and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations as are set forth in this Declaration or the Design Guidelines, including but not limited to easements over each Lot for performing work not performed by the Owner pursuant to the terms of this Declaration.

3.6 No Right to a View. Owners do not have the right to an unobstructed or any other type of view from their Lot. This Declaration shall not be construed as granting any Owner a right to a view, and neither the Association nor any Member shall have an obligation to take any action regarding or to preserve or provide for a view from any Lot. This shall be the case even if an Owner purchased a "view Lot" from the original developer or builder. Owners should anticipate that the view, if any, which may exist at the time of their Lot purchase will change during the period of their ownership.

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

3.8 Deed Restrictions. The following provisions must be set forth in the deeds for the following Lot types:

3.8.1 Lots Adjacent to Golf Course. The deeds for all Lots adjacent to the Golf Course shall contain the following provisions: "Grantee hereby waives all claims against the City of Vallejo and the owner and operator of the Golf Course for damage resulting from errant golf balls. Grantee hereby covenants that it shall not do or permit to be done on the subject property anything (including, without limitation, grading or regrading) that will result in drainage from the subject property onto the adjacent golf course without prior written approval of the owner of the Golf Course and the Hiddenbrooke HARC."

3.8.2 Grading Permit. The deeds for all Lots shall contain the following provision: "A City of Vallejo grading permit will be required if the subject property is regraded to accommodate construction of a house and/or accessory structure. A report by a geotechnical engineer is a requirement of such a permit."

3.8.3 Shallow Subdrain Lots. The Lots identified in Exhibit E attached hereto have underground subdrains which have been installed within 15 feet of the surface. No Owner or occupant of any Lot or any agent thereof may alter, modify, relocate, or remove the subdrains without the prior written consent of the City of Vallejo and the HARC. No grading shall be altered and no excavation undertaken on any of these Lots that could in any manner interfere with the operation of the subdrains. Prior to the commencement of any grading or excavation work, the location of the subdrains shall be determined and marked on the surface so that the work will not disturb the subdrains. The location of the subdrains on each of these Lots is set forth on the grading plans on file with the City of Vallejo. Exhibit E may be modified from time to time by recorded notice to include adding additional Lots with underground subdrains.

3.8.4 Hillside Landscape Lots. Certain Lots in the Hiddenbrooke Development have slopes of 12 vertical feet or greater and are subject to landscape maintenance easements in favor of the City of Vallejo. Certain selected sloped areas will be maintained by the Hiddenbrooke Maintenance District in accordance with the special landscape plans applicable to these Hillside Landscape Lots as set forth in the City of Vallejo's Hillside Landscape Ordinance (Chapter 16.84 to Title 16 of the Vallejo Municipal Code) as the same may be amended from time to time.

ARTICLE 4

USE RESTRICTIONS

4.1 Residential Use. Except to the extent permitted by Sections 4.3 and 4.4, below, Lots shall be occupied and used for single-family residential purposes only.

4.2 Rental of Lots. The rental or lease of any Lot and Residence within the Development shall be subject to the provisions of the Governing Documents and Article 5 of this Declaration.

4.3 Restriction on Businesses. Lots shall be used for residential purposes only; no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purpose. Notwithstanding the foregoing, Owners or Residents of the Lot may use any portion of a Lot as an office, provided that: the primary use of the Lot is as a residence; no advertising or signage is used in any manner in connection with the office use; no customers, clients, or patients enter the Lot on any regular basis; and the use is in compliance with all local ordinances. The Board shall have the authority to adopt Rules regarding the use of offices within the Development in order to maintain the residential characteristics of the Development.

4.4 Child Care Facilities. Child care facilities may be maintained on any Lot within the Development so long as they comply with all governmental requirements. The owner/operator of any permitted day care facility shall provide the Association with prior written notice as to its operation and comply with all local and state laws regarding the licensing and operation of a day care center and, in addition, shall:

(a) Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center, as provided under *Health and Safety Code* section 1597.531. This Section 4.4(a) is intended to be and shall be conclusively deemed to be the written request to the operator or owner from the Association as specified in *Health and Safety Code* section 1597.531;

(b) Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability, action, or cause of action arising out of the existence and operation of the day care center;

(c) Abide by and comply with all of the Association's Governing Documents, including all Rules;

(d) Supervise and be completely responsible at all times for children for whom day care services are provided while they are within the Development; and

(e) Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these conditions, or other reasonable requests.

4.5 Residential Care Facilities. Except for residential care facilities serving six (6) or fewer persons and permitted in accordance with the California *Health and Safety Code* or other applicable statutes, no residential care facilities operating as a business shall be permitted in the Development. The owner/operator of any permitted residential care facility shall comply with all local and state laws regarding the licensing and operating of such facility, and, in addition, to the extent permitted by applicable laws, shall:

(a) Name the Association as an additional insured on the liability insurance or bond carried by the owner/operator of such residential care facility;

(b) Abide by and comply with all of the Association's Governing Documents, including all Rules;

(c) Supervise and be completely responsible at all times for the occupants of such residential facility while they are within the Development; and

(d) Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance or other reasonable requests.

4.6 Offensive Conduct, Nuisances, Noise. No harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable disturbance or annoyance to any Residents of the Development, or which shall in any way interfere with their use and enjoyment of their Lots. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Lot, which would unreasonably disturb another Resident's enjoyment of his or her Lot.

4.7 Hazards. Nothing shall be done, placed, or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Association, or which will be in violation of any governmental statute, ordinance, rule, or regulation. Each Owner and Resident shall comply with all requirements of all federal, state, and local governmental authorities and all laws, ordinances, rules, and regulations applicable to his or her Lot.

4.8 Requirement of Architectural Approval. As addressed in greater detail in Article 8, construction, installation, and exterior modification or alteration of Residences, buildings, common systems (including plumbing and electrical systems), outdoor structures (including Accessory Dwelling Units (hereafter referred to as "ADU" or "ADUs"), storage sheds, temporary buildings of any kind, landscaping (including hardscape), and outdoor lighting are subject to approval of the Hiddenbrooke Architectural Review Committee and/or Board.

4.9 Accessory Dwelling Units.

4.9.1 Construction of ADUs. Any Owner who wishes to construct an ADU on his or her Lot must first obtain written approval from the HARC and/or Board. Any request to construct an ADU must include plans and specifications that meet all applicable requirements found in the CC&Rs and Rules. Such Plans must and specifications must be approved by HARC and/or the Board before submitting them to the City of Vallejo.

4.9.2 Use of ADUs. ADUs are for residential use only. All Residents of the Development must comply with the CC&Rs and Rules, including but not limited to those restrictions related to parking; animals and pets; trash disposal; and the prohibition on activities that are harmful, offensive, or create a nuisance.

4.9.3 Rental of ADUs. Owners may rent ADUs, subject to the provisions of Article 5, below.

4.10 Sports Apparatus. Basketball backboards and standards shall not be placed on the Residence exterior facing the street, or any portion of the front yard of a Lot. Portable or removable basketball equipment is only allowed in the side or rear yard of the Lot **and never on the street**. Portable basketball equipment should be stored out of view when not in use if it is visible from the street.

4.11 Mailboxes and Exterior Newspaper Tubes. Mailboxes shall comply with all applicable postal regulations and Architectural Rules, if any. There shall be no free-standing exterior newspaper tubes.

4.12 Outside Drying and Laundering. Clotheslines and drying racks as are permitted as long as they comply with the Association's Rules, are installed in a backyard, and are screened from view from other Lots and the street. Permanent structures designed to suspend a clothesline or serve as a drying rack are subject to prior architectural approval pursuant to Article 8. The Board may adopt Rules regarding the installation and maintenance of outside drying and laundering systems. No other outside clothes washing, drying, or airing facilities shall be maintained in the Development.

4.13 Fences. All fences, hedges, walls and trellises shall comply with the Design Guidelines and shall be subject to the approval of the HARC. All fences, walls or trellises approved by the HARC and constructed by an Owner or Builder shall also comply with the regulations and ordinances of the City of Vallejo, including, but not limited to, any applicable restrictions with respect to the height of front yard fencing. Fences should be stained to prolong their life (refer to Design Guidelines for recommended stain colors). Fences situated adjacent to the Golf Course may include gates to allow access to Owner's property subject to HARC approval. Fencing with poles exceeding six (6) feet with netting to protect homes from errant golf balls are not permitted anywhere in the Development.

4.14 Satellite Dishes and Antennas. No outside radio, television, or telecommunications dish, antenna, wire, or other receiving or transmitting device shall be erected, constructed, or maintained on any Lot, except (i) those expressly approved by the Board or the Hiddenbrooke Architectural Review Committee, or (ii) those that, by law, cannot be prohibited. It is the intention of this Section 4.14 to restrict outside radio, television, or telecommunications dishes, antennas, wires, and other receiving or transmitting devices in the Development to the fullest extent permitted by law. The Board may adopt Rules regarding the installation and maintenance of satellite dishes and antennas and related wiring for all telecommunications devices.

4.15 Solar Energy Systems. Solar energy systems as defined in *Civil Code* sections 801.5(a)(1) and (2) are subject to prior architectural approval pursuant to Article 8. The Board may adopt Rules regarding the installation and maintenance of solar energy systems.

4.16 Animals and Pets.

4.16.1 Limitations on Animals and Pets. No animals shall be kept, bred, or maintained within the Development for commercial purposes. A maximum of two (2) common domestic household pets (i.e., dogs, cats and birds in cages) may be kept on each Lot. Aquatic animals kept in an aquarium are permitted, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. A reasonable number of small caged animals may also be kept on a Lot, subject to any Rules adopted by the Board. No other animals, livestock, poultry (including, but not limited to, chickens), or insects, of any kind shall be kept, bred, or raised on any Lot.

4.16.2 Structures for Animals and Pets. No structure for the care, housing, or confinement of any animal shall be maintained on any Lot unless first approved by the Board and/or HARC.

4.16.3 Owner's Responsibility for Animals and Pets. Each dog must be restrained on a leash held by a responsible person capable of controlling it while in an unenclosed front yard of a Lot, and in all common or public areas of the Development. The owner of each animal or pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such animal or pet. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be strictly liable to the Association and all other persons for any injury or damage to persons or property caused by the animal. The Owner shall indemnify the Association and its officers, Directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner, members of his or her household, guests, tenants, or invitees.

4.16.4 Rules. The Board may adopt and enforce Rules in addition to the provisions of this Section which may, among other things, include limitations on the number and size of animals and pets permitted.

4.17 Trash Disposal. Trash, garbage, accumulated waste plant material, or other waste and refuse shall be deposited only in containers provided for that purpose by the garbage collection service. Such containers and dumpsters shall be concealed from view on non-collection days, subject to Rules adopted by the Board, and may not be stored in the front yards of the Lots. Each Owner may place trash containers out for collection no earlier than the afternoon of the day preceding the day of collection and shall conceal these containers from view by 10:00 p.m. of the trash collection day. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept or accumulate upon any portion of the Development visible from the public streets, except in such

containers. The Association shall have the right to remove any extraordinary accumulation of rubbish, trash, garbage, or debris to an offsite trash collection facility at the offending Owner's or Resident's expense.

4.18 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials unless approved by the Board or specifically authorized by the Rules. All construction debris shall be picked up and deposited daily in an appropriate container specifically designed for that purpose and provided by or on behalf of the Owner.

4.19 Machinery and Equipment; Vehicle Maintenance. Unless approved by the Board, no power machinery or equipment shall be permitted within the Development except as is customary and necessary in connection with approved construction and/or Residents' non-commercial use. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and any other relevant factors. No vehicle maintenance is permitted in the Development, except within a garage.

4.20 Signs, Banners, Flags. No sign of any kind shall be displayed to the public view from any portion of the Development except:

- (a) Signs required by legal proceedings;
- (b) A single sign of customary and reasonable dimension and design complying with the Association or Design Guidelines and reasonably located on a Lot advertising a Lot for sale or rent ("Real Estate Signs"). Such Real Estate Signs are not permitted on HMD property, including along Hiddenbrooke Parkway and both sides of the entrance to the Development, including the Hiddenbrooke Waterfall;
- (c) Other signs which by law cannot be prohibited;
- (d) One (1) flag of the United States, subject to any Federal, State, City or County restrictions as to size and as to time, place, and manner of display;
- (e) Signs approved by the Board and/or HARC located at or near any entrance to the Development identifying the Development;
- (f) Signs required for traffic control and regulation of streets or open areas within the Development;
- (g) Signs that indicate security system installation on an Owner's Lot that are not larger than five inches (5") by ten inches (10");

(h) Signs that advertise garage sales that are of dimensions and in locations approved by the HARC; and

(i) Signs as approved by the HARC and/or Board for a purpose reasonably related to the affairs of the Association.

4.21 Vehicles and Parking. Vehicles of Owners and Residents shall not be parked anywhere in the Development except wholly within the garage or driveway located on the Lot, unless there are more such vehicles than these areas are designed to accommodate. No vehicle parked in a driveway shall block the sidewalk. No vehicle, including trailers, recreational vehicles, boats or commercial vehicles shall be parked continuously in the street for longer than seventy-two hours.

4.22 Prohibited Vehicles. No trailer, camper, mobile home, recreational vehicle, ATV, boat, golf cart, or similar equipment, commercial vehicle (as defined in Section 4.23, below), or truck other than a standard size pickup truck (i.e., one ton or less), shall be parked, kept, stored, or permitted to remain upon any area within the Lot, other than wholly within a garage and in accordance with the Rules. All vehicles parked within the Development must have current registration. Vehicles that are dilapidated, inoperable, registered for non-operation, or covered with tarps, must be parked within a garage. The term "commercial vehicle" shall not include any sedan or standard size pickup truck which is used for both business and personal uses, provided that any signs or markings of a commercial nature on such a vehicle shall be unobtrusive and inoffensive as determined by the Board.

4.23 Definition of Commercial Vehicle. "Commercial vehicle" shall mean (i) any vehicle that is classified as Class 3 and above by the United States Department of Transportation Vehicle Inventory and Use Survey, meaning any vehicle with a Gross Vehicle Weight Rating (GVWR) of more than ten thousand pounds (10,000 lbs.), (ii) any vehicle (including vehicles with a GVWR of ten thousand pounds or less) displaying signs or markings of a commercial nature, unless such signs or markings are small and unobtrusive as determined by the Board (for example and not by way of limitation, commercial information on a license plate holder or a dealership decal or nameplate on a vehicle or a magnetic sign would be considered "unobtrusive"); and (iii) any vehicle that is equipped to carry more than ten people.

4.24 Parking Enforcement; Parking Rules. In addition to the provisions of Sections 4.21 through 4.23, above, the Board shall have the power and authority to adopt, promulgate, and enforce parking Rules and shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such power shall include the power

and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked on a Lot within the Development in violation of any of the provisions of the Governing Documents. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Lot Owner responsible or whose household members, tenants, or guests are responsible for the presence of such vehicle.

4.25 Garages. Garages are to serve as the primary parking facility for Resident vehicles. Permanent alterations to a Garage, which would reduce the number of available parking spaces within the Garage, are not allowed. Each Owner and Resident shall keep his or her garage and driveway in a sanitary and safe condition. Each garage door shall remain closed except as necessary to permit entry and exit of vehicles or to provide ventilation for individuals working in the garage area. Use of the garage for sleeping quarters is expressly prohibited. No pad or space adjacent to the garage or any other portion of a Lot other than the driveway shall be used for the parking of any vehicles. No carports of any kind, including temporary or permanent canvas or similar materials for a parking structure shall be allowed on any Lot, unless approved by HARC. No vehicle shall be maintained, repaired, or reconstructed on a Lot except in a garage or in the case of an emergency, on a temporary basis in the driveway. Each Residence constructed on a Custom Lot shall have a garage that, at a minimum, shall permit parking of at least two (2) full-size automobiles and shall also comply with any additional parking requirements for Custom Homes in the Design Guidelines.

4.26 Window Coverings. Drapes, window shades, and other window coverings installed in the windows of any Residence shall comply with any Rules adopted by the Board. In no event shall aluminum foil, newspaper, cardboard, blankets, sheets, or similar materials be placed in windows.

4.27 Accessory Structures. Accessory structures, such as ADUs, storage sheds, guest houses, or cabanas, may be installed and maintained on any Lot provided that: (i) the building is compatible with the architecture of the home and is painted or finished to blend with the color of the residence; (ii) the building is constructed in compliance with all local ordinances; (iii) the building is screened from view from the Golf Course and from street level of all streets and Lots in the Development; (iv) Lot Owner obtains the written approval of the HARC in accordance with the provisions of Article 8 prior to the installation of the building; and (v) all Residents comply with the provisions of the Governing Documents and Rules, including those relating to rentals and ADUs. In granting approval, the HARC, in its sole discretion, may impose additional requirements as conditions to the installation and maintenance of the building, including but not limited to height and size limitations, and set back and screening requirements.

4.28 Restrictions on Further Subdivision. No Lot shall be further subdivided nor shall less than all of any Lot be conveyed by an Owner or builder thereof without the prior written approval of the Board and the City of Vallejo. No easement or other interest in a Lot shall be given without the prior written approval of the Board.

4.29 Drainage. No Owner of a Lot shall in any way interfere with or change the established drainage pattern over his or her Lot or adjoining or other Lots; *provided, however,* each Owner and Builder shall make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his or her Lot. For the purpose hereof "established drainage" is defined as the drainage that occurred at the time the overall grading of said Lot was completed. Any change in grading or drainage on any Lot shall first be approved by the HARC appointed thereby and by the City of Vallejo. Each Owner and Builder shall permit free access by Owners or Builders of adjacent Lots to slopes or drainage ways located on his or her Lot when such access is necessary for the maintenance of the drainage facilities to protect property other than the Lot on which the slope or drainage way is located.

The foregoing restriction does not in any manner restrict the rights of either the Golf Course owner or the Hiddenbrooke Maintenance District to modify the drainage pattern within any landscape easement area that benefits and/or is maintained by the Golf Course Owner or the District.

4.30 Weed Abatement. Each Owner is responsible for weed abatement on his or her Lot and is required to take all necessary steps to ensure that weeds are not allowed to constitute a fire hazard on any portion of his or her property. After notice to the Lot Owner, the Board may cause weeds constituting a fire hazard or otherwise in violation of this section or the Design Guidelines to be removed or otherwise maintained, and any such charges for this action shall be the responsibility of the Lot Owner and shall be collectible by the Association by all legal means, including by a Reimbursement Assessment. All weeds must be collected and not allowed to be blown onto adjacent Lots or left in the street.

4.31 Air Conditioning Units. No window, wall, or roof air conditioning unit shall be permitted if such unit is visible from any portion of the Development other than the Lot upon which such unit is placed.

4.32 Mineral Exploration. No Lot shall be used to explore or remove any water, oil, hydrocarbons, or minerals of any kind without the approval of the Board, and only if permitted by local ordinance.

4.33 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, or installation of lines for solar equipment, shall be

constructed, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under, or on buildings or other structures approved by the HARC. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of buildings approved by the HARC. All exterior wires and conduits visible from the street installed after the recording of this Declaration, must be painted to match the exterior color of the Residence and/or roof.

4.34 Exterior Lighting. Any exterior electrical, gas or other artificial lighting installed on any Lot, including swimming pool lighting, shall be subject to the approval of the HARC and shall be of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Lot. Further Rules regarding exterior lighting may be promulgated by HARC. All residences shall have functioning lighted house numbers which must be unobstructed and visible from the street.

4.35 Fires. There shall be no exterior fires whatsoever, except fireplace fires, barbecue fires which are contained within receptacles designed for such purpose or outdoor gas-operated heaters.

4.36 Balconies. No Owner or Builder shall use any balcony attached to the Residence for storage purposes. All balconies must be kept in a neat and tidy condition when visible from the street or neighboring homes.

4.37 Outdoor Holiday Decorations. Holiday decorations and lights may not be placed on a Lot more than thirty (30) days before the holiday, and must be removed within fourteen (14) days following the holiday for which the decorations and/or lights were installed.

4.38 Temporary Occupancy. No recreational vehicle, trailer, tent, shack, barn, garage, basement or any partially constructed building or temporary building or structure of any kind shall be used at any time as a Residence in the Development, either temporarily or permanently.

4.39 California Red-Legged Frog. Certain portions of the Hiddenbrooke Development have been identified as habitat areas for the California red-legged frog (*Rana aurora draytonii*), a species listed as a threatened or endangered species under the Endangered Species Act of 1973. The habitat areas generally are located within riparian areas such as creeks, lakes, drainage areas, and wetland areas. Since the discovery of the frogs, certain protective measures have been instituted to protect the frogs and their habitats including the following:

(a) Surveying areas prior to the commencement of construction to search for and remove the frogs to another area;

(b) Erecting solid barrier fences between habitat areas and construction areas;

(c) Identifying habitat areas by signs stating "Wetland and Wildlife Area – Please Keep Out";

(d) Assisting the golf course superintendent in transmitting information to golfers regarding the sensitivity of the wetland areas; and posting signs in the golf carts;

(e) Informing building contractors and their employees about the presence of the red-legged frogs, the need to take appropriate measures to protect the frog during construction, and the consequences of harming, harassing, or killing the frogs; and

(f) Informing homeowners through this Declaration of the endangered species status of the red-legged frog and the measures taken to protect the frog and its habitat.

The trapping, capturing, harassing, or intentionally harming the red-legged frog is prohibited. Any such action may result in civil and/or criminal penalties. Fines may exceed \$10,000 per day.

Everyone entering onto the Hiddenbrooke Development must cooperate in protecting the red-legged frog and its habitat. It is the responsibility of all Residents to inform their guests and invitees regarding this important habitat protection requirement.

ARTICLE 5

RENTING OR LEASING

5.1 Requirements for Renting. An Owner who wishes to rent his or her Lot and Residence shall:

(a) Do so pursuant to a written lease or rental agreement. The lease or rental agreement shall expressly provide that its terms are subject to all the provisions of the Governing Documents and that failure of the tenant, members of the tenant's household, invitees, or guests to comply with applicable provisions of the Governing Documents shall constitute a breach of the terms of such lease or rental agreement;

(b) Provide the tenant(s) with a copy of the Governing Documents and any subsequent changes thereto;

(c) Notify the Board of the name of each tenant and of the members of the tenant's household; and

(d) Have the duty and responsibility to keep the Board apprised of his or her current address and telephone number.

5.2 Rental of Lots and Residences. A Lot and Residence may be rented under one of the following conditions: a) the entire Lot and Residence may be rented as a unit, including any ADUs, and no portion of the Lot may be subleased including any room in the main residence, or the ADU; b) a room or ADU on a Lot may be rented as long as the Owner lives in the non-rented portion of the Residence during the entire rental period; or c) an Owner may live in an ADU and rent the main Residence as long as the Owner resides in the ADU during the entire rental period.

5.3 Subleases/Roommates. There may be only one lease per Lot, and subleases are prohibited. The preceding sentence is intended to prohibit the operation of a rooming house or similar operation within the Development. This Section is not intended to prohibit a resident Owner from sharing his or her Residence with a roommate or other person(s) with whom the Owner maintains a common household.

5.4 Short-Term Rentals. No portion of any Lot or Residence shall be sublet nor shall any Owner lease a Lot or Residence for transient or hotel purposes. Owners are prohibited from offering all or part of any Lot or Residence for short-term rental (i.e., for a period of less than thirty (30) days), through Airbnb, VRBO, or other similar websites or entities, or by any other rental agreement which includes as consideration payment of money, trade, or barter of other goods or services, or conveyance of property occupancy rights. However, a resident Owner may share his or her Lot or Residence with a roommate or other persons with whom the Owner maintains a common household and such persons may pay rent to the resident Owner.

5.5 Time-Share Arrangements Prohibited. No Lot or Residence shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program, or arrangement including, without limitation, any so-called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time-sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Lot or Residence in the Development rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time. This Section shall not be

construed to limit the personal use of any Lot or Residence in the Development by any Owner or his or her or its social or familial guests.

5.6 Implementation. Upon request from the Board after this Declaration is recorded, each Owner renting or leasing a Lot or Residence shall provide such information as the Board may reasonably require to implement the provisions of this Article 5, including but not limited to the names of the tenants and the members of the tenants' household and the duration of the lease. Upon request by the Board, such Owners shall also provide the Board with a statement signed by the tenants acknowledging that they have read and understand the Association's Governing Documents and will abide by the provisions contained therein.

5.7 Association as Third-Party Beneficiary. The Owner and the tenant(s) of any Lots subject to this Declaration shall be conclusively deemed to have agreed that the Association is an intended third-party beneficiary to the contract between the Owner and the tenant(s); that failure of the tenant, members of the tenant's household, or guests to comply with the Governing Documents shall constitute a breach of the terms of the contract between the Owner and the tenant(s); and that the Association shall have the right but not the obligation to enforce the contract and to pursue every remedy available under the contract, under the Declaration, including but not limited to the rights granted pursuant to Section 5.11, below, or under the law, including eviction, to the same extent as the Owner of the Lot. The Association's right to maintain an eviction action shall arise only in the event that: (i) the Association has given notice to the Owner detailing the nature of the infraction, and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments against eviction by the Association, and (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

5.8 Owner Responsible for Tenant's Actions; Indemnification of Association. Each Owner leasing or renting a Lot shall be responsible and strictly liable to the Association for the action of such Owner's tenant(s) in or about all Lots and for each tenant's compliance with the provisions of the Governing Documents. To the fullest extent permitted by law, every Owner of a Lot that is occupied by persons other than the Owner pursuant to a rental agreement or lease or otherwise, agrees to and shall indemnify and defend the Association, its Directors and agents and shall hold them harmless from and against any cost, loss, claim, or damages of any kind, arising out of the conduct or presence of the occupants of the Lot, including but not limited to attorneys' fees, any claims for consequential damages, and any claims arising or alleged to arise out of the enforcement or non-enforcement by the Association of the Governing Documents with respect to such occupants. Any amounts owed pursuant to this Section may be assessed as a Reimbursement Assessment.

ARTICLE 6

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

6.1 Lots and Residences. Except as otherwise specifically provided in this Declaration, each Owner shall provide maintenance, repair and replacement of the Owner's Lot, including the Residence and other improvements located thereon, in a manner consistent with the standards established by the Governing Documents and in compliance with the Architectural Rules. Each Owner shall be responsible for maintaining their Residence in good condition and state of repair, including but not limited to; exterior paint, shutters, stucco and siding, patios, structural elements, accessory structures, fences, mailboxes, driveways, walkways, and lighted house numbers.

6.2 Landscaping. All new and existing landscaping shall be maintained in a clean, attractive and well-kept condition similar to other well-maintained yards in the Development through regular trimming, mowing, watering, and fertilization. Landscape care shall be in accordance with the Design Guidelines, City of Vallejo and Specific Plan requirements (including without limitation those related to fire resistance and water conservation). Areas of bare ground should be vegetated and/ or covered with mulch, except that large areas of only mulch and bark are not allowed. Trees, shrubs, and plantings shall be trimmed so that they shall not overhang or encroach upon, above, or below any other Lot, sidewalk or street, unless the prior approval of the HARC is obtained.

6.3 Other Components.

6.3.1 Utility Lines Serving Lot. Each Owner shall be responsible for the maintenance, repair and replacement of sewer, water, electrical and other utility lines and fixtures located on his or her Lot. Additionally, each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewer line that exclusively serves his or her Lot, even if located outside of the Lot. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

6.3.2 Replanting of Damaged Vegetation. Any portion of a Lot from which the natural vegetation is removed, destroyed, or damaged by fire, lack of irrigation or neglect shall be re-landscaped, planted, irrigated, and watered within (60) days of said damage in the same manner as originally planted, unless new landscaping plans are submitted to and approved by the HARC. In the event that a Lot is planned to be re-landscaped in a manner substantially different than that originally approved, then the plans therefor shall be submitted for HARC approval in accordance with provisions of Article 8 hereof.

6.3.3 Trees. The maintenance of all trees on a Lot, shall be the obligation of the Lot Owner. All trees shall be trimmed by the Owner of the Lot upon which the same are located so that the same shall not extend beyond the property line of any Lot or interfere with pedestrian use of the sidewalks. No mature trees in a front yard, including City Street Trees, shall be removed or replaced by an Owner or Builder without the prior consent of the HARC. **No City Street Tree shall be "topped" or severely trimmed in a manner that will permanently damage the structure and appearance of the tree.**

6.3.4 Slope Maintenance. Each Owner and Builder will keep, maintain, water, plant, and replant all slope banks located on his or her Lot (other than banks located within any area subject to certain selected landscape easements in favor of the Golf Course, the City of Vallejo, or the Hiddenbrooke Maintenance District) so as to prevent erosion and to create an attractive appearance. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken on any of said slope banks which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels, if any, or obstruct or retard the flow of water through drainage channels, if any.

6.4 Limitation on Association Responsibility and Liability. Except as specifically provided in this Article 6, the Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any improvement therein, except to the extent that the need for such maintenance, repair or replacement results from the willful misconduct or gross negligence of the Association, its employees, contractors, or agents.

6.5 Repair of Damage Caused by Wood-Destroying Pests or Organisms and Other Pests. Each Lot Owner is responsible for costs of repair and maintenance of any improvements on the Lot, including the Residence, damaged by the presence of wood-destroying pests or organisms or other pests. Such responsibility shall include the responsibility for periodic maintenance to prevent the occurrence or re-occurrence of wood-destroying pests or organisms or other pests. The expense of any temporary relocation during such repair and maintenance of any Lot and/or Residence shall be the responsibility of the Lot Owner.

6.6 Compliance with Architectural Guidelines and Rules. An Owner's right and responsibility for maintaining, repairing or replacing any portions of his or her Lot shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 7.

6.7 Board Discretion. The Board shall have the absolute discretion to determine whether any maintenance, repair or replacement, which is the responsibility of an Owner, is necessary to correct a safety hazard for the

neighbor(s) adjacent to an Owner's Lot or to preserve the appearance and value of the property within the Development or any portion thereof, and may notify an Owner of the work the Board deems necessary. In the event an Owner fails to perform such work within sixty (60) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the opportunity of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment. In the case of an emergency, or if the Owner's failure to perform work presents a safety hazard, the Board may cause such work to be done immediately, without notice to the Owner, and charge the cost thereof to the Owner as a Reimbursement Assessment. The following shall constitute emergency situations for purposes of the preceding sentence: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development; (ii) a traffic or fire hazard; (iii) a threat of material damage to or destruction of the Development or any portion thereof.

ARTICLE 7

BUILDER APPROVALS AND PERMITS

This Article shall apply only to Builders and shall not apply to Owners; provided, however, that for purposes of this Article, an Owner shall be deemed to be a Builder if such Owner is constructing a Residence on his or her Lot.

7.1 Government Approvals and Permits. Except as otherwise specifically provided in this Declaration, each Builder shall obtain, at its sole expense, all City and other governmental approvals which may from time to time be required for such Builder's development on the Development. At all times, each Builder's development on the Development shall be in compliance with all ordinances, laws, and regulations relating to the Development and Builder's development thereon, including but not limited to this Declaration and the Specific Plan.

7.2 Coordination of Processing of Governmental Approvals. Prior to the filing by any Builder of any requests, applications or any other submittals for governmental approvals or permits which require discretionary action on the part of any governmental agency, each of said approvals, applications or other submittals shall be coordinated with the HARC and submitted to HARC for approval prior to the filing, which approval shall not be unreasonably withheld.

7.3 Existing Approvals. No Builder shall seek to amend, modify, or terminate any of the Existing Approvals without the prior written consent of HARC and/or the Board, which consent may be withheld in HARC and/or the Board's sole and absolute discretion. No Builder shall seek to increase the number of dwelling units which can be constructed on the Development in excess of the density limitation without the prior written approval of the HARC and the City of Vallejo.

7.4 No Liability. The review and approval by HARC and/or the Board of any materials submitted to it under this Article shall not be deemed to be an acknowledgment by the HARC and/or the Board that such submitted materials are in conformance with existing laws, statutes, and regulations, or such documents are accurate or enforceable.

ARTICLE 8

ARCHITECTURAL REVIEW

8.1 Architectural Approval Required. The prior written approval of the Hiddenbrooke Architectural Review Committee ("HARC") and/or Board is required for the following improvements and/or modifications.

8.1.1 Improvements and Modifications. No exterior addition or modification of any kind, including but not limited to any fence, wall, obstruction, window, exterior door, balcony, screen, patio cover, tent, awning, accessory structure, roof, pool, outdoor lighting, improvement, or other structure of any kind, and/or landscaping, shall be commenced, erected, painted or maintained within the Development, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same have been submitted to and approved in writing by the Hiddenbrooke Architectural Review Committee and/or Board as provided in this Article 8. A failure to submit plans for improvements and modifications to HARC prior to construction or installation is a violation of this Declaration subject to enforcement action as set forth in Article 11.

8.1.2 Satellite Dishes and Antennas. No mast, pole, tower, antenna, receiver, transmitter, or satellite dish, to the extent restricted by Section 4.14, may be commenced, erected or installed without the prior written approval of the Hiddenbrooke Architectural Review Committee and/or Board as provided in this Article 8.

8.1.3 Solar Energy Systems. No installation or modification of a solar collector, solar panel, or other solar energy device or system is permitted without the prior written approval of the Hiddenbrooke Architectural Review Committee and/or Board as provided in this Article 8.

8.1.4 Equipment on Roof or Exterior Walls. Without limiting the generality of Section 8.1.1, above, mechanical equipment, such as air conditioners, shall not be placed on or attached to any roof or exterior wall without the prior written approval (including, without limitation, as to screening and installation) of the Hiddenbrooke Architectural Review Committee and/or Board.

8.1.5 ADUs. No detached ADU, attached ADU, or ADU entirely within an existing Residence may be constructed, installed, or maintained on a Lot without the prior written approval of the Hiddenbrooke Architectural Review Committee and/or Board as provided in this Article 8. ADUs are limited to one (1) bedroom and 800 square feet of floor area, and must meet all other requirements in the Design Guidelines.

8.1.6 Landscaping. All new landscaping shall be in accordance with landscaping plans that have been approved by the HARC. No Owner or Builder shall alter existing landscaping without first obtaining the prior approval of the HARC. Each Owner shall landscape any portion of the Owner's Lot subject to any restrictions on plantings contained in other sections of this Declaration, the Design Guidelines, and City and Specific Plan requirements (including, without limitation, those relating to fire resistance).

8.1.7 Swimming Pools. Swimming pools must be located at the side or rear of Residences in compliance with all zoning setback requirements. Pools must be adequately screened from view from adjacent Lots and the Golf Course subject to HARC and/or Board approval. Pool and jacuzzi equipment must be housed or screened and preferably installed underground to prevent excessive noise and to minimize visibility from adjacent Lots. Pools shall be installed underground unless otherwise approved by the HARC. Pool lighting and equipment shall be located and sized so as not to unreasonably disturb the residents of any other Lot.

8.1.8 Custom Lots.

(a) Minimum Floor Area of Residences. The square footage area, exclusive of porches, patios, exterior stairways, and garages of any Custom Lot Residence shall not be less than two thousand five hundred (2,500) square feet. The square footage shall be determined by measuring from the exterior walls of the Residence.

(b) Height Limit of Residences. No Custom Lot Residence shall be more than two (2) stories or thirty-five (35) feet (measured from the lowest point of the finished ground level for the Custom Lot upon which the Residence is situated) in height to the highest point of the structure (except as otherwise permitted by the City, the Design Guidelines, and the HARC with respect to a Lot having a significant slope).

(c) Diligence in Construction Required. The work of constructing and erecting any building or other structure on any Custom Lot shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time in accordance with the written approvals issued by HARC and/or the Board. No outbuilding shall be completed prior to the

completion of the dwelling, except that temporary storage and convenience facilities may be erected for workers engaged in building a dwelling on the Custom Lot, but such temporary facilities shall be removed as soon as the dwelling is completed.

(d) Construction on Contiguous Lots. In the event that an Owner, or Builder acquires fee title to one (1) or more Custom Lots, then the Owner or Builder may be permitted to construct on a portion of the Lot(s) acquired by it a swimming pool, tennis court, or accessory structure in conjunction with the Owner's or Builder's Residence, provided that the plans therefor have received architectural approval pursuant to the provisions of this Article.

8.2 Establishment of Hiddenbrooke Architectural Review Committee ("HARC").

8.2.1 Members. The HARC, if any, shall be composed of at least three (3) but not more than five (5) Members in Good Standing appointed by the Board of Directors. The Board may also appoint one alternate member who may be designated by the HARC to act as a member of the HARC in the absence or incapacity of any HARC member. HARC members shall serve two-year terms subject to the Board's power to remove any HARC member and to appoint his or her successor. Except for the HARC administrator responsible for receiving and facilitating the review of plans submitted to HARC for review, neither the members of the HARC nor its designated representatives shall be entitled to any compensation for service performed pursuant hereto.

8.2.2 Board May Serve as Hiddenbrooke Architectural Review Committee. If at any time there is not a duly constituted Hiddenbrooke Architectural Review Committee, the Board shall exercise the functions of the HARC in accordance with the terms of this Article 8.

8.2.3 Vacancies. In the event of a vacancy on the HARC, the Board shall have the full authority to appoint a new member.

8.2.4 Duties. It shall be the duty of the Hiddenbrooke Architectural Review Committee, if any, to consider and act upon proposals or plans submitted to it pursuant to the terms of this Article 8, to perform other duties delegated to it by the Board, to carry out all other duties imposed upon it by this Declaration, and act in accordance with *Civil Code* section 4765.

8.2.5 Meetings, Minutes, Reimbursement. The HARC, if any, shall meet as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members of the HARC shall constitute an act by the HARC. The HARC shall keep and maintain a record of all actions/recommendations taken by or made by it at such meetings or otherwise. The

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

8.3 Architectural Rules and Design Guidelines. Subject to the Board's approval and the requirements of *Civil Code* sections 4350 *et seq.*, the HARC, if any, may propose, for adoption by the Board, Architectural Rules and Design Guidelines which may interpret and implement the provisions hereof by providing for any or all of the following:

(a) The standards and procedures for HARC and/or Board review, including the required content of application and procedures for obtaining preliminary and final approval of plans.

(b) Guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials, and similar features which are recommended or required for use in connection with particular improvement projects within the Development.

(c) The criteria and procedures for requesting variances from any property use restrictions or minimum construction standards that would otherwise apply to the proposed improvement under the Governing Documents. All variances shall be reviewed on a case-by-case basis with no precedent being established if a variance is granted in a particular instance and must be approved by a majority of the affirmative votes of the HARC and/or Board.

(d) Lists of repair projects and minor improvement projects that can receive final review and approval by the Hiddenbrooke Architectural Review Committee, if any, without review/approval by the HARC and/or Board, so long as the project is undertaken in accordance with plans and specifications that are consistent with the Architectural Rules and Design Guidelines or the project involves use of an identical color or external material to the existing color or material and the new materials/colors are submitted to and reviewed by the HARC, if any;

(e) Notwithstanding the foregoing, no Architectural Rules or Design Guidelines shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules or Design Guidelines and this Declaration, the provisions of the Declaration shall prevail.

8.4 No Right to a View. Owners do not have the right to an unobstructed or any other type of view from their Lot. This Declaration shall not be construed as granting any Owner a right to a view, and neither the Association nor any Member shall have an obligation to take any action regarding or to preserve or

provide for a view from any Lot. This shall be the case even if an Owner purchased a "view Lot" from the Builder. Owners should anticipate that the view, if any, which may exist at the time of their Lot purchase will change during the period of their ownership.

8.5 Approval of Plans and Specifications by HARC for New Owner/Builder Homes and Additions.

8.5.1 Preliminary Review. Any Owner or Builder proposing to construct improvements or taking other actions requiring the prior approval of the HARC pursuant to this Declaration, shall first apply to the HARC for preliminary review by submission of preliminary drawings of the proposed improvements in accordance with the Design Guidelines. The purpose of the preliminary review procedure is to allow an Owner or Builder proposing to construct improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary review shall be considered and disposed of as set forth below.

8.5.2 Time Periods for Review. Following preliminary review, HARC will provide written comments to the Owner/Builder within 14 days, and Owner/Builder will review HARC's comments and submit a revised set of plans to HARC. After reviewing the revised plans HARC, at its sole discretion, may determine assistance from an outside architect is needed to address specific concerns identified by HARC. The outside architect will have 21 days to provide any comments/recommendations. Owner/Builder will review any such comments and submit a final set of full and complete plans to HARC.

8.5.3 Final Approval. Any application for final approval which (a) is complete, (b) consists of proposed improvements in accordance with the provisions of the preliminary review, (c) is otherwise acceptable under the terms of this Declaration and the Design Guidelines, and (d) is not deemed by the HARC to be contrary to the best interests of the Hiddenbrooke Development, shall be approved by the HARC as set forth below. Notwithstanding the foregoing, the HARC may condition its approval upon the Owner's or Builder's agreement to make such changes therein as the HARC deems appropriate and may require submission of additional plans and specifications or other information before approving or disapproving the plans submitted.

Within forty-five (45) days after a complete application for final approval is received by HARC, the HARC shall consider and act upon such application. In the event the HARC fails to approve or disapprove any such final plans within forty-five (45) days after all documents and information requested by the HARC have been received by it (with the exception of applications for the installation of solar energy systems pursuant to *Civil Code* section 714), the Owner

or Builder requesting such approval may submit a written notice to the HARC advising the same of its failure to act. If the HARC fails to approve or disapprove any such final plans within forty-five (45) days after the receipt of said notice from such Owner or Builder, the Owner or Builder may proceed with dispute resolution procedures. Upon final approval by the HARC, the applicant shall proceed with diligence in commencing construction of the improvements and shall diligently pursue such construction to completion.

8.5.4 Amendments. No material change shall be made to any document or other item subject to the HARC's written approval under the terms hereof, unless and until such document or other item is resubmitted to the HARC for its approval as provided herein, and such changes shall be effective only after the HARC's written approval. Any amendments, revisions, or modifications to any of the plans shall be reviewed and approved or disapproved by the HARC within thirty (30) calendar days of the HARC's receipt thereof. If the HARC disapproves any such items, the HARC shall state the reasons for such disapproval in a notice delivered to the Owner or Builder within the time required. The Owner or Builder shall resubmit, within thirty (30) calendar days of receipt of the HARC's written request for corrections or revisions, a new set of the portion of the plans which have been disapproved which incorporates the HARC's corrections or revisions. If an Owner or Builder fails to resubmit such revised plans, any approval previously given shall be deemed revoked.

8.6 Approval of Plans and Specifications for Improvements and Enhancements by Owner to Existing Residences and/or Landscaping. All plans submitted to HARC for exterior modifications to existing Residences and/or Landscaping must meet the submittal requirements listed in the Design Guidelines, and final approval is subject to the procedures set forth in Section 8.5 above.

8.6.1 Timing and Form of Approval for Improvements and Modifications to Existing Residences and Landscaping. All approvals and rejections of requests for approval shall be in writing and shall be issued by HARC and/or the Board within sixty (60) days from the date of submission of a complete application to HARC and/or the Board; except that, in the case of an application for installation or use of a solar energy system subject to *Civil Code* section 714, any application that is not denied by the HARC and/or Board within forty-five (45) days from receipt of a complete application shall be deemed approved. Owners are responsible for confirming receipt of an application by the HARC and/or Board. Oral approvals will be of no force and effect. If an application is rejected, the decision shall include an explanation of the decision of HARC and/or Board and a notice describing the Owner's right to request reconsideration, if any.

8.7 Fees; Consultants. The Board may establish a reasonable fee or fees for HARC's review of architectural or landscaping applications, drawings, plans, and specifications which may include the cost of retaining outside

consultants, including but not limited to architects, engineers, soils experts, contractors, or an administrator to facilitate the timely processing and review of applications by HARC. The costs of any such outside consultants shall be borne by the applicant whose plans are reviewed and shall be paid as part of the fees. Payment of all appropriate fees shall be a condition of obtaining HARC approval.

8.8 Decisions on Architectural Applications. The Owner or Builder and, in the Board's discretion, other interested persons, may present information relevant to the requested approval. The decisions of the HARC and/or Board shall be made in good faith and in the best interest of the Development, and shall not be unreasonable, arbitrary or capricious. The HARC and/or Board may employ subjective criteria and judgments in their review of and determination regarding plans and proposals submitted to them. The decisions of the HARC and/or Board shall be made from the perspective of the interest of the Development as a whole, including the coherence, value, attractiveness, and aesthetic compatibility of all architectural designs and features in the Development, after consideration of all factors the Board determines to be relevant and after reasonable investigation consistent with the scope and circumstances of the proposal.

8.9 Grant of Approval. The HARC, or if there is no Committee, the Board, shall grant the requested approval only if all the following conditions are met:

(a) The Owner or Builder complied with the provisions of Sections 8.5 and/or 8.6, above.

(b) The HARC and/or Board find(s) that the plans and specifications conform to this Declaration and to the Architectural Rules and Design Guidelines in effect at the time such plans were submitted to the HARC and/or Board.

(c) The HARC and/or Board determine(s) that the proposed improvements would be consistent with the standards and aesthetics of the Development and the purposes of this Declaration as to: quality of workmanship, design and materials; harmony of exterior design with the existing improvements; structures; and location with respect to topography and finished grade elevations.

8.10 Appeals; Reconsideration by the Board. If an application is denied by the HARC, the applicant is entitled to reconsideration of the decision by the Board at an open Board meeting. The Architectural Rules shall contain procedures to process appeals pursuant to this Article 8; however, denial decisions rendered by the Board may not be appealed. HARC decisions may also be modified or overturned by the Board on its own initiative.

8.11 Commencement and Completion. All final approvals by HARC shall be in writing and include dates for completion of work and may include dates for commencement of work. Owners and Builders shall proceed with due diligence on approvals granted by HARC. If an Owner or Builder shall fail to comply with this Section, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner or Builder, extends the time for such completion or commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted. The Owner or Builder shall complete the approved work by the stipulated date in the approval letter, except and for as long as such completion is rendered impossible or would result in a great hardship to the Owner or Builder due to strikes, fires, natural emergencies, natural calamities, or other supervening forces beyond the control of the Owner or Builder and/or their agents. If an Owner or Builder fails to comply with this Section, the Board shall proceed in accordance with the provisions of Section 8.12 below.

8.12 Inspection of Completed Work; Non-Compliance. Inspection of work and correction of defects therein shall proceed as follows:

(a) Right of Inspection During Course of Construction. The HARC or its duly authorized representative *may*, but is not required to, enter onto any Lot, from time to time, at any time with or without notice during the course of construction or installation of any improvements for the purpose of inspecting such construction and/or installation. If the HARC determines that such construction and/or installation is not being done in substantial compliance with the approved plans and specifications, it shall notify the Owner or Builder of the Lot of such noncompliance within ten (10) business days following the date of inspection, and the Owner or Builder shall stop all further construction until the HARC provides a written notice of compliance with the approved plans and specifications.

(b) Notice of Completion. Upon the completion of any improvements, or upon the completion of any other work for which approved plans are required under this Article, the Owner or Builder shall give written notice (which may be given via electronic transmission) of completion thereof to the HARC. The notice of completion shall " certify that the improvements have been completed and are in compliance with the plans approved by the HARC.

(c) Inspection. Within thirty (30) days thereafter, the HARC, or its duly authorized representative, shall have the right to enter on the Lot to inspect such improvement to determine whether it was constructed, reconstructed, altered, or refinished to substantial compliance with the plans; *provided, however*, that if a Residence is occupied, the HARC shall provide the Owner with reasonable notice of its intent to inspect, except in case of an emergency. If the HARC finds that such construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the plans, it shall notify the Owner or Builder in writing

of such noncompliance within such thirty (30) day period, specifying particulars of noncompliance, and shall require the Owner or Builder to remedy such noncompliance.

(d) Noncompliance. If, upon the expiration of sixty (60) days from the date of such notification, the Owner or Builder shall have failed to remedy such noncompliance, the Association may either remove the noncomplying improvement or remedy the noncompliance, and the Owner or Builder shall reimburse the Association for the costs of such removal or remedy, as provided in this Declaration.

(e) Failure to Notify. If for any reason the HARC fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said notice of completion from the Owner, the Owner or Builder may proceed with dispute resolution procedures.

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

8.14 Liability. Neither the HARC and/nor the Board (or any member thereof) shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any property within the Development; (iv) delays in reviewing an application due to failure of the Owner or Builder to submit the required information for HARC's review; or (v) the execution and filing of an estoppel certificate pursuant to Section 8.15, whether or not the facts therein are correct; *provided, however*, that the HARC and/or Board (or any member thereof) has acted in good faith on the basis of such information as may be possessed by it (or such HARC, if any, and/or the Board member). Without in any way limiting the generality of the foregoing, the HARC, if any, and/or Board (or any member thereof) may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the HARC and/or the Board. Every purchaser, by acquiring title to a Lot, agrees not to bring any action or suit against the HARC, if any and/or Board (or any member thereof) seeking to recover any such damages.

8.15 Compliance with Governmental Requirements. The application to the Association and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility

for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the HARC and/or the Board, (or any member thereof) as to the accuracy, efficacy, or sufficiency thereof. The obtaining of a permit or other approval of a government agency shall not be a substitute for nor constitute compliance with the requirements of this Article 8.

8.16 Variances. The HARC and/or Board, in its sole and absolute discretion, may authorize variances from compliance with any of the architectural provisions of this Declaration and the Design Guidelines, including, without limitation, restrictions upon height, size, floor area, setbacks, or placement of structure or improvements, or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances can only be granted by a majority vote of the HARC and/or Board and must be evidenced in writing signed by an authorized member of the HARC and/or Board. If a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's or Builder's obligation to comply with all governmental laws and regulations affecting its use of the Lot, including but not limited to existing approvals, zoning ordinances, and lot setback lines, or other requirements imposed by the City or County or any other governmental entity.

ARTICLE 9

ANNEXATION OF ADDITIONAL PROPERTY

Any Additional Property may be annexed to and become subject to this Declaration upon the recordation of a Declaration of Annexation in the Office of the County and, upon such annexation, such Additional Property, so annexed, shall be made a part of and subject to this Declaration and all references herein to the Development shall refer to the property and the Additional Property which has been annexed. Any other real property may be annexed to and become subject to this Declaration by the affirmative vote of a majority of the membership.

ARTICLE 10

ASSESSMENTS AND LIENS

10.1 Covenant of Owner. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (i) Annual Assessment; (ii) Special Assessments;

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION

HIDDENBROOKE

4TH DRAFT 5-31-19

and (iii) Reimbursement Assessments levied by the Association as hereinafter provided, together with all Additional Charges.

10.1.1 Association's Power to Collect. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

10.1.2 Each Assessment Is a Separate Obligation. Each Assessment levied by the Association under this Article 10, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns.

10.1.3 Obligation Runs with the Land. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of record of any Lot within the Development shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is record Owner of such Lot.

10.1.4 Owner's Liability after Transfer. After an Owner transfers fee title to any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. The seller of any Lot shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is recorded in the Office of the County Recorder of Solano County.

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

10.2.1 Continuing Lien. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Lot notwithstanding the transfer of record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been recorded as provided in the Declaration and by law.

10.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to pay for the costs of management and operation of the Development, to conduct the business and affairs of the Association, to promote the recreation, health, safety, welfare, benefit, and interests of the Owners and Residents in the Development, and to the extent provided for in the Governing Documents or by law, of the Lots situated within the Development.

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

10.5 Association Funds. Unless otherwise determined by the Board, the Association shall maintain an account(s) in one or more banks or other depositories selected by the Board, which account(s) shall be clearly designated HIDDENBROOKE PROPERTY OWNERS ASSOCIATION OPERATING ACCOUNT. The Assessments collected by the Association shall be properly deposited into such account(s). The Assessments collected by the Association shall be held in trust by the Association for and on behalf of each Owner and shall be used for the purposes set forth in Section 10.3. Upon sale or transfer of any Lot by any Owner, the Owner's interest in the funds held in trust by the Association shall terminate and shall be deemed automatically transferred to the successor-transferee of such Owner.

10.6 Annual Assessment.

10.6.1 Calculation of Estimated Requirement. Not later than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Association for such fiscal year, to manage, administer, operate, and maintain the Development; to conduct the affairs of the Association; and to perform all of the Association's duties in accordance with this Declaration.

10.6.2 Allocation of Annual Assessment. The Board shall allocate and assess the Annual Assessment equally among the Lots by dividing the total amount of the Annual Assessment by the number of Lots within the Development. Unless the Board shall designate otherwise, the Annual Assessment shall be levied on an annual basis on July 1 and shall be due and payable thirty (30) days after the bill is mailed.

10.6.3 Surplus Funds. If, as of the end of any fiscal year, there is an excess of membership income over membership expenses, as defined in *Internal Revenue Code* section 277 for the year ended, such excess shall be applied against the subsequent tax year's Assessments as provided in Internal Revenue Service Revenue Ruling 70-604, unless some other lawful disposition of such excess income is determined by the vote of the Members.

10.6.4 Increases in Annual Assessment. The Annual Assessment shall be eighty-five dollars (\$85) per Lot. The Annual Assessment may be increased each year based on changes in the Consumer Price Index for All Urban Consumers (CPI-U), as distributed by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco-Oakland-Hayward. The maximum increase allowed without a membership vote, shall be the percentage increase from December 31, 2019 to December 31 of the most recent year end, prior to the proposed increase in the assessment. Increases in Annual Assessments above this amount must be approved by a Majority of a Quorum of the Members. For purposes of the preceding sentence, a quorum shall mean more than twenty-five percent (25%) of the Total Voting Power, as set forth in Section 4.8.5 of the Bylaws.

10.7 Special Assessments.

10.7.1 Purpose of Special Assessments. If at any time during any fiscal year the Annual Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

10.7.2 Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots in the same manner as the Annual Assessment (i.e., equally among the Lots by dividing the total amount of the Special Assessment by the number of Lots within the Development). The Board, in its sole discretion, may allow Owners' portions of a Special Assessment to be paid in installments.

10.7.3 Payment of Special Assessments. Special Assessments shall be due and payable at the time specified by the Board but in no event sooner than thirty (30) days after written notice of such Special Assessment is mailed to the Owners.

10.7.4 Approval of Special Assessments. In any fiscal year the Board may not levy Special Assessments which, in the aggregate exceed ten percent (10%) of the budgeted Annual Assessment or the budgeted gross expenses of the Association for that year. Special Assessments which exceed this amount must be approved by a Majority of a Quorum of the Members. For purposes of the preceding sentence, a quorum shall mean a majority (i.e., more than twenty-five percent (25%)) of the Total Voting Power, as set forth in Section 4.8.5 of the Bylaws.

10.8 Notice of Assessment Increases. Upon the imposition of a Special Assessment or an increase in the Annual Assessment, notice shall be provided to each Owner not less than thirty (30) days prior to the due date of the Assessment.

10.9 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot if a failure by such Owner, or any person or animal, for which the Owner is responsible to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association, specifically including attorneys' fees. A Reimbursement Assessment shall include any costs, including attorneys' fees incurred by the Association and costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. Imposition of a Reimbursement Assessment shall be effective only after a duly noticed hearing before the Board. A Reimbursement Assessment shall be due and payable to the Association when levied and subject to the same enforcement procedures as Annual and Special Assessments, including creation of a lien.

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

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

10.12 Delinquent Assessments. Any installment or other portion of an Assessment not paid within thirty (30) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, not to exceed 1% per month, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner. Prior to recording a Notice of Delinquent Assessment, the Association shall provide notice to the Owner in accordance with *Civil Code* section 5660 or successor statute. **No procedures shall be initiated to foreclose the lien securing any Assessment levied under this Article 10.** Upon the recording of the Notice of Delinquent Assessment referred to above, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect said sums, including all Additional Charges. Notwithstanding any other provision of this Declaration, the

Association must comply with the requirements of *Civil Code* section 5660 or successor statute when collecting delinquent assessments.

10.13 Remedies Cumulative. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive; that is, the Association may use one or more or all of the available remedies to collect delinquent Assessments.

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

10.15 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Article 10 shall have priority as of the date of recording of the original Declaration applicable to the Development over all other liens and encumbrances applicable to the Lots; *provided, however*, that such Assessment lien shall be subordinate to the lien of any first Mortgage or first deed of trust recorded against the Lot; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such Mortgage or deed of trust, or pursuant to a power of sale contained in any such Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

10.16 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Article 10, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Article 10.

10.16.1 Property Exempt from Assessments. All property dedicated to and accepted by Solano County, City of Vallejo, or other local public authority and devoted to public use shall be exempt from the Assessments, Additional Charges, and liens created herein.

ARTICLE 11

ENFORCEMENT

11.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance and, in addition to any other remedies which

may be available, such nuisance may be abated or enjoined by the Association; *provided, however*, that the Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or be in the best interests of the Association and its Members as a whole. Notwithstanding the preceding sentence and without limiting its generality, nothing in the Governing Documents shall be deemed to impose upon the Association, the Board, or the officers, employees, or agents of the Association a duty to intervene in any physical dispute or altercation or any criminal or alleged criminal activity other than to notify law enforcement officials; the Association, the Board, officers, employees, or agents of the Association do not have police powers.

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

11.3 Owners' Responsibility for Conduct of Others and Damages. Each Owner shall be responsible for informing members of his or her household and his or her tenants and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

11.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through abandonment of his or her Lot.

11.5 Rights and Remedies of the Association.

11.5.1 Rights and Remedies Are Cumulative. The Association, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive.

11.5.2 Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants or guests, the Board shall have the power to impose a sanction against the Owner who is responsible as provided in Section 11.3 for such breach or infraction. A sanction may include but shall not be limited to a monetary penalty and/or the suspension of an Owner's rights as a

Member of the Association, including an Owner's voting rights or an Owner's right to use the recreational or community facilities. Imposition of a sanction shall be effective only after notice and an opportunity for hearing. Any monetary penalty imposed pursuant to this Section shall not exceed the amount for each violation, as set forth in the schedule of monetary penalties adopted pursuant to *Civil Code* section 5850(a). Each Owner shall be obligated to pay costs incurred by the Association relating to violation of any provisions of the Governing Documents by such members of Owner's household, tenants, guests, pets, or other invitees. In addition to monetary penalties, sanctions may also be enforced by the Association through any other manner permitted by law.

11.5.3 Additional Remedies. If an Owner fails to correct any such breach or violation of any restriction set forth herein within sixty (60) days after notification by the Board to the Owner, the Board may, after a hearing before the Board and **fifteen (15) days'** written notice (unless the violating Owner or Builder shall have commenced curing such violation or breach and diligently pursues the same), enter upon the Lot where such violation or breach exists, summarily to correct the violation, and/or remove at the expense of the Owner or Builder, or any lessee or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof. Alternatively, the Board of Directors, the HARC or any other Owner or Builder may commence legal action for legal and/or equitable relief, including but not limited to an action for money damages and/or injunctive relief. Each Owner acknowledges and agrees that money damages may not be an adequate remedy in the event of a breach of the use restrictions contained herein, and that a court may order appropriate injunctive relief prohibiting the Owner or Builder from committing any act that constitutes a breach hereunder or mandating that the Owner or Builder perform an act in order to bring the Owner's or Builder's Lot in compliance with the restrictions contained herein.

11.5.4 Continuing Violations. In the case of a continuing violation, such as an uncorrected architectural violation, where an Owner, member of an Owner's household, or his or her tenants or guests fails to cease or remedy a violation after notice from the Board to do so, the Board may deem such a continuing violation and may impose separate and successive sanctions for each such violation without holding further hearings for each sanction.

11.6 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment, a remedy at law to recover damages for the breach or violation of the Governing Documents is inadequate and the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial

proceedings initiated by the Association or by any Owner, or by their respective successors in interest.

11.7 Limitation on Disciplinary Rights. The Association shall not have the power to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, or a decision arising out of an arbitration proceeding. The provisions of this Section shall not affect the Association's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

11.8 Disciplinary Rules. The Board may adopt Rules that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Association for violation of provisions of the Governing Documents. Such Rules, when approved and adopted by the Board subject to *Civil Code* sections 4340 *et seq.*, shall be deemed to be a part of the Association Rules provided for, in and constituting a part of the Governing Documents.

11.9 Investigation of Complaints. Upon receipt of a written complaint from an Owner or Resident, the Board shall conduct an investigation of the allegations in the complaint and shall make relevant findings upon which the Board shall base a decision to pursue or not pursue the matter.

11.10 Dispute Resolution. The provisions of *Civil Code* sections 5925 *et seq.*, providing for alternative dispute resolution in disputes between the Association and its Members is hereby incorporated in this Declaration. In addition to the ADR provisions of *Civil Code* sections 5925 *et seq.*, the Association shall provide for Internal Dispute Resolution in any dispute regarding the rights, duties or liabilities under *Civil Code* sections 4000 *et seq.*, the Nonprofit Mutual Benefit Corporation Law, or the Governing Documents. The procedure may be invoked by any party pursuant to *Civil Code* sections 5900 *et seq.*

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

11.12 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Owner or Resident, member of his or her household, tenants, guests, invitees, or household pets have violated any provision of the Governing

Documents, and whether or not legal or judicial proceedings are initiated, the Association shall be entitled to recover the full amount of all costs including attorneys' fees and experts' fees incurred by the Association in responding to such a violation and/or in enforcing any Governing Document provision. In the event of a court awarding attorneys' fees, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, but shall not necessarily be limited to, the imposition of a Reimbursement Assessment as provided in Article 10.9 of this Declaration.

ARTICLE 12

INSURANCE

12.1 Insurance. The Board shall obtain and maintain the insurance policies as provided below.

12.1.1 General Provisions and Limitations. All insurance policies obtained and maintained by the Board on behalf of the Association shall be subject to and, where applicable, contain the following provisions and limitations:

(a) Named Insured. Unless otherwise provided in this Section, the named insured shall be the Association or its authorized representative, as a trustee for the Owners. However, all policies shall be for the benefit of Owners and their Mortgagees, as their interests may appear.

(b) Authority to Negotiate. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

(c) Subrogation. All policies shall include a waiver of subrogation by the insurer as to any claims against the Board, the manager, and/or the Owners.

(d) Primary Coverage. The policy or policies obtained by the Association will be primary to all other insurance.

(e) Cancellation/Modification. No policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association, except ten (10) days' notice shall be required for cancellation due to nonpayment of premium.

(f) Endorsements. All property insurance policies shall include an agreed amount endorsement, if the policy contains a coinsurance clause; a replacement cost endorsement; and an inflation guard endorsement.

12.1.2 Types of Coverage. The following policies shall be obtained:

(a) Liability Insurance. A commercial general liability policy with limits set by the Board. The policy shall include the Association, Board and Owners as insureds. If available, each policy shall contain a provision in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured.

(b) Workers' Compensation. Workers' compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Development.

(c) Fidelity Bond. A fidelity bond or employee dishonesty policy naming the Board, the Owners, the Association, and such other persons as the Board may designate as obligees, in an amount which shall be determined by the Board. This bond or policy shall extend coverage for acts of employees, agents, volunteers, the management company, and management company employees.

(d) Directors and Officers. A policy covering individual liability of Directors, officers, and the Association for the negligent acts or omissions of the Directors and officers. The policy shall include coverage for the acts of the agents of the Board and/or Association, including the management company and its employees, and Association committee members and volunteers, if such coverage is available.

(e) Other Insurance. The Association may obtain other types of insurance as the Board determines to be necessary to protect the interests of the Owners.

12.1.3 Deductible. Owners shall be responsible to pay the deductible on any Association-maintained insurance applicable to any loss resulting from the conduct, omission or negligence of the Owner, Resident (including tenant), or his or her invitee or guest. Owners shall also be responsible to pay the deductible on any Association-maintained insurance applicable to any loss which emanates from an Owner's Lot which damages the Owner's Lot, improvements and/or personal property, and/or the Lot, improvements and/or personal property of another Owner. The Association may collect the amount of any such deductible as a Reimbursement Assessment. The Association shall be responsible for the deductible on Association-maintained insurance in all other instances.

12.2 Claims Submission. No Owner may make a claim to or put either the agent or any insurance company providing insurance to the Association on notice of any damages or claim relating to Association-maintained insurance. Claims may only be made by the Association via the Board of Directors or the managing agent if the Board delegates such authority to the managing agent.

12.3 Notice of Damage to Lot or Residence. Each Owner must notify the Association, or managing agent, of any damage sustained to his or her Lot or Residence to which Association-maintained insurance may apply within 24 hours of the time when the Owner knew or should have known of the damage. Any reduction in insurance coverage available or premium increase resulting from the failure to promptly provide notice of damage as required herein shall be the responsibility of the subject Owner and not the Association and may be subject to a Reimbursement Assessment.

12.4 Annual Review. The Board shall review the adequacy of all insurance, including the amount of liability coverage and the amount of property damage coverage, at least once every year. The Board shall adjust the policies to provide the amounts and types of coverage and protection that are customarily carried by prudent owners of similar property in the area in which the Development is situated.

ARTICLE 13

GOLF COURSE

13.1 Liabilities. By accepting a deed to a Lot, each Owner, or Builder for such Owner or Builder, and his or her invitees, personal representatives, assigns, heirs, and next of kin (collectively, the "Related Parties") hereby (a) acknowledges the potential effect on such Owner's or Builder's Lot and improvements of (i) stray golf balls and other events inherent in the activities performed on the Golf Course in the Hiddenbrooke Development (the "Golf Course Hazards") and the effect of the installation or growth of trees, shrubs, and other landscaping on the Golf Course, (ii) the potential for damage to such Owner's or Builder's Lot including, without limitation, stucco, tile roofs and windows, attributable to the Golf Course Hazards, (iii) any adverse effect on any landscaping installed on a Lot arising from or attributable to the use of reclaimed water on the Golf Course by the Owner of the Golf Course, (iv) nuisances created by or arising from the Golf Course, including, without limitation, the landscaping and maintenance of the Golf Course and the use of fertilizers and pesticides in connection therewith, noise generated by the use or maintenance of the Golf Course and early morning and late night play or maintenance activities and visibility of lights used in connection with any driving range or clubhouse, if any, installed by the Owner of the Golf Course, (b) assumes the risk of any property damage, personal injury and/or creation or maintenance of a trespass or nuisance created by or arising in connection with the

Golf Course Hazards or any matters described above (collectively, the "Assumed Risks") and (c) releases, waives, discharges, covenants not to sue, indemnifies, and agrees to hold harmless the original Declarant and any successor Declarants, Association, the other Owners and Builders, the Owner of the Golf Course, and their successors and assigns, and the City (collectively, the "Released Parties"), and each of them, from any and all liability to the Owner, Builder, or Related Parties for any losses, costs (including, without limitation, attorneys' fees), claims, demands, suits, judgments, or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise, and whether or not caused by the use of or related to the Golf Ball Encroachment Easement described in Section 13.2 below. Each Owner or Builder, by acceptance of a deed, further acknowledges and agrees that the purchase of a Lot does not give such Owner or Builder the right to enter upon or use the Golf Course for any purpose other than as permitted in Section 4.13 and that there are no assurances that Owners or Builders will be given memberships in the Golf Course or reduced membership rates. Each Owner or Builder, by acceptance of a deed, acknowledges and agrees that the original Declarant or any successor Declarant, in making any reference to a Golf Course herein, makes no warranties or representations that a Golf Course will be a part of the Hiddenbrooke Development or that, if installed, a Golf Course will continue to be maintained and operated within or adjacent to any portion of the Hiddenbrooke Development. Each Owner or Builder, by acceptance of a deed, further acknowledges and agrees that any clubhouse, country club, or commercial areas located within the Hiddenbrooke Development or the Golf Course may be used for the sale of liquor to be consumed on-site and/or off-site, and covenants and agrees not to contest any application for a liquor license to be used for the sale of liquor within the Hiddenbrooke Project or the Golf Course.

13.2 Golf Ball Encroachment Easement. By accepting the deed to a Lot, each Owner, or Builder for such Owner or Builder, and his or her successors and assigns, acknowledges and agrees that there has been reserved from the grant of Ownership of said Lot an easement ("Golf Ball Encroachment Easement") on and through the entire airspace above and upon the entirety of such Lot and all improvements thereon. The Golf Ball Encroachment Easement shall be deemed to be established upon the recordation of a grant deed transferring title to a Lot from Declarant to the Owner or Builder, as appropriate, and shall be a covenant running with the land for the use and benefit of the Golf Course Property and the Owner thereof. The Golf Ball Encroachment Easement shall allow the flight of golf balls from the Golf Course through the air over the Lots and the entry of golf balls upon and/or across said Lots, and any improvements constructed or to be constructed upon said Lots, as a necessary and reasonable activity incident to the reasonable use of the Golf Course. Any golf balls entering upon and remaining in any of the Lots shall become the property of the Owner or Builder holding title to such Lot. The Golf Ball Encroachment Easement may not be used for driving

range purposes. Nothing herein shall be construed to (a) permit the entry upon the Lots by any individual for any purpose, including but not limited to the retrieval of golf balls, (b) limit the construction of improvements upon the Lots, or (c) alter or amend the respective rights and obligations of the Released Parties or the Related Parties as set forth in Section 13.1, above.

ARTICLE 14

AMENDMENT

This Declaration may be amended by the affirmative vote of Members representing at least a Majority of a Quorum of the Members. For purposes of the preceding sentence, the quorum requirement shall be a majority (more than fifty percent (50%)) of the Total Voting Power, as set forth in Section 4.6.3 of the Bylaws. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Association and recorded in the Office of the Solano County Recorder.

ARTICLE 15

GENERAL PROVISIONS

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

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

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

15.4 Conflict Between Governing Documents. In the case of any conflict between the Articles of Incorporation, Bylaws, and/or Rules and this Declaration, this Declaration shall control.

15.5 Amendment to Referenced Statutes. References in this Declaration to particular statutes, including sections of the *Civil Code*, shall be deemed to include any successor statute and any amendments to existing or successor statutes.

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

15.7 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Lot.

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

15.9 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Lots, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors, and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of recordation of this Declaration. Thereafter, the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial thirty (30) year term or any ten (10) year extension period, a written instrument approved by Owners entitled to vote and holding at least a majority of the Total Voting Power of the Association, terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of Solano County, California.

IN WITNESS WHEREOF, we, the Members of Hiddenbrooke Property Owners Association, Inc., constituting at least a Majority of a Quorum of said Association, hereby affirm, approve, and adopt the foregoing Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Hiddenbrooke Property Owners Association, Inc., in accordance with Section 13.1 of the original Master Declaration, by means of the signatures of the President and Secretary of the Association, duly authorized by the affirmative vote of at least a Majority of a Quorum of the Association; therefore the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be recorded with the County Recorder of Solano County, California.

DATED: _____

Hiddenbrooke Property Owners
Association, Inc.

President

Secretary

Hughes Gill Cochrane Tinetti, P.C. • 2820 Shadelands Drive, Suite 160 • Walnut Creek, California 94598 • 925-926-1200

SECOND AMENDED AND RESTATED MASTER DECLARATION

HIDDENBROOKE

4TH DRAFT 5-31-19

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY COMPRISING THE HIDDENBROOKE DEVELOPMENT

Real Property in the City of Vallejo, County of Solano, State of California, described as follows:

PARCEL ONE:

Lots 1 through 65, inclusive, 68 through 194, inclusive, 198 through 242, inclusive, and 245 through 281, inclusive, and Parcels 1, 2, 7, 8, 9 and 10 as shown on the Map entitled "Sky Valley Unit No. 1, amending filed Map," filed February 23, 1994 in Book 64 of Maps, Page 16, Solano County Records.

PARCEL TWO:

All that portion of Lot 195 and Parcel 5 of Sky Valley unit No. 1 Amending Final Map, as filed in Book 64 of Maps, Page 16, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

BEGINNING at the southeast corner of said Lot 195, said corner being on the westerly line of Overlook Drive as shown on said Map; thence North $81^{\circ} 28' 44''$ West on the southerly line of said Lot 195, a distance of 126.93 feet; thence North $05^{\circ} 11' 05''$ West, 71.06 feet; thence North $48^{\circ} 34' 59''$ East, 15.99 feet to the northerly line of said Lot 195; thence South $83^{\circ} 01' 47''$ East on said northerly line, 123.64 feet to the northeast corner of said Lot 195, said corner being on a curve concave to the East having a radius of 720.00 feet and a central angle of $06^{\circ} 25' 13''$ and from which point the center of circle bears South $84^{\circ} 45' 19''$ East; thence southerly on the arc of said curve 80.68 feet; thence South $01^{\circ} 10' 32''$ East, 4.57 feet to the point of beginning of this description.

PARCEL THREE:

All that portion of Lot 196 and Parcel 5 of Sky Valley Unit No. 1, Amending Final Map, as filed in Book 64 of Maps, Page 16, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

BEGINNING at the southeast corner of said Lot 196, said corner being on the westerly line of Overlook Drive as shown on said Map; thence North $83^{\circ} 01' 47''$ West on the southerly line of said Lot 196, a distance of 123.64 feet; thence North $01^{\circ} 31' 31''$ East, 74.29 feet; thence North $44^{\circ} 20' 59''$ East, 18.42 feet to the northerly line of said Lot 196; thence South $83^{\circ} 25' 20''$ East on said northerly line, 122.38 feet to the northeast corner of said Lot 196, said corner being on a curve concave to the East having a radius of 720.00 feet and a central angle of $07^{\circ} 07'$

28" and from which point the center of circle bears South 77° 37' 51" East; thence southerly on the arc of said curve 89.53 feet to the point of beginning of this description.

PARCEL FOUR:

All that portion of Lot 197 of Sky Valley Unit No. 1, Amending Final Map, as filed in Book 64 of Maps, Page 16, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

BEGINNING at the southeast corner of said Lot 197, said corner being on the westerly line of Overlook Drive as shown on said Map; thence North 83° 25' 20" West on the southerly line of said Lot 197, a distance of 122.38 feet; thence North 11° 18' 00" East, 84.47 feet; to the northerly line of said Lot 197; thence South 83° 08' 50" East on said northerly line, 128.37 feet to the northeast corner of said Lot 197; thence South 16° 55' 09" West on the easterly line of said Lot 197 also being the westerly line of said Overlook Drive, 27.42 feet to the beginning of a curve concave to the East having a radius of 720.00 feet and a central angle of 04° 33' 00"; thence southerly on the arc of said curve 57.18 feet to the point of beginning.

PARCEL FIVE:

All that portion of Lot 66 of Sky Valley Unit No. 1, Amending Final Map, as filed in Book 64 of Maps, Page 16, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

BEGINNING at the most easterly corner of said Lot 66, thence South 16° 31' 49" West on the easterly line of said Lot, 80.00 feet; thence South 70° 58' 07" West on the southerly line of said Lot, 68.52 feet; thence North 38° 51' 02" West on the westerly line of said Lot, 33.58 feet; thence leaving said westerly line North 17° 42' 04" West, 83.16 feet; thence North 38° 51' 02" West, 51.44 feet to the northerly line of said Lot 66; thence South 81° 37' 34" East on said northerly line 158.94 feet to the westerly line of Cygnus Court, said point being on a curve concave to the northeast having a radius of 44.00 feet and a central angle of 34° 16' 31" and from which point the center of circle bears North 82° 19' 16" East; thence southwesterly on the arc of said curve 26.32 feet to the point of beginning.

PARCEL SIX:

All that portion of Lot 67 of Sky Valley Unit No. 1, Amending Final Map, as filed in Book 64 of Maps, Page 16, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

BEGINNING at the southeast corner of said Lot 67; thence North 81° 37' 34" West on the southerly line of said Lot, 156.94 feet; thence leaving said southerly line North 38° 51' 02" West, 44.03 feet to the westerly line of said Lot; thence North

30° 00' 09" East, 66.25 feet to the northwest corner of said Lot; thence South 70° 23' 07" East, 192.19 feet to the westerly line of Cygnus Court, said point being on a curve concave to the northwest having a radius of 29.00 feet and a central angle of 15° 57' 22" and from which point the center of circle bears North 41° 35' 17" West; thence southwesterly on the arc of said curve 8.08 feet to the point of reverse curvature with a curve concave to the East having a radius of 44.00 feet and a central angle of 72° 02' 49"; thence southerly on the arc of said curve 55.33 feet to the point of beginning.

PARCEL SEVEN:

A portion of Lot 243, as shown on that Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed in Book 64 of Maps at Page 16, Solano County Records, described as follows:

Beginning at the northeast corner of Lot 243, as shown on that Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed in Book 64 of Maps at Page 16, Solano County Records, thence from said point of beginning South 07° 40' 00" East, on the East line of said Lot 243, a distance of 22.32 feet; thence leaving said East line, South 01° 11' 27" West, 73.68 feet to the common line of Lots 242 and 243; thence on said line South 81° 28' 43" West, 106.09 feet to the right of way line of Winterspring Court as shown on said Map; thence westerly on said right of way along a curve with a radial bearing of South 50° 46' West, through a central angle of 39° 06' 31" with a radius of 44.00 feet from an arc distance of 30.03 feet; thence leaving said right of way North 14° 15' 48" East, 97.20 feet; thence North 84° 00' 14" East, 104.73 feet to the East line of Lot 244 of said Map; thence on said line South 03° 36' 18" East, 8.92 feet to the point of beginning.

PARCEL EIGHT:

A portion of Lot 244, as shown on that Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed in Book 64 of Maps at Page 16, Solano County Records, described as follows:

BEGINNING at the northeast corner of Lot 244, as shown on that Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed in Book 64 of Maps at Page 16, Solano County Records; thence South 03° 36' 18" East on the East line of said Lot 244 a distance of 95.39 feet; thence leaving said East line South 84° 00' 14" West, 104.73 feet; thence South 14° 15' 48" West, 97.20 feet the right of way of Winterspring Court as shown on said Map; thence southwesterly on said right of way along a curve with a radial bearing of South 11° 39' 29" West, through a central angle of 87° 29' 42" with a radius of 44.00 feet for an arc distance of 67.19 feet; thence leaving said right of way North 14° 09' 47" East, 160.58 feet; thence North 08° 16' 27" East, 92.43 feet; thence South 83° 07' 33" East, 121.92 feet to the point of beginning.

PARCEL NINE:

Parcels 1 and 2, as shown on the Parcel Map of Parcel 11, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 61, Solano County Records.

PARCEL TEN:

Parcels 1, 2, 3 and 4, as shown on the Parcel Map of Parcel 13, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 62, Solano County Records and amended by Certificate of Correction recorded March 16, 1993, Document No. 93-0002205, Solano Official Records.

PARCEL ELEVEN:

Parcels 1, 2 and 3, as shown on the Parcel Map of Parcel 14, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 63, Solano County Records.

PARCEL TWELVE:

Parcels 1, 2 and 3, as shown on the Parcel Map of Parcel 15, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 64, Solano County Records.

PARCEL THIRTEEN:

Parcels 1 and 2, as shown on the Parcel Map of Parcel 16, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 65, Solano County Records.

PARCEL FOURTEEN:

Parcels 1, 2, 3 and 4, as shown on the Parcel Map of Parcel 17, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 66, Solano County Records.

PARCEL FIFTEEN:

Lots 1 through 84, inclusive, and Parcels A through F, inclusive, as shown on the Map of "Sky Valley Unit No. 3" filed September 12, 1991, in Book 61 of Maps, Page 13, Solano County Records.

PARCEL SIXTEEN:

Lots 1 through 43, inclusive, 45 through 56, inclusive, 64 through 80, inclusive, 93 through 121, inclusive, 150 through 170, inclusive, 175 through 265, inclusive, 270 through 314 inclusive, as shown on the Map of "Sky Valley Unit No. 2," filed on April 4, 1991 in Book 60 of Maps, Page 54, Solano County Records, and amended by Certificate of Correction recorded July 30, 1991 as Series No. 91-53402, Official Records, and Certificate of Correction recorded November 26, 1997, Series No. 97-80717, Official Records.

PARCEL SEVENTEEN

All that portion of Lot 266 of Sky Valley Unit No. 2 as filed in Book 60 of Maps, Page 54, Solano county Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

Beginning at the northeast corner of said Lot 266, said corner being on the West line of Nature Court as shown on said Map; thence South $06^{\circ} 29' 00''$ East on the easterly line of said Lot 266, a distance of 82.22 feet to the beginning of a tangent curve concave to the northwest having a radius of 23.00 feet and a central angle of $85^{\circ} 22' 28''$; thence southwesterly on the arc of said curve 34.27 feet to the point of reverse curvature with a curve concave to the South having a radius of 225.00 feet and a central angle of $17^{\circ} 29' 11''$; thence westerly on the arc of said curve 68.67 feet; thence leaving the southerly line of said Lot 266, North $37^{\circ} 18' 47''$ West, 23.89 feet; thence North $18^{\circ} 45' 29''$ West, 96.83 feet to the northerly line of said Lot 266; thence North $80^{\circ} 45' 00''$ East on said northerly line, 120.66 feet to the point of beginning.

PARCEL EIGHTEEN:

All that portion of Lot 267 of Sky Valley Unit No. 2 as filed in Book 60 of Maps, Page 54, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

Beginning at the southeast corner of said Lot 267, said corner being on the West line of Nature Court as shown on said Map; thence South $80^{\circ} 45' 00''$ West, 120.66 feet; thence North $17^{\circ} 13' 18''$ West, 78.55 feet to the North line of said Lot 267; thence North $77^{\circ} 42' 00''$ East on said North line, 134.41 feet to the northeast corner of said Lot 267, said corner being on a curve concave to the West having a radius of 280.00 feet and a central angle of $05^{\circ} 49' 00''$ and from which point the center of circle bears South $77^{\circ} 44' 00''$ West; thence southerly on the arc of said curve 28.43 feet; thence continue on said East line South $03^{\circ} 29' 00''$ East, 56.59 feet to the point of beginning.

PARCEL NINETEEN:

All that portion of Lot 268 of Sky Valley Unit No. 2 as filed in Book 60 of Maps, Page 54, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

Beginning at the southeast corner of said Lot 268, said corner being on the West line of Nature Court as shown on said Map; thence South $77^{\circ} 42' 00''$ West, 134.41 feet; thence North $30^{\circ} 51' 21''$ West, 65.99 feet to the North line of said Lot 268; thence North $69^{\circ} 20' 00''$ East on said North line, 145.76 feet to the northeast corner of said Lot 268, said corner being on a curve concave to the West having a radius of 34.00 feet and a central angle of $23^{\circ} 41' 30''$ and from which point the center of circle bears South $46^{\circ} 51' 30''$ West; thence southerly on the arc of said curve 14.06 feet; thence continue on said East line South $19^{\circ} 27' 00''$ East, 36.00 feet to the beginning of a tangent curve concave to the West having a radius of 280.00 feet and a central angle of $07^{\circ} 09' 00''$; thence southerly on the arc of said curve 34.94 feet to the point of beginning.

PARCEL TWENTY:

All that portion of Lot 269 of Sky Valley Unit No. 2 as filed in Book 60 of Maps, Page 54, Solano County Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

Beginning at the southeast corner of said Lot 269, said corner being on the West line of Nature Court as shown on said Map; thence South $69^{\circ} 20' 00''$ West, 145.75 feet; thence North $30^{\circ} 51' 21''$ West, 74.24 feet; thence North $11^{\circ} 35' 11''$ West, 26.61 feet to the North line of said Lot 269; thence North $84^{\circ} 10' 00''$ East on said North line, 116.13 feet to the northeast corner of said Lot 269, said corner being on a curve concave to the East having a radius of 44.00 feet and a central angle of $80^{\circ} 59' 48''$ and from which point the center of circle bears North $84^{\circ} 10' 00''$ East; thence southerly on the arc of said curve 62.20 feet to the point of reverse curvature with a curve concave to the southwest having a radius of 34.00 feet and a central angle of $43^{\circ} 41' 18''$; thence southeasterly on the arc of said curve 25.93 feet to the point of beginning.

PARCEL TWENTY-ONE:

Lots 1 through 53, inclusive, as shown on the Map of "Sky Valley Final Map Unit No. 2A," filed on December 7, 1994 in Book 65 of Maps, Page 32, Solano County Records.

PARCEL TWENTY-TWO:

All those portions of Lot 315 and 321 of Sky Valley Unit No. 2 as filed in Book 60 of Maps, Page 54, Solano County Records, and amended by Certificate of

Correction recorded March 21, 1996, Series No. 96-18313, Official Records, situate in the City of Vallejo, County of Solano, State of California, and described as follows:

Beginning at the northwest corner of said Lot 315; thence North 77° 02' 00" East on the northerly line of said Lot 315, a distance of 239.52 feet; thence South 01° 09' 00" West on the easterly line of said Lot 315, a distance of 131.32 feet; thence leaving said easterly line South 18° 25' 50" West, 21.61 feet; thence South 12° 38' 37" West 31.74 feet; thence South 09° 23' 13" West, 13.18 feet; thence South 05° 54' 37" East, 11.21 feet; thence South 06° 07' 18" West, 42.49 feet to the beginning of a curve concave to the East having a radius of 40.00 feet and a central angle of 63° 35' 35"; thence southeasterly on the arc of said curve 44.40 feet; thence South 57° 28' 17" East, 23.71 feet to a point on the easterly line of said Lot 315; thence leaving said easterly line South 12° 06' 21" East, 25.43 feet; thence South 15° 03' 00" East, 21.70 feet; thence South 10° 31' 10" East, 43.68 feet; thence South 18° 40' 02" East, 44.59 feet; thence South 07° 55' 03" East, 20.40 feet; thence South 07° 10' 38" West, 28.15 feet; thence South 11° 03' 58" East, 21.17 feet; South 26° 03' 54" East, 29.89 feet; South 17° 43' 35" East, 32.12 feet; thence South 07° 35' 43" East, 113.93 feet; thence South 37° 46' 56" West, 73.33 feet to point on the westerly line of said Lot 321, also being on the easterly line of 60 foot wide Sky Valley Drive, said point being on a curve concave northeasterly having a radius of 370.00 feet and a central angle of 07° 24' 41" and from which point the center of circle bears North 39° 25' 17" East; thence northerly on the arc of said curve 47.86 feet to the point of compound curvature with a curve concave northeasterly having a radius of 804.49 feet and a central angle of 37° 04' 00" and from which point the center of circle bears North 46° 45' 00" East; thence northerly on the arc of said curve 520.45 feet; thence continue on the westerly line of said Lot 315 and the easterly line of said Sky Valley Drive, North 06° 06' 00" West, 50.37 feet to the beginning of a curve concave westerly having a radius of 680.00 feet and a central angle of 10° 55' 00"; thence northerly on the arc of said curve 129.56 feet to the point of beginning.

PARCEL TWENTY-THREE:

Lot 316 and 317 as shown on the Map of "Sky Valley Unit No. 2," filed on April 4, 1991 in Book 60 of Maps, Page 54, Solano County Records, and amended by Certificate of Correction recorded July 30, 1991 as Series No. 91-53402, Official Records, and Certificate of Correction recorded November 26, 1997, Series No. 97-80717, Official Records.

EXCEPTING FROM LOT 316:

Beginning at the northeast corner of said Lot 324, being also a point on the southwest line of Sky Valley Drive as shown on said Map, thence along said southwest line southeasterly along the arc of a curve to the left, the radius point of which bears North 24° 49' 55" East, 530.00 feet, through a central angle of 12° 41'

12", an arc length of 117.36 feet to a point of reverse curvature; thence along the arc of a tangent curve to the right, having a radius of 470.00 feet, through a central angle of 26° 29' 05", an arc length of 217.26 feet; thence leaving said southwest line South 38° 37' 48" West, 30.00 feet; thence northwesterly along the arc of a curve to the left, the radius point of which bears South 38° 37' 48" West, 440.00 feet, through a central angle of 20° 55' 09", an arc length of 160.65 feet; thence South 12° 34' 40" West, 517.13 feet; thence South 39° 50' 04" West, 73.00 feet to an angle point in the easterly line of said Lot 324; thence along said easterly line the following courses: North 01° 24' 41" West, 571.38 feet and North 22° 14' 00" East, 72.43 feet to the point of beginning.

PARCEL TWENTY-FOUR:

Lots 1 through 72, inclusive, and Parcels A through C, inclusive, as shown on the Map of The Summit at Hiddenbrooke, filed on September 2, 2004 in Book 79 of Maps, at Pages 59 through 71, inclusive, Solano County Records.

PARCEL TWENTY-FIVE:

Lots 1 through 70, inclusive of the Orchards at Hiddenbrooke, in the City of Vallejo, County of Solano, State of California, filed in the office of the County Recorder of Solano County on September 27, 2004 in Book 79 of Maps, pages 77 to 83, inclusive.

PARCEL TWENTY-SIX:

Lots 1 through 80, inclusive, and Parcels **A and C**, as shown on the Map of Reflections at Hiddenbrooke, filed on August 15, 2003 in Book 76 of Maps, at Pages 92 through 101, inclusive, Solano County Records.

PARCEL TWENTY-SEVEN:

Lots 1 through 101, inclusive, and Parcels A through K, inclusive, and Andover Drive, Bromley Court, Nottingham Court, Rose Arbor Way, Sheffield Way, Stepping Stone Court, Summer Gate Avenue and Wisteria Circle, as shown on the Map of Village at Hiddenbrooke filed on March 19, 2001 in Book 71 of Maps at pages 77 through 83, inclusive, Solano County Records.

PARCEL TWENTY-EIGHT:

Lots 1 through 86 and Parcels A, E, I, H as shown on the Map of The Villas at Hiddenbrooke filed on September 25, 2002, in Book 74 of Maps at pages 58 through 78, inclusive, Solano County Records.

END OF DESCRIPTION

EXHIBIT B

ADDITIONAL (OR ANNEXABLE) PROPERTY

EXHIBIT C

GOLF COURSE PROPERTY

REAL PROPERTY in the City of Vallejo, County of Solano, State of California, described as follows:

PARCEL ONE:

Parcel 3 as described in Lot Line Adjustment filed December 23, 1997, Series No. 97-86190 and a portion of Parcel 7 as said Parcel is shown on that Final Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed February 23, 1994, Book 64 of Maps, Page 16, Solano County Records, located in the City of Vallejo, Solano County, California, described as follows:

Beginning at a point on the easterly boundary of said Parcel 3, being the westerly terminus of that course shown as North 79° 30' 08" East, 460.20 feet on said Map, thence along the boundary of said Parcel 3 the following courses: South 06° 21' 18" West, 691.74 feet; thence South 24° 19' 27" West, 377.02 feet; thence South 84° 46' 08" West, 67.88 feet; thence South 05° 20' 46" East, 66.63 feet; thence South 84° 52' 26" West, 268.96 feet to the most easterly corner of Adjusted Lot 319A as said Lot is shown in that Lot Line Adjustment filed December 23, 1997, Series No. 97-86190; thence along the southerly lines of said Lot 319A the following courses: South 71° 29' 49" West, 70.87 feet; thence South 17° 48' 00" East, 34.04 feet; thence South 76° 03' 01" West, 10.79 feet; thence along the arc of a tangent curve to the right, having a radius of 490.00 feet, through a central angle of 04° 40' 07", an arc length of 39.93 feet; thence South 80° 43' 08" West, 203.16 feet; thence along the arc of a tangent curve to the left, having a radius of 133.50 feet, through a central angle of 37° 45' 24", an arc length of 87.97 feet; thence South 42° 57' 43" West, 47.79 feet; thence along the arc of a non-tangent curve to the left, the radius point of which bears South 51° 21' 50" West, 440.00 feet, through a central angle of 12° 36' 00", an arc length of 96.76 feet; thence leaving said southerly lines of Lot 319A North 42° 57' 43" East, 44.25 feet; thence along the arc of a tangent curve to the right, having a radius of 230.00 feet, through a central angle of 43° 12' 17", an arc length of 173.43 feet; thence North 86° 10' 00" East, 143.34 feet; thence along the arc of a tangent curve to the left, having a radius of 410.00 feet, through a central angle of 10° 39' 17", an arc length of 76.24 feet; thence North 75° 30' 44" East, 46.51 feet to the southwesterly boundary line of said Parcel 3; thence along the boundary line of said Parcel 3 the following courses: North 48° 51' 36" West, 458.19 feet; thence North 66° 54' 49" West, 189.69 feet; thence South 60° 45' 55" West, 486.62 feet; thence along the arc of a non-tangent curve to the right, the radius point of which bears North 54° 52' 59" East, 470.00 feet, through a central angle of 17° 38' 21", an arc length of 144.69 feet; thence North 17° 28' 40" West, 593.34 feet; thence along the arc of a tangent curve to the left, have a radius of 1,030.00 feet through a central angle of 22° 11'

27", an arc length of 398.92 feet; thence North 39° 40' 07" West, 113.58 feet; thence along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 91° 49' 18", an arc length of 40.06 feet to a point of compound curvature; thence along the arc of a compound curve to the right, having a radius of 295.00 feet, through a central angle of 66° 57' 49", an arc length of 344.78 feet; thence South 60° 53' 00" East, 56.82 feet; thence along the arc of a tangent curve to the left, having a radius of 580.00 feet, through a central angle of 21° 31' 44", an arc length of 217.93 feet; thence South 82° 24' 44" East, 157.90 feet; thence South 29° 24' 59" East, 243.33 feet; thence South 45° 47' 57" East, 545.74 feet; thence South 64° 04' 36" East, 234.96 feet; thence leaving said boundary of Parcel Three North 71° 56' 01" East, 328.78 feet; thence North 23° 20' 41" East, 193.03 feet; thence South 66° 39' 19" East, 30.00 feet to said boundary of Parcel Three; thence along said boundary of Parcel Three the following courses: North 23° 20' 41" East, 166.60 feet; thence North 01° 26' 32" West, 632.51 feet; thence North 36° 21' 03" West, 56.41 feet; thence North 87° 35' 55" East, 141.66 feet; thence along the arc of a tangent curve to the right, having a radius of 345.00 feet, through a central angle of 15° 42' 40", an arc length of 94.60 feet; thence South 17° 59' 16" West, 115.92 feet; thence South 57° 34' 17" East, 77.70 feet; thence South 44° 15' 46" East, 75.48 feet; thence south 32° 36' 18" East, 136.38 feet; thence south 45° 35' 09" East, 58.13 feet; thence South 31° 42' 55" East, 89.62 feet; thence North 68° 57' 30" East, 122.28 feet; thence southerly along the arc of a non-tangent curve to the right, the radius point of which bears South 74° 17' 45" West, 620.00 feet, through a central angle of 03° 47' 58", an arc length of 41.11 feet; thence South 79° 30' 08" West, 460.20 feet to the point of beginning.

PARCEL TWO:

All those portions of Parcel 5 and Lots 195, 196, and 197 of "Sky Valley Unit No. 1, Amending Final Map," as filed in Book 64 of Maps, Page 16, Solano County Records, and amended by Certificate of Correction recorded November 26, 1997, Series No. 97-80717, Solano County Official Records, situated in the City of Vallejo, County of Solano, State of California, and described as follows:

Beginning at the southwest corner of said Lot 195, said corner also being common with Lots 192, 194 and Parcel 5; thence southerly, westerly, northerly, easterly and southerly on the boundary of said Parcel 5 the following courses:

- (1) South 79° 11' 49" West, 40.33 feet;
- (2) North 63° 35' 00" West, 119.50 feet;
- (3) South 20° 37' 17" West, 86.15 feet;
- (4) South 23° 02' 36" West, 95.12 feet;
- (5) South 20° 53' 26" West, 85.00 feet;
- (6) South 68° 51' 34" East, 43.71 feet;
- (7) South 13° 03' 32" East, 211.05 feet;
- (8) South 02° 52' 11" West, 35.97 feet;

- (9) South 08° 36' 34" West, 112.64 feet;
- (10) South 00° 14' 05" East, 79.51 feet;
- (11) North 88° 56' 32" West, 61.84 feet;
- (12) North 72° 06' 00" West, 95.39 feet;
- (13) South 10° 09' 12" West, 356.10 feet; (South 10° 09' 19" West, 356.09 feet, Map)
- (14) South 26° 10' 14" West, 84.83 feet;
- (15) South 06° 17' 25" West, 92.04 feet;
- (16) South 06° 34' 35" West, 115.19 feet;
- (17) South 20° 14' 19" East, 121.06 feet;
- (18) South 21° 18' 16" West, 86.62 feet;
- (19) South 35° 50' 43" West, 88.36 feet;
- (20) South 33° 23' 05" West, 191.29 feet;
- (21) South 25° 15' 09" West, 85.08 feet;
- (22) South 25° 23' 15" West, 85.00 feet;
- (23) South 15° 10' 22" West, 212.07 feet;
- (24) North 84° 11' 33" West, 71.67 feet;
- (25) South 07° 35' 16" West, 169.76 feet;
- (26) North 82° 24' 44" West, 93.01 feet; to the beginning of a tangent curve concave to the North having a radius of 520.00 feet and a central angle of 21° 31' 44";
- (27) Thence westerly on the arc of said curve 195.39 feet;
- (28) North 60° 53' 00" West, 15.79 feet;
- (29) North 19° 18' 36" East, 307.90 feet;
- (30) North 40° 23' 49" East, 106.90 feet;
- (31) North 02° 22' 30" West, 40.78 feet;
- (32) North 37° 14' 27" East, 131.31 feet;
- (33) North 26° 32' 50" East, 104.00 feet;
- (34) North 12° 32' 03" East, 96.59 feet;
- (35) North 04° 23' 51" East, 24.00 feet;
- (36) North 01° 57' 06" East, 182.38 feet;
- (37) North 43° 21' 47" West, 75.00 feet to a point on a curve concave to the southwest having a radius of 44.00 feet and a central angle of 116° 32' 37" and from which point the center of circle bears North 87° 26' 35" West;
- (38) Thence westerly on the arc of said curve 89.50 feet;
- (39) North 28° 07' 47" West, 13.14 feet;
- (40) North 18° 54' 17" East, 162.97 feet;
- (41) North 74° 59' 41" West, 11.00 feet;
- (42) North 18° 13' 32" East, 83.67 feet;
- (43) North 66° 47' 30" West, 120.58 feet;
- (44) North 23° 12' 30" East, 14.89 feet;
- (45) South 66° 47' 30" East, 121.46 feet;
- (46) North 25° 16' 15" East, 92.93 feet;
- (47) North 27° 07' 00" East, 89.91 feet;
- (48) North 13° 57' 03" East, 189.93 feet;
- (49) North 00° 05' 13" East, 113.61 feet;

- (50) North 27° 26' 01" East, 109.94 feet;
- (51) North 07° 04' 11" East, 85.24 feet;
- (52) North 82° 51' 13" West, 10.00 feet;
- (53) North 00° 48' 48" East, 196.21 feet;
- (54) South 88° 31' 11" West, 118.22 feet to a point on a curve concave to the West having a radius of 1020.00 feet and a central angle of 01° 32' 44" and from which point the center of circle bears South 87° 08' 15" West;
- (55) Thence northerly on the arc of said curve 27.52 feet;
- (56) North 04° 24' 29" West, 138.61 feet to the beginning of a tangent curve concave to the northeast having a radius of 470.00 feet and a central angle of 03° 57' 13";
- (57) Thence northerly on the arc of said curve 32.43 feet;
- (58) South 80° 22' 40" East, 141.40 feet;
- (59) North 03° 45' 47" East, 162.29 feet;
- (60) North 26° 21' 49" East, 74.49 feet;
- (61) North 41° 27' 15" East, 67.49 feet;
- (62) North 58° 40' 50" East, 72.86 feet;
- (63) North 67° 43' 05" East, 79.99 feet;
- (64) North 78° 35' 14" East, 90.55 feet;
- (65) South 86° 31' 55" East, 81.01 feet;
- (66) South 84° 33' 10" East, 146.44 feet;
- (67) North 83° 25' 52" East, 100.64 feet;
- (68) North 23° 12' 16" East, 97.48 feet to a point on a curve concave to the southwest having a radius of 260.00 feet and a central angle of 55° 00' 16" and from which point the center of circle bears South 20° 31' 50" West;
- (69) Thence southeasterly on the arc of said curve 249.60 feet;
- (70) South 89° 47' 12" West, 100.01 feet;
- (71) South 00° 08' 45" East, 100.16 feet;
- (72) North 86° 10' 02" West, 31.00 feet;
- (73) South 15° 26' 26" West, 89.08 feet;
- (74) South 83° 08' 50" East, leaving the boundary of said Parcel 5, a distance of 5.81 feet;
- (75) South 11° 18' 00" West, 84.47 feet;
- (76) South 44° 20' 59" West, 18.42 feet;
- (77) South 01° 31' 31" West, 74.29 feet;
- (78) South 48° 34' 59" West, 15.99 feet;
- (79) South 05° 11' 05" East, 71.06 feet;
- (80) North 81° 28' 44" West, 12.11 feet to the point of beginning. Said Parcel is also described on Exhibit A, attached to that certain Notice of Minor Lot Line Adjustment, recorded June 5, 1997, Series No. 97-34366, Official Records, Solano County.

PARCEL THREE

A portion of Lot 243 and all of Parcel 12, as shown on that Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed in Book 64 of Maps at Page 16, Solano County Records, more particularly described as follows:

Beginning at the most northerly corner of Parcel 12, as shown on that Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed in Book 64 of Maps at Page 16, Solano County Records; thence from said point of beginning South 46° 20' 02" East, 143.17 feet; thence South 07° 29' 43" East, 288.73 feet; thence South 07° 12' 29" West, 318.30 feet; thence South 85° 06' 15" West, 154.72 feet; thence North 42° 19' 35" West, 95.38 feet; thence South 77° 17' 32" West, 159.17 feet; thence South 45° 16' 15" West, 626.75 feet; thence South 11° 15' 35" West, 303.36 feet; thence South 38° 24' 04" West, 23.50 feet; thence South 28° 51' 01" West, 67.85 feet; thence South 29° 29' 29" West, 59.92 feet; thence South 18° 08' 59" West, 120.66 feet; thence South 09° 01' 49" West, 180.96 feet; thence South 04° 10' 22" East, 271.39 feet; thence South 00° 06' 18" East, 52.02 feet; thence South 56° 47' 37" West, 18.61 feet; thence South 03° 22' 58" West, 49.15 feet; thence South 56° 16' 20" West, 27.84 feet; thence South 02° 02' 15" West, 51.67 feet; thence South 29° 08' 22" West, 62.49 feet; thence South 39° 10' 07" West, 66.16 feet; thence South 18° 43' 05" West, 62.02 feet; thence South 56° 16' 20" West, 27.84 feet; thence South 02° 02' 15" West, 51.67 feet; thence South 29° 08' 22" West, 62.49 feet; then South 39° 10' 07" West, 66.16 feet; thence South 18° 43' 05" West, 62.02 feet; thence South 05° 04' 25" East, 127.78 feet; thence South 59° 52' 28" East, 120.34 feet to the West right of way of Willowbrook Place as shown on said Map; thence southerly on said right of way along a curve to the left with a radial bearing of North 89° 20' 14" West, through a central angle of 2° 57' 58" with a radius of 375.00 feet for an arc distance of 19.41 feet; thence southerly on a reverse curve to the right through a central angle of 18° 54' 07" with a radius of 275.00 feet for an arc distance of 90.72 feet; thence South 16° 35' 55" West, 11.45 feet; thence leaving said right of way North 73° 24' 05" West, 135.88 feet; thence South 16° 08' 59" West, 69.89 feet; thence South 01° 47' 55" West, 157.04 feet; thence South 16° 35' 55" West, 23.52 feet to the North right of way of Halcyon Drive as shown on said Map; thence on said right of way South 87° 35' 55" West, 74.65 feet; thence leaving said right of way North 11° 50' 49" West, 145.84 feet; thence North 27° 01' 40" West, 120.19 feet; thence South 58° 05' 51" West, 120.00 feet to the East right of way on Winterspring Court; thence northerly on said right of way along a curve with a radial bearing of South 58° 05' 51" West through a central angle of 12° 31' 37" with a radius of 590.00 feet for an arc distance of 129.00 feet; thence northerly on a reverse curve to the right through a central angle of 81° 27' 46" with a radius of 20.00 feet for an arc distance of 28.44 feet; thence northerly on a reverse curve to the left through a central angle of 30° 22' 53" with a radius of 235.00 feet for an arc distance of 124.61 feet; thence leaving said right of way North 88° 47' 46" East, 124.04 feet; thence North 00° 21' 35" East, 193.02 feet; thence North 04° 39' 05" West, 85.05 feet; thence South 81° 28' 43" West, 29.35 feet to a point on the North line of Lot 242 on said Map; thence North 01°

11' 27" East, 73.68 feet to the East line of said Lot 243; thence North 07° 40' 00" West on said East line, 22.32 feet; thence North 03° 36' 18" West, 104.31 feet; thence North 04° 10' 17" East, 714.63 feet; thence North 04° 30' 42" East, 91.04 feet; thence North 09° 23' 52" East, 230.45 feet; thence South 84° 45' 17" West, 158.96 feet; thence North 35° 01' 56" East, 81.32 feet; thence North 31° 27' 13" East, 98.73 feet; thence North 09° 33' 08" East, 94.80 feet; thence South 55° 56' 52" East, 85.22 feet; thence North 49° 24' 14" East, 60.14 feet; thence North 39° 36' 29" East, 73.12 feet; thence North 33° 40' 14" East, 85.60 feet; thence North 58° 23' 31" West, 4.00 feet; thence North 28° 27' 57" East, 79.13 feet; thence North 35° 56' 56" East, 82.13 feet; thence North 22° 49' 07" East, 120.34 feet; thence North 69° 05' 56" West, 125.05 feet; thence South 62° 02' 38" West, 20.00 feet to the right of way of Cirrus Lane as shown on said Map, thence westerly on said right of way along a curve to the left with a radial bearing of South 64° 23' 58" West through a central angle of 95° 19' 28" with a radius of 44.00 feet for an arc distance of 73.20 feet; thence leaving said right of way North 31° 52' 25" West, 111.30 feet; thence North 06° 12' 21" East, 89.05 feet; thence North 06° 31' 03" West, 79.77 feet; thence North 81° 22' 31" West, 167.50 feet to the North right of way of Overlook Drive as shown on said Map; thence westerly on said right of way along a curve to the left through a central angle of 22° 31' 44" with a radius of 300.00 feet for an arc distance of 117.96 feet; thence leaving said right of way South 77° 33' 41" East, 234.05 feet; thence North 87° 17' 44" East, 205.30 feet; thence North 54° 19' 10" East, 471.29 feet; thence North 63° 47' 48" East, 721.01 feet to the point of beginning.

PARCEL FOUR:

Lots 322, 324, and that portion designated as Strata Drive as shown on the Map entitled "Sky Valley Unit No. 2" filed April 4, 1991 in Book 60 of Maps, Page 54, Solano County Records, and amended by Certificate of Correction recorded July 30, 1991 as Series No. 91-00053402, Solano County Official Records.

PARCEL FIVE:

All those portions of Lots 315 and 321 of "Sky Valley Unit No. 2," as filed in Book 60 of Maps, Page 54, Solano County Records, as shown on the Lot Line Adjustment recorded November 13, 1995, Series No. 95-71538, Solano County Official Records and amended by Certificate of Correction recorded March 21, 1996, Series No. 96-18313, Solano County Official Records, described as follows:

Beginning at the northeast corner of said Lot 315, said corner being on the westerly line of said Lot 321; thence northerly, easterly, southerly and westerly on the boundary of said Lot 321 the following courses:

- (1) North 01° 09' 00" East, 58.66 feet;
- (2) North 17° 48' 00" West, 444.74 feet;
- (3) North 71° 30' 02" East, 70.87 feet;

- (4) North 84° 52' 26" East, 268.96 feet;
- (5) North 05° 20' 46" West, 66.63 feet;
- (6) North 84° 46' 08" East, 67.88 feet;
- (7) North 24° 19' 27" East, 377.02 feet;
- (8) North 06° 21' 18" East, 691.74 feet;
- (9) North 79° 30' 08" East, 460.21 feet to a point on a curve concave to the West having a radius of 620.00 feet and a central angle of 06° 49' 17" and from which point the center of circle bears South 78° 05' 43" West; thence southerly on the arc of said curve 73.81 feet; thence continue on the boundary of Lot 321 the following courses:
 - (10) South 84° 55' 00" West, 126.76 feet;
 - (11) South 05° 34' 00" West, 86.42 feet;
 - (12) South 08° 10' 00" West, 144.94 feet;
 - (13) South 01° 03' 00" West, 285.30 feet;
 - (14) South 06° 12' 00" West, 126.13 feet;
 - (15) South 18° 39' 00" West, 129.09 feet;
 - (16) South 24° 43' 00" West, 354.48 feet;
 - (17) South 19° 49' 00" West, 147.93 feet;
 - (18) South 09° 22' 00" West, 226.28 feet;
 - (19) South 04° 07' 00" West, 159.88 feet;
 - (20) South 06° 52' 00" East, 235.03 feet;
 - (21) South 14° 45' 00" East, 369.88 feet;
 - (22) South 21° 11' 30" West, 85.85 feet;
 - (23) South 34° 45' 00" East, 121.50 feet to a point on a curve concave northerly having a radius of 220.00 feet and a central angle of 28° 11' 00" and from which point the center of circle bears North 34° 45' 00" West, thence westerly on the arc of said curve 108.22 feet; thence South 83° 26' 00" West, 233.51 feet to the beginning of a curve concave northerly having a radius of 370.00 feet and a central angle of 45° 59' 17"; thence northwesterly on the arc of said curve 296.98 feet; thence leaving the existing boundary of said Lot 321, North 37° 46' 56" East, 73.33 feet; thence North 07° 35' 43" West, 113.83 feet; thence North 17° 43' 35" West, 32.12 feet; thence North 26° 03' 54" West, 29.89 feet; thence North 11° 03' 58" West, 21.17 feet; thence North 07° 10' 38" East, 28.15 feet; thence North 07° 55' 03" West, 20.40 feet; thence North 18° 40' 02" West, 44.59 feet; thence North 10° 31' 10" West, 43.68 feet; thence North 15° 03' 00" West, 21.70 feet; thence North 12° 06' 21" West, 25.43 feet to a point on the westerly line of said Lot 321; thence leaving said westerly line, North 57° 28' 17" West, 23.71 feet to the beginning of a tangent curve concave to the northeast having a radius of 40.00 feet and a central angle of 63° 35' 35"; thence northwesterly on the arc of said curve 44.40 feet; thence North 06° 07' 18" East, 42.49 feet; thence North 05° 54' 37" West, 11.21 feet; thence North 09° 23' 13" east, 13.18 feet; thence North 12° 38' 37" East, 31.74 feet; thence North 18° 25' 50" East, 21.61 feet to the aforementioned West line of said Lot 321; thence North 01° 09' 00" East on said West line, 131.32 feet to the point of beginning.

PARCEL SIX:

All of Lot 323 and those portions of Lots 266 through 269 of "Sky Valley Unit No. 2" as filed in Book 60 of Maps, Page 54, Solano County Records, as shown on the Lot Line Adjustment recorded October 29, 1996, Instrument No. 96-72935, Solano County Official Records and described as follows:

Beginning at the northeast corner of said Lot 269, said corner being on the westerly line of Nature Court; thence South 84° 10' 00" West on the North line of said Lot 269 a distance of 116.13 feet; thence southerly through said Lots 269, 268, 267 and 266 and westerly, northerly, easterly and southerly on the boundary of said Lot 323 the following courses:

- (1) South 11° 35' 11" East, 26.61 feet;
- (2) South 30° 51' 21" East, 140.23 feet;
- (3) South 17° 13' 18" East, 78.55 feet;
- (4) South 18° 45' 29" East, 96.83 feet;
- (5) South 37° 18' 47" East, 23.89 feet to a point on a curve concave to the South having a radius of 225.00 feet and a central angle of 27° 50' 27" and from which point the center of circle bears South 28° 35' 43" East;
- (6) Thence westerly on the arc of said curve, also being the northerly line of Golf Boulevard, 109.33 feet;
- (7) North 13° 27' 00" West, 169.07 feet;
- (8) North 45° 30' 00" West, 198.35 feet;
- (9) North 85° 52' 00" West, 320.00 feet;
- (10) South 47° 37' 00" West, 62.55 feet;
- (11) South 33° 03' 07" West, 135.37 feet;
- (12) South 56° 10' 42" West, 543.18 feet;
- (13) South 34° 09' 00" West, 273.18 feet;
- (14) North 69° 50' 00" West, 254.15 feet;
- (15) North 29° 30' 00" West, 696.36 feet;
- (16) North 56° 46' 03" East, 626.03 feet;
- (17) North 27° 34' 57" East, 157.91 feet;
- (18) North 88° 26' 09" East, 220.83 feet;
- (19) North 44° 04' 58" East, 378.78 feet;
- (20) North 70° 50' 11" East, 816.32 feet to a point on a curve concave to the northeast having a radius of 864.49 feet and a central angle of 05° 54' 32" and from which point the center of circle bears North 52° 44' 32" East;
- (21) Thence southeasterly on the arc of said curve, also being the southwesterly line of Sky Valley Drive, 289.15 feet to the point of compound curvature with a curve concave to the northeast having a radius of 430.00 feet and a central angle of 17° 05' 07";
- (22) Thence southeasterly on the arc of said curve 128.22 feet;
- (23) South 60° 21' 00" West, 445.71 feet;

- (24) South 24° 10' 00" East, 67.58 feet to a point on a curve concave to the southeast having a radius of 50.00 feet and a central angle of 62° 50' 00" and from which point the center of circle bears South 24° 10' 00" East;
- (25) Thence southerly on the arc of said curve 54.83 feet;
- (26) South 75° 00' 00" West, 298.22 feet;
- (27) South 23° 25' 00" East, 95.52 feet;
- (28) South 49° 36' 30" East, 169.00 feet;
- (29) South 77° 38' 00" East, 132.21 feet;
- (30) North 74° 00' 00" East, 64.00 feet;
- (31) North 57° 06' 30" East, 112.55 feet;
- (32) North 24° 07' 00" West, 198.50 feet;
- (33) North 65° 53' 00" East, 134.34 feet to the beginning of a curve concave to the South having a radius of 230.00 feet and a central angle of 41° 09' 00";
- (34) Thence easterly on the arc of said curve, also being the southerly line of Horizon Court, 165.19 feet;
- (35) South 72° 58' 00" East, 198.01 feet;
- (36) South 00° 41' 20" West, 139.00 feet;
- (37) South 02° 24' 00" West, 50.00 feet;
- (38) South 08° 54' 18" East, 122.52 feet;
- (39) South 05° 27' 55" East, 122.25 feet;
- (40) South 27° 08' 59" West, 86.81 feet;
- (41) South 84° 32' 00" West, 24.00 feet;
- (42) South 13° 54' 00" East, 92.82 feet;
- (43) South 03° 31' 00" East, 70.32 feet;
- (44) South 03° 59' 00" West, 65.50 feet to a point on a curve concave to the South having a radius of 325.00 feet and a central angle of 04° 25' 00" and from which point the center of circle bears South 02° 04' 00" East;
- (45) Thence westerly on the arc of said curve, also being the northerly line of Golf Boulevard, 25.05 feet;
- (46) South 83° 31' 00" West, 7.08 feet;
- (47) North 06° 29' 00" West, 162.00 feet;
- (48) North 12° 49' 00" West, 95.06 feet;
- (49) North 19° 54' 40" West, 188.83 feet;
- (50) North 55° 05' 25" West, 95.65 feet;
- (51) North 71° 06' 00" West, 78.80 feet;
- (52) South 51° 20' 00" West, 127.53 feet;
- (53) South 00° 46' 00" West, 57.94 feet;
- (54) South 61° 00' 00" East, 100.00 feet to a point on a curve concave to the southeast having a radius of 44.00 feet and a central angle of 34° 50' 00" and from which point the center of circle bears South 51° 00' 00" East;
- (55) Thence southwesterly on the arc of said curve 26.75 feet to the point of beginning.

PARCEL SEVEN:

Lot 319B of Lot Line Adjustment recorded March 27, 1998, Series No. 98-21728, Solano County Official Records, as follows:

That portion of Lot 319A as said Lot 319A is shown in that Lot Line Adjustment filed December 23, 1997, Series No. 97-86190, Solano County Records, after a Lot Line Adjustment with Parcel 3 as said Parcel 3 is shown in that Final Map entitled "Sky Valley Unit No. 1 Amending Final Map" filed February 23, 1994, Book 64 of Maps, Page 16, Solano County Records, located in the City of Vallejo, Solano County, California, as described as follows:

Beginning at a point on the northeasterly boundary of said Lot 319A, being the northwesterly terminus of that course shown as North $48^{\circ} 51' 36''$ West, 507.99 feet on said Lot Line Adjustment thence along the boundary of said Lot 319A South $48^{\circ} 51' 36''$ East, 458.19 feet; thence leaving said boundary of Lot 319A South $75^{\circ} 30' 44''$ West, 46.51 feet; thence along the arc of a tangent curve to the right, having a radius of 410.00 feet, through a central angle of $10^{\circ} 39' 17''$, an arc length of 76.24 feet; thence South $86^{\circ} 10' 00''$ West, 143.34 feet; thence along the arc of a tangent curve to the left, having a radius of 230.00 feet, through a central angle of $43^{\circ} 12' 17''$, an arc length of 173.43 feet; thence South $42^{\circ} 57' 43''$ West, 44.25 feet to said boundary of Lot 319A; thence along said boundary of Lot 319A, northwesterly along the arc of a non-tangent curve to the left, the radius point of which bears South $38^{\circ} 45' 50''$ West, 440.00 feet, through a central angle of $09^{\circ} 51' 36''$, an arc length of 75.72 feet to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 540.00 feet, through a central angle of $05^{\circ} 27' 24''$, an arc length of 51.43 feet to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 265.00 feet, through a central angle of $18^{\circ} 52' 29''$, an arc length of 87.30 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 235.00 feet, through a central angle of $10^{\circ} 29' 53''$, an arc length of 43.06 feet to a point of compound curvature; thence along the arc of a curve to the right, having a radius of 470.00 feet, through a central angle of $39^{\circ} 48' 46''$, an arc length of 326.59 feet; thence North $60^{\circ} 45' 55''$ East, 486.62 feet; thence South $56^{\circ} 54' 49''$ East, 189.69 feet to the point of beginning.

EXHIBIT D

LIST OF SUBDIVISION MAPS

Parcel Map of Parcel 11, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 61, Solano County Records.

Parcel Map of Parcel 13, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 62, Solano County Records.

Parcel Map of Parcel 14, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 63, Solano County Records.

Parcel Map of Parcel 15, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 64, Solano County Records.

Parcel Map of Parcel 16, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 65, Solano County Records.

Parcel Map of Parcel 17, Sky Valley Unit No. 1, filed August 29, 1990 in Book 35 of Parcel Maps, Page 66, Solano County Records.

Map entitled "Sky Valley Unit No. 1, amending filed Map," filed February 23, 1994 in Book 64 of Maps, Page 16, Solano County Records.

Map of "Sky Valley Unit No. 2," filed on April 4, 1991 in Book 60 of Maps, Page 54, Solano County Records.

Map of "Sky Valley Unit No. 3," filed September 12, 1991, in Book 61 of Maps, Page 13, Solano County Records.

Map of "Sky Valley Final Map Unit No. 2A," filed on December 7, 1994 in Book 65 of Maps, Page 32, Solano County Records.

Certificate of Correction recorded July 30, 1991 as Series No. 91-53402, Solano County Records.

Certificate of Correction recorded March 21, 1996, Series No. 96-18313, Solano County Records.

Certificate of Correction recorded November 26, 1997, Series No. 97-80717, Solano County Records.

Subdivision Map entitled "Village at Hiddenbrooke" filed in the records of Solano County, California, on March 19, 2001 in Book 71 of Maps on pages 77 through 83, inclusive.

Subdivision Map entitled "The Villas at Hiddenbrooke" filed in the records of Solano County, California, on September 25, 2002 in Book 74 of Maps at pages 58 through 78, inclusive.

Subdivision Map entitled "Reflections at Hiddenbrooke" filed in the records of Solano County, California, on August 15, 2003 in Book 76 of Maps at pages 92 through 101, inclusive.

Subdivision Map entitled "The Summit at Hiddenbrooke" Parcel 316A, filed in the records of Solano County, California, on September 2, 2004 in Book 79 of Maps at pages 59 through 71, inclusive.

Subdivision Map entitled "Orchards at Hiddenbrooke" filed in the records of Solano County, California, on September 27, 2004 in Book 79 of Maps, pages 77 to 83, inclusive.

EXHIBIT E

SUBDRAINS

Lots 142 through 146, 177 through 182, 202 through 205 and 215 through 218 as shown on the Subdivision Map entitled "Sky Valley Unit No. 1 Amending Map" filed for record on February 20, 1994 in Book 64 of Maps at Page 16 in the records of Solano County, California.