REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ___).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Santa Rosa **, COUNTY OF** Sonoma **, STATE OF CALIFORNIA, DESCRIBED AS** 815 Wild Oak Dr, Santa Rosa, CA, 95409 **.**

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 08/02/2026 **. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☒ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☒ Additional inspection reports or disclosures:
Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
☒ *No substituted disclosures for this transfer.*

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☒ is not occupying the property.

A. The subject property has the items checked below:*

☒ Range
☒ Oven
☐ Microwave
☒ Dishwasher
☐ Trash Compactor
☐ Garbage Disposal
☒ Washer/Dryer Hookups
☒ Rain Gutters
☐ Burglar Alarms
☐ Carbon Monoxide Device(s)
☐ Smoke Detector(s)
☐ Fire Alarm
☐ TV Antenna
☐ Satellite Dish
☐ Intercom
☒ Central Heating
☒ Central Air Conditioning
☐ Evaporator Cooler(s)

☐ Wall/Window Air Conditioning
☒ Sprinklers
☒ Public Sewer System
☐ Septic Tank
☐ Sump Pump
☐ Water Softener
☒ Patio/Decking
☐ Built-in Barbecue
☐ Gazebo
☐ Security Gate(s)
☒ Garage:
  ☒ Attached ☐ Not Attached
  ☐ Carport
  ☐ Automatic Garage Door Opener(s)
  ☒ Number Remote Controls ____
☐ Sauna
☐ Hot Tub/Spa:
  ☐ Locking Safety Cover

☐ Pool:
  ☐ Child Resistant Barrier
☐ Pool/Spa Heater:
  ☐ Gas ☐ Solar ☐ Electric
☒ Water Heater:
  ☐ Gas ☐ Solar ☐ Electric
☒ Water Supply:
  ☒ City ☐ Well
  ☐ Private Utility or
  Other City of Santa Rosa
☒ Gas Supply:
  ☒ Utility ☐ Bottled (Tank)
☐ Window Screens
☐ Window Security Bars
☐ Quick Release Mechanism on Bedroom Windows
☐ Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in Unknown 220 Volt Wiring in _____ Fireplace(s) in gas
☒ Gas Starter _____ ☒ Roof(s): Type: Asphalt Shingles Age: Unknown (approx.)
☐ Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☒ No. If yes, then describe. (Attach additional sheets if necessary): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.
Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

(*see note on page 2)

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Opendoor Brokerage, Inc. | Opendoor Brokerage, LLC, 410. N Scottsdale Rd, Ste. #1600 Tempe AZ 85281 Phone: Fax: **New Forms**
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Property Address: 815 Wild Oak Dr, Santa Rosa, CA, 95409 Date: 08/02/2026

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes/☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s) ☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components (Describe:)

If any of the above is checked, explain. (Attach additional sheets if necessary.):

Per work order, water damage remediation performed - water heater closet. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . ☐ Yes ☒ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . . ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . ☐ Yes ☒ No

(**Note to C4 and C5:** If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)

6. Fill (compacted or otherwise) on the property or any portion thereof . . . ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems . . . ☐ Yes ☒ No
8. Flooding, drainage or grading problems . . . ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements . . . ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances . . . ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations . . . ☒ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property . . . ☒ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . ☒ Yes ☐ No
15. Any notices of abatement or citations against the property . . . ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):

12. HOA Name: The Wild Oak Homeowners Assoc., Phone Number: 707-544-2005, Main Fee: $600 paid quarterly. HOA Demand and CC&Rs attached. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

D. **1.** The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Brad Bonney Authorized Signer on Behalf of Opendoor Property Trust I Date 08/02/2026

Seller Date

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- [X] See attached Agent Visual Inspection Disclosure (AVID Form)
- [ ] Agent notes no items for disclosure.
- [ ] Agent notes the following items: _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. (Please Print) By Lisa Soltez (Associate Licensee or Broker Signature) Date 08/02/2026

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- [ ] See attached Agent Visual Inspection Disclosure (AVID Form)
- [ ] Agent notes no items for disclosure.
- [ ] Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Brad Bonney Date 08/02/2026 Buyer _____ Date _____

Authorized Signer on Behalf of Opendoor Property Trust I

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. (Please Print) By Lisa Soltez (Associate Licensee or Broker Signature) Date 08/02/2026

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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EQUAL HOUSING OPPORTUNITY

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/26)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should either complete an Exempt Seller Disclosure (C.A.R. Form ESD) or use this SPQ form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, WHETHER BY CONTRACT, STATUTE, OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 815 Wild Oak Dr, Santa Rosa, CA, 95409, Assessor's Parcel No. 031-340-004-000, situated in Santa Rosa, County of Sonoma California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).

1. **Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker, has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.**
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Answer based on actual knowledge and recollection at this time.
   - Something that you do not consider material or significant may be perceived differently by a Buyer.
   - Think about what you would want to know if you were buying the Property today.
   - Read the questions carefully and take your time.
   - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Something that may be material or significant to you may not be perceived the same way by the Seller.
   - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
   - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
   - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware..." by checking either "Yes" or "No."
   - **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.**
   - **Explain any "Yes" answers** in the space provided or attach additional comments and check **paragraph 19B** is checked and attach additional comments.
5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents that pertain to:
   (i) the condition or repair of the Property;
   (ii) any improvement on this Property;
   (iii) easements, encroachments, or boundary disputes affecting the Property.

   These documents include, but are not limited to, any document:
   (i) prepared in the past or present;
   (ii) provided during any previous transaction or from a previous owner;
   (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
   (iv) whether or not it was provided to the Seller.

   A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ☒ Yes ☐ No

   B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ☒ Yes ☐ No

   C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ☒ Yes ☐ No

   Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

   If Yes to any, provide explanation: Seller is a corporate entity. Documents in Seller's possession during ownership include work orders, inspection reports, renovation scopes, and third-party assessments. Seller will provide available details upon request.
6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...**

   A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
   (Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)

   B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No

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Opendoor Brokerage LLC, 410 N Scottsdale Road #1600 Tempe AZ 85281 Phone: **4807790001** Fax: **none**
Lisa Soltesz Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

C. The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☒ No

D. Whether the Property is located in, or adjacent to, an "industrial use" zone ..... ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)

E. Whether the Property is affected by a nuisance created by an "industrial use" zone ..... ☐ Yes ☒ No

F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ..... ☐ Yes ☒ No

G. Whether the Property is **(i)** a condominium or **(ii)** located in a planned unit development or **(iii)** other common interest subdivision (see **paragraph 14** for more disclosures)..... ☒ Yes ☐ No

H. Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☒ No

I. Matters affecting title of the Property ..... ☐ Yes ☒ No

J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ..... ☐ Yes ☒ No

K. Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ..... ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No

If Yes to any, provide explanation:
HOA Name: The Wild Oak Homeowners Assoc., Phone Number: 707-544-2005, Main Fee: $600 paid quarterly. Please see attached for HOA-related expenses provided to the Seller at the time the Seller purchased this property. Buyer is encouraged to contact the HOA for current information. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

7. REPAIRS AND ALTERATIONS: **ARE YOU (SELLER) AWARE OF...**

A. Any alterations, modifications, replacements, improvements, remodeling, or material repairs on the Property (including those resulting from Home Warranty claims) ..... ☒ Yes ☐ No

B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ..... ☐ Yes ☒ No

C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ..... ☐ Yes ☒ No

D. Any part of the Property being painted within the past 12 months ..... ☐ Yes ☒ No

E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☐ Yes ☒ No

(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ..... ☐ Yes ☒ No

(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ..... ☐ Yes ☒ No

F. Whether you acquired the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No

If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property?..... ☒ Yes ☐ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: **(i)** a list of such Improvements and (ii) the name and contact information for each contractor who performed services of $1,000 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below **(i)** a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and **(ii)** for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation:
F. Carpet replaced throughout the residence. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

8. STRUCTURAL, SYSTEMS AND APPLIANCES: **ARE YOU (SELLER) AWARE OF...**

A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors, or appliances ..... ☐ Yes ☒ No

B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No

C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q)..... ☐ Yes ☒ No

D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ..... ☐ Yes ☒ No

E. Whether any structure on the Property other than the main improvement is used as a dwelling ..... ☐ Yes ☒ No

(1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☒ No

(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ..... ☐ Yes ☒ No

If Yes to any, provide explanation:

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: **ARE YOU (SELLER) AWARE OF...**

A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... ☐ Yes ☒ No

If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property ..... ☐ Yes ☒ No

(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property, and if such insurance is not maintained, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Property Address: 815 Wild Oak Dr, Santa Rosa, CA, 95409

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

If Yes to any, provide explanation: _____

10. WATER-RELATED AND MOLD ISSUES: **ARE YOU (SELLER) AWARE OF...**

A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... ☒ Yes ☐ No
B. Any problem with or infestation of mold, mildew, fungus, or spores, past or present, on or affecting the Property.. ☐ Yes ☒ No
C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

Water damage remediation performed - water heater closet. Drywall repaired. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

11. PETS, ANIMALS, AND PESTS: **ARE YOU (SELLER) AWARE OF...**

A. Past or present pets on or in the Property ..... ☐ Yes ☒ No
B. Past or present problems with livestock, wildlife, insects, or pests on or in the Property ..... ☐ Yes ☒ No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☒ No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ..... ☐ Yes ☒ No
If so, when and by whom _____

If Yes to any, provide explanation: _____

12. BOUNDARIES, ACCESS, AND PROPERTY USE BY OTHERS: **ARE YOU (SELLER) AWARE OF...**

A. Surveys, easements, encroachments or boundary disputes ..... ☐ Yes ☒ No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways, or other forms of ingress or egress or other travel or drainage..... ☐ Yes ☒ No
C. Use of any neighboring property by you ..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

13. LANDSCAPING, POOL AND SPA: **ARE YOU (SELLER) AWARE OF...**

A. Diseases or infestations affecting trees, plants, or vegetation on or near the Property ..... ☐ Yes ☒ No
B. Operational sprinklers on the Property ..... ☒ Yes ☐ No
(1) If yes, are they ☐ automatic or ☐ manually operated.
(2) If yes, are there any areas with trees, plants, or vegetation not covered by the sprinkler system. ☐ Yes ☒ No
C. A pool heater on the Property ..... ☐ Yes ☒ No
If yes, is it operational? ..... ☐ Yes ☒ No
D. A spa heater on the Property ..... ☐ Yes ☒ No
If yes, is it operational? ..... ☐ Yes ☒ No
E. Past or present defects, leaks, cracks, repairs, or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage, or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE) **ARE YOU (SELLER) AWARE OF...**

A. Property being: **(i)** a condominium; **(ii)** being located in a planned unit development or; **(iii)** being located in a common interest subdivision..... ☒ Yes ☐ No
B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☒ Yes ☐ No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
D. CC&R's or other deed restrictions or obligations ..... ☒ Yes ☐ No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ..... ☐ Yes ☒ No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ..... ☒ Yes ☐ No

Property Address: 815 Wild Oak Dr, Santa Rosa, CA, 95409

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ..... [X] Yes [ ] No

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ..... [ ] Yes [X] No

If Yes to any, provide explanation:

B) Property is part of HOA
F) Contact HOA for specific guidelines and requirements
Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: **ARE YOU (SELLER) AWARE OF...**

A. Other than the Seller signing this form, any other person or entity with an ownership interest ..... [ ] Yes [X] No

B. Leases, options, or claims affecting or relating to title or use of the Property ..... [ ] Yes [X] No

C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association, or neighborhood ..... [ ] Yes [X] No

D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... [ ] Yes [X] No

E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ..... [ ] Yes [X] No

F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest-based groups, or any other person or entity. ..... [ ] Yes [X] No

G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel, or material repair of the Property ..... [ ] Yes [X] No

H. The cost of any alteration, modification, replacement, improvement, remodel, or material repair of the Property being paid by an assessment on the Property tax bill ..... [ ] Yes [X] No

If Yes to any, provide explanation:

16. NEIGHBORS/NEIGHBORHOOD: **ARE YOU (SELLER) AWARE OF...**

A. Neighborhood noise, nuisance, or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ..... [ ] Yes [X] No

B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ..... [ ] Yes [X] No

If Yes to any, provide explanation:

The Wild Oak Homeowners Assoc., Po Box 90066, San Jose CA 95109-3066, 707-544-2005. Quarterly HOA fee of $600. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and to verify all information relating to this property where applicable as noted.

17. GOVERNMENTAL: **ARE YOU (SELLER) AWARE OF...**

A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... [ ] Yes [X] No

B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions, or retrofit requirements that apply to or could affect the Property ..... [ ] Yes [X] No

C. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... [ ] Yes [X] No

D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ..... [ ] Yes [X] No

E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ..... [ ] Yes [X] No

F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals ..... [ ] Yes [X] No

G. Existing or proposed Government requirements affecting the Property **(i)** that tall grass, brush or other vegetation be cleared; **(ii)** that restrict tree (or other landscaping) planting, removal, or cutting or **(iii)** that flammable materials be removed ..... [ ] Yes [X] No

H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property..... [ ] Yes [X] No

I. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... [ ] Yes [X] No

J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ..... [ ] Yes [X] No

K. Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property ..... [ ] Yes [X] No

If Yes to any, provide explanation:

18. OTHER: **ARE YOU (SELLER) AWARE OF...**

A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present .... [ ] Yes [X] No

B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device..... [ ] Yes [X] No

C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ..... [ ] Yes [X] No

D. Whether the Property was originally constructed as a Manufactured or Mobile home ..... [ ] Yes [X] No

Property Address: 815 Wild Oak Dr, Santa Rosa, CA, 95409

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

E. Whether the Property is tenant occupied ..... ☐ Yes ☒ No
If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy)..... ☐ Yes ☒ No

F. Whether the Property was previously tenant occupied even if vacant now ..... ☐ Yes ☒ No
If yes, disclose if you know the method or manner of how the tenancy ended.

If Yes to any, provide explanation: _____

19. MATERIAL FACTS:

A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No

B. ☐ **(IF CHECKED) ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

If Yes to any, provide explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from Seller's own duty of disclosure.

Seller Brad Bonney Authorized Signer on Behalf of Opendoor Property Trust I Date 08/02/2026

Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____

Buyer _____ Date _____

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Opendoor

815 Wild Oak Dr, Santa Rosa, CA 95409

Information on permits (if any) may be obtained from the contractor

Description	Contractor	Contact information
Drywall repaired in July 2026.	**DNM Construction Inc - SFO**	**DNM Construction Inc - SFO dnmconstruction1990@gmail.com (909) 587-8409**
Carpet replaced in July 2026.	**Impact Property Solutions - SFO-S**	**Impact Property Solutions - SFO-S ps.natact@impactpropertysolutions.com (503) 433-2972**

OSNATIONAL

3097 Satellite Boulevard, Suite 400, Duluth, GA 30096
Tel: 770.497.9100

DATE: 6/24/2026
TO: jody@premierpsinc.com
OSN File #: CA110701

RE: **HOMEOWNERS' ASSOCIATION CLOSING LETTER**
PLEASE PROVIDE AN ACCOUNT CLOSING LETTER FOR THE FOLLOWING:

PROPERTY ADDRESS: 815 Wild Oak Drive, Santa Rosa, CA 95409

SELLER: : Richard Enos Renshaw and Susan Gail Renshaw

BUYER : OPENDOOR PROPERTY TRUST I, a Delaware statutory trust

HOA: The Wild Oak Homeowners Assoc.
EMAIL ADDRESS OF ASSOCIATION: _____
WEBSITE ADDRESS OF ASSOCIATION: _____
TELEPHONE NUMBER OF ASSOCIATION: 707-544-2005
PHYSICAL ADDRESS (to mail funds): PO Box 90066
San Jose CA 95109-3066

CLOSING DATE: July 13, 2026

PLEASE RETURN BY [Enter Date]

CURRENT ACCOUNT BALANCE: -0- **AS OF DATE:** 6/24/26

REGULAR ASSESSMENT AMOUNT: $ 600

BILLED (CIRCLE ONE): MONTHLY/(QUARTERLY)/ANNUALLY/OTHER: Quarterly

REGULAR ASSESSMENT DUE DATE(s): On or before 1st day of each quarter

DATE PAYMENT BECOMES DELINQUENT (GRACE PERIOD): After 15 days

LATE FEE IF DELINQUENT: $ 10% or $10.00 - whichever is greater

ANY INITIATION OR TRANSFER FEE: $ 350 paid to Premier @ COE.

ADDITIONAL FEES TO BE COLLECTED AT CLOSING: —

(CONTINUED)

Property Addendum:

1. Are there any individual utilities included in the dues for this specific residence? Y (N) (if yes, please provide details below)

2. Are there any current special assessments associated with this property? Y / (N) (if yes, please provide details below)

3. Does the Association have any lease restrictions? (Y) / N (if yes, please provide details below) See CC&Rs - NO less than 30 days

4. Is the Association party to any current/pending litigation? (Yes) (if yes, please provide details below) See Attached Litigation Letter

5. Does the property have any open violations? Y / (N) (if yes, please provide details below)

6. Are there any fees due related to the violation? Y (N) (if yes, please provide details below)

7. Time allowed to cure violation if the buyer assumes it? Y / N (if yes, please provide details below) N/A

8. Is buyer approval required? Y / (N) (if yes, please provide details below)

9. Are there any other associations connected to this property address? Y / (N) (if yes, please provide details below)

10. Gated Community? (Y) / N (if yes, please provide details below) Entry Gate

11. Please advise of any additional information you feel the new owner may need:

Completed by:

Name: Andrea Davis
Date: 6/24/26

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ME WITH THE INFORMATION BELOW:
THANK YOU.

Claudia Rios

FAX:

EMAIL: claudiarios@osnational.com



Attn: Joan Nussbaum
Premier Property Services

Date: 24 November 2025

The homeowners at 805 White Oak Drive are moving their utility meters in accordance with a legal settlement to end the current lawsuits. There is as yet no definitive date for this work to be completed – and therefore end the lawsuits – due to weather conditions that impact the construction work.

Peter Allan
President
The Wild Oak Homeowners Association

Premier Property Services

1451 Guerneville Road, Suite #220
Santa Rosa, CA 95403
(707) 544-2005
http://Premierpsinc.com

6/25/2026
2:50 PM

HOA Docs (Resale Packet)	**$350.00**
Total	**$350.00**

Receipt 7Za8
Authorization 00307D

Visa 8972

Receipt for HOA DOC package for 815 Wild Oak in the Wild Oak HOA

The following notice is pursuant to California Government Code Section 12956.1(b)(1))

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

_____

_____

_____

_____

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____ , or Document No. _____ of the Official records of the County of _____ , State of California.

The document referenced above was originally indexed in the following manner _____ _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

➧ _____

➧ _____

_____
Printed Name(s)

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, _____, a 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/their/her authorized capacity(ies), and that by his/her/their signatures(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 _____

BOOK 3339 PAGE 809

Recorded At Request Of
216 Co.
at 30 min. past 2p M.
JAN 9 1978
OFFICIAL RECORDS
SONOMA COUNTY CALIF.
Connie J. Hallum
$ 7.80 RD. Recorder

Return to:
Vimark, Inc.
P. O. Box NN
Santa Rosa, Ca. 95402

S73237

I N D E X

TO

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF WILD OAK

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MILLER, STARR & REGALIA
ORDWAY BUILDING
KAISER CENTER
2180 VALDEZ ST., 18TH FLOOR
OAKLAND, CALIF. 94612
TEL. (415) 465-3800

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2150 VALDEZ ST., 14TH FLOOR
OAKLAND, CALIF. 94612
TEL. (415) 465-3800

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILD OAK

THIS DECLARATION is made on January 6, 1978, by VIMARK, INC., a California corporation, hereinafter referred to as "Declarant".

ARTICLE I

PREAMBLE

1.01 THIS DECLARATION is made and with reference to the facts set forth in this Article.

1.02 Declarant is the owner in fee simple of that certain real property situated in the County of Sonoma, State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

1.03 It is the desire and intention of Declarant to subdivide and develop all of the real property referred to in paragraph 1.02 above, as a planned unit development and to provide for the preservation of the values and amenities in the development of said land, and to create and maintain thereon common community and recreational facilities. To this objective, Declarant desires and intends to impose on said real property mutual beneficial restrictions, easements, assessments and liens under a general plan of improvement for the benefit of all of the subject lots and of the subject common area and the future owners of said lots and common area.

LAW OFFICES
MILLER, STARR
& REGALIA
ORDWAY BUILDING
KAISER CENTER
2150 VALDEZ ST., 16TH FLOOR
OAKLAND, CALIF. 94612
TEL. (415) 465-3800

S73239

ARTICLE II

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for all purposes of this Declaration, have the meanings herein specified.

2.01 Architectural Committee: The term "Architectural Committee" shall mean the committee created pursuant to Article IX.

2.02 Architectural Committee Rules: The term "Architectural Committee Rules" shall mean rules adopted by the Architectural Committee pursuant to Section 9.05.

2.03 Articles: The term "Articles" shall mean the Articles of Incorporation of the Wild Oak Homeowners' Association which are or shall be filed in the Office of the Secretary of State of the State of California.

2.04 Association: The term "Association" shall mean the Wild Oak Homeowners' Association, the non-profit membership corporation described in Article VI, including its successors and assigns.

2.05 Beneficiary: The term "Beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a deed of trust.

2.06 Building Envelope: The term "Building Envelope" shall mean and refer to that certain area of a Lot, designated on the Subdivision Map, in which the construction of improvements is permitted in accordance with the provisions of this Declaration.

2.07 Board: The term "Board" shall mean the Board of Directors of the Wild Oak Homeowners' Association.

2.08 By-Laws: The term "By-Laws" shall mean the By-Laws of the Wild Oak Homeowners Association, which are or shall be adopted by the Board.

S73234

LAW OFFICES
MILLER, STARR
& REGALIA
ONEWAY BUILDING
KAISER CENTER
3150 VALDEZ ST., 14TH FLOOR
OAKLAND, CALIF. 94612
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2.09 Committee: The term "Committee" shall mean the Architectural Committee.

2.10 Common Area: The term "Common Area" shall mean those portions of the project not included within a residential lot. Said Common Area shall be owned by the Association for the use and enjoyment of the owners and shall be conveyed to the Association. Those parcels of the subject property designated on the Subdivision Map as Lots 43, 44, 45, 46 and 47 and all private roads shall be deemed Common Area and shall be conveyed to the Association or a Trustee for the benefit of the Association prior to or at the time of the conveyance of the first lot shown on the Subdivision Map to an owner. Common Area shall include all facilities and improvements located within the property designated as Common Area, including driveways, walkways, paths, stairs, parking areas, sewers, open spaces, planted and landscaped areas, swimming pools, recreation buildings and electrical, water, gas and telephone utility facilities and all other improvements which may be located in the Lots designated as Common Area.

2.11 Declaration: The term "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Wild Oak, and as said Declaration may from time to time be amended.

2.12 Declarant: The term "Declarant" shall mean VIMARK, INC., a California corporation, its successors and assigns, if such successors and assigns shall acquire more than one (1) lot for the purchase or resale of another.

2.13 Detached Single Family Dwelling: The term "Detached Single Family Dwelling" shall mean a single family dwelling situated on a lot without any wall adjoining it to any other dwelling unit.

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2.14 Dwelling Unit: The term "Dwelling Unit" shall mean a structure situated upon a lot designed or arranged for use and occupancy as a residence by a single family.

2.15 Family: The term "Family" shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

2.16 Improvements: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

2.17 Lot: The term "Lot" shall mean the subdivided residential lots designated as Lots 1 through 42, inclusive, in the above described Subdivision Map.

2.18 Manager: The term "Manager" shall mean the person or corporation appointed as such pursuant to paragraph (c) of Section 6.08.

2.19 Member: The term "Member" shall mean a person who is a member of the Association pursuant to Section 6.02.

2.20 Operating Fund: The term "Operating Fund" shall mean the fund created for the receipts and disbursements of the Association, pursuant to Section 7.01.

2.21 Owner: The term "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot or dwelling unit situated upon the subject property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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2.22 Public Purchaser: The term "Public Purchaser" shall mean a purchaser who is unrelated to Declarant or any corporation, partnership, joint venture or other business entity in which Declarant has an ownership interest or over which (in this use including persons) Declarant exercises contractual or other control relating to the improvement, development or sale of real property within Wild Oak.

2.23 Residence: The term "Residence" shall mean a building or buildings, including any garage, carport or similar outbuilding, used for residential purposes.

2.24 Wild Oak: The term "Wild Oak" shall mean all of the real property described in the above Subdivision Map.

2.25 Wild Oak Restrictions: The term "Wild Oak Restrictions" shall mean the within Declaration and any other similar declaration which shall heretofore or hereafter be recorded and which refer to all or any part of the real property described in the Subdivision Map.

2.26 Wild Oak Rules: The term "Wild Oak Rules" shall mean the rules adopted by the Board of the Homeowners' Association, as they may from time to time be in effect pursuant to the provisions of Section 6.09.

2.27 Single Family Residential Use: The term "Single Family Residential Use" shall mean occupation and use of a single family dwelling in conformity with the Wild Oak Restrictions and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

2.28 Subdivision Map: The term "Subdivision Map" shall mean that certain Subdivision Map more fully described as "WILD OAK UNIT NO. 1".

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County of Sonoma, California, recorded in the Official Records of Sonoma County, California, on the 9th day of Jan, ~~1976~~, 1978 in Book 261 of Maps, at Pages 23 through 26

2.29 Subject Property: The term "Subject Property" shall include all of the real property referred to in Section 3.01.

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ARTICLE III

PROPERTY SUBJECT TO RESTRICTIONS

3.01 Wild Oak: All of that certain real property located in the County of Sonoma, State of California, described on the Subdivision Map shall be subject to this Declaration and shall constitute Wild Oak. Declarant hereby declares that all of said real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Wild Oak Restrictions all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the Wild Oak Restrictions shall run with said real property and shall be binding upon and inure to the benefit of the Declarant, the Association, each Owner of a Lot in Wild Oak and each successor in interest of such Owner. Each and all of the covenants, conditions, restrictions, limitations, easements, uses and obligations contained herein shall be deemed to be and shall be construed as equitable servitudes enforceable by any of the owners of any Lot against other owners, tenants, or occupants of the subject property, or any portion thereof.

3.02 Wild Oak: Annexation of Subsequent Developments: Declarant may, pursuant to the following provisions of this section, from time to time and in Declarant's sole discretion, annex to Wild Oak all or any part of the real property described on Exhibit "B" at one time or in successive increments without the consent of lot owners.

(a) The annexation of such property shall become effective upon the last to occur of the following events:

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(1) When Declarant shall have recorded a declaration which may consist of more than one document and which shall, among other things (aa) describe the real property which is to be annexed to Wild Oak, (bb) set forth and refer to such additional or other limitations, restrictions, covenants and conditions, applicable to such property, as provided in paragraph (d) below, and (cc) declare that such property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to Wild Oak Restrictions, and

(2) When Declarant shall have recorded a subdivision map with respect to the real property described in said Declaration.

(b) Any provisions herein to the contrary notwithstanding, such annexation shall be made within three (3) years from the date of the last final subdivision public report for any unit or increment of the subdivision. Thereafter, no annexation shall be made without the consent of not less than two-thirds (2/3) of each class of membership of the Homeowners' Association.

(c) Upon such annexation becoming effective, the property covered by such annexation shall become and constitute a part of the Wild Oak Subdivision, and the Homeowners' Association shall have and shall accept and exercise jurisdiction over such property, and the common area of such annexed property, as a part of the functions of the Homeowners' Association. Upon such annexation becoming effective, all of the property so annexed shall become subject to the recorded restrictions describing such property and the Articles and By-Laws of the Homeowners' Association, and with the same force and effect as if the annexed property were originally a part of the property described herein.

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(d) Any provisions herein to the contrary notwithstanding, the declaration referred to in paragraph (a) above may, with respect to all or any part of the property described in said declaration, provide for such additional or different limitations, restrictions, easements, charges and covenants (as compared to those then in effect for Wild Oak) as Declarant may deem appropriate to reflect the different character, if any, of such added property and as are not inconsistent with the scheme of this Declaration; PROVIDED, HOWEVER, that all such property annexed shall in every case be subject to all of the provisions of these Restrictions, save and except for those expressly amended, modified or waived by the declaration referred to in paragraph (a)(1) above. In no event, however, shall such supplementary declaration revoke, modify or add to the limitations, restrictions and covenants established by this Declaration nor shall it discriminate between owners and tenants, or between some owners of such property and other owners of any other property within Wild Oak, except as otherwise provided herein. No such amendment, addition, change or deletion shall alter or change the general common plan or scheme created by this Declaration, nor affect the provisions hereof or thereof as covenants running with the land or equitable servitudes, it being the express desire and intention of Declarant to establish a cohesive plan of such covenants and servitudes to be uniformly applicable to all portions of the subject property and the property described in Exhibit "B". All of the covenants, conditions and restrictions that may be recorded describing any portion of the property described above or in Exhibit "B" shall be known collectively as the "Wild Oak Restrictions".

3.03 Land Classifications: All land within Wild Oak is divided into the following classifications:

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(a) Single Family Areas; and

(b) Common Areas.

When property is annexed to Wild Oak the use classifications thereof shall be established by the annexation declaration covering said property and it is specifically contemplated that such classification may include Common Areas.

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ARTICLE IV

PROPERTY RIGHTS: SINGLE FAMILY RESIDENTIAL AREA

4.01 Single Family Residential Area: Permitted Uses and Limitations: Single Family Residential Area shall consist of lots and other areas restricted to Single Family Residences. Lots within such areas shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions.

(a) Single Family Use: Each lot within Single Family Residential Area except a lot set aside as Common Area shall be improved and used exclusively for single family residential purposes. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any lot or in any building. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the Owner thereof subject to all of the provisions of these Restrictions.

(b) Rental of Lots: An Owner shall be entitled to rent the single family dwelling situated on his lot to a single family, provided that the term of said rental shall not be for a term less than sixty (60) days nor more than two (2) years. Any [illegible]ters of lots shall be subject to these Restrictions as well as any rules adopted by the Association.

(c) Animals: No animals or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot within the Single Family Residential Areas and then only if they are kept, bred or raised thereon solely as household pets for private use and not for commercial purposes. More specifically, no horses shall be maintained on any Lot within the Single Family Residential Areas, it being understood and agreed that there are available upon reservation horse boarding facilities

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adjacent to the Wild Oak subdivision. No animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No animals shall be permitted outside of the Lot of the owner of said animal unless said animal is under the control of a responsible person by means of a leash or other reasonable restraint.

(d) Structures for Animals: No structure for the care, housing or confinement of any house or yard pet shall be maintained so as to be visible from neighboring property.

(e) Antennas: No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except such antennas as are initially installed during the construction of a building or as are thereafter approved by the Architectural Control Committee.

(f) Utility Service: No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, 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 approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

(g) Improvements, Alterations and Repairs; Minimum Square Footage: No improvement, repair, excavation or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by Declarant to an

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Owner shall be made or done without the prior approval of the Architectural Committee given pursuant to the terms of Article IX hereof, except as specifically authorized herein. No single family residential structure shall be constructed on any Lot in the Wild Oak subdivision which does not contain at least One Thousand Five Hundred (1,500) square feet (exclusive of garage areas) unless a lesser square footage is approved, in writing, by the Architectural Committee.

(h) Temporary Occupancy: No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction or improvement of a dwelling shall be expressly approved by the Architectural Committee and shall be removed immediately after the completion of construction.

(i) Trailers, Boats and Motor Vehicles: No mobile home, trailer of any kind, permanent tent, or similar structure, and no truck larger than a 3/4 ton pickup truck, truck camper (whether affixed to a truck or not), recreational motor home, or boat, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street within the project in such a manner as will be visible from neighboring property or adjacent streets; PROVIDED, HOWEVER, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the Architectural Committee. No commercial vehicles of any nature shall be parked or stored on any lot or on the streets of the project, except for a commercial vehicle providing services to the Owners

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of Lots or the Association, and in that event only for the duration necessary to provide such services. No motorcycles shall be allowed to operate within the property subject to this Declaration and no motor vehicles of any kind shall operate on the equestrian trails within the Common Area therein.

(j) Maintenance of Lawns, Plantings and Landscaping:

(1) Detached Single Family Dwellings: Each Owner of a Detached Single Family Dwelling Lot shall keep all shrubs and trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. Said Owner and the successors in interest to said Owner shall maintain all trees placed on the Lot by Declarant and shall replace said tree or trees should they become diseased or dead.

(2) Removal of Plantings: No Owner shall remove, alter, injure or interfere in any way with any tree or shrub placed in any area by Declarant or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any Lot at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such trees or shrubs and shall not be liable for trespass or other damages for so doing. No sidewalks or carriage walks shall be built or constructed adjacent to the street in the front of any Lot. Said restriction shall apply to any street frontage of a Lot situated at a street corner.

(k) Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom, so as to render any Lot or portion thereof unsanitary, unsightly,

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offensive, or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot.

(l) Trash Containers and Collection: All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

(m) Clothes Drying Facilities: No outside clotheslines or other outside clothes drying or airing facilities shall be maintained on any Lot, unless the Architectural Committee finds such facilities to be adequately concealed so as not to be seen from any adjacent property.

(n) Fences: No fences, hedges, or walls shall be erected or maintained on any Lot other than as are initially installed by Declarant, unless first approved by the Architectural Committee.

(o) Barbecues: There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purpose.

(p) Mailboxes: There shall be no exterior newspaper tubes or freestanding mailboxes, except as may have been initially installed by Declarant or thereafter approved by the Architectural Committee.

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(q) Basketball Standards: No basketball standards or fixed sports apparatus shall be attached to any dwelling unit or garage or be erected on any lot, unless approved by the Architectural Committee.

(r) Garages: Each Owner shall keep his garage areas in a neat orderly condition with all storage areas completely enclosed. Garages shall be used only for the parking of motor vehicles, storage and workshop purposes all pursuant to such rules as the Association may from time to time adopt.

(s) Mineral Exploration: No property within Single Family Residential Area shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

(t) Machinery and Equipment: No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within Single Family Residential Area except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a private residence or appurtenant structures in Wild Oak.

(u) Diseases and Insects: No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

(v) Restriction on Further Subdivision: No Lot shall be further subdivided nor shall any less than all of any such Lot be conveyed by an Owner thereof. No easement or other interest in a Lot shall be given without the prior written approval of the Architectural Committee.

(w) Signs: No signs whatsoever (including but without limitation, commercial, political and similar signs) which are

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visible from neighboring property shall be erected or maintained on any Lot within the Single Family Residential Area except:

(1) Such signs as may be required by legal proceedings;

(2) Residential identification signs, subject to the approval of the Architectural Committee as to suitability;

(3) During the time of construction of any residence or other improvement by Declarant, job identification signs; and

(4) Not more than one "for sale" or "for rent" sign having a maximum face area of three square feet, pursuant to the Rules of the Association.

(x) Right of Entry: After reasonable notice and during reasonable hours Declarant or any member of the Architectural Committee or any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any building site, lot or parcel and the improvements thereon for the purpose of ascertaining whether or not the provisions of these Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

4.02 Single Family Residential Area; Construction and Alteration of Improvements: No construction or alteration of improvements, inside or outside the structure, or landscaping may be undertaken on a Lot without prior approval of the Architectural Committee pursuant to Article IX of this Declaration. No such construction shall be accomplished except within the Building Envelope as such are set forth in the subdivision map.

4.03 Single Family Residential Area: Maintenance, Repair and Reconstruction: No building or structure on any Lot shall be permitted to fall into disrepair. Each such building and structure shall at all times be kept in good condition and repair and be

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adequately painted or otherwise finished. Prior written consent of the Architectural Committee shall be obtained before any painting or refinishing of a dwelling unit or exterior appurtenance thereto. No Owner shall do any act or work that will impair the structural soundness of any building or the safety of the property. If any improvements on a Lot are damaged or destroyed by fire or any other insured calamity, and the Owner does not commence rebuilding or repair within a reasonable time, the Association may bring suit for an injunction to compel the Owner to perform said rebuilding or repair. Such a reasonable time shall be presumed to be no more than one year. In the event that the insurance proceeds are insufficient to complete such rebuilding or repair, the Owner shall pay in advance such additional sums as may be necessary to complete such rebuilding or repair.

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ARTICLE V

PROPERTY RIGHTS: COMMON AREA

5.01 Common Area Ownership: The Common Area shall be conveyed to and owned by the Association and the Association shall accept the conveyance of the Common Area transferred to it pursuant to this Section. Declarant shall transfer and convey to the Association and the Association shall accept Declarant's freehold estate in all of the real property on the Subdivision Map designated as Common Area Lots 43 thru 47 inclusive and all private roads. Said real property shall be transferred to the Association prior to or concurrently with the transfer of title to the first Lot shown on the Subdivision Map to a Public Purchaser. Such real property shall be transferred by Declarant to Association free and clear of all liens, restrictions and encumbrances, except the following:

A. The Wild Oak Restrictions;

B. The lien of real property taxes and assessments not delinquent;

C. Such easements and rights of way on, over or under all or any part thereof as may be reserved to the Declarant or granted to any Owner for the use thereof in accordance with these restrictions;

D. Such easements and rights of way on, over of all or any part thereof as may be reserved to Declarant or granted to or for the benefit of the United States of America, the State of California, the County of Sonoma, or any other political subdivision or public organization, or any public utility entity, for the purpose of constructing, erecting, operating and maintaining thereon, therein or thereunder at that time or at any time in the future, (1) roads, streets, walks, driveways, parkways and park areas; (2) poles, wires and conduits for transmission of

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electricity to the Project and for the necessary attachments in connection therewith, and (3) public and private sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith;

E. Any easements and rights of way on, over or under all or any part thereof as may be reserved to Declarant or granted to any Owner for access, ingress and egress to and from any Lot and the Common Area;

F. The obligation imposed, directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of California, County of Sonoma, or any other political subdivision or public organization having jurisdiction over such property or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation;

G. Any other lien, encumbrance or defect of title of any kind whatsoever (other than of the type which would at any time or from time to time create a lien upon such property to secure an obligation to pay money) which would not materially and actually prejudice Owners in their use and enjoyment of their Lots and of the Common Area.

5.02 Common Area: Permitted Uses, Construction and Alteration of Improvements; Owner's Easements: The Common Area shall be held, maintained and used to meet the common interests of the members of the Association, their tenants and guests as provided by this Declaration.

(a) Limitation on Construction: No person other than the Association or its duly authorized agents, shall construct, reconstruct, refinish, alter or maintain any improvement upon,

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or shall make or create any excavation or fill upon, or shall destroy or remove any tree, shrub or other vegetation upon any Common Area.

(b) Maintenance by Association: The Association may at any time, and from time to time, as to any Common Area conveyed, leased or transferred to it or under its jurisdiction:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with the original design, finish or standard of construction of such improvement when such Common Area was conveyed by Declarant to the Association and which was approved by the governmental entity having jurisdiction; and

(2) Construct, reconstruct, replace or refinish any road improvement or surface upon any portion or such area used as a private road, street, walk, or parking area; and

(3) Replace injured or diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and

(4) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

(c) Damage or Destruction of Common Area: In the event of any damage or destruction to the Common Area or any of the improvements or facilities located thereon, the Association shall immediately undertake to repair and reconstruct any such damage or destruction substantially in accordance with the original design or standard of construction of the damaged or destroyed Common Area, improvement or facility. The Association shall utilize all available insurance proceeds to accomplish such repair or reconstruc-

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tion. In the event said proceeds are insufficient to cover all of the costs for such repair or reconstruction, the Board shall levy a special assessment equally against all Owners to cover the insufficiency between the insurance proceeds and the costs. Said special assessment and any other special assessment imposed pursuant to this section shall be due and payable by all Owners in such installments and during such period as the Board shall designate. Any such special assessment shall be a charge and a continuing lien upon each Lot owned by an Owner against whom said assessment is made, which lien shall be enforced pursuant to Section 7.06, hereof. Provided, however, that in the event that the cost of any such repair or reconstruction exceeds the amount of the available insurance proceeds by more than SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), then the Board shall pay the insurance proceeds to a savings and loan association, bank or trust company as may be approved by the Board, which proceeds shall be held for the benefit of the Owners and their mortgagees, as their respective interests may appear, and pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board. The Board shall then, utilizing such engineering and design consultants as they deem necessary, prepare a report evaluating the extent of reconstruction or repair of such damage or destruction which is reasonably possible solely utilizing an aggregate sum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) obtained by special assessment and the total available insurance proceeds. As soon as possible, but no later than sixty (60) days after the occurence of the damage or destruction, the Board shall present the report to the Lot Owners and notify all mortgagees of the findings of said report and call a special meeting of the Owners. At such special meeting the Owners shall determine by

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a majority vote whether to solely utilize the available insurance proceeds and minimum special assessment funds to reconstruct the damage or destruction in accordance to the recommendations of the report of the Board or whether to impose an additional special assessment in an aggregate total amount greater than SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) to reconstruct the destroyed or damaged facilities beyond the recommendations of the report of the Board. Said determination to impose an additional special assessment shall be decided by a vote of at least sixty percent (60%) of each class of membership of the Owners. Any such additional special assessment shall be a lien on the Lot against which said assessment is levied and enforced pursuant to the terms of Section 7.06.

5.03 Granting and Reservation of Easements; Necessity for Full Development and Utilization of Subdivision: It is necessary for the full utilization and enjoyment of the subdivision that certain easements be granted and reserved by this Declaration. Since the subdivision will be developed in phases, it is necessary hereto to grant and reserve certain easements across the area to be annexed to the project and included in the future within the provisions of this Declaration. For these reasons, the easements set forth in this Article V are hereby created and reserved.

A. Owners' Easements of Enjoyment in Common Area:

(1) Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The Board shall have the right to suspend the voting rights and right to use the recreational facilities by an Owner and his tenants and guests for any period during which any

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assessment against his Lot remains unpaid. After prior notice of at least ten (10) days and a hearing before the Board of Directors, the Board may suspend the voting rights and the right to the use of the recreational facilities by an Owner and his tenants and guests for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

b. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, or any assessment, maintenance or other special district, for such purposes and subject to such conditions as may be agreed by the Owners. Except for property offered for dedication prior to the conveyance thereof to the Association, no such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of each class of Owners entitled to vote agreeing to such dedication or transfer has been recorded;

c. There shall be no obstruction of any part of the Common Area and nothing shall be stored, kept or parked in the Common Area without the prior written consent of the Board. Each Owner shall avoid any damage to the Common Area and shall be responsible to repair or replace any damage or injury to the Common Area, and the facilities of either, caused by him, his tenants or guests.

d. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any of the Common Area, or the facilities of either, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on the Common Area or the facilities of either, or which would

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be in violation of any governmental statute, ordinance, rules or regulations. No waste shall be committed in the Common Area.

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

(3) There is hereby reserved to Declarant and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration, or in the By-Laws, the Articles, the Association Rules, or the Architectural Committee Rules.

(4) Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots and the Common Area, as the case may be, superior to all other encumbrances

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applied against or in favor of any portion of the properties which is the subject of this Declaration. In futherance of the easements provided for in this Declaration the individual grant deeds to Lots may, but shall not be required to, set forth said easements.

(5) Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the Subject Property.

5.04 Easements Reserved for Future Phases of the Subdivision: There shall be reserved in each phase of the subdivision for the use of the future owners of Lots in phases of the subdivision to be developed at a later date in accordance with the terms of this Declaration, easements of ingress and egress across the Common Areas.

5.05 Easements Reserved For Lot Owners Across Future Common Areas: There shall be reserved and granted to owners of Lots in the initial phases of this project, an easement for ingress and egress across the Common Area of future phases of the project which will be developed at a later date.

5.06 Easements for Construction of Future Phases and the Right to Grant Easements to Future Purchasers: There is hereby reserved an easement for the entry upon the Common Area for the purpose of allowing construction of future phases of the development. There is also reserved the right of the Declarant to grant easements across the Common Area to future purchasers of Lots in future phases of the development.

5.07 Delegation of Right to Use: Any Owner may delegate his rights of enjoyment in the Common Area and the recreation facilities and in the privileges of the Association to the members of

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his family who reside upon the subject property, to contract purchasers from such Owner, to any of his tenants who reside thereon under a leasehold interest, and to his guest, subject, however, to the provisions of these restrictions and to the Articles, By-Laws, Rules and Regulations of the Association. The rights and privileges of such persons are subject to suspension for the same reasons and in the same manner as this Declaration provides regarding the suspension of the rights and privileges of Owners in the Project. Each Owner shall notify the Secretary of the Association in writing of the name of such authorized person and of the relationship of such person to Owner.

5.08 Restriction of Severability of Common Area: The interest of each Lot Owner of the use and benefit of the Common Area owned by the Association shall be appurtenant to the Lot owned by said Owner and shall not be sold, conveyed or otherwise transferred by said Lot Owner separately from the ownership interest in said Lot. Any sale, transfer or conveyance of such Lot shall operate to transfer the appurtenant right to use said Common Area without the requirement of express reference thereto, and the transferee shall thereupon be permitted the use and benefit of said Common Area and the facilities located thereon. There shall be no judicial partition of the Common Area or any part thereof, and each Owner, whether by deed, gift, devise, or operation of law for their own benefit and for the benefit of all other Owners specifically waives and abandons all rights, interests and causes of action for a judicial partition of any ownership interest in the Common Area of the Project and does further covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment.

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ARTICLE VI

WILD OAK HOMEOWNERS' ASSOCIATION

6.01 Organization and Membership:

(a) The Homeowners' Association: The Wild Oak Homeowner's Association, herein called the "Association" is a non-profit membership corporation charged with the duties and invested with the powers set forth herein. It was created by the Articles, and its affairs shall be governed by the Articles and By-Laws and these Restrictions.

(b) Successor Associations: In the event that the Association as a corporate entity is dissolved, a non-profit unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of the Association hereunder. The affairs of said unincorporated association shall be governed by the laws of the State of California and, to the extent not inconsistent therewith, by the Articles and By-Laws of the Association as if they were created for the purpose of governing the affairs of an unincorporated association.

6.02 Membership:

(a) Classes of Members: The Association shall have two (2) classes of members: Class A Members and Class B Members.

(1) Class A Members: Each Owner, with the exception of Declarant, by virtue of being an Owner and for so long as he is an Owner, shall be a member of the Association, or, in the event of its dissolution, a member of the unincorporated association succeeding to the Association, as provided for in paragraph (b) of Section 6.01. The membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Upon termination of Lot ownership, the membership shall also terminate. Ownership of a Lot

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shall be the sole qualification for Association membership. The membership of an Owner shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer is void. Declarant shall become a Class A member upon the occurrence of the events specified in Section 6.03(a)(2).

(2) Class B Members: The Class B memberships shall be held by the Declarant. The Declarant shall hold one Class B membership for each Lot in the Project to which the Declarant has title, until the occurrence of the events specified in Section 6.03(a)(2).

(b) Member's Rights and Duties: The rights, duties, privileges and obligations of all members of the Association, or the succeeding unincorporated association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of these restrictions and the Articles, By-Laws and Rules of the Association.

(c) Rights upon Dissolution: In the event of the dissolution of the Association and the formation of an unincorporated association, as provided for in paragraph (b) of Section 6.01, each Member of the unincorporated association shall have an underlying beneficial interest in all of the property of the Association transferred to or for the account or benefit of said unincorporated association, such interest being in direct proportion to the number of Lots owned by such member; PROVIDED, HOWEVER, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

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6.03 Voting:

(a) Members Entitled to Vote: Only Members of the Association shall be entitled to vote. The voting privileges of each Class of members shall be as provided herein.

(1) Class A Members: Class A Members shall have one (1) vote for each lot. When more than one person owns a single Lot, all Owners shall be members of the Association. However, the vote for each Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner (or Owners) casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of any other Owners of said Lot. Every Owner entitled to vote at any election of the members of the Board may cumulate his votes and give one candidate or divide among the candidates a number of votes equal to the number of Directors to be elected multiplied by the number of Lots owned by the Owner. The right to vote may not be severed or separated from the Lot ownership to which it is appurtenant, and any sale, transfer, or conveyance of such Lot to a new Owner or Owners shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

A Class A Member who has sold his property to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. However, the contract seller shall remain liable for the charges and assessments until title to the property sold shall be transferred.

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(2) Class B Member: The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) On the fourth anniversary of the original issuance of the subdivision public report for the first phase of the project; or

(iii) On December 31, 1982.

(b) Voting Procedures: Any vote may be cast in person or by proxy. All proxies shall be in writing, dated, signed by the Owners and filed with the Board before the commencement of any meeting. No proxy shall extend beyond a period of eleven (11) months after filing of such proxy with the Board. Every proxy shall automatically cease upon the sale of the Lot by the Owner or the death or judicially declared incompetence of an Owner. When voting for the election or removal of directors, each Owner may cumulate his votes as provided in the By-Laws and the California Corporations Code. In any election in which the Owners other than Declarant do not have a sufficient percentage of voting power of the Association to elect at least one Director to the Board through accumulating all of their votes, the Association shall adopt special procedures to assure that at least one Director is elected solely by the votes of Owners excluding the votes of Declarant.

6.04 Assessments and Dues: Any assessments levied by the Association on its Members shall be levied in accordance with and pursuant to the provisions of Article VII of these restrictions,

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and shall be enforced pursuant to the provisions of Section 7.06 of said Restrictions.

6.05 Initial Board of Directors: The initial Board of Directors of the Association consisting of five (5) directors shall be appointed by Declarant. Such Board shall hold office until six (6) months after the sale of the first Lot in the Project, or until fifty-one percent (51%) of the Lots in the Project have been sold, whichever occurs first, at which time a special meeting of the Members shall be held for the purpose of electing a new Board. At said special meeting a Board of five (5) directors shall be elected to serve until the first regular annual meeting of the Association Members, or until their successors are elected. At said special meeting, if Class A members do not have sufficient votes to elect a Director to the Board, special procedures shall be adopted to assure one such Director is elected by Class A members' votes exclusive of any of the votes of Declarant.

6.06 Board of Directors: At each annual meeting subsequent to the special meeting referenced in Section 6.05, the membership shall elect five (5) members as the Board of Directors for the forthcoming year. The terms of said Directors shall be concurrent. If at any election of the Board, the Class A members of the Association, as herein defined, do not have a sufficient percentage of the voting power of the Association to elect at least one Board member through the cumulating of all of their votes, then one (1) Board member shall be elected solely by the votes of said Class A members. The Board shall be responsible to undertake all duties and responsibilities of the Association, and the management and conduct of the affairs thereof except as expressly reserved herein to the vote of the membership.

6.07 Duties of the Association: The Association shall have the obligations and duties, subject to and in accordance with this

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Declaration of Restrictions, to do and perform the following acts for the benefit of its Members and for the maintenance and improvement of the subject property:

(a) Members: The Association shall accept all Lot Owners members;

(b) Annual Membership Meetings: The Association shall hold an annual meeting of the members within 90 days after the end of each calendar year as provided by and in accordance to the By-Laws of the Association.

(c) Common Area Maintenance: The Association shall maintain, or provide for the maintenance of all Common Areas and the easements described in Section 4.04(c), and all improvements of whatever kind and for whatever purpose, located thereon. In reference thereto, with the consent of two-thirds (2/3) of the members of each class entitled to vote, the Association may construct capital improvements in the Common Areas and assess the Owners for the costs thereof as provided in Article VII hereof.

(d) Operation of Common Areas: The Association shall operate and maintain, or provide for the operation and maintenance of Common Areas as such property is conveyed or otherwise transferred to it, and shall keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

(e) Title to Property Upon Dissolution: Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all real property vested in it to an independent institutional corporate trustee, to hold such real property in trust for the benefit of the unincorporated association formed pursuant to paragraph (b) of Section 6.01 and for the benefit of the Owners pursuant to the terms hereof and the Articles and By-Laws of the Association.

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(f) Payment of Taxes: The Association shall have the authority to pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to it, to the extent not separately assessed to the Owners. Such taxes and assessments may be contested or compromised by the Association; PROVIDED, HOWEVER, that any such taxes are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(g) Insurance: The Association shall have the authority and duty to obtain and maintain in force the following policies of insurance:

(1) Fire and Property Damage Insurance: Fire and Property Damage and extended coverage insurance on the Common Area and all buildings, improvements and fixtures in the Common Area for the full insurable replacement cost thereof, and such other hazard insurance as the Association may deem desirable. The Association shall also insure any property whether real or persoual, owned by the Association, against loss or damage by fire and such other hazards as the Board may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Any blanket policy of fire and extended coverage insurance covering the Dwelling Units shall name the respective owners of such Dwelling Units and the Association as separately protected insureds, and the proceeds thereof shall be payable to the Association and said Lot Owner for the purposes set forth herein. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.

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(2) Public Liability Insurance: The Association shall have the power to and shall obtain comprehensive public liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000) for one occurrence, FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injuries to one person and ONE HUNDRED THOUSAND DOLLARS ($100,000) for property damage insuring against liability for bodily injury and property damage arising from the activities of the Association or with respect to the Common Area or other property under its jurisdiction. The policy limits set forth herein may be increased by the Board of Directors when it deems it advisable and prudent for the best interests of the Association and its members. The liability insurance referred to herein shall name as separately protected insureds, Declarant, the Association, the Board, the Architectural Committee, and their representatives, members and employees, and the members of the Association (as a class), with respect to any liability arising out of the maintenance and use of any Common Areas or under the jurisdiction of the Association. Such policy or policies shall protect each of the insureds as if each were separately insured under separate policies; PROVIDED, HOWEVER, that such policy or policies shall not require the insurers to pay any amount in excess of the maximum limits stated therein.

(3) Fidelity Bonds: The Association shall have the duty to obtain faithful performance and fidelity bonds to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of the funds or other property of the Association.

(4) Other Insurance: The Association shall have the duty to obtain other insurance including workmen's compensation insurance, errors and omissions insurance, indemnity and other bonds, as its Board shall deem necessary or expedient to carry

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out its functions as set forth in this Declaration, the Articles and By-Laws.

(5) Premiums: Premiums for all of the foregoing insurance carried by the Association, shall be a common expense and shall be included in the assessments or charges made by the Association.

The Board shall review the limits of all insurance policies of the Association at least once a year, and increase said limits as the Board deems necessary or appropriate.

(h) Rule Making: The Association shall have the duty to make, establish, promulgate, amend and repeal the Wild Oak Rules as provided in Section 6.09.

(i) Architectural Committee: Subject to the provisions of Subparagraph (f) of Section 9.01, the Association shall have the duty to appoint and remove members of the Architectural Committee and to insure that all reasonable times there is available a duly constituted and appointed Architectural Committee.

(j) Enforcement of Restrictions and Rules: The Association shall have the duty to take such other action, whether or not expressly authorized by these Restrictions, including the hiring of legal counsel and undertaking legal action, as may be reasonably necessary to enforce the covenants, conditions and restrictions contained herein, the Wild Oak Rules and the Architectural Committee Rules.

(k) Balance Sheets - Operating Statements: The Board shall prepare and distribute copies of balance sheets and operating statements covering the following accounting periods. Said documents shall be distributed to all unit owners within sixty (60) days following the following accounting dates:

(1) A balance sheet as of an accounting date which shall be the last day of the month closest in time to six months

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from the first sale of a lot to a member of the Association and an operating statement for an accounting period from the aforesaid accounting date; and

(2) A balance sheet as of the last day of the calendar year and an operating statement for said year. The operationg statement for the first six months accounting period referred to in (1) above shall include a schedule of assessments received or receivable itemized by unit number and by the name of the person or entity assessed.

(1) Other: The Association shall carry out the duties of the Association as set forth in other sections of this Declaration, the Articles and By-Laws.

6.08 Powers and Authority of the Association: The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of California in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, By-Laws and these Restrictions. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of said Restrictions, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association and the Board shall have the following powers and authority:

(a) Right of Entry and Enforcement: Upon prior notice of at least twenty-four (24) hours, the Board and its agents and representatives shall have the power and right to enter upon any Lot in Single Family Residential Areas, without liability to any

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Owner, for the purpose of enforcing any of the provisions of these restrictions, or for the purpose of maintaining and repairing the improvements located on said Lot as provided in this Declaration, or, if for any reason whatsoever, the Owner thereof fails to maintain and repair any portion of a Lot as required by said Restrictions to be maintained or repaired by said Owner. The Association shall also have the power and authority from time to time in its own name, on its own behalf or on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of said Restrictions. The costs of any such action or suit, including reasonable attorneys' fees shall be paid to the prevailing party.

(b) Easements and Rights of Way: The Association shall have the power to grant and convey to any third party easements, licenses for use and rights of way, in, on, over or under any Common Area conveyed, or otherwise, transferred to the Association or under its jurisdiction, upon the affirmative vote or written consent of seventy-five percent (75%) of each class of its voting Members.

(c) Employment of Manager: The Board shall have the power to employ the services of a manager or other employee, or a professional manager or management company, subject to the direction and control of said Board, to manage and carry out the affairs of the Association, and, to the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Board, to delegate to the manager any of its powers; PROVIDED, HOWEVER, that any contract with such professional manager or management company, and the compensation

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to be paid, for a term greater than one (1) year must be approved by at least fifty-one percent (51%) of the voting members of each class of the Association. In no event shall any management agreement be for a term greater than three (3) years and said agreement shall provide for termination for cause on a maximum of ninety (90) days written notice.

(d) Services: The Board shall have the power to provide for, or engage the services of others for the maintenance, protection and preservation of the Common Area, including grounds keepers, painters, plumbers and other maintenance personnel, as the nature and character of the Common Area may require, and including such necessary personnel as the nature and character of the recreational facilities may require, PROVIDED, HOWEVER, that no contract for such services shall be for a duration of more than one year, except with approval of a majority of the members of each class of the voting members of the Association, and in no event for a term greater than three years. Said contract shall provide for termination for cause on a maximum of ninety (90) days written notice.

(e) Utilities: The Board shall have the power to contract, use and pay for utility services to the Common Area and its facilities.

(f) Other Property: The Board shall have the power to acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise.

(g) Mergers: The Association shall have the power to the extent permitted by law, to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association, provided that any such merger

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or consolidation shall have the approval by affirmative vote or written consent of seventy-five percent (75%) of all members of each class of the voting members of the Association.

(h) Dedication: The Association shall have the power to dedicate any of its property to an appropriate public authority for public use, provided that any such dedication shall have the approval either by affirmative vote or written consent of seventy-five percent (75%) of all of the members of each voting class entitled to vote.

(j) Delegation: The Board may delegate any of its powers to any such committees, officers or employees as it deems necessary and proper.

6.09 Wild Oak Rules:

(a) Rulemaking Power: The Board may, from time to time and subject to the provisions of these restrictions, propose, enact and amend rules and regulations to be known as the "Wild Oak Rules". Any rules which relate to the management, operation and control of the Association and/or the Common Areas, common facilities or interests shall become effective and binding on all Lot Owners only after adoption by Lot Owners representing fifty-one percent (51%) of each class of ownership in the Association at a meeting duly called for that purpose, or by the written consent of the above number of Lot Owners appended to a copy of the proposed rules. Such rules may concern, but need not be limited to, matters pertaining to use of the Common Area including the clubhouse, swimming pool and all other common or recreational facilities; signs; collection and disposal of refuse; minimum standards of maintenance of property; parking, and traffic restrictions; limitations on maintenance of landscaping or other improvements on any property which obstruct the vision of motorists or which create

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a hazard for vehicular or pedestrian traffic, and any other subject or matter within the jurisdiction of the Association as provided in these restrictions. Said Rules may restrict and govern the use of Common Areas by any member, by the family of such member, or by any invitee, licensee or lessee of such member.

(b) Recordation of Rules: A copy of the said Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each member and may be recorded. Upon such recordation said Rules shall have the same force and effect as if they were set forth in and were a part of these restrictions. No Rules may be adopted which materially affect the rights, preferences, or privileges of any Owner as specifically set forth herein.

6.10 Breach of Rules or Restrictions: In the event of a breach of any Rule or of any of the Restrictions contained in this Declaration by a Lot Owner, his family, guests, employees, invitees, licensees, or tenants, the Board, for and on behalf of all other Lot Owners, shall enforce the obligations of each Owner to obey such Rules or restrictions in any manner provided by law or in equity, including but not limited to appropriate hiring of legal counsel, the pursuing of legal action, or suspension of the Owner's right to use the Common facilities of the project or suspension of the Owner's voting rights, PROVIDED, HOWEVER, such suspension may not be for a period in excess of thirty (30) days, after notice and hearing as herein provided, for an infraction of such rules. In addition to the other remedies herein set forth, the Board, by majority vote, may levy a fine against such Owner, after appropriate notice and hearing as herein provided, in an amount not to exceed Fifty Dollars ($50.00) for each such violation and the payment of such fine may be enforced in the same manner as set

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forth in Section 7.08 hereof. Prior to imposing any penalty provided herein for breach of any rules enacted hereunder or restrictions contained in this Declaration, the Board shall send written notice to the Lot Owner specifying the nature of the infraction and provide an opportunity to the Lot Owner to a hearing before the Board regarding such infraction and the penalty to be imposed. In the event that the Board determines that said infraction has occured and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the Board shall be final. In the event legal counsel is retained or legal action is instituted by the Board pursuant to this paragraph, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, and reasonable attorneys' fees.

6.11 Liability of Members of Board: No member of the Board shall be personally liable to any of its Members or to any other person, including Declarant, for any error or omission of the Association, its representatives and employees, or the Architectural Committee, provided that such Board Member has, upon the basis of such information as may be possessed by him, acted in good faith.

6.12 Amendment: The provisions of Sections 6.01, 6.02 and 6.03 shall not be amended without the vote or written consent of a three-fourths (3/4) majority of all of the Owners of each class of the voting membership.

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ARTICLE VII

FUNDS AND ASSESSMENTS

7.01 Operating Fund: The Association shall maintain an operating fund, into which the Board shall deposit all funds paid to the Association as maintenance and operation assessments and special assessments. Said funds shall be held in trust by the Association for the use and benefit of its individual members and shall only be used for and applied to the common specific purposes of the members as herein set forth.

7.02 Maintenance and Operation Assessments:

(a) Regular Assessments: Regular assessments against all of the Lots in the first phase of the Wild Oak subdivision shall commence on the date of closing of the first sale of a lot in that first phase and regular assessments against all of the Lots in subsequent phases shall commence upon the date of closing of the first sale of a Lot in the respective phase. Within thirty (30) days after the close of the first conveyance of a Lot by Declarant to a Public Purchaser, the Board shall estimate the total charges to be paid out of the maintenance fund, including a reasonable reserve for contingencies and replacements, for the remainder of the fiscal year and equally assess said charges to all of the Lot Owners, including the Declarant. Thereafter, within thirty (30) days prior to the beginning of each subsequent fiscal year, the Board, shall estimate the total charges to be paid out of the maintenance fund during such year (including a reasonable reserve for contingencies and replacement and less any expected surplus from the prior year). The Board shall allocate and assess said estimate of total charges to each Lot Owner equally by dividing said estimate by the total number of residential lots in the Wild Oak Project. All funds of the Association shall be budgeted, allocated, assessed and collected for current maintenance and operation of the project, contingencies, deferred maintenance and replacement of capital improvements and shall be designated for

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those specific purposes and said funds shall be used solely for the specific purpose for which said funds have been designated. Prior to the end of each fiscal year, the Lot Owners shall receive an accounting of assessment receipts and disbursements for that calendar year. If such accounting shows that a surplus of cash results in the project's current maintenance and operation account, the Lot Owners shall vote as to whether to refund all or part of such surplus or as to whether such surplus shall be carried over to future assessment periods and applied to reduce future assessments.

(b) Additional Assessments: If at any time during any fiscal year, the maintenance assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy, which amount shall be assessed to the Owners individually in the manner set forth in subparagraph (a) above. Such additional assessment shall not exceed five percent (5%) in the aggregate of the budgeted gross expenses of the Association for the fiscal year without the vote or written assent of a majority of each class of membership.

(c) Limitation on Regular Assessments: The aggregate amount of all regular and additional assessments levied by the Board on behalf of the Association to any particular Lot for any fiscal year shall not, without first complying with the provisions of subparagraph (d) below, exceed the sum of the following:

(1) SIX HUNDRED FIFTY DOLLARS ($650.00); plus

(2) The aggregate amount of all additional maintenance assessments from time to time theretofore approved pursuant to the provisions of subparagraph (d) and which approvals have not by their terms expired.

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(d) Increase in Regular Assessments: From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Regular Assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without approval of a majority of each class of members by vote or written assent. The Association may change the maximum amount of the Regular Assessment prospectively for any period in excess of twenty percent (20%), provided that any such change shall have the assent of a majority of each class of Members entitled to vote, such votes to be cast in person or by proxy, at a meeting duly called for this purpose pursuant to written notice given to all voting members at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting.

(e) Time and Manner of Payment of Assessments: Assessments shall be due and payable by the Owners to the Association during the fiscal year in equal monthly installments, on or before the first day of each month, or in such other manner as the Board shall designate. If not paid within thirty (30) days after its due date, each such charge shall thereafter bear interest at the rate of ten percent (10%) per annum until paid, but the Board may, in its discretion, waive interest in any particular instance. If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and a reasonable attorneys' fees to be fixed by the court and included in any judgment in any such suit or action.

7.03 Reimbursement Assessment: The Board shall levy an assessment against any Owner as a result of whose failure to comply with these restrictions, the Wild Oak Rules or the Architectural Committee Rules, monies were expended by the Association from the operat-

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ing fund in performing its functions under these restrictions. Such assessments shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended and shall be due and payable to the Association when levied.

7.04 Capital Improvement Fund: The Board shall maintain a capital improvement fund, into which it shall deposit all monies paid to it as capital improvement assessments. Said funds shall be deemed to be contributions to the capital account of the Association by the members and so reflected on its books.

The Board shall make disbursements from said Capital Improvement Fund as required in the performance of the functions for which the capital improvement assessments are levied.

7.05 Capital Improvement Assessment:

(a) Upon approval by the requisite percentage of Voting Members of a proposed capital improvement and the estimated total cost thereof pursuant to paragraph (a) of Section 8.01, such estimated total cost shall be assessed to all Members in equal amounts as a capital improvement assessment.

(b) If at any time and from time to time a capital improvement assessment proves or appears likely to prove inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may, without obtaining any further approval from the Owners, levy a further capital improvement assessment in the amount of such actual or estimated inadequacy, but not to exceed five percent (5%) of the original assessment which shall be assessed to all such owners in equal amounts. If such additional assessment shall be in excess of five percent (5%) of the original assessment, the affirmative vote or written consent of two-thirds (2/3) of each class of members shall be required for such further assessment.

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(c) Capital improvement assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate.

7.06 Default in Payment of Assessments:

(a) The assessments levied by the Board on behalf of the Association under this Article VII shall constitute separate assessments. Each assessment levied under this Article VII, together with interest, costs and reasonable attorneys' fees shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, and shall bind his heirs, devisees, personal representatives and assigns. Each assessment levied under this Article VII shall also be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. The Association shall have a separate lien and a separate lien is hereby created upon each Lot against which an assessment is made to secure the payment of any assessments under this Article VII. The priority of all such liens on each Lot shall be in inverse order, so that upon the foreclosure of the lien for any particular month's charge on any Lot, any such sale of such Lot pursuant to such foreclosure will be made subject to all liens securing the respective monthly charges on such Lot for succeeding months. Each such lien for any particular month's charge shall likewise secure interest thereon if the same is not paid when due, and shall likewise secure costs of suit and reasonable attorneys' fees to be fixed by the court in the event any action or suit is brought to collect such charge.

(b) The Board shall execute and acknowledge a certificate stating the indebtedness secured by the lien upon any Lot, and such certificate shall be conclusive upon the Association and the Owners, in favor of all persons who rely thereon in good faith,

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as to the amount of such indebtedness on the date of the certificate. The Board shall furnish a copy of such certificate to any Owner upon request. A reasonable fee, not to exceed FIFTEEN DOLLARS ($15.00) may be charged for the preparation of such statement.

(c) Prior to the transfer of the Common Area to the Association, Declarant shall pay all of the costs of operation and maintenance of the Common Area and facilities that are incurred or expended. After the transfer of the Common Area to the Association, Declarant hereby covenants for each Lot and/or dwelling unit owned by it within the subject property and each purchaser of any Lot and/or dwelling unit by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association each assessment under this Article VII, such assessments to be fixed, established and collected from time to time as herein provided.

(d) Purchasers of any Lot subject to these Restrictions by acceptance of a deed or other conveyance therefor, whether from Declarant or subsequent Owners of Lots, shall become personally obligated and agree to pay such charges that accrue after he received title thereto, plus costs of suit, and reasonable attorneys' fees as above provided and shall thereby vest in the Association the right and power to bring all actions for the collection of such charges, costs of suit and attorneys' fees, and for the enforcement of such liens. Such right and power shall continue in the Association and such obligations shall run with the land, so that the successive Owner or Owners of record of any Lot within the subject property shall in turn become liable to pay all such charges which shall become a lien thereon during the time they are the record owner of such Lot within the subject property.

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After a record Owner transfers of record any Lot owned by him, he shall not be liable for any charges thereafter to accrue against such Lot. He shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer. A contract seller of any Lot shall continue to be liable for all such charges until a conveyance by deed of such property is recorded in the office of the County Recorder of Sonoma County.

(e) The lien of each of the assessments provided for under this Article VII shall be subordinate to the lien of any first mortgage or mortgages or first deeds of trust now or hereafter placed upon the properties subject to assessment; PROVIDED, HOWEVER, 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 in such mortgage or deed of trust. Such foreclosure sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. The Board may agree to subordinate the lien of said assessments to the interests of the Department of Veterans Affairs of the State of California under any Cal-Vet financing contract to the same extent as said liens are made subordinate to liens of mortgages under this provision.

(f) Any assessment not paid within thirty (30) days after the due date shall be deemed to be in default and shall bear interest from the due date at the rate of ten percent (10%) per annum and the Board on behalf of the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No action shall be brought to foreclose the lien securing any assessment under this Article VII less than thirty (30) days following the mailing of a notice

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of assessment due signed by a majority of the Board to the Owner of such Lot and the recording of a copy of such notice in the Office of the Recorder of Sonoma County, State of California. Said notice shall state the amount of the assessment, together with the interest, costs and reasonable attorneys' fees; a description of the Lot against which the same has been assessed and the name or names of the record Owner or Owners thereof. Such notice of assessment may be recorded and an action brought to foreclose the same by the Association, or the Owner of any Lot. Upon the declaration of an assessment and the recording of a notice thereof, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Lot Owner due and payable, which total sum may then be included in any suit, action or proceeding brought to collect said sum, including all costs, charges and attorneys fees.

(g) Each of the Owners does hereby grant and appoint the Association as trustee to enforce and to foreclose such lien by private power of sale as provided in Title 14, Chapter 2, Article I of the Civil Code of the State of California and further grants to the Board on behalf of the Association the authority and power to sell the Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. The Board as trustee for the remaining Owners, or any other Owner, may purchase at said sale. The Board may commence any procedure for collection upon its own decision, and it must so proceed upon the written request therefor signed by any five (5) Owners.

(h) Upon payment of the delinquent assessment or the satisfaction thereof, the Board shall cause to be recorded in the same manner as the notice of assessment a further certificate

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stating the satisfaction and release of the lien thereof. A failure to record said certificate of discharge within thirty (30) days after written demand by the Owner of such Lot shall entitle him to recover a penalty of ONE HUNDRED DOLLARS ($100.00) from the Association, plus his actual damages.

(i) In the event any Owner fails to pay any assessment when due, and upon the decision of the Board of Directors, such Owner may be denied the privilege of using or enjoying any of the Common Area or Recreational facilities until such Owner has paid all delinquent assessments.

7.07 Association Funds: The assessments collected by the Association shall be properly deposited into two separate accounts with a savings and loan association or bank selected by the Board, which accounts shall be clearly designated as the WILD OAK CURRENT MAINTENANCE AND OPERATION ACCOUNT and the WILD OAK DEFERRED CAPITAL MAINTENANCE AND REPLACEMENT ACCOUNT. The assessments collected by the Association shall be held in trust by the Association for and on behalf of each Lot Owner and shall be used solely for the operation, care and maintenance of the project as provided in this declaration. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of the project as specified in the annual budget and the Board shall allocate a portion of said funds as collected as reserves for contingencies, replacement and deferred maintenance of the capital improvements of the project as specified in the annual budget. Said fund shall be deposited, as allocated, into the appropriate accounts and said accounts shall be separately maintained by the Association. Upon sale or transfer of any Lot by any Owner, the Owner's interest in the trust funds shall be deemed automatically transferred to the successor transferee of such owner. In the event that the Board

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retains a professional management service, the Board may delegate the authority to deposit or withdraw funds to responsible representatives of the professional management agent so retained. Said professional management agent may additionally be authorized to establish a common trustee account for deposit of assessments as collected. Any funds deposited in such a common trustee account shall be allocated as previously specified herein.

7.08 Failure to Fix Maintenance Assessments: The ommission by the Board of Directors to fix the maintenance assessments hereunder before the expiration of any year, for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of these restrictions, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

7.09 Property Exempt from Assessments: The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties subject to any easement or other interest dedicated and accepted by the County or other local public authority and devoted to public use;

(b) All Common Area.

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ARTICLE VIII

CAPITAL IMPROVEMENTS

8.01 Petition; Association Approval:

(a) A majority of the Owners may petition the Association for the construction, installation or acquisition of a capital improvement on the Common Area. Such petition shall be in writing and be in such form and shall contain such information as the Board may require, including without limitation, preliminary plans and cost estimates. The Board may, on its own motion, move for the construction, installation or acquisition of a capital improvement, in which case such motion shall be treated as if it were a petition duly submitted by an Owner.

(b) The Board shall approve the petition if it determines that the proposed capital improvement is desirable for the beneficial use and enjoyment of the Common Area by the Lot Owners.

(c) Upon the approval of such petition by the Board, the Board shall obtain firm bids on the total cost of constructing, installing, or acquiring the proposed capital improvement, and the lowest acceptable bid or bids shall be deemed the estimated total cost of such capital improvements.

8.02 Owner Approval: If the estimated total cost of the proposed capital improvement exceeds five percent (5%) of the budgeted gross expenses of the Association for the fiscal year, the Board shall present the proposed capital improvement and the estimated total cost thereof to all Owners. Said improvements shall be deemed approved if fifty-one percent (51%) of each class of Owners votes to approve such capital improvement. Until such time as Declarant or its successors owns five or less lots, said vote shall exclude the vote of seventy-five percent (75%) of the vote of the Declarant or its successor in interest when voting on assessments

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for capital improvements in excess of five percent (5%) of the budgeted gross expenses of the Association for the fiscal year, and for encumbering or disposing of Association property valued in excess of TWO THOUSAND DOLLARS ($2,000.00).

8.03 Construction of Improvements: After the levy of the capital improvement assessment pursuant to Section 7.05, and at such time and upon such terms and conditions as the Association may deem appropriate, but not exceeding the estimated total cost of such capital improvement determined pursuant to subparagraph (c) of Section 8.01 above, the Board shall cause to be constructed, installed, or acquired, or contract for the construction, installation or acquisition of the proposed capital improvement.

8.04 Costs of Petition: If for any reason the construction, installation, or acquisition of the proposed capital improvement is not approved by the Board, or the Owners, all expenses incurred by the Association with respect to the proposed capital improvement shall be paid proportionately by the petitioning Owners and the Board may levy a special assessment against said Owners for the purpose of paying such expenses.

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ARTICLE IX

ARCHITECTURAL COMMITTEE

9.01 Organization: There shall be an Architectural Committee consisting of three (3) persons. There shall also be one alternate member who may be designated by the Committee to act as substitute on the Committee in the event of absence or disability of any member.

9.02 Designation of Members and Terms of Office:

(a) Initial Members: The initial members of the Architectural Committee shall be appointed by Declarant. The Declarant shall designate said members prior to the conveyance of the first lot to a Public Purchaser. Such designation shall be reflected in the Minutes of the Association. Declarant shall designate one member to serve a term of one (1) year; one member to serve a term of (2) years and one member to serve a term of three (3) years from the date of appointment. The alternate member shall serve a term of three (3) years. Each of said members shall serve the length of said terms unless they have resigned or been removed from office. Thereafter, the terms of all Architectural Committee members appointed shall be three years. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed; however, no person shall serve as a member of the Architectural Committee, either regular or alternate, for a period in excess of six (6) years in any ten (10) year period.

(b) Appointment and Removal: Until such time as the Unit Owners other than Declarant own ninety percent (90%) or more of the Lots within Wild Oak, the right to appoint and remove all members and alternate members of the Architectural Committee shall

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be, and is hereby, vested solely in Declarant unless prior to said time Declarant waives its rights hereunder by notice in writing to the Association. When Declarant waives or no longer has the right to appoint and remove the members of the Committee, said right shall be vested solely in the Association and at least two (2) members shall be Lot Owners. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the specification in the Minutes of the Association of each new Committee member or alternate member appointed and each member or alternate replaced or removed from the Architectural Committee.

(c) Resignations: Any member or alternate member of the Architectural Committee may at any time resign from the Committee upon written notice delivered to Declarant or to the Board, whichever then has the right to appoint members.

(d) Vacancies: Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or the Homeowners' Association, whichever then has the power to appoint members.

9.03 Duties: It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Association, and to carry out all other duties imposed upon it by these restrictions.

9.04 Meetings: The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by these Restrictions. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise. The members of the Architectural Committee

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shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any Architectural Committee function.

9.05 Architectural Committee Rules: The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Committee Rules". Said Rules shall interpret and implement the provisions hereof by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in Wild Oak; PROVIDED, HOWEVER, that said Rules shall not be in derogation of the minimum standards required by these Restrictions.

9.06 Application for Approval of Improvements: Any Owner, except the Declarant and its designated agents, proposing to perform any work of any kind whatever which requires the prior approval of the Architectural Committee pursuant to Section 4.02, or any other Section of this Declaration, shall apply to such Committee for approval by notifying the Architectural Committee of the nature of the proposed work with such information as the Committee may require, including but not limited to (1) a plot plan of the Lot showing the location of all existing and proposed improvements; (2) floor plans; (3) elevation drawings; (4) a description of exterior materials and colors and (5) the Owner's proposed construction schedule.

9.07 Basis for Approval of Improvements: The Architectural Control Committee shall grant the requested approval only if,

(1) The Owner shall have strictly complied with the provisions of paragraph 9.06 above; and

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(2) The Architectural Committee shall find that the plans and specifications conform to these Restrictions, and to the Architectural Committee Rules in effect at the time such plans were submitted to such Committee; and

(3) The members of the Architectural Control Committee in their sole discretion determine that the proposed improvements would be compatible with the standards of Wild Oak and the purposes of these Restrictions as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

9.08 Form of Approval: All approvals given under paragraph 9.07 shall be in writing; PROVIDED, HOWEVER, that any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Architectural Committee shall be deemed approved.

9.09 Proceeding with Work: Upon receipt of approval from the Architectural Committee pursuant to paragraph 9.08 above, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this paragraph, any approval given pursuant to paragraph 9.08 above, shall be deemed revoked unless the Architectural Committee, upon written request of the Owner made prior to the expiration of said one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Committee that there

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has been no change in the circumstances upon which the original approval was granted.

9.10 Failure to Complete Work: The Owner shall in any event complete the construction, reconstruction, refinishing, or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If Owner fails to comply with this paragraph, the Architectural Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of paragraph 9.11 below as though the failure to complete the improvement were a noncompliance with approved plans.

9.11 Inspection of Work: Inspection of work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any construction or reconstruction or the alteration or refinishing of the exterior of any improvements, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Committee.

(2) Within sixty (60) days thereafter the Architectural Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) days period,

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specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance.

(3) If upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of the noncompliance is given to the Board by the Architectural Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, the Architectural Committee and, in the discretion of the Board, to any other interested party.

(4) At the hearing, the Owner, the Architectural Committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not

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promptly repaid by the Owner to the Association, the Board shall levy a reimbursement assessment against such Owner pursuant to Section 7.03 hereof.

(5) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

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

(1) Within thirty (30) days after proper application for preliminary approval, the Architectural Committee shall consider and act upon such request. The Architectural Committee shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the Architectural Committee to act within said thirty (30) day period shall constitute an approval. In granting or denying approval, the Architectural Commiteee may give the applicant such directions concerning the form and substance

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of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(2) Any preliminary approval granted by the Architectural Committee shall be effective for a period of ninety (90) days from the date of the issuance thereof. During said period, any application for final approval which consists of proposed improvements in accordance with the provisions of the preliminary approval, and is otherwise acceptable under the terms of these Restrictions shall be approved by the Architectural Committee.

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

9.13 Waiver: The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under these Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

9.14 Estoppel Certificate: Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Committee shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Lot of said Owner) that as of the date thereof either (a) all improvements made and other work done upon or within said Lot comply with these Restrictions, or (b) such improvements or work do not so comply in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis

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of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in said Lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through them.

9.15 Liability: Neither the Architectural Committee nor 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 (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within Wild Oak or (d) the execution and filing of an estoppel certificate pursuant to Section 9.14, whether or not the facts therein are correct; PROVIDED, HOWEVER, that such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Architectural Committee, 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 Architectural Committee.

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ARTICLE X

LIMITATION OF RESTRICTIONS ON DECLARANT

10.01 Limitations of Restrictions: Declarant is undertaking the work of constructing residential single-family dwellings and incidental improvements upon the Lots included within the subject property. The completion of that work and the sale, rental and other disposal of said residential units is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors, from doing on the Subject Property or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Subject Property, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale or lease; or

(c) Prevent Declarant from conducting on any part of the Subject Property its business of completing said work and of establishing said property as a residential community and of disposing of said property in parcels or Lots by sale, or lease or

(d) Prevent Declarant from maintaining such sign or signs on any of the Subject Property as may be necessary for the sale, lease or disposition thereof.

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ARTICLE XI

RIGHTS OF MORTGAGEE'S AND TRUST DEED BENEFICIARY

11.01 General: The first mortgagee's or trust deed beneficiaries of the Subject Property shall be entitled to the rights and privileges set forth in this article.

11.02 Notice of Default: The mortgagee of a mortgage or beneficiary of a deed of trust, and/or their successors and assigns, of a first mortgage or deed of trust on a Lot which mortgagee, beneficiary, successor assign has requested in writing to the association of such a notice, shall be entitled to written notification from the Association of any default by the mortgagor of any Lot in the performance of such mortgagor's obligations under the Declaration, Articles and By-Laws which is not cured within thirty (30) days.

11.03 Exemption from Rights of First Refusal: Any first mortgagee, or beneficiary under a first deed of trust who comes into possession of the Lot pursuant to the remedies provided in the mortgage for foreclosure of the mortgage, or deed of trust or assignment in lieu of foreclosure shall be exempt from any right of first refusal contained herein.

11.04 Non-Liability for Unpaid Assessments: Any first mortgagee or beneficiary of a first deed of trust who comes into possession of a Lot pursuant to the remedies provided in the mortgage or deed of trust, foreclosure of the mortgage or deed of trust shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a prorata share of such assessments or charges to all units including the mortgaged Lot.

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11.05 Mortgagee's Approval: Unless at least seventy-five percent (75%) of the first mortgagees, based upon one vote for each mortgage owned, of Lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners thereof. The granting of easements for public utilities or other public purposes consistent with the intended use of such property by the Association and Lot Owners shall not be deemed a transfer within the meaning of this clause;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner.

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of party walls or common fences and driveways or the upkeep of lawns, plantings or other landscaping in Wild Oak.

(d) Fail to maintain fire and extended coverage insurance on insurable common property owned by the Association on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs.

(e) Use hazard insurance proceeds for losses to any common property and improvements owned by the Association or other than the repair, replacement or reconstruction of such property and improvements.

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LEGALS

11.06 Examination of Records: First mortgage shall have the right to examine the books and records of the Association.

11.07 Insurance Proceeds and Condemnation Awards: No provision of this Declaration or the Articles shall give a Lot owner, or any other party, priority over any rights of the first mortgagees Lots pursuant to their mortgages in the case of a distribution to Lot owners of insurance proceeds or condemnation awards for losses to or a taking of common property of Wild Oak, owned by the Association or otherwise.

11.08 Management Agreements: Any agreement for professional management of Wild Oak shall provide that the management contract may be terminated for cause on a maximum of ninety (90) days written notice and the term of any such contract shall not exceed three (3) years.

11.09 Notice of Losses: The Association shall agree to give the Federal Home Loan Mortgage Corporation, c/o: Servicer, notice in writing of any loss to, or taking of, the common elements of the project if such loss or taking exceeds $10,000.00.

11.10 Payment of Taxes and Insurance: First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of Lots duly executed by the Association.

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ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01 Amendment and Duration:

(a) Amendment: Except as set forth in Section 6.12, above, the provisions hereof may be amended by an instrument in writing signed and acknowledged by not less than seventy-five percent (75%) of the Lot Owners of each class of Membership, or, upon expiration of Class A membership, seventy-five percent (75%) of all members exclusive of Declarant, which amendment shall be effective upon recordation in the office of the Recorder of Sonoma County.

(b) Duration: The provisions of these Restrictions, including the covenants, conditions and restrictions contained herein, shall continue and be effective for a period of sixty (60) years from the date of recordation and shall be automatically extended for successive periods of ten (10) years or until a majority vote of the voting Owners of all of the Lots described in the subject Subdivision Map shall determine that they shall terminate.

12.02 Enforcement and Nonwaiver:

(a) Right of Enforcement: Except as otherwise provided herein, Declarant, the Association, or any Owner or Owners shall have the right to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by these Restrictions upon the Owners or upon any property within Wild Oak.

(b) Remedies Cumlative: Each remedy provided by these Restrictions is cumulative and not exclusive.

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(d) Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in these Restrictions shall not constitute a waiver of any right to enforce any such provisions or any other provisions of said Restrictions.

12.03 Condemnation of Common Areas: If at any time all or any portion of any Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the holder or holders of the fee title to such area as their interests may appear. Any such award to the Association shall be deposited into the operating fund of the Association. No Owner shall be entitled to any portion of such award, and no Owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right of participation being herein reverted exclusively to the Association, or other holder of the fee title which shall, in its name alone, represent the interests of all Lot Owners to the extent such Lot Owners have any interest.

12.04 Obligations of Owners: No Owner may avoid the burdens or obligations imposed on him by these Restrictions through non-use of any Common Area or the facilities located thereon or by abandonment of his Lot. Upon the conveyance or sale of a Lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such Lot after the date of such transfer, and no person, after the termination of his status as an Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of any Owner under these Restrictions.

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12.05 Construction and Severability; Singular and Plural; Titles:

(a) Restrictions Construed Together: All of the covenants, conditions and restrictions of these Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of Wild Oak, as set forth in the Preamble of this Declaration.

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

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

(d) Captions: All captions or titles used in these Restrictions are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of said Restrictions.

12.06 Enforcement by City of Santa Rosa: This Declaration is expressly stated to run to and benefit the City of Santa Rosa, and shall not be amended, cancelled or terminated without the consent of said City. To obtain such consent the Association shall use the following procedure:

(a) A copy of the proposed amendment or of the document cancelling or terminating the Declaration shall be mailed by certified mail, return receipt requested to the City Attorney of the City of Santa Rosa; and

(b) Said City Attorney shall be afforded a period of thirty (30) days to approve or disapprove said amendment,

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, cancellation or termination. If no response is received by the association from said City Attorney during said thirty (30) day period, then the proposed amendment, cancellation or termination shall be deemed to be approved.

The Homeowners Association shall be charged with the responsibility of determining when maintenance work is necessary in accordance with the covenants and conditions created hereby. In the event that said association has not caused such maintenance work to be performed, which maintenance work is in the sole discretion of the City necessary for the preservation and utilization of the property subject to this declaration, then the City shall notify the Homeowners Association in writing of the necessity of such maintenance. If said maintenance is not performed within a reasonable time, then the City shall have the power to cause such maintenance to be accomplished and to assess the cost of said maintenance upon the Homeowners Association in accordance with the provisions of this declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

VIMARK, INC., a
California corporation

By Victor S. Trione
Victor S. Trione, President

By Mark H. Trione
Mark H. Trione, Secretary

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STATE OF CALIFORNIA
COUNTY OF Sonoma } SS.

On JANUARY 6, 1978 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Victor S. Trione, known to me to be the President, and Mark H. Trione, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature

SAFECO

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JAMES M. DAW
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires Nov. 18, 1978

Misc. (Gen'l) Ack. Corporation (Rev. 12-73) Simple

EXHIBIT "A"

Being all of the lands of Victor S. Trione and Mark H. Trione, DBA "THE WILD OAK" as described by deed recorded in Book 2590 on Page 957 Official Records of Sonoma County.

EXCEPTING THEREFROM all of the lands of Vimark Inc., a California corporation, as described by Deed recorded in Book 3033 on Page 418 Official Records of Sonoma County.

ALSO EXCEPTING THEREFROM the following described parcel:

Commencing at the southerly terminus of the centerline of White Oak Drive as shown on the map of Oakmont No. 1 filed in Book 96 of Maps on Page 11, Sonoma County Records; thence North 63° 59' 12" West 25.39 feet to the point of beginning of the herein described parcel; thence on a curve to the right from a tangent which bears South 36° 29' 23" West having a radius of 290.00 feet through a central angle of 41° 18' 35" and having a length of 209.09 feet; thence South 77° 47' 58" West 119.68 feet; thence on a curve to the left having a radius of 505.00 feet through a central angle of 35° 42' 24" and having a length of 314.72 feet; thence South 42° 05' 34" West 56.13 feet; thence North 42° 09' 45" West 537.16 feet; thence North 25° 38' 33" East 360.34 feet to a point on the southerly boundary of Oakmont No. 6-A as shown on the map thereof filed in Book 151 of Maps on Page 14, Sonoma County Records; thence along said southerly boundary on a curve to the left from a tangent which bears South 63° 43' 04" East having a radius of 1556.33 feet through a central angle of 0° 16' 08" and having a length of 7.31 feet; thence South 63° 59' 12" East 881.89 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described parcel:

Commencing at the southerly terminus of the centerline of White Oak Drive as shown on the map of Oakmont No. 1 filed in Book 96 of Maps on Page 11, Sonoma County Records; thence South 63° 59' 12" East 25.33 feet to the point of beginning of the herein described parcel; thence South 63° 59' 12" East 1142.57 feet; thence South 26° 00' 48" West 625.00 feet; thence North 63° 59' 12" West 175.00 feet; thence South 77° 31' 02" West 409.75 feet; thence South 14° 47' 28" East 137.77 feet to a point hereinafter referred to as "Point A"; thence on a curve to the right from a tangent which bears South 69° 53' 56" West having a radius of 25.00 feet through a central angle of 40° 31' 56" and having a length of 17.69 feet; thence on a curve to the left having a radius of 40.00 feet through a central angle of 117° 09' 07" and having a length of 81.79 feet; thence on a curve to the left from a tangent which bears South 48° 45' 22" West having a radius of 225.00 feet through a central angle of 20° 39' 41" and having a length of 81.14 feet; thence South 61° 54' 19" East 19.14 feet; thence South 32° 28' 04" West 421.97 feet; thence on a curve to the right from a tangent which bears North 50° 38' 48" West having a radius of 775.00 feet through a central angle of 25° 44' 58" and having a length of 348.30 feet; thence on a curve to the left having a radius of 425.00 feet through a central angle of 24° 35' 50" and having a length of 182.46 feet; thence on a curve to the right having a radius of 775.00 feet through a central angle of 15° 43' 58" and having a length of 212.81 feet; thence North 33° 45' 42" West 325.40 feet; thence on a curve to the right having a radius of 295.00 feet through a central angle of 75° 51' 16" and having a length of 390.55 feet; thence North 42° 05' 34" East 225.76 feet; thence on a curve to the right having a radius of 455.00 feet through a central angle of 35° 42' 24" and having a length of 283.56 feet; thence North 77° 47' 58" East 119.68 feet; thence on a curve to the left having a radius of 340.00 feet through a central angle of 42° 51' 51" and having a length of 254.36 feet to the point of beginning.

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EXHIBIT "B"

Being all of the lands of Victor S. Trione and Mark H. Trione, DBA "THE WILD OAK" as described by deed recorded in Book 2590 on Page 957 Official Records of Sonoma County.

EXCEPTING THEREFROM all of the lands of Vimark Inc., a California corporation, as described by Deed recorded in Book 3033 on Page 418 Official Records of Sonoma County.

ALSO EXCEPTING THEREFROM the following described parcel:

Commencing at the southerly terminus of the centerline of White Oak Drive as shown on the map of Oakmont No. 1 filed in Book 96 of Maps on Page 11, Sonoma County Records; thence North 63° 59' 12" West 25.39 feet to the point of beginning of the herein described parcel; thence on a curve to the right from a tangent which bears South 36° 29' 23" West having a radius of 290.00 feet through a central angle of 41° 18' 35" and having a length of 209.09 feet; thence South 77° 47' 58" West 119.68 feet; thence on a curve to the left having a radius of 505.00 feet through a central angle of 35° 42' 24" and having a length of 314.72 feet; thence South 42° 05' 34" West 56.13 feet; thence North 42° 09' 45" West 537.16 feet; thence North 25° 38' 33" East 360.34 feet to a point on the southerly boundary of Oakmont No. 6-A as shown on the map thereof filed in Book 151 of Maps on Page 14, Sonoma County Records; thence along said southerly boundary on a curve to the left from a tangent which bears South 63° 43' 04" East having a radius of 1556.33 feet through a central angle of 0° 16' 08" and having a length of 7.31 feet; thence South 63° 59' 12" East 881.89 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described parcel:

Commencing at the southerly terminus of the centerline of White Oak Drive as shown on the map of Oakmont No. 1 filed in Book 96 of Maps on Page 11, Sonoma County Records; thence South 63° 59' 12" East 25.33 feet to the point of beginning of the herein described parcel; thence South 63° 59' 12" East 1142.57 feet; thence South 26° 00' 48" West 625.00 feet; thence North 63° 59' 12" West 175.00 feet; thence South 77° 31' 02" West 409.75 feet; thence South 14° 47' 28" East 137.77 feet to a point hereinafter referred to as "Point A"; thence on a curve to the right from a tangent which bears South 69° 53' 56" West having a radius of 25.00 feet through a central angle of 40° 31' 56" and having a length of 17.69 feet; thence on a curve to the left having a radius of 40.00 feet through a central angle of 117° 09' 07" and having a length of 81.79 feet; thence on a curve to the left from a tangent which bears South 48° 45' 22" West having a radius of 225.00 feet through a central angle of 20° 39' 41" and having a length of 81.14 feet; thence South 61° 54' 19" East 19.14 feet; thence South 32° 28' 04" West 421.97 feet; thence on a curve to the right from a tangent which bears North 50° 38' 48" West having a radius of 775.00 feet through a central angle of 25° 44' 58" and having a length of 348.30 feet; thence on a curve to the left having a radius of 425.00 feet through a central angle of 24° 35' 50" and having a length of 182.46 feet; thence on a curve to the right having a radius of 775.00 feet through a central angle of 15° 43' 58" and having a length of 212.81 feet; thence North 33° 45' 42" West 325.40 feet; thence on a curve to the right having a radius of 295.00 feet through a central angle of 75° 51' 16" and having a length of 390.55 feet; thence North 42° 05' 34" East 225.76 feet; thence on a curve to the right having a radius of 455.00 feet through a central angle of 35° 42' 24" and having a length of 283.56 feet; thence North 77° 47' 58" East 119.68 feet; thence on a curve to the left having a radius of 340.00 feet through a central angle of 42° 51' 51" and having a length of 254.36 feet to the point of beginning.

ALSO EXCEPTING THEREFROM "WILD OAK NO. 1" recorded 1/9/78 in Book 261 of Maps, Pages 23 to 26 inc, Sonoma County Records.

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Return to:
Sonoma Title Guaranty Company
P. O. Box 1913
Santa Rosa, Ca. 95402

BOOK 3395 PAGE 620

DECLARATION OF ANNEXATION

OF

WILD OAK

T 03412

RECORDED AT REQUEST OF S.T.G. CO.
AT 30 MIN. PAST 10 A.M.
Bernice A. Robinson COUNTY RECORDER
Fee $ 5.00 Paid. Date 5-12-78

THIS DECLARATION OF ANNEXATION is made this 10th day of May, 1978, by VIMARK, INC., a California corporation, hereinafter referred to as "Declarant", for WILD OAK, a planned development, on the terms and conditions hereinafter stated:

R E C I T A L S:

A. Declarant is the owner of all that certain real property described as WILD OAK NO. 2 on that certain Subdivision Map filed in the Office of the County Recorder of Sonoma County, Book 268 of Maps, Page 3 through 5 on April 28, 1978, 1978. Said property is hereinafter referred to as the "Annexation Property".

B. Declarant desires to annex the "Annexation Property" to WILD OAK, a planned development, pursuant to the provisions of the Declarations of Covenants, Conditions & Restrictions of WILD OAK, dated January 6, 1978, and filed with the Recorder of Sonoma County on January 9, 1978 in Book 3339 at Pages 809. Said document is hereinafter referred to as the "Declaration". Pursuant to Paragraph 3.02 of the Declaration, Declarant may annex all of the property described herein as the Annexation Property at any time without vote or approval of any other Owners or the Association in accordance with the terms of said Paragraph 3.02. By such annexation procedure, it is the intention of Declarant that the Covenants, Conditions and Restrictions contained in the Declaration shall apply to the annexed property in the same manner as if it were originally covered by the Declaration.

NOW, THEREFORE, Declarant hereby makes the following declaration:

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1. ANNEXATION OF SUBJECT PROPERTY: Declarant hereby declares the following:

1.1. This Declaration of Annexation is issued in compliance with the Declaration.

1.2 Declarant has filed a final Subdivision Map for real property to be annexed.

1.3 Upon the recordation of this Declaration of Annexation in the Office of the Recorder of the County of Sonoma, the annexation of the "Annexation Property" shall be deemed accomplished and all the incidence of the annexation of said property as set forth in the Declaration shall be in full force and effect.

2. APPLICATION OF DECLARATION: The terms and provisions of the Declaration shall apply to the Annexation Property as if it were originally covered by the Declaration as a part of the Project. After this Annexation, the assessments provided for in the Declaration shall be reassessed with the annexed property being assessed for a proportionate share of the total expenses of the Project on the same basis as the other property in the Project. Each owner of a Lot in the Annexation property shall become a member of the Association on the terms and conditions specified in the Declaration. Each Owner in the Annexation Property shall be entitled to the use of the Common Area and entitled to ingress and egress over and across the Common Areas of the Project as specified in the Declaration. The Owners in the Project upon annexation of the Annexation Property shall be entitled to all the easement rights of ingress and egress across and the use of the Common Areas established in the Annexation Property as if such property was initially a part of the Project.

None of the provisions of this Declaration of Annexation shall in any event be construed as revoking, modifying or adding to the limitations, restrictions and covenants established by the

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Declaration, nor shall it discriminate between some Owners of such property and other Owners of any property within the Project, except as otherwise expressly provided for in the Declaration. No amendment, addition, change or deletion in this Declaration of Annexation shall be deemed to alter or change the general common plan or scheme created by the Declaration, nor affect the provisions thereof as covenants running with the land or as equitable servitudes to begin or formally applied to all portions of the Project, including those portions added thereto by this Annexation.

IN WITNESS WHEREOF, the undersigned Declarant has executed the within Declaration on the day and year first above written.

DECLARANT: VIMARK, INC., a California corporation

By Victor S. Trione Pres.

By Mark H. Trione Sect Treas

State of California
County of } SS

On this 11th day of May in the year One Thousand Nine Hundred and Seventy-Eight before me a Notary Public in and for the County of Sonoma State of California, residing therein, duly commissioned and sworn, personally appeared Victor S. Trione known to me to be the President and Mark H. Trione known to me to be the Secretary/Treasurer of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Notary Public
In and for said County of Sonoma State of California

OFFICIAL SEAL
JAMES M. DAW
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires Nov. 18, 1978

CORPORATION ACKNOWLEDGEMENT
Form NF26X-4 PICA, Oakland, Calif.
My Commission Expires

T03412

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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Peter C. De Golia
Clement, Fitzpatrick & Kenworthy
3333 Mendocino Avenue, Suite 200
Santa Rosa, CA 95403

2003067227
OFFICIAL RECORDS OF
SONOMA COUNTY
EEVE T. LEWIS
GENERAL PUBLIC
04/04/2003 15:50 DCLRE
RECORDING FEE: 151.00
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FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILD OAK

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILD OAK

The Declaration of Covenants, Conditions and Restrictions for Wild Oak, executed by Vimark, Inc., a California corporation ("Declarant"), and recorded on January 9, 1978 in Book 3339 at Page 810 through 883, inclusive, of the Official Records of Sonoma County, California and including that certain Declaration of Annexation of Wild Oak recorded on May 12, 1978 in Book 3395 at Page 620 through 622, inclusive, Declaration of Annexation of Wild Oak No. 3 recorded on September 5, 1978 in Book 3448 at Page 650 through 652, inclusive, and Declaration of Annexation of Wild Oak No. 4 recorded on April 8, 1979 in Book 3543 at Page 935 through 938, inclusive, all in the Official Records of Sonoma County, California (collectively, the "Original Declaration"), which affects all that real property situated in the County of Sonoma, State of California, commonly known as Wild Oak and as more particularly described in Exhibit A, attached hereto and incorporated by this reference (hereinafter collectively referred to as the "Subject Property" and by individual parcel as a "Lot" or "Lots") is hereby amended and restated in its entirety to read as follows:

ARTICLE I

PREAMBLE

1.01 Declarant was the original owner in fee simple of the Subject Property.

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

1.03 It was also the further intention of Declarant to sell and convey residential Lots in the context of a planned development improved by residences originally constructed by Declarant to the Owners, subject to the protective covenants, conditions and restrictions, limitations, reservations, grants of easements, rights, right-of-way, liens, charges and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of Declarant's general plan for the subdivision, development, sale and use of the Lots as a planned development as that term is defined in Section 1351(e) of the California Civil Code. Finally, it was the intent of the Declarant that the "Common Areas" be owned and maintained by the Association, but reserved exclusively for use and enjoyment of the

Members of the Association, their tenants, lessees, guests and invitees, all subject to the terms and conditions of the Governing Documents.

1.04 On _____, ____ percent (____%) of the Owners of the Lots within the Property voted by written ballot to amend and restate the Original Declaration, all in accordance with the procedures for amendment as set forth in the Original Declaration. It was the intention of the Owners to replace the Original Declaration in its entirety, with the recordation of this Declaration. The Owners' action to amend and restate the Original Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved, is attested by the execution of this First Amended and Restated Declaration by duly authorized officers of the Association, as required by California Civil Code Section 1355(a). As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with the Subject Property and shall be binding upon all parties having or acquiring any right, title or interest in the Subject Property or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE II

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for all purposes of this Declaration, have the meanings herein specified.

2.01 Architectural Committee: The term "Architectural Committee" shall mean the committee created pursuant to Article IX.

2.02 Architectural Committee Rules: The term "Architectural Committee Rules" shall mean rules adopted by the Architectural Committee pursuant to Section 9.05.

2.03 Articles: The terms "Articles" shall mean the Articles of Incorporation of the Wild Oak Homeowners' Association which are or shall be filed in the Office of the Secretary of State of the State of California.

2.04 Association: The term "Association" shall mean the Wild Oak Homeowners' Association, the non-profit membership corporation described in Article VI, including its successors and assigns. The Association is an "association" as defined in California Civil Code Section 1351(a).

2.05 Beneficiary: The term "Beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a deed of trust.

2.06 Building Envelope: The term "Building Envelope" shall mean and refer to that certain area of a Lot, designed on the Subdivision Map, in which the construction of improvements is permitted in accordance with the provisions of this Declaration.

2.07 Board: The term "Board" shall mean the Board of Directors of the Wild Oak Homeowners' Association.

2.08 By-Laws: The term "By-Laws" shall mean the By-Laws of the Wild Oak Homeowners' Association, which are or shall be adopted by the Board.

2.09 Committee: The term "Committee" shall mean the Architectural Committee.

2.10 Common Area: The term "Common Area" means all the real property owned by the Association at the time of recording this Declaration as described in Exhibit B, attached hereto and incorporated herein by this reference.

2.11 Common Facilities: The term "Common Facilities" means the private roads, driveways, walkways, paths, stairs, parking areas, sewers, open spaces, planted and landscaped areas, and other recreational facilities and electrical, water, gas and telephone utility facilities and all other facilities, buildings, improvements and fixtures that may be located in or on the Common Area and owned by the Association for the common use and enjoyment of the Owners.

2.12 Declaration: The term "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wild Oak, and as said Declaration may from time to time be amended. The "Original Declaration" means and refers to that document described in the initial paragraph above.

2.13 Declarant: The term "Declarant" shall mean VIMARK, INC., a California corporation, its successors and assigns, if such successors and assigns shall acquire more than one (1) lot for the purchase or resale of another.

2.14 Family: The term "Family" shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

2.15 Governing Documents: The term "Governing Documents" shall mean collectively and include this Declaration, the Articles, the Bylaws and the Wild Oak Rules and the Architectural Committee Rules.

2.16 Improvements: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

2.17 Lot: The term "Lot" shall mean any parcel of real property designated by number on a Subdivision Map for any portion of the Subject Property, excluding the Common Area. When appropriate within the context of this Declaration, the term "Lot" shall also include the Residence and other Improvements constructed or to be constructed thereon.

2.18 Manager: The term "Manager" shall mean the person or corporation appointed as such pursuant to subsection (j) of Section 6.06.

2.19 Member: The term "Member" means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to Sections 6.08 and 6.09.

2.20 Mortgage: The term "Mortgage" shall mean any security device encumbering all or any portion of the Subject Property, including a deed of trust. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense.

2.21 Operating Fund: The term "Operating Fund" shall mean the fund created for the receipts and disbursements of the Association designated the Wild Oak current maintenance and operating account, pursuant to Section 7.10.

2.22 Owner: The term "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Subject Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.23 Quorum: The term "Quorum" shall mean that the percentage arising from dividing the number of eligible Members participating in the voting, whether pursuant to a meeting or by written ballot, by the total number of Members in the Association, including those ineligible for any reason to vote, exceeds fifty percent (50%).

2.24 Wild Oak: The term "Wild Oak" shall mean all of the Subject Property, existing improvements, and all approved future development thereon.

2.25 Wild Oak Restrictions: The term "Wild Oak Restrictions" shall mean the covenants, conditions, restrictions, limitations, equitable servitudes and the like set forth in this Declaration.

2.26 Wild Oak Rules: The term "Wild Oak Rules" shall mean the rules adopted by the Board of the Homeowners' Association, as they may from time to time be in effect pursuant to the provisions of Section 6.07.

2.27 Single Family Residential Use: The term "Single Family Residential Use" shall mean occupation and use of a single family dwelling, which may include a guest house or "granny unit", in conformity with the Wild Oak Restrictions, Wild Oak Rules, Architectural Committee Rules and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

2.28 Subdivision Map: The term "Subdivision Map" shall mean those certain Subdivision Maps more fully described as Wild Oak No. 1, recorded in the Official Records of Sonoma County, California, on the 9th day of January, 1978 in Book 261 of Maps, at Pages 23 through 26, Wild Oak No. 2, recorded in the Official Records of Sonoma County, California on April 28, 1978 in Book 268 of Maps, at Pages 3 through 5, Wild Oak No. 3, recorded in the Official Records of Sonoma County, California on June 8, 1978 in Book 268 of Maps, at Pages 40 through 44, and Wild Oak No. 4, recorded in the Official Records of Sonoma County, California on March 9, 1979 in Book 286 of Maps, at Pages 1 through 4.

2.30 Subject Property: The term "Subject Property" shall include all of the real property located in the County of Sonoma, State of California, described in the Subdivision Maps.

ARTICLE III
PROPERTY SUBJECT TO RESTRICTIONS

3.01 Wild Oak: The Subject Property shall be subject to this Declaration and shall constitute Wild Oak. All of the Wild Oak Restrictions shall run with the Subject Property and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Subject Property, or any part thereof, and their heirs, successors and assigns.

3.02 Land Classifications: All land within Wild Oak is divided into the following classifications:

(a) Single Family Areas or Lots; and

(b) Common Areas.

ARTICLE IV
PROPERTY RIGHTS: SINGLE FAMILY RESIDENTIAL AREA

4.01 Permitted Uses and Limitations: Single Family Residential Areas shall consist of lots and other areas restricted to Single Family Residential Use as set forth in Section 2.27 of this Declaration. Lots within such areas shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions:

(a) Single Family Use: Each lot within Single Family Residential Area except a lot set aside as Common Area shall be improved and used exclusively for single family residential purposes as defined in Section 2.27 of this Declaration. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any lot or in any building, with the sole exception of self-contained home offices. For the purpose of this Declaration, a self-contained home office shall mean an office utilized solely by an occupant of the residence and shall not allow for on-site visitations or meetings with associates, clients, customers, patients or the like.

(b) Rental of Lots: An Owner shall be entitled to rent the single family dwelling situated on his lot to a single family, provided that the term of said rental shall not be for a term less than sixty (60) days nor more than two (2) years, subject to renewal for a term no shorter than sixty (60) days nor longer than two (2) years. For the purpose of limiting excess traffic and density, an Owner may not separately rent any guest house or "granny unit". Any guest house or "granny unit" may only be rented by an Owner in conjunction with the main residence. Any renters of Lots shall be subject to these Restrictions as well as any rules adopted by the Association.

(c) Animals: No animals or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot within the Single Family Residential Areas and then only if they are kept, bred or raised thereon solely as household pets for private use and not for commercial purposes. More specifically, no horses shall be maintained on any Lot within the Single Family Residential Areas. No animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No animals shall be permitted outside of the Lot of the owner of said animal unless said animal is under the control of a responsible person by means of a leash or other reasonable restraint.

(d) Structures for Animals: No structure for the care, housing or confinement of any house or yard pet shall be maintained so as to be visible from neighboring property.

(e) Antennas: No video, television or communication antenna, including satellite dish, for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except such antennas as are initially installed during the

construction of a building or as are thereafter approved by the Architectural Committee pursuant to the terms of Article IX hereof.

(f) Utility Service: No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, 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 approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

(g) Improvements, Alterations and Repairs; Minimum Square Footage: No improvement, repair, excavation or other work which in any way alters the exterior appearance of any Lot, or the Improvements located thereon, from its natural or improved state existing on the date such lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval of the Architectural Committee given pursuant to the terms of Article IX hereof, except as specifically authorized herein. No single family residential structure shall be constructed on any Lot in the Wild Oak subdivision which does not contain at least One Thousand Five Hundred (1,500) square feet (exclusive of garage areas) unless a lesser square footage is approved, in writing, by the Architectural Committee.

(h) Temporary Occupancy: No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction or improvement of a dwelling shall be expressly approved by the Architectural Committee and shall be removed immediately after the completion of construction.

(i) Vehicles: No mobile home, trailer of any kind (whether towed or self-powered, and whether designed for permanent residence or recreational use), permanent tent, or similar structure, and no truck (other than pick-up trucks or SUVs), truck camper (whether affixed to a truck or not), recreational motor home, or boat, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired upon any Lot or street within the project in such a manner as will be visible from neighboring property or adjacent streets; PROVIDED, HOWEVER, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the Architectural Committee. No commercial vehicles of any nature shall be parked or stored on any Lot or on the street within Wild Oak, except for a commercial vehicle providing services to the Owners of Lots or the Association, and in that event only for the duration necessary to provide such services, and in no event longer than twelve hours. No motorcycles shall be allowed to operate within the property subject to this Declaration and no motor vehicles of any kind shall operate off road within the Common Area therein. The

Association may establish rules and regulations from time to time for the parking of vehicles in parking spaces in the Common Areas.

(j) Maintenance of Lawns, Plantings and Landscaping:

(1) Maintenance: Each Owner shall keep all shrubs and trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. Said Owner and the successors in interest to said Owner shall maintain all trees placed on the Lot by Declarant and shall replace said tree or trees should they become diseased or dead, unless an exception is granted in writing by the Board upon a showing of undue expense or hardship.

(2) Removal of Plantings: No Owner shall remove, alter, injure or interfere in any way with any tree or shrub placed in any area by Declarant or the Association without the written consent of the Board having first been obtained. The Association or its authorized agents shall have the right to enter upon any Lot at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such trees or shrubs and shall not be liable for trespass or other damages for so doing. No sidewalks or carriage walks shall be built or constructed adjacent to the street in the front of any Lot. Said restriction shall apply to any street frontage of a Lot situated at a street corner.

(k) Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom, so as to render any Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot.

(l) Trash Containers and Collection: All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

(m) Clothes Drying Facilities: No outside clotheslines or other outside clothes drying or airing facilities shall be maintained on any Lot, unless the Architectural Committee finds such facilities to be adequately concealed so as not to be seen from any adjacent property.

(n) Fences: No fences, hedges, or walls shall be erected or maintained on any Lot other than as are initially installed by Declarant, unless first approved by the Architectural Committee.

(o) Barbecues: There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purpose.

(p) Mailboxes: There shall be no exterior newspaper tubes or freestanding mailboxes, except as may have been initially installed by Declarant or thereafter approved by the Architectural Committee.

(q) Basketball Standards: No basketball standards or fixed sports apparatus shall be attached to any dwelling unit or garage or be erected on any Lot, unless approved by the Architectural Committee.

(r) Garages: Each Owner shall keep his garage areas in a neat orderly condition with all storage areas completely enclosed. Garages shall be used only for the parking of motor vehicles, storage and workshop purposes all pursuant to the Wild Oak Rules and Architectural Committee Rules.

(s) Mineral Exploration: No property within the Single Family Residential Area shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

(t) Machinery and Equipment: No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Single Family Residential Area except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a private residence or appurtenant structures in Wild Oak.

(u) Diseases and Insects: No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

(v) Restriction on Further Subdivision: No Lot shall be further subdivided nor shall any less than all of any such Lot be conveyed by an Owner thereof. No easement or other interest in a Lot shall be given without the prior written approval of the Architectural Committee.

(w) Signs: No signs whatsoever (including but without limitation, commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on any Lot within the Single Family Residential Area except:

(1) Such signs as may be required by legal proceedings;

(2) Residential identification signs, subject to the approval of the Architectural Committee as to suitability;

(3) Not more than one "for sale" or "for rent" sign having a maximum face area of three square feet, pursuant to the Wild Oak Rules and Architectural Committee Rules.

4.02 Single Family Residential Area; Construction and Alteration of Improvements: No construction, installation, alteration, or remodeling of any buildings, walls, decks, fences, swimming pools, spas, landscaping, landscape structures, skylights, solar heating equipment, antennas, utility lines, or any structure of any kind may be undertaken on a Lot without prior approval of the Architectural Committee pursuant to Article IX of this Declaration. This requirement shall not apply to projects that are wholly restricted to the interior of any building.

4.03 Single Family Residential Area; Maintenance, Repair and Reconstruction: No building or structure on any Lot shall be permitted to fall into disrepair. Each such building and structure shall at all times be kept in good condition and repair and be adequately painted or otherwise finished. Prior written consent of the Architectural Committee shall be obtained before any painting or refinishing of a dwelling unit or exterior appurtenance thereto. No Owner shall do any act or work that will impair the structural soundness of any building or the safety of the property. If any improvements on a Lot are damaged or destroyed by fire or any other insured calamity, and the Owner does not commence rebuilding or repair within a reasonable time, the Association may bring suit for an injunction to compel the Owner to perform said rebuilding or repair. Such a reasonable time shall be presumed to be no more than one year. In the event that the insurance proceeds are insufficient to complete such rebuilding or repair, the Owner shall pay in advance such additional sums as may be necessary to complete such rebuilding or repair.

ARTICLE V
PROPERTY RIGHTS; COMMON AREA

5.01 Common Area Ownership: The Association owns the Common Area free and clear of all liens, restrictions and encumbrances, except the following:

(a) The Wild Oak Restrictions;

(b) The lien of real property taxes and assessments not delinquent;

(c) Such easements and rights of way on, over or under all or any part thereof as may be reserved to the Declarant or granted to any Owner for the use thereof in accordance with these restrictions;

(d) Such easements and rights of way on, over or under all or any part thereof as may be reserved to Declarant or granted to or for the benefit of the United States of America, the State of California, the County of Sonoma, or any other political subdivision or public organization, or any public utility entity, for the purpose of constructing, erecting, operating and maintaining thereon, therein or thereunder at that time or at any time in the future, (1) roads, streets, walks, driveways, parkways and park areas; (2) poles, wires and conduits for transmission of electricity to the Subject Property and for the necessary attachments in connection therewith, and (3) public and private sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith;

(e) Any easements and rights of way on, over or under all or any part thereof as may be reserved to Declarant or granted to the Association or any Owner for access, ingress and egress to and from any Lot and the Common Area;

(f) The obligation imposed, directly or indirectly by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation;

(g) Any other lien, encumbrance or defect of title of any kind whatsoever (other than of the type which would at any time or from time to time create a lien upon such property to secure an obligation to pay money) which would not materially and actually prejudice Owners in their use and enjoyment of their Lots and of the Common Area.

5.02 Easements; Encroachments:

(a) Common Area: Each Owner, the members of said Owner's family, contract purchasers, lessees or tenants, and their guests, invitees and licensees shall have a nonexclusive easement for the use, enjoyment, ingress, egress and utility purposes in and to the Common Area and the Common Facilities that shall be appurtenant to and shall pass with the title to every Lot, subject to the other provisions of this Declaration.

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

(c) Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the Subject Property.

5.03 Common Area; Permitted Uses, Construction and Alteration of Improvements; Owner's Easements: The Common Area shall be held, maintained and used to meet the common interests of the members of the Association, their tenants and guests as provided by this Declaration.

(a) Limitation on Construction: No person other than the Association or its duly authorized agents, shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon, or shall destroy, or remove any tree, shrub or other vegetation upon any Common Area.

(b) Maintenance by Association: The Association, or its duly authorized agents and representatives, have such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents. The Association may at any time, and from time to time, as to any Common Area conveyed, leased or transferred to it or under its jurisdiction:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with the original design, finish or standard of construction of such improvement when such Common Area was conveyed by Declarant to the Association and which was approved by the governmental entity having jurisdiction; and

(2) Construct, reconstruct, replace or refinish any road improvement or surface upon any portion or such area used as a private road, street, walk, or parking area; and

(3) Replace injured or diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and

(4) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

(c) No Obstruction: There shall be no obstruction of any part of the Common Area and nothing shall be stored, kept or parked in the Common Area without the prior written consent of the Board. Each Owner shall avoid any damage to the Common Area and shall be responsible to repair or replace any damage or injury to the Common Area, and the facilities thereon, caused by such Owner, or such Owner's tenants or guests; and

(d) No Waste: Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any of the Common Area or the Common Facilities thereon, without prior written consent of the Board. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on the Common Area or the Common Facilities, or which would be in violation of any governmental statute, ordinance, rules or regulations. No waste shall be committed in the Common Area.

5.04 Damage or Destruction of Common Area: In the event of any damage or destruction to the Common Area or any of the Common Facilities, the Association shall immediately undertake to repair and reconstruct any such damage or destruction substantially in accordance with the original design or standard of construction of the damaged or destroyed Common Area and/or Common Facilities or portion thereof. The Association shall utilize all available insurance proceeds to accomplish such repair or reconstruction.

(a) In the event said proceeds are insufficient to cover all of the costs for such repair or reconstruction, the Board shall levy a special assessment equally against all Owners to cover the difference between the insurance proceeds and the costs of such work. Said special assessment and any other special assessment imposed pursuant to this section shall be due and payable by all Owners in such installments and during such period as the Board shall designate. Any such special assessment shall be a charge and a continuing lien upon each Lot owned by an Owner against whom said assessment is made, which lien shall be enforced pursuant to Section 7.06, hereof. Provided, however, that in the event that the cost of any such repair or reconstruction exceeds the amount of the available insurance proceeds by more than five percent (5%) of the gross expenses budgeted in that fiscal year, then the Board shall pay the insurance proceeds to a savings and loan association, bank or trust company as may be approved by the Board, which proceeds shall be held for the benefit of the Owners and their mortgagees, as their respective interests may appear, and pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board. The Board shall then, utilizing such engineering and design consultants as they deem necessary, prepare a report evaluating the extent of reconstruction or repair of such damage or destruction which is reasonably possible solely utilizing an aggregate sum equal to five percent (5%) of the budgeted gross expenses for that fiscal year obtained by special assessment and the total available insurance proceeds as described hereunder. Notwithstanding the foregoing, however, the Board may proceed with any such repairs and/or reconstruction regardless of whether the cost of such repairs or reconstruction exceeds five percent (5%) of the budgeted gross expenses for that fiscal year (i) in the event of an emergency situation as defined in California Civil Code § 1366(b), or any subsequent replacement statute, or (ii) in the event of Owner approval in accordance with subsection (b) below. Further notwithstanding the foregoing, the Board may, for the purposes of making said repairs, incur debt in accordance with and as set forth in Section 6.06(d) of this Declaration.

(b) As soon as possible, but no later than sixty (60) days after the occurrence of the damage or destruction, the Board shall present the report to the Lot Owners and

notify all mortgagees of the findings of said report and call a special meeting of the Owners. At such special meeting the Owners, constituting a Quorum, by a majority vote shall determine whether to solely utilize the available insurance proceeds and minimum special assessment funds to reconstruct the damage or destruction in accordance to the recommendations of the report of the Board or whether to impose an additional special assessment in an aggregate total amount greater than five percent (5%) of the budgeted gross expenses of that fiscal year to reconstruct the destroyed or damaged facilities beyond the recommendations of the report of the Board. Said determination to impose an additional special assessment shall be decided by Owners, constituting a Quorum, casting a majority of the votes at duly noticed meeting of election. Any such additional special assessment shall be a lien on the Lot against which said assessment is levied and enforced pursuant to the terms of Section 7.06.

5.05 Effect of Easements: Each of the easements described in this Declaration shall be deemed to be covenants running with the land for the use and benefit of the Lots and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this Declaration. In furtherance of the easements described in this Declaration the individual grant deeds to Lots may, but shall not be required to, set forth said easements.

5.06 Delegation of Right to Use: Any Owner may delegate his rights of enjoyment in the Common Area and the Common Facilities and in the privilege of the Association to the members of his family who reside upon the Subject Property, to contract purchasers from such Owner, to any of his tenants who reside thereon under a leasehold interest, and to his guests, subject, however, to the provisions of these Restrictions and to the Articles, By-laws, Rules and Regulations of the Association. The rights and privileges of such persons are subject to suspension for the same reasons and in the same manner as this Declaration provides regarding the suspension of the rights and privileges of Owners. Each Owner shall notify the Secretary of the Association in writing of the name of such authorized person and of the relationship of such person to Owner.

5.07 Restriction of Severability of Common Area: The interest of each Lot Owner of the use and benefit of the Common Area owned by the Association shall be appurtenant to the Lot owned by said Owner and shall not be sold, conveyed or otherwise transferred by said Lot Owner separately from the ownership interest in said Lot. Any sale, transfer or conveyance of such Lot shall operate to transfer the appurtenant right to use said Common Area without the requirement of express reference thereto, and the transferee shall thereupon be permitted the use and benefit of said Common Area and the Common Facilities located thereon. There shall be no judicial partition of the Common Area or any part thereof, and each Owner, whether by deed, gift, devise, or operation of law for their own benefit and for the benefit of all other Owners specifically waives and abandons all rights, interests and causes of action for a judicial partition of any ownership interest in the Common Area and does further covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment.

ARTICLE VI
WILD OAK HOMEOWNERS' ASSOCIATION

6.01 Organization and Membership:

(a) The Homeowners' Association: The Association is charged with the duties and invested with the powers set forth herein. It was created by the Articles, and its affairs shall be governed by the Articles and By-Laws and the restrictions set forth in this Declaration. Every Owner of a Lot shall be a member of the Association. Each Owner shall hold one membership in the Association for each Lot owned and the membership shall be appurtenant to such Lot. Ownership of a Lot shall be the sole qualification for Association membership. Each Owner shall remain a Member of the Association until his or her membership in all Lots terminates, at which time his or her membership shall cease. Persons or entities who hold an interest in a Lot or Lots merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Lot through foreclosure of deed in lieu thereof.

(b) Successor Associations: In the event that the Association as a corporate entity is dissolved, a non-profit unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of the Association hereunder. The affairs of said unincorporated association shall be governed by the laws of the State of California and, to the extent not inconsistent therewith, by the Articles and By-Laws of the Association as if they were created for the purpose of governing the affairs of an unincorporated association.

6.02 Membership:

(a) One Class of Membership: The Association shall have one (1) class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents.

(b) Rights Upon Dissolution: In the event of the dissolution of the Association and the formation of an unincorporated association, as provided for in paragraph (b) of Section 6.01, each Member of the unincorporated association shall have an underlying beneficial interest in all of the property of the Association transferred to or for the account or benefit of said unincorporated association, such interest being in direct proportion to the number of Lots owned by such Member; PROVIDED, HOWEVER, that there shall be no judicial partition of such property, or any part thereof, nor shall any such Member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

6.03 Voting; Members Entitled to Vote: Only Members of the Association shall be entitled to vote. Each Member shall be entitled to one vote for each Lot owned by said Member. When more than one person owns a single Lot, all Owners shall be Members of the Association. However, the vote for each Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner (or Owners) casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of any other Owners of said Lot. The right to vote may not be severed or separated from the Lot ownership to which it is appurtenant, and any sale, transfer, or conveyance of such Lot to a new Owner or Owners shall operate to transfer the appurtenant vote without the requirements of any express reference thereto. Voting rights may be temporarily suspended under those circumstances described in Section 6.08 and 6.09 below. A Member who has sold his or her Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his or her membership rights in the Association, provided, however, that such contract seller shall remain liable for the charges and assessments until title to the Lot sold shall be transferred.

6.04 Board of Directors: The Board shall have the authority and be responsible to undertake all duties and responsibilities of the Association, and the management and conduct of the affairs thereof except as expressly reserved herein to the vote of the membership. The Board of Directors shall be elected pursuant to and in accordance with the By-Laws of the Association.

6.05 Duties of the Association: The Association shall have the obligations and duties, subject to and in accordance with this Declaration of Restrictions, to do and perform the following acts for the benefit of its Members and for the maintenance and improvement of the Subject Property:

(a) Assessments: To fix, levy and collect assessments pursuant to Article VII of this Declaration;

(b) Members: The Association shall accept all Lot Owners as Members;

(c) Annual Membership Meetings: The Association shall hold an annual meeting of the Members within ninety (90) days after the end of each calendar year as provided by and in accordance to the By-Laws of the Association.

(d) Common Area Maintenance: The Association shall maintain, or provide for the maintenance of all Common Areas and the easements described in Article V, and all improvements of whatever kind and for whatever purpose, located thereon. In reference thereto, with the consent of two-thirds (2/3) of the Members representing a Quorum, the

Association may construct capital improvements in the Common Areas and assess the Owners for the costs thereof as provided in Article VII hereof.

(e) Operation of Common Areas: The Association shall operate and maintain, or provide for the operation and maintenance of Common Areas, and shall keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

(f) Title to Property Upon Dissolution: Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all real property vested in it to an independent institutional corporate trustee, to hold such real property in trust for the benefit of the unincorporated association formed pursuant to paragraph (b) of Section 6.01 and for the benefit of the Owners pursuant to the terms hereof and the Articles and By-Laws of the Association.

(g) Payment of Taxes: The Association shall have the authority to pay all real property taxes and assessments levied upon any property owned by the Association and any property conveyed, leased or otherwise transferred to it, to the extent not separately assessed to the Owners. Such taxes and assessments may be contested or compromised by the Association: PROVIDED, HOWEVER, that any such taxes are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(h) Insurance: The Association shall have the authority to obtain and maintain in force the following policies of insurance, which policies, including the coverage amounts of all insurance policies, shall be reviewed and re-evaluated at least annually by the Board, and the Board shall increase said limits as it determines is necessary or appropriate:

(1) Fire and Casualty Insurance: Fire and Property Damage and extended coverage insurance on the Common Area and the Common Facilities for the full insurable replacement cost thereof, and such other hazard insurance as the Board may deem desirable. The Board may in its discretion decide upon reasonable investigation not to obtain such insurance. Any insurance coverage with respect to the Common Area and Common Facilities shall be written in the name of, and the proceeds thereof shall be payable to the Association. Any blanket policy of fire and extended coverage insurance covering any residence and associated buildings shall name the respective owners of such residence and the Association as separately protected insureds, and the proceeds thereof shall be payable to the Association and said Lot Owner for the purposes set forth herein. Such policies shall be issued on a comprehensive liability basis, shall provide for full subrogation against the insureds, and a full waiver of all defenses based upon acts of the insureds, and shall further for a separate loss payable endorsement in favor of the Mortgagee of each residence. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.

(2) Comprehensive Public Liability Insurance: The Association shall have the power to and shall obtain comprehensive public liability insurance with coverage amounts as may be required by law insuring against liability for bodily injury and property damage arising from the activities of the Association or with respect to the Common Area or other property under its jurisdiction. The policy limits set forth herein may be increased by the Board of Directors when it deems it advisable and prudent for the best interests of the Association and its members. The liability insurance referred to herein shall name as separately protected insureds, the Association, the Board, the Architectural Committee, and their representatives, members and employees, and the Members of the Association (as a class), with respect to any liability arising out of the maintenance and use of any Common Areas or under the jurisdiction of the Association. Such policy or policies shall protect each of the insureds as if each were separately insured under separate policies; PROVIDED, HOWEVER, that such policy or policies shall not require the insurance to pay any amount in excess of the maximum limits stated therein.

(3) Fidelity Bonds: The Association shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association. If the Association has delegated some or all of the responsibility for handling the funds to a management agent, a bond shall be obtained for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The amount of coverage shall be based on the best business judgment of the Board, but shall not be the lesser of: (i) the estimated maximum amount of funds, including reserve funds in the custody of the Association or the management agent, at any given time during the term of the bond; or (ii) an amount equal to the sum of three months' assessments on all Lots plus reserve funds. The bonds shall name the Association as an obligee and shall contain a waiver by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The bonds shall also provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' notice to the Association, any Insurance Trustee and all First Mortgagees (including each servicer on behalf of the Federal National Mortgage Association).

(4) Other Insurance: The Association shall have the duty to obtain other insurance including worker's compensation insurance as required by law for any regular employee of the Association, errors and omissions insurance, indemnity and other bonds, as its Board shall deem necessary or expedient to carry out its functions as set forth in the Governing Documents.

(5) Premiums: Premiums for all of the foregoing insurance carried by the Association, shall be a common expense and shall be included in the assessments or charges made by the Association.

(i) Rule Making: The Association shall have the duty to make, establish, promulgate, amend and repeal the Wild Oak Rules as provided in Section 6.07.

(j) Architectural Committee: The Association shall have the duty to appoint and remove members of the Architectural Committee and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

(k) Enforcement of Restrictions and Rules: The Association shall have the duty to take such other action, whether or not expressly authorized by these Restrictions, including the hiring of legal counsel and undertaking legal action, as may be reasonably necessary to enforce the covenants, conditions and restrictions contained herein, the Wild Oak Rules and the Architectural Committee Rules.

(l) Records: The Board shall prepare and distribute annually, within sixty (60) days following the Association's fiscal year (with the exception of item number 2 below, which shall be distributed within one hundred twenty (120) days following the Association's fiscal year), copies of the following documents in accordance with the specific requirements set forth in California Civil Code Section 1365:

(1) A pro forma operating budget;

(2) Financial Statements for the Association;

(3) A statement describing the Association's policies and practices in enforcing lien rights and other legal remedies for default in payment of its assessments; and

(4) A summary of current insurance policies maintained by the Association as required hereunder.

(m) Other: The Association shall carry out the duties of the Association as set forth in the Governing Documents.

6.06 Powers and Authority of the Association: The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of California in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, By-Laws and these Restrictions. The Association and the Board shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of said Restrictions, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. Without in any way limiting the generality of the foregoing or any other

power or right of the Association or the Board set forth in this Declaration, the Association and the Board shall have the following powers and authority:

(a) Meetings: To call meetings of the Members

(b) Appoint Officers, Agents: To appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem consistent with Subsection 6.05(h)(3). Nothing contained in this Declaration shall be construed to prohibit the employment of any Member, Director or officer of the Association in any capacity whatsoever.

(c) Assessments: To establish, levy, assess and collect the assessments necessary to operate the Association and carry on its activities and to create such reserves for extraordinary expenditures as it may deem appropriate in accordance with Article VII.

(d) Incur Debt: To incur debt, subject to and in accordance with this Declaration of Restrictions including specifically those provisions set forth in Article VII, for the purpose of repairing and maintaining the Common Area, and to encumber property of the Association as security for the repayment of such debt.

(e) Right of Entry and Enforcement: The Association, members of the Board and members of the Architectural Committee and their agents and representatives shall have the authority, power and right, as and when necessary, to enter upon any Lot, without liability to any Owner, to perform the Association's obligations under this Declaration, including (i) any obligations with respect to construction, maintenance and repair of adjacent Common Facilities; (ii) obligations to inspect any Lot and the Improvements thereon for the purpose of ascertaining whether or not Owners are in compliance with the provisions of this Declaration; (iii) obligations to enforce any of the provisions of this Declaration, including without limitation, those restrictions contained in Article IV and any conditions or restrictions imposed by the Architectural Committee pursuant to Article IX; (iv) to make necessary repairs or conduct maintenance that an Owner has failed to perform, which, if left undone, will in the discretion of the Board, pose a threat to, or cause an unreasonable interference with Association property or Owners in common.

The Association's right of entry as set forth in this Section 6.06(e) shall be immediate in case of an emergency originating in or threatening the Lot, Common Area or Common Facilities, as determined by the Board in its discretion, and the Association's work may be performed under such circumstances whether or not the Owner or his or her lessee is present. In all non-emergency situations, the Association or its agents shall furnish the Owner or his or her lessee with at least twenty-four (24) hours written notice of its intent to enter the Lot, specifying the purpose and the scheduled time of such entry and shall make every reasonable effort to perform

its work and schedule its entry in a manner that respects the privacy of the persons residing in the residence located on the Lot.

(f) Settlement of Claims: To compromise, settle, release and otherwise adjust claims, demands, causes or action and liabilities affecting the Association and the Owners, on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or relates to development, design, construction, condition, repair or maintenance or damage or injury to or defect in the Common Area or part thereof, and the Association shall have the right and the power to make and receive all payments or other consideration necessary therefor or in connection therewith. For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney in fact to act on behalf of all Owners upon such terms and conditions and for such consideration as may be approved by a majority of the Board.

(g) Litigation: Without limiting the generality of the foregoing paragraph, to institute, defend, settle or intervene on behalf of the Association, subject to compliance with Section 1354 of the Civil Code, in litigation, arbitration, mediation or administrative preceedings in matters pertaining to:

(1) enforcement of this Declaration or the Bylaws;

(2) damage to the Common Areas; or

(3) damage to any private areas the Association is obligated to maintain or repair, if any.

(h) Dispute Resolution: To perform any act reasonably necessary to resolve any civil claim or action through alternative dispute resolution proceedings such as mediation, binding arbitration or non-binding arbitration proceedings, including the following:

(1) Providing, or in good faith attempting to provide, 120 days' advance notice of the Board's intent to initiate the prosecution of any civil action and of the nature and basis of the claim to every Member of the Association and every entity or person who is a prospective party to the civil action, provided that notice can be given (i) more than 120 days prior to the expiration of any pertinent statute of limitations, and (ii) without prejudice to the Association's right to enforce the Declaration, Bylaws or any other rights, and further provided that no such notice need be given prior to the filing of an action in small claims court or an action solely to enforce assessment obligations.

(2) Prior to initiating the prosecution of a civil action solely for declaratory relief or injunctive relief to enforce the Declaration, Bylaws or any other rights, or for declaratory relief, injunctive relief to enforce the Declaration, Bylaws or any other rights in conjunction with a claim for monetary damages not in excess of $5,000, to

endeavor to submit the matter to alternative dispute resolution in compliance with the provisions of Sections 1354(b) and 1366.3 of the Civil Code.

(3) Immediately after initiating the prosecution or defense of any civil action, making a reasonable effort, in good faith, to meet and confer with every person who is a party concerning appropriate processes for resolving the civil action, including available alternative dispute resolution proceedings; concerning appropriate processes for avoided or reducing costs or losses by the parties associated with the action; providing an opportunity to cure any alleged defect in Common Areas or Common Facilities which is the basis for the action, and providing for the scope of discovery, if any, to be conducted prior to the inception of any alternative dispute resolution procedure.

(4) Considering diversion of the prosecution or defense of any civil action to alternative dispute resolution proceedings such as mediation, non-binding arbitration, or binding arbitration.

(5) Agreeing to participate and participating fully and in good faith in the resolution of any civil action through any alternative dispute resolution proceedings, including but not limited to mediation, non-binding arbitration and binding arbitration, and paying costs reasonably incurred by the Association on account of those alternative dispute resolution proceedings.

(i) Easements and Rights of Way: The Association shall have the power to grant and convey licenses and/or easements for use and rights of way, in, on, over or under any Common Area for public utility and other purposes consistent with the provisions of this Declaration and the intended use of Wild Oak as a planned unit development.

(j) Employment of Manager: The Board shall have the power to employ the services of a manager or other employee, or a professional manager or management company, subject to the direction and control of said Board, to manage and carry out the affairs of the Association, and, to the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Board, to delegate to the manager any of its powers; PROVIDED, HOWEVER, that any contract with such professional manager or management company, and the compensation to be paid, for a term greater than one (1) year must be approved by at least fifty-one percent (51%) of the voting members of the Association. In no event shall any management agreement be for a term greater than three (3) years and said agreement shall provide for termination for cause on a maximum of ninety (90) days written notice.

(k) Services: The Board shall have the power to provide for, or engage the services of others for the maintenance, protection and preservation of the Common Area, including grounds keepers, painters, plumbers and other maintenance personnel, as the nature and character of the Common Area may require, and including such necessary personnel as the

nature and character of the facilities may require, PROVIDED, HOWEVER, that no contract for such services shall be for a duration of more than one year, except with approval of a majority of the members of the Association, and in no event for a term greater than three years. Said contract shall provide for termination for cause on a maximum of ninety (90) days written notice.

(l) Utilities: The Board shall have the power to contract, use and pay for utility services to the Common Area and the Common Facilities.

(m) Other Property: The Board shall have the power to acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise.

(n) Mergers: The Association shall have the power to the extent permitted by law, to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association, provided that any such merger or consolidation shall have the approval by affirmative vote or written consent of seventy-five percent (75%) of all Members of the Association.

(o) Dedication: The Association shall have the power to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, or any assessment, maintenance or other special district, provided that any such dedication shall have the approval either by affirmative vote or written consent of seventy-five percent (75%) of all of the members of the Association entitled to vote.

(p) Delegation: The Board may delegate any of its powers to any such committees, officers or employees as it deems necessary and proper.

6.07 Wild Oak Rules:

(a) Rulemaking Power: The Board may, from time to time, and subject to the provisions in this Declaration, propose, enact and amend rules and regulations of general application to Owners of the Lots within the project, to be known as the "Wild Oak Rules". Such rules may concern, but need not be limited to, matters pertaining to use of the Common Area and Common Facilities signs, collection and disposal of refuse; minimum standards of maintenance of property; parking, and traffic restrictions; limitations on maintenance of landscaping or other improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic, and any other subject or matter within the jurisdiction of the Association as provided in these Restrictions. Said Rules may restrict and govern the use of Common Areas by any Member, by the family of such Member, or by any invitee, licensee or lessee of such Member. Notwithstanding the foregoing grant of authority, the Wild Oak Rules shall not be inconsistent with or materially alter any provision of the other Governing Documents or the rights, preferences and privileges of Members thereunder. In the event of a material

conflict between any Wild Oak Rule and any provision of the other Governing Documents, the conflicting provisions contained in the other Governing Documents shall be deemed to prevail.

(b) Adoption and Amendment of Rules: The Wild Oak Rules may be adopted, amended or repealed from time to time as determined by the Board, provided, however, that no rule shall be adopted, amended or repealed until at least thirty (30) days after the proposed rule or rule amendments thereto shall be communicated to the Members in writing and posted at both gates. The notice describing the proposed rule or amendment shall also set forth the date, time and location of the Board meeting at which action on the proposal is scheduled to be taken. Any duly adopted rule or amendment to the Rules shall become effective immediately following the date of adoption thereof by the Board, or at such later date as the Board may determine appropriate. Any duly adopted rule or amendment shall be distributed to the Owners by mail.

(c) Distribution of Rules: A copy of the Wild Oak Rules as they may be adopted, amended or repealed from time to time, shall be mailed or otherwise delivered to each Owner. A copy of the Wild Oak Rules shall be available and open for inspection during normal business hours at the principal office of the Association.

6.08 Enforcement: In addition to all other rights and powers of the Association, the Association shall have the right and power to commence and maintain, in the name of the Association and on its behalf, or in the name of any Owner who consents thereto, actions for damages arising from, or to restrain or enjoin, or to take any reasonable action necessary to prevent any actual or threatened violation of the provisions of this Declaration, the Articles, the By-Laws, the Wild Oak Rules, the orders and awards of arbitration resolutions of the Board, or to enforce, by mandatory injunction or otherwise, including without limitation, the Association's right of entry pursuant to and in accordance with Section 6.06(e), the provisions of the foregoing. The costs of any such action or suit, including reasonable attorneys' fees shall be paid to the prevailing party. In addition, the Board may (i) temporarily suspend the voting rights of any Member; or (ii) assess monetary penalties against any Owner or other person exercising such privileges for any violation of the provisions of the foregoing, which may result in a Special Individual Assessment against such responsible Owner pursuant to Section 7.05; provided that the accused Owner or other person is given fair notice and the opportunity to be heard (in satisfaction of the minimum requirements of Section 6.09 below) with respect to the alleged violation before a decision to impose discipline is made.

6.09 Notice and Hearing: Prior to imposing any penalty provided for in this Declaration, the person subject to such penalty shall receive notice and a hearing meeting the minimum requirements of Section 7341 of the Corporations Code of the State of California and Section 1363(h) of the California Civil Code and provide the party who is entitled to the hearing with at least fifteen (15) days' prior notice of the hearing. Said notice shall set forth the reasons for imposing any proposed liability, assessment, penalty or other remedy, and shall be delivered to such person in person or by first class or registered mail. All hearings shall be informal and

the rules of evidence shall not apply. All decisions of the Board shall be rendered in writing and delivered to the disciplined party in person or by first class mail within fifteen (15) days following any action. No action shall be taken on any decision until at least five (5) days after the hearing. In the event legal counsel is retained or legal action is instituted by the Board pursuant to this section, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, and reasonable attorneys' fees.

6.10 Liability of Members of Board: No member of the Board shall be personally liable to any of its Members or to any other person, including Declarant, for any error or omission of the Association, its representatives and employees, or the Architectural Committee, provided that such Board Member has, upon the basis of such information as may be possessed by him, acted in good faith.

ARTICLE VII
FUNDS AND ASSESSMENTS

7.01 Covenant to Pay and Personal Obligation of Assessments. Each Owner of one or more Lots, by acceptance of a deed or other conveyance therefor (whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale (or a nonjudicial sale conducted in the manner provided by law for the foreclosure of a mortgage with a power of sale), covenants and agrees to pay to the Association (i) Regular Assessments, (ii) Special Assessments, and (iii) Special Individual Assessments as herein provided, as such assessments are, from time to time, fixed, established and collected. No Owner may waive or otherwise escape liability for any assessment provided for herein by nonuse of the Common Area or by abandonment.

7.02 Purpose of Assessments. All assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Subject Property and in particular for the maintenance, operation and improvement of the Common Area and Common Facilities and any real or personal property in which the Association holds an interest. All funds of the Association shall be budgeted, allocated, assessed and collected for current maintenance and operation of the project, contingencies, deferred maintenance and replacement of capital improvements and shall be designated for those specific purposes and said funds shall be used solely for the specific purpose for which said funds have been designated. The Association is hereby authorized to establish a reserve account to fund anticipated capital expenditures.

7.03 Regular Assessments:

(a) Preparation of Annual Budget. Pursuant to Section 1365 of the Civil Code and as set forth more particularly in the Bylaws, the Board shall prepare and distribute to the Members a pro forma operating budget (hereinafter called the "Budget") for each fiscal year. The Budget shall include: (i) estimated revenue and expenses on an accrual basis; (ii) the amount of total cash

reserves of the Association currently set aside for the future repair or replacement of, or addition to, those major components of the Common Area and Common Facilities which the Association is obligated to maintain and for contingencies; (iii) an estimate of the current replacement costs of, and estimated remaining useful life of, and the methods of funding used to defray the future repair or replacement of, or additions to, those major components of the Common Area and Common Facilities which the Association is obligated to maintain; and (iv) a general statement setting forth the procedures used by the Board in calculating and establishing reserves to defray the costs of repair, replacement or additions to major components of the Common Area and Common Facilities which the Association is obligated to maintain. Failure to provide a copy of the Budget shall not affect the validity of assessments based thereon, so long as an Owner receives reasonable notice before commencement of any action or proceedings to enforce collection thereof.

(b) Determination of Regular Assessment. Within thirty (30) days prior to the beginning of each subsequent fiscal year, the Board shall determine the amount by which the estimated expenses exceed the sum of expected income plus available surplus, which shall constitute the "Estimated Cash Requirement" of the Association for such fiscal year and such amount shall be assessed equally to the residential lots in Wild Oak for the succeeding fiscal year, provided that, except as provided in subparagraph (c) below, the Board may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the Association's immediately preceding fiscal year without the vote of the Members, constituting a Quorum, casting a majority of the votes at a meeting or election of the Association. Prior to the end of each fiscal year, the Lot Owners shall receive an accounting of assessment receipts and disbursements for that calendar year. If such accounting shows that a surplus of cash results in the project's current maintenance and operation account as such accounts are described in Section 7.10 below, the Lot Owners shall vote as to whether (i) to refund all or part of such surplus, (ii) carry over such surplus to future assessments, or (iii) transfer such operating surplus to the reserve account.

(c) Failure to Fix Maintenance Assessments. The omission by the Board of Directors to fix the Regular Assessments hereunder before the expiration of any year, for that or the next year, shall not be deemed a waiver of modification in any respect of the provisions of these Restrictions, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

(d) Time and Manner of Payment of Assessments: Assessments shall be due and payable in advance by the Owners to the Association during the fiscal year in equal quarterly installments, on or before the first day of each quarter, or in such other manner as the Board shall designate.

7.04 Special Assessments. Subject to the membership approval requirements set forth in Section 7.04(a)(2), the Board shall have the authority to levy Special Assessments against the Owners and their respective Lots for the following purposes:

(a) Regular Assessment insufficient in Amount.

(1) If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then, except as prohibited by Section 7.04(a)(2) below, the Board shall levy and collect a Special Assessment, applicable to the remainder of said year only, for the purpose of defraying, in whole or in part, any deficit that the Association may incur in the performance of its duties and the discharge of its obligations hereunder, which shall be assessed to the Lots in the same proportions as a Regular Assessment, to make up such inadequacy.

(2) Except as provided to the contrary in Sections 7.04(b) and (c), in any fiscal year the Board may not, without the vote or written consent of a majority of a Quorum of the Members, levy Special Assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate: (i) exceeds five percent (5%) of the budgeted gross expenses for the then current fiscal year; or (ii) causes the sum of the Regular Assessment and the Special Assessments to exceed the Regular Assessment for the preceding fiscal year by more than twenty percent (20%) of such preceding Regular Assessment. The Association Board may, in its discretion, prorate the amount of any permitted Special Assessment over the remaining months of the fiscal year or levy the assessment immediately against the Lots. Unless the time for payment is extended by the Board, a permitted Special Assessment shall be due thirty (30) days after the Board gives the Owners written notice thereof.

(b) Capital Improvements.

(1) Upon approval by the requisite percentage of Voting Members of a proposed capital improvement pursuant to paragraph (a) of section 8.01 for additional capital improvements within the Common Area (i.e., improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Facilities), the Board may levy a Special Assessment for the total estimated cost of such improvement to all members in equal amount.

(2) If at any time and from time to time a capital improvement assessment proves or appears likely to prove inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may, without obtaining any further approval from the Owners, levy a capital improvement assessment in the amount of such actual or estimated inadequacy, but not to exceed five percent (5%) of the original assessment which shall be assessed to all such Owners in equal amounts. If such additional assessment shall be in excess of five percent (5%) of the original assessment, the affirmative vote or written consent of a majority of the members shall be required for such further assessment.

(3) Any such capital improvement assessment shall be due and payable by all Owners in such installments and during such period or periods as the Board may designate.

(c) Emergency Assessments. Notwithstanding any other provision contained in Sections 7.04(a) and (b), the Board may increase assessments necessary for emergency situations. For purposes of this Section, an emergency situation is any one of the following:

(1) An extraordinary expense required by an order of court.

(2) An extraordinary expense necessary to repair or maintain the Common Area where a threat to personal safety in the Common Area is discovered.

(3) An extraordinary expense necessary to repair or maintain the Common Area, or any part of it, for which the Association is responsible, including, without limitation, the roads, that could not have been reasonably foreseen by the Board in preparing and distributing the Budget. However, prior to the imposition or collection of an assessment under this Section 7.04(c), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of assessment.

7.05 Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 7.04 above, the Board may impose Special Assessments against an Owner in any of the circumstances described in subparagraphs (1) through (4) below, provided, however, that no Special Individual Assessment may be imposed against an Owner pursuant to this Section 7.05 until the Owner has been afforded the notice and hearing rights to which an Owner is entitled pursuant to Section 6.09 hereof, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Governing Documents. Any Special Individual Assessment imposed pursuant to and in accordance with this Section 7.05 shall be due as a separate debt of the Owner payable in full to the Association within thirty (30) days after the mailing of notice of the assessment. Subject to the foregoing, the acts and circumstances giving rise to liability for Special Individual Assessments include the following:

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

(2) In the event that the Association incurs any costs or expenses, to accomplish (A) the payment of delinquent Assessments, (B) any repair, maintenance, or replacement on any Lot for which the Owner is responsible under the Governing Documents but has failed to undertake or complete in a timely fashion, or (C) to otherwise bring the Owner and his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(3) As more particularly provided in Article IV, Section 4.01(k) (and without limiting the generality of those Sections), if any Lot is maintained so as to become a nuisance, fire or safety hazard for any reason, including without limitation, the accumulation of trash, junk automobiles, or improper weed or vegetation control, the Association shall have the right to enter said Lot, correct the offensive or hazardous condition and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner.

(4) In the event any other charges or expenses not set forth in 7.05(1)-(3) which arise from an Owner's use of Common Area or Common Facilities in a disproportionate amount to Owners generally, said charges or expenses shall be assessed and charged solely against such Owner as a Special Individual Assessment.

7.06 Collection of Assessments; Enforcement of Liens.

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

(b) Effect of Nonpayment of Assessments.

(i) Creation and Imposition of a Lien for Delinquent Assessments. As more particularly provided in California Civil Code Section 1367 or comparable superceding statute, the amount of any delinquent Regular or Special, or Individual Special Assessment, together with late charges, interest and costs (including reasonable attorneys' fees) attributable thereto or incurred in the collection thereof, shall become a lien upon the Lot of the Owner so assessed only when the Association causes to be recorded in the Official Records of Sonoma County, a Notice of Delinquent Assessment executed by an authorized representative of the Association, setting forth (A) the amount of the delinquent Assessment(s) and other sums duly imposed pursuant to this Article VII and California Civil Code Section 1366, (B) the legal description of the Owner's

Lot against which the Assessment and other sums are levied, (C) the name of the Owner of record of such Lot, (D) the name and address of the Association, and (E) the name and address of the trustee authorized by the Association to enforce the lien by sale. Upon payment in full of the sums specified in the Notice of Delinquent Assessment, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

(ii) Remedies Available to the Association to Collect Assessments. The Association may initiate a legal action against the Owner personally obligated to pay the delinquent Assessment, foreclose its lien against the Owner's Lot or accept a deed in lieu of foreclosure. Foreclosure by the Association of its lien may be by judicial foreclosure or nonjudicial foreclosure by the trustee designated in the Notice of Delinquent Assessment or by trustee substituted pursuant to California Civil Code Section 2934a. Any sale of a Lot by a trustee acting pursuant to this Section 7.06(b) shall be conducted in accordance with California Civil code Sections 2924, 2924b and 2924c applicable to the exercise of powers of sale in mortgages or deeds of trust.

(iii) Nonjudicial Foreclosure. Nonjudicial foreclosure shall be commenced by the Association by recording in the Official Records of Sonoma County a Notice of Default, which notice shall state all amounts which have become delinquent with respect to the Owner's Lot and the costs (including attorneys' fees), penalties and interest that have accrued thereon, the amount of any Assessment which is due and payable although not delinquent, a legal description of the property with respect to which the delinquent Assessment is owned, and the name of the Owner of record or reputed Owner thereof. The Notice of Default shall state the election of the Association to sell the Lot or other property to which the amounts relate and shall otherwise conform with the requirements for a notice of default under California Civil Code Section 2924c, or comparable superceding statute.

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

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

(v) Effect of Delinquency. In the event any Owner fails to pay any assessment when due, and upon the decision of the Board of Directors, such Owner may be subject to all provisions of the collection policy as identified in paragraph 6.08.

7.07 Estoppel Certificate. A certificate executed by any two members of the Board setting forth the amount of any due and unpaid assessments with respect to a Lot (or the fact that all assessments due are paid, if such is the case) shall be conclusive upon the Board, the Association and the Owners in favor of any and all persons who rely thereon in good faith, and any Owner shall be entitled to such a certificate within ten (10) days after demand therefor, and upon payment of a reasonable fee not to exceed the greatest amount charged for a loan statement of condition by a major bank.

7.08 Transfer of Lot by Sale or Foreclosure. Except as otherwise provided herein, the sale or transfer of any Lot shall not affect any Assessment lien duly recorded with respect to such Lot prior to the sale or transfer thereof. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage or other mortgage or lien recorded prior to the Association's Assessment lien (collectively, "prior encumbrance"), however, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale or otherwise shall relieve the new Owner of such Lot, whether it be the former beneficiary of first mortgage or other prior encumbrance or a third party from liability for any Assessments thereafter becoming due or from the lien thereof.

Where the first Mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure of any such first Mortgage or other prior encumbrance or exercise of a power of sale contained therein, the person acquiring title, his successors and assigns, shall not be solely liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title. Instead, such unpaid Assessments shall be deemed to be Common Expenses collectible from the Owners of all of the Lots, including such acquirer, his or her successors and assigns. Furthermore, foreclosure shall not affect the Association's right to maintain an action for the collection of delinquent Assessments against the foreclosed party personally.

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

7.10 Maintenance of Assessment Funds. The assessments collected by the Association shall be properly deposited into two separate accounts with a savings and loan association, bank, or brokerage account selected by the Board, which accounts shall be clearly designated as the WILD OAK CURRENT MAINTENANCE AND OPERATION ACCOUNT and the WILD OAK DEFERRED CAPITAL MAINTENANCE AND RESERVE ACCOUNT. The assessments collected by the Association shall be held in trust by the Association for and on behalf of each Lot Owner and shall be used solely for the operation, care and maintenance of the project as provided in this Declaration. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of Wild Oak as specified in the annual budget and the Board shall allocate a portion of said funds as collected as reserves for the contingencies, replacement and deferred maintenance of the capital improvements of the project as specified in the annual budget. Said fund shall be deposited, as allocated, into the appropriate accounts and said accounts shall be separately maintained by the Association. Upon sale or transfer of any Lot by any Owner, the Owner's interest in the trust funds shall be deemed automatically transferred to the successor transferee of such owner. In the event that the Board retains a professional management service, the Board may delegate the authority to deposit or withdraw funds to responsible representatives of the professional management agent so retained. Said professional management agent may additionally be authorized to establish a common trustee account for deposit of assessments as collected. Any funds deposited in such a common trustee account shall be allocated as previously specified herein.

7.11 Limitation on Reserve Expenditures.

(a) The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement or maintenance of, or litigation involving the repair, restoration, replacement or maintenance of, major components which the Association is obligated to repair, restore, replace or maintain and for which the reserve fund was established. However, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed and describing when and how the money will be repaid to the reserve fund. Any transferred funds shall be restored to the reserve fund within one year of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of Wild Oak, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by this Section. Such a Special Assessment shall be subject to the limitation imposed in Section 7.04 of this Declaration. The Board may, at its discretion, extend the date that payment on the Special Assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of an unpaid Special Assessment. If a decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Board shall notify the Members of that decision, and of the availability of an accounting of those

expenses, in the next available mailing to all Members pursuant to Section 5016 of the Corporations Code, and the Board shall provide to the Members quarterly accountings of such litigation expenses. Such accountings shall be made available for inspection by Members at the Association office.

(b) At least once every three years, the Board shall cause a study of the reserve account requirements of the Project to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore, or maintain is equal to or greater than one-half of the gross budget of the Association for any fiscal year, excluding the funds maintained in the reserve account. As part of this study the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components which the Association is obligated to repair, replace, restore or maintain. The Board shall review this study annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review. The required study shall, at a minimum, include:

(1) Identification of the major components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the study, have a remaining useful life of less than 30 years.

(2) Identification of the probable remaining useful life of the components identified in Section (1) above as of the date of the study.

(3) An estimate of the cost of repair, replacement, restoration, or maintenance of each major component identified in Section (1) above during and at the end of its useful life.

(4) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

(c) As used in this Section 7.11, "reserve account requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace, or restore those major components which the Association is obligated to maintain.

7.12 Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties subject to any easement or other interest dedicated and accepted by the County or other local public authority and devoted to public use; and

(b) All Common Area.

ARTICLE VIII
CAPITAL IMPROVEMENTS

8.01 Petition; Association Approval:

(a) A majority of the Owners may petition the Association for the construction, installation or acquisition of a capital improvement on the Common Area. Such petition shall be in writing and be in such form and shall contain such information as the Board may require, including without limitation, preliminary plans and cost estimates. The Board may, on its own motion, move for the construction, installation or acquisition of a capital improvement, in which case such motion shall be treated as if it were a petition duly submitted by an Owner.

(b) The Board shall approve the petition if it determines that the proposed capital improvement is desirable for the beneficial use and enjoyment of the Common Area by the Lot Owners, is economically feasible, is in conformance with applicable zoning and has received all governmental required approvals.

(c) Upon the approval of such petition by the Board, the Board shall obtain firm bids on the total cost of constructing, installing, or acquiring the proposed capital improvement, and the lowest acceptable bid or bids shall be deemed the estimated total cost of such capital improvements.

8.02 Owner Approval: If the estimated total cost of the proposed capital improvement exceeds five percent (5%) of the budgeted gross expenses of the Association for the fiscal year, the Board shall present the proposed capital improvement and the estimated total cost thereof to all Owners. Said improvements shall be deemed approved if a vote by the Owners constituting a Quorum approves such capital improvement by a majority vote, whether by written ballot or a duly noticed special meeting.

8.03 Construction of Improvements: After the levy of the capital improvement assessment pursuant to Section 8.02, and at such time and upon such terms and conditions as the Association may deem appropriate, but not exceeding the estimated total cost of such capital improvement determined pursuant to subparagraph (c) of Section 8.01 above, the Board shall cause to be constructed, installed, or acquired, or contract for the construction, installation or acquisition of the proposed capital improvement.

8.04 Costs of Petition: If for any reason the construction, installation, or acquisition of the proposed capital improvement is not approved by the Board, or the Owners, all expenses incurred by the Association with respect to the proposed capital improvement shall be paid proportionately by the petitioning Owners and the Board may levy a special assessment against

said Owners for the purpose of paying such expenses. If the proposed project was initiated by the Board, such expenses shall be paid by the Association.

ARTICLE IX
ARCHITECTURAL COMMITTEE

9.01 Organization: There shall be an Architectural Committee consisting of three (3) Members. There shall also be one alternate member who may be designated by the Committee to act as substitute on the Committee in the event of absence or disability of any member.

9.02 Designation of Members and Terms of Office:

(a) Members: The Board shall appoint three (3) Members to serve on the Architectural Committee. In selecting Members for the Architectural Committee, the Board shall endeavor to select individuals whose occupations or education will provide technical knowledge and expertise relevant to matters within the Committee's jurisdiction. Committee members shall serve for one-year terms subject to the Board's power to remove any Committee member and to appoint his or her successor. The members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant hereto. Members who have resigned, been removed or whose terms have expired may be reappointed; however, no person shall serve as a member of the Architectural Committee, either regular or alternate, for a period in excess of six (6) years in any ten (10) year period.

(b) Resignation: Any member or alternate member of the Architectural Committee may at any time resign from the Committee upon written notice delivered to the Board.

9.03 Duties: It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Association, and to carry out all other duties imposed upon it by these Restrictions.

9.04 Meetings: The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by these Restrictions. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise. The members of the Architectural Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any Architectural Committee function. Requests for reimbursement shall be supported by adequate documentation and shall be submitted to, and approved by, the Board.

9.05 Architectural Committee Rules: The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote and subject to

approval by the Board, rules and regulations to be known as "Architectural Committee Rules". Said Rules shall interpret and implement the provisions hereof by setting forth (a) the standards and procedures for Architectural Committee review; and (b) the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in Wild Oak; PROVIDED, HOWEVER, that said Rules shall not be in derogation of the minimum standards required by these Restrictions.

9.06 Application for Approval of Improvements: Any Owner proposing to perform any work of any kind whatever which requires the prior approval of the Architectural Committee pursuant to Section 4.02, or any other Section of this Declaration, shall apply to such Committee for approval by notifying the Architectural Committee of the nature of the proposed work with such information as the Committee may require, including but not limited to those items delineated in the Architectural Committee Rules. If the contemplated improvement project is of a nature that does not merit extensive plans and specifications, the Architectural Committee may (but shall not be obligated to) waive or modify any of the above plan and specification requirements upon receipt of a written request from the applicant to do so.

9.07 Basis for Approval of Improvements: The Architectural Committee shall grant the requested approval only if the Committee, in its sole and absolute discretion, finds that all of the following provisions have been satisfied:

(1) The Owner shall have strictly complied with the provisions of paragraph 9.06 above;

(2) The plans and specifications conform to these Restrictions, and to the Architectural Committee Rules in effect at the time such plans were submitted to the Committee;

(3) The proposed improvements would be compatible with the standards of Wild Oak as described and set forth in the Architectural Rules; and

(4) The proposed improvement will not interfere with the reasonable use and enjoyment of any other Owner of his or her property.

(5) Notwithstanding the requirements herein, the proposed improvement must comply with all governmental rules and regulations including, but not limited to, those imposed by the City of Santa Rosa.

9.08 Approval or Rejection. Within thirty (30) days after submission of plans and specifications satisfying the requirements of Section 9.06 above, the Architectural Committee shall return one set of plans to the applicant with either a written notice of approval or disapproval or with suggestions of changes required for approval. If the Committee recommends that the plans and specifications be modified, the applicant may implement such changes to the

plans, and within thirty (30) days resubmit plans incorporating such changes for approval to the Committee, which approval shall not be unreasonably withheld so long as the applicant has complied in all material respects with the requested changes. If no written notice of approval or disapproval is received by the Owner-applicant within thirty (30) days after the applicant's plans and specifications (or revisions thereto) are submitted to the Committee, the plans shall be deemed to have been approved. In approving a request for construction of a proposed improvement, the Architectural Committee may condition approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement, color or materials modifications or similar mitigating conditions.

9.09 Proceeding with Work: Upon receipt of approval from the Architectural Committee pursuant to Section 9.08 above, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this Section 9.09, any approval given pursuant to Section 9.08 above, shall be deemed revoked unless the Architectural Committee, upon written request of the Owner made prior to the expiration of said one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted.

9.10 Failure to Complete Work: Unless the Owner has been granted an extension of time to complete the project by the Architectural Committee, the construction, reconstruction, refinishing, or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If Owner fails to comply with this paragraph, the Architectural Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 9.11 below as though the failure to complete the improvement were a noncompliance with approved plans.

9.11 Inspection of Work: Inspection of work and correction of defects therein shall proceed as follows:

(1) During the course of construction, representatives of the Architectural Committee shall have the right to inspect the jobsite to confirm that the improvement project is proceeding in conformance with approved plans and specifications.

(2) Upon the completion of any construction or reconstruction or the alteration or refinishing of the exterior of any improvements, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Committee.

(3) Within thirty (30) days thereafter the Architectural Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) days period, specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance.

(4) If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall not be more than thirty (30) days nor less than fifteen (15) days after notice of the noncompliance is given to the Board by the Architectural Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, the Architectural Committee and, in the discretion of the Board, to any other interested party.

(5) At the hearing, the Owner, the Architectural Committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Individual Assessment against such Owner pursuant to Section 7.05 hereof.

(6) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

9.12 Application for Preliminary Approval: Any Owner proposing to construct improvements requiring the prior approval of the Architectural Committee may apply to the Committee for the preliminary approval by submission of a written application for preliminary approval, which shall present sufficient detail to apprise the Architectural Committee of the general nature, location, dimensions and contemplated exterior colors and finishes of the proposed improvement. The purpose of the preliminary approval procedure is to allow an Owner proposing to make substantial improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to

apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows.

(1) Within thirty (30) days after proper application for preliminary approval, the Architectural Committee shall consider and act upon such request. The Architectural Committee shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the Architectural Committee to act within said thirty (30) day period shall constitute preliminary approval. In granting or denying preliminary approval, the Architectural Committee may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(2) Any preliminary approval granted by the Architectural Committee shall be effective for a period of ninety (90) days from the date of the issuance thereof. During said period, any application for final approval that presents complete plans and specifications for the proposed improvement consistent with the provisions of the preliminary approval and otherwise acceptable under the terms of this Declaration and the Architectural Rules, shall be approved by the Architectural Committee.

(3) In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvements. Final approval shall be based on a complete submittal conforming to the requirements set forth in Section 9.06 above, provided that the Committee may, in its preliminary approval, waive any requirements of Section 9.06 that do not pertain to the proposed improvement project.

9.13 Variances. The Architectural Committee shall be entitled to allow reasonable variances with respect to this Article IX in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships in accordance with the Architectural Rules adopted by the Committee.

9.14 Waiver: The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under these Restrictions, 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. Different locations for improvements, the size of the structure, proximity to other residences or Common Facilitates and other factors may be taken into consideration by the Committee in reviewing a particular submittal.

9.15 Estoppel Certificate: Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Committee shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Lot of

said Owner) that as of the date thereof, either (a) all improvements made and other work done upon or within said Lot comply with this Declaration and these Restrictions, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in said Lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, all Owners and any persons deriving any interest through them.

9.16 Liability: Neither the Architectural Committee nor 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 (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work of improvement, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within Wild Oak, or (d) the execution and filing of an estoppel certificate pursuant to Section 9.15, whether or not the facts therein are correct; PROVIDED, HOWEVER, that such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Architectural Committee, 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 Architectural Committee.

ARTICLE X
RIGHTS OF MORTGAGEE'S AND TRUST DEED BENEFICIARY

10.01 General: The first mortgagee's or trust deed beneficiaries of the Subject Property shall be entitled to the rights and privileges set forth in this article.

10.02 Notice of Default: The mortgagee of a mortgage or beneficiary of a deed of trust, and/or their successors and assigns, of a first mortgage or deed of trust on a Lot which mortgagee, beneficiary, successor assign has requested in writing to the association of such a notice, shall be entitled to written notification from the Association of any default by the mortgagor of any Lot in the performance of such mortgagor's obligations under the Declaration, Articles and By-Laws which is not cured within thirty (30) days.

10.03 Exemption from Rights of First Refusal: Any first mortgagee, or beneficiary under a first deed of trust who comes into possession of the Lot pursuant to the remedies provided in the mortgage for foreclosure of the mortgage, or deed of trust or assignment in lieu of foreclosure shall be exempt from any right of first refusal contained herein.

10.04 Non-Liability for Unpaid Assessments: Any first mortgagee or beneficiary of a first deed of trust who comes into possession of a Lot pursuant to the remedies provided in the mortgage or deed of trust, foreclosure of the mortgage or deed of trust shall take the property free

of any claims for unpaid assessments or charges against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a prorata share of such assessments or charges to all units including the mortgaged Lot.

10.05 Mortgagee's Approval: Unless at least seventy-five percent (75%) of the first mortgagees, based upon one vote for each mortgage owned, of Lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners thereof. The granting of easements for public utilities or other public purposes consistent with the intended use of such property by the Association and Lot Owners shall not be deemed a transfer within the meaning of this clause;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner.

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of party walls or common fences and driveways or the upkeep of lawns, plantings or other landscaping in Wild Oak.

(d) Fail to maintain fire and extended coverage insurance on insurable common property owned by the Association on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs.

(e) Use hazard insurance proceeds for losses to any common property and improvements owned by the Association or other than the repair, replacement or reconstruction of such property and improvements.

10.06 Examination of Records: First mortgage shall have the right to examine the books and records of the Association.

10.07 Insurance Proceeds and Condemnation Awards: No provision of this Declaration or the Articles shall give a Lot owner, or any other party, priority over any rights of the first mortgagees Lots pursuant to their mortgages in the case of a distribution to Lot owners of insurance proceeds or condemnation awards for losses to or a taking of common property of Wild Oak, owned by the Association or otherwise.

10.08 Management Agreements: Any agreement for professional management of Wild Oak shall provide that the management contract may be terminated for cause on a maximum of ninety (90) days written notice and the term of any such contract shall not exceed three (3) years.

10.09 Payment of Taxes and Insurance: First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of Lots duly executed by the Association.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 Amendment and Duration:

(a) Amendment: This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of the holders of not less than fifty percent (50%) of the Owners entitled to vote and holding at least fifty percent (50%) of the voting power of the Association. Notwithstanding the foregoing, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause.

(b) Effective Date of Amendment. The amendment will be effective upon the recording in the Office of the Recorder of Sonoma County a Certificate of Amendment, duly executed and certified by the president and secretary of the Association setting forth in full the amendment so approved and that the approval requirements of Section 11.01(a), above, have been duly met. Notwithstanding anything herein to the contrary, no such amendment shall affect the right of the holder of any first deed of trust or mortgage recorded prior to the recording of such amendment. If the consent or approval of any governmental authority, mortgagee or other entity is required under this Declaration to amend or revoke any provision in this Declaration, the amendment or revocation of such provision shall not become effective unless such consent or approval is obtained.

(c) Duration: The provisions of these Restrictions, including the covenants, conditions and restrictions contained herein, shall continue and be effective for a period of thirty (30) years from the date of recordation and shall be automatically extended for successive periods of ten (10) years, subject however to a review of the Declaration and Restrictions for consistency with the governing laws and regulations then in effect, or until a majority vote of the voting Owners of all of the Lots described in the subject Subdivision Map shall determine that they shall terminate.

11.02 Enforcement and Nonwaiver:

(a) Right of Enforcement: Except as otherwise provided herein the Association shall have the right to enforce any and all of the covenants, conditions and

restrictions now or hereafter imposed by these Restrictions upon the Owners or upon any property within Wild Oak.

(b) Remedies Cumulative: Each remedy provided by these Restrictions is cumulative and not exclusive.

(c) Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in these Restrictions shall not constitute a waiver of any right to enforce any such provisions or any other provisions of said Restrictions.

11.03 Condemnation of Common Areas: If at any time all or any portion of any Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the holder or holders of the fee title to such area as their interests may appear. Any such award to the Association shall be deposited into the operating fund of the Association. No Owner shall be entitled to any portion of such award, and no Owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right of participation being herein reverted exclusively to the Association, or other holder of the fee title which shall, in its name alone, represent the interests of all Lot Owners to the extent such Lot Owners have any interest.

12.04 Obligations of Owners: No Owner may avoid the burdens or obligations imposed on him by these Restrictions through non-use of any Common Area or the Common Facilities located thereon or by abandonment of his Lot. Upon the conveyance or sale of a Lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such Lot after the date of such transfer, and no person, after the termination of his status as an Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of any Owner under these Restrictions.

12.05 Construction and Severability; Singular and Plural; Titles:

(a) Restrictions Construed Together: All of the covenants, conditions and restrictions of these Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of Wild Oak, as set forth in the Preamble of this Declaration.

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

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

(d) Captions: All captions or titles used in these Restrictions are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of said Restrictions.

12.06 Enforcement by City of Santa Rosa: This Declaration is expressly stated to run to and benefit the City of Santa Rosa, and shall not be amended, cancelled or terminated without the consent of said City. To obtain such consent the Association shall use the following procedure:

(a) A copy of the proposed amendment or of the document cancelling or terminating the Declaration shall be mailed by certified mail, return receipt requested to the City Attorney of the City of Santa Rosa; and

(b) Said City Attorney shall be afforded a period of thirty (30) days to approve or disapprove said amendment, cancellation or termination. If no response is received by the association from said City Attorney during said thirty (30) day period, then the proposed amendment, cancellation or termination shall be deemed to be approved.

The Homeowners Association shall be charged with the responsibility of determining when maintenance work is necessary in accordance with the covenants and conditions created hereby. In the event that said association has not caused such maintenance work to be performed, which maintenance work is in the sole discretion of the City necessary for the preservation and utilization of the property subject to this declaration, then the City shall notify the Homeowners Association in writing of the necessity of such maintenance. If said maintenance is not performed within a reasonable time, then the City shall have the power to cause such maintenance to be accomplished and to assess the cost of said maintenance upon the Homeowners Association in accordance with the provisions of this declaration.

Date: 4-2-2003

WILD OAK HOMEOWNERS' ASSOCIATION

By: Chuck Joseph
Chuck Joseph, President

By: Jacquie Duncan
Jacquie Duncan, Secretary

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

All that real property located in the State of California, County of Sonoma described as follows:

All that real property included in and subject to Wild Oak No. 1 subdivision as set forth in the Wild Oak No. 1 Subdivision Map recorded in the Official Records of Sonoma County, California on January 9, 1978 in book 261 of Maps, Pages 323 through 326, inclusive, and Wild Oak No. 2 subdivision as set forth in the Wild Oak No. 2 Subdivision Map recorded in the Official Records of Sonoma County, California on April 28, 1978 in book 268 of Maps, Pages 3 through 5, inclusive, and Wild Oak No. 3 subdivision as set forth in the Wild Oak No. 3 Subdivision Map recorded in the Official Records of Sonoma County, California on June 8, 1978 in Book 268 of Maps, Pages 40 through 44, inclusive, and Wild Oak No. 4 subdivision as set forth in the Wild Oak No. 4 Subdivision Map recorded in the Official Records of Sonoma County, California on March 9, 1979 in book 285 of Maps, Pages 1 through 4, inclusive.

EXHIBIT B

DESCRIPTION OF COMMON AREA

All that real property set forth and described as common area in the Wild Oak No. 1 Subdivision Map recorded in the Official Records of Sonoma County, California on January 9, 1978 in book 261 of Maps, Pages 323 through 326, inclusive, and the Wild Oak No. 2 Subdivision Map recorded in the Official Records of Sonoma County, California on April 28, 1978 in book 268 of Maps, Pages 3 through 5, inclusive, and the Wild Oak No. 3 Subdivision Map recorded in the Official Records of Sonoma County, California on June 8, 1978 in Book 268 of Maps. Pages 40 through 44, inclusive, and the Wild Oak No. 4 Subdivision Map recorded in the Official Records of Sonoma County, California on March 9, 1979 in book 285 of Maps, Pages 1 through 4, inclusive.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma } ss.

On 4/4/03 (Date), before me, Lori Flook, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Chuck Josephs (Name(s) of Signer(s))

☐ personally known to me

X proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Lori Flook
Signature of Notary Public

LORI FLOOK
Commission # 1370198
Notary Public - California
Sonoma County
My Comm. Expires Aug 15, 2006

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sonoma } ss.

On 4/2/03 (Date) before me, Lori Flook, Notary Public (Name and Title of Officer (e.g. "Jane Doe, Notary Public"))

personally appeared Jacquie Duncan (Name(s) of Signer(s))

LORI FLOOK
Commission # 1370196
Notary Public - California
Sonoma County
My Comm. Expires Aug 15, 2006

personally known to me
X proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Lori Flook
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____