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DOC- 2014-0036022-00

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TWO OAKS**

SECTION 7.7 OF THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. YOU SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS ON THESE OR OTHER PROVISIONS OF THIS DECLARATION.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TWO OAKS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TWO OAKS ("**Declaration**") is made by D.R. Horton BAY, Inc., a Delaware corporation (the "**Declarant**"), with reference to the facts set forth below.

RECITALS

All initially capitalized terms used but not defined in the Recitals shall have the meanings set forth in **Article 1** of this Declaration.

A. Declarant is the owner in fee simple of that certain real property located in the City of Rocklin, County of Placer, State of California, more particularly described in **Exhibit "A"** attached hereto (the "**Property**").

B. Declarant is also the owner of, or has an interest in, that certain real property located in the City of Rocklin, County of Placer, State of California, more particularly described on **Exhibit "B"** attached hereto ("**Annexable Property**"), which may, from time to time, be annexed to and become a part of the Property in accordance with **Article 8** of this Declaration.

C. Declarant desires to develop the Property (including any real property which is hereafter annexed) as a single-family residential community.

D. Declarant also desires to impose a general plan for the development, protection, use, occupancy and enjoyment of the Property, and to establish and impose covenants, conditions, restrictions and easements upon the Property for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Property.

E. Declarant intends to convey the Property, and any and all portions thereof, subject to the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, Declarant agrees and declares that it has established, and does hereby establish, a plan for the development, protection, use, maintenance, care, occupancy and enjoyment of the Property, and has fixed, and does hereby fix, the covenants, conditions, restrictions, easements, reservations, liens and charges (hereinafter collectively referred to as the "**Covenants**") upon the Property. Each and all of the Covenants are imposed as equitable servitudes upon the Property, which shall run with the land and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and all subsequent owners of all or any portion of the Property, together with their grantees and successors in interest to the Property.

**ARTICLE 1
DEFINITIONS**

1.1 "Annexable Property" means that certain real property described in **Exhibit "B"** attached hereto, and any adjustments or modifications to such Annexable Property as the result of the recordation of any modification or adjustment in the Final Map, all or any of which Annexable Property may be annexed to the Property as set forth in **Article 8**. The Annexable Property is not subject to or burdened by this Declaration until such time as it is annexed in accordance with the procedures described in **Article 8**.

1.2 "Applicable Laws" means the entitlements for the Property and each law, regulation, rule, order or ordinance of any Governmental Agency that is applicable to the Property or any portion thereof now in effect or as hereafter promulgated.

1.3 "City" means the City of Rocklin, California.

1.4 "County" means the County of Placer, California.

1.5 "Covenants" means the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in this Declaration.

1.6 "Customer Care Program" means the Customer Care Program described in the Homeowner Maintenance Manual, which provides certain services with respect to the Lots during the first year after the conveyance of such Lots from Declarant.

1.7 "Declarant" means D.R. Horton BAY, Inc., a Delaware corporation, and any person or entity acquiring all or any portion of Declarant's interest in the Property (including all or any portion of Declarant's rights and obligations as created and established herein) pursuant to written assignments from Declarant which are recorded in the Official Records. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such Property by foreclosure, power of sale or deed in lieu of such foreclosure or sale.

1.8 "Declarant Parties" means the Declarant and its current and future affiliates, and the respective current and future directors, officers, employees, members, managers, partners, trustees, trust beneficiaries, agents, and representatives of Declarant and its current and future affiliates. As used herein, "Affiliates" means any other person or company that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person or company. "Control" as used herein is defined as possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or company, whether through the ownership of voting securities, by contract, or otherwise.

1.9 "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Two Oaks, and all amendments to this Declaration and all Supplementary Declarations as may be recorded from time to time in the Official Records.

1.10 "Drainage Facilities" means concrete drainage swales, yard drains, catch basins and other area drains and related facilities, whether surface or subterranean.

1.11 "Final Map" means each final map covering all or any portion of the Property that is recorded in the Official Records, and any adjustments or corrections thereto.

1.12 "Governmental Agency" means each federal, state, county, city, local or municipal governmental entity or quasi-governmental entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter for any portion of the Property.

1.13 "Governmental Requirements" means all Applicable Laws, subdivision requirements, zoning restrictions, map conditions (including without limitation conditions of approval issued by the City for any portion of the overall Property), and all other requirements (including all requirements to have or to obtain permits) of any Governmental Agency.

1.14 "Hazardous Materials" means any substance, material or other thing regulated by or pursuant to any Applicable Laws by reason of its potential for harm to human health or the environment, or because of its flammability, toxicity, reactivity or corrosiveness.

1.15 "Homeowner Maintenance Manual" means the manual which may be prepared by the Declarant or its consultants and provided to each Owner specifying obligations for maintenance of the Lots and Residences by the Owners, as updated and amended from time to time.

1.16 **"Improvements"** means all structures and appurtenances thereto of every kind, including without limitation Residences and all modifications to the exterior of Residences, accessory buildings, walkways, awnings, shades, screens, including materials used to screen recreational and other vehicles parked on a Lot, screen doors, skylights, room additions, garages, pavement, private driveways, fences, side yard and rear yard fences, retaining walls, patios and patio covers, pools, spas, basketball standards and other recreational facilities and equipment, irrigation equipment and all related facilities, exterior air conditioning units, streetscapes, antennas and related facilities, exterior lighting, water softening equipment, hedges, trees and other landscaping which can grow to a height in excess of any perimeter fence or wall of the Property.

1.17 **"Limited Warranty"** means the D.R. Horton 10-4-1 Limited Warranty provided by Declarant to Owners for Lots conveyed by Declarant which is contained in the Homeowner Maintenance Manual.

1.18 **"Lot"** means a plot of land which is separately numbered and shown on a Final Map, which is designed and intended for the construction of one (1) single-family Residence related Improvements.

1.19 **"Maintenance Obligations"** means each Owner's obligations to perform (i) all reasonable maintenance consistent with the terms of the Homeowner Maintenance Manual, any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided by Declarant or any manufacturer; (ii) all commonly-accepted maintenance practices to prolong the life of the materials and construction in the Residence, as updated and amended from time to time; and (iii) the maintenance obligations set forth in this Declaration.

1.20 **"Official Records"** means the Office of the County Recorder of the County where the Property is located .

1.21 **"Outdoor Improvements"** means all exterior changes or Improvements such as landscaping, hardscaping, trellises, patio covers, decks, spas, room additions, changes in grading or elevation and other similar Improvements by an Owner other than Declarant.

1.22 **"Owner"** means the record owner, whether one or more persons or entities, including Declarant, of any Lot, excluding those having such interest merely as security for the performance of an obligation.

1.23 **"Property"** means all of the real property described on **Exhibit "A"** of this Declaration and any portion of the Annexable Property which is hereafter annexed and made subject to this Declaration.

1.24 **"Residence"** means the individual dwelling (including the garage and any other appurtenant Improvements) which is constructed upon a separate Lot and which is designed and intended for use and occupancy as a single-family residence.

1.25 **"Supplementary Declaration"** means each Supplementary Declaration or similar instrument, which may be recorded by Declarant without the consent of any Owner while Declarant owns any portion of the Property or Annexable Property to do any of the following: (a) annex all or a portion of the Annexable Property to this Declaration; (b) de-annex any portion of the Property prior to conveyance to an Owner; (c) prior to annexation, delete any portion of the Annexable Property from the description of the Annexable Property attached to this Declaration; (d) make modifications or adjustment to the description of the Annexable Property to reflect Declarant's development plan or any lot line adjustments, parcel maps and final subdivision maps and/or conditions or requirements imposed by a Governmental Agency; (e) make such other complementary additions and/or modifications necessary to reflect the different character of the Annexable Property; (f) impose additional covenants and restrictions on the Annexable Property; (g) conform this Declaration or any previously recorded Supplementary Declaration to Governmental Requirements; and/or (h) make corrections or modifications to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including without limitation any exhibit attached thereto.

ARTICLE 2
GENERAL PLAN OF DEVELOPMENT AND DECLARANT'S RIGHTS

2.1 Limitations of Restrictions. Declarant is undertaking the work of developing Lots and other Improvements within the Property. The completion of the development work and the marketing and sale, rental and other disposition of the Lots is essential to the establishment of the Property as a residential community. In order that the work may be completed, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

2.2 Rights of Access and Completion of Construction. Declarant shall have the rights set forth below.

2.2.1 Access. Declarant shall have the right to do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Property and the marketing and maintenance thereof.

2.2.2 Construct Improvements. Declarant shall have the right to erect, construct, install, modify or remove and maintain within any Lot owned by it such Improvements, as Declarant may in its sole discretion, deem appropriate, establish the Property as a residential community and dispose of the Property or other community or project owned by Declarant by sale, lease or otherwise, as determined by Declarant in its sole discretion and to perform or complete any work to Improvements required for Declarant to obtain a release of any bonds posted by Declarant with the City.

2.3 The Property. The Property is planned to be improved with single-family detached Residences, but Declarant makes no representation that the Property will be developed as proposed.

2.4 Rights to Change Size and Appearance of the Property. Declarant shall not be prevented from increasing or decreasing the number of Lots that may be annexed to the Property or from changing the exterior appearance of Improvements or any other matter directly or indirectly connected with the Property in any manner deemed desirable by Declarant, if Declarant satisfies the applicable Governmental Requirements.

2.5 Marketing Rights. Nothing in this Declaration shall limit, restrict, abridge or control in any manner whatsoever the right of Declarant, its agents, representatives and employees, and Declarant's successors and assigns, to do any of the following:

2.5.1 maintain and operate model homes, advertising, sales or leasing office(s) upon any Lot owned by Declarant and conduct such advertising activities as Declarant deems necessary;

2.5.2 post and display from any Lot owned by Declarant any sign, flag, banner, billboard and other advertising and promotional devices which Declarant may, in its sole discretion, deem appropriate, irrespective of size, color, shape or materials of such items;

2.5.3 conduct any commercial activity upon any Lot owned by Declarant which reasonably relates to the development, marketing, leasing or sales of the Property, and other real property owned and controlled by Declarant; and

2.5.4 park vehicles upon any Lot owned by Declarant or any street in the Property.

Furthermore, nothing in this Declaration shall limit the right of Declarant to establish additional licenses, easements and rights-of-way in favor of Declarant, utility companies or others as Declarant, in its sole discretion, deems appropriate for the development of the Property. The foregoing rights established and reserved by Declarant shall be subject only to Applicable Laws.

2.6 Alterations to Map. At any time within three (3) years after the date that the first Lot is conveyed to an Owner other than Declarant, the boundaries of any Lot may be altered by a lot line adjustment or other change reflected on a subsequently recorded Record of Survey, parcel map, Final Map or amended Final Map, provided that the altered boundaries are approved by Declarant and all Owners of the Property involved in the boundary adjustment. Declarant may, in its sole discretion, make minor changes to the number of Lots then owned by Declarant in the Property. An alteration shall be effective upon recordation of the Record of Survey or map and, upon such recordation, the boundaries of the affected Lots shall be altered for purposes of this Declaration to conform to the boundaries as shown on the Record of Survey or map.

2.7 Supplementary Declaration. A Supplementary Declaration may be recorded by Declarant at any time without the consent of any other Owner for any of the purposes for which a Supplementary Declaration may be recorded, as described in **Section 1.25**.

2.8 Power of Attorney. Each Owner, by accepting a deed to a Lot, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Annexable Property which may be developed, if at all, by Declarant in its sole and absolute discretion, and (b) irrevocably appoints Declarant, for so long as Declarant owns all or any portion of the Annexable Property, as its Attorney-in-Fact, to prepare, execute, acknowledge and record any Final Map for all or any portion of the Property or Annexable Property regardless of whether Declarant owns any interest in the property which is the subject of such parcel map, Final Map or amended Final Map. The acceptance or creation of any mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions described in this Section.

ARTICLE 3 OWNERSHIP AND EASEMENTS

3.1 Ownership. Title to each Lot shall be conveyed in fee to an Owner. Ownership of each Lot shall include any exclusive or non-exclusive easement or easements appurtenant to such Lot which are of record or apparent, including without limitation, the easements described in this Declaration, the Final Map and the deed to the Lot.

3.2 Easements for Encroachments. Declarant hereby creates and reserves for itself, and its successors and assigns, and grants to each Owners, valid easements appurtenant to each Lot on, over and across contiguous Lots for the purposes of accommodating any natural movement or settlement of common walls or fences and appurtenant foundations and footings, and for minor engineering errors, errors in construction, reconstruction, repair, support and accommodation of any portion of said common walls and fences and for the maintenance thereof. The rights and obligations of an Owner shall not be altered in any way by such encroachment, settlement or shifting.

3.3 Easements for Utilities. The rights and duties of the Owners with respect to utility easements shall be governed by the provisions set forth below.

3.3.1 Utility Easements Shown on Final Map or Otherwise of Record. Easements have been or will be created and reserved on the Final Map or other recorded instrument for the construction, installation, maintenance, operation, repair and replacement of electric, telephone, cable television (or CATV service), water, gas, sanitary sewer and drainage facilities ("**Utility Facilities**").

3.3.2 Maintenance of Utility Facilities. Each Owner shall maintain those Utility Facilities located upon such Owner's Lot which are not maintained by the respective utility company or agency.

3.3.3 Entry Rights. Wherever Utility Facilities are installed within the Property and it becomes necessary to gain access to such Utility Facilities through a Lot owned by someone other than the Owner of the Lot served by said Utility Facilities, the Owner of the Lot served by said Utility Facilities shall have the right, and is hereby granted an easement only to the extent reasonably necessary, and only upon prior notice, except in the case of an emergency, in which case prior notices will be required to be given as

soon as reasonably practical under the circumstances, to enter upon such other Lot or to have the utility companies enter upon such other Lot to repair, replace and generally maintain said Utility Facilities.

3.3.4 Disputes. Any dispute between Owners with respect to the repair or rebuilding of the Utility Facilities, or the sharing of the cost thereof, shall, at the request of either party, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applicable before an arbitrator selected from the panels of the arbitrators of said association.

3.4 Easements for Drainage.

3.4.1 In General. There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for drainage according to the patterns for drainage created by the grading plans for the Property which have been reviewed and approved by the City, as well as according to the actual, natural and existing patterns for drainage.

3.4.2 Cross-Lot Drainage. In addition to the general drainage easements established above, there are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot on which Cross-Lot Drainage Facilities are located for drainage through the Cross-Lot Drainage Facilities on Lots that are part of the same cross-lot drainage system as the benefited Lot. The easements created, granted and reserved in this paragraph shall be in the locations where the Cross-Lot Drainage Facilities are actually installed.

3.5 Easements for Construction, Sales and/or Leasing. Declarant hereby reserves nonexclusive easements for access, ingress and egress on, over, under, through and across the Property as necessary to construct the Residences and all other Improvements within the Property, and to carry on normal sales or leasing activity, including, without limitation, the operation of model homes and sales or leasing offices, and the display of promotional signs, banners, flags, balloons and exhibits and other promotional activities in connection with the sale or lease of Lots in the Property or for other projects being marketed and sold by Declarant.

3.6 Easements for Common Walls and Fences. There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for the placement and maintenance of all common walls or fences, where such walls or fences were originally installed by Declarant, regardless of whether such walls or fences are located precisely upon the boundary separating two (2) Lots. Those Owners who have a common wall or fence which adjoin their Lots and effectively creates the boundary line between such Lots shall equally have the right to use such wall or fence, and each shall have the exclusive right to the use of the interior surface of the wall or fence facing such Owner's Residence. No Owner shall drive nails, screws, bolts or other objects more than half way through any common wall or fence, interfere with the adjacent Owner's use and enjoyment of the common wall or fence, or impair, in any way, the structural integrity of the common wall or fence. In the event that any portion of such wall or fence, except the interior surface of one (1) side, is damaged or injured from any cause, other than negligence or willful the act or omission of either party, it shall be repaired or rebuilt at the Owners' joint expense. Where damage to the wall or fence as caused by the negligence or willful acts or omissions of one party, the general rules of law regarding party walls and liability for property damage shall apply. Each Owner shall be solely responsible for maintaining the interior surfaces of the party wall or fence facing such Owner's Residence.

3.7 Amendment to Eliminate Easements. Any attempt to modify or eliminate this Section shall require the prior written approval of Declarant, so long as Declarant is the Owner of a Lot or any of the Annexable Property. Failure to gain such prior written approval shall render any such amendment void and without legal effect.

**ARTICLE 4
USE RESTRICTIONS**

4.1 Declarant. None of the restrictions set forth in this **Article 4** shall apply to Declarant.

4.2 Residential Uses. Each Residence shall be used as a private dwelling and for no other purpose. No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Lot or within any Residence. Notwithstanding the foregoing, this Section shall not preclude activities which do not create any external evidence thereof, including, without limitation, any increased impact on parking, provided that such activities are conducted in conformance with all Applicable Laws and are merely incidental to the use of the Residence as a single family dwelling.

4.3 Prohibited Dwelling Structures. At no time shall any garage, basement, attic, outbuilding, tent, shack, shed, trailer, camper, motorhome, boat or structure of any kind within the Property, except for the one (1) Residence constructed upon each Lot, be used as a dwelling.

4.4 Installation and Maintenance of Landscaping. Subject to the provisions set forth in this Declaration regarding architectural and landscaping approval, each Owner shall, at such Owner's own cost and expense, maintain such Owner's Lot in a neat, clean, safe and attractive condition at all times, in accordance with the Maintenance Obligations, so as to preserve the aesthetic quality of the Property. Each Owner shall be responsible for the maintenance and upkeep of landscaping and irrigation within all portions of such Owner's yard. Yards shall be maintained free of all weeds, rubbish, trash and debris at all times. Plans and specifications, including the nature, type and kind of all proposed landscape and irrigation Improvements, and the dimensions thereof, must be submitted to Declarant for approval, in accordance with the provisions of **Article 6** of this Declaration. Each Owner shall install landscaping on any portion of Owner's yard not landscaped by Declarant within six (6) months following the conveyance of such Lot from Declarant to an Owner.

4.5 Drainage. Each Owner covenants and agrees not to obstruct or otherwise interfere with the Drainage Facilities, including any Cross-Lot Drainage Facilities, installed by Declarant pursuant to the approved grading plans for the Property, nor shall such Owner obstruct, redirect, alter or otherwise interfere with, in any manner whatsoever, the established drainage patterns for such Owner's Lot, or regrade or otherwise reconstruct his or her Lot in any manner which will result in the alteration of the established drainage pattern or in any way redirect, impede or otherwise impair the flow of drainage waters across such Owner's Lot without obtaining the proper permits or approval by the City for such Improvements. Each Owner shall regularly inspect and, if necessary, clean out any Drainage Facilities located on such Owner's Lot. If it is necessary to alter said drainage pattern for the protection and use of such Owner's Lot, the Owner will make adequate provisions for proper drainage in accordance with the appropriate governmental grading ordinance.

4.6 Signs. Subject to the provisions of California Civil Code Sections 712 and 713, as same may be amended, from time to time, no sign of any kind shall be displayed to the public view on or from any Lot, except one (1) "for sale," "for lease" or "for exchange" sign of reasonable size on any Lot, which shall be permitted to include directions to the Lot, the Owner's or agent's name, and the Owner's or agent's address and telephone number, and one (1) sign indicating that the Lot (and Residence) is protected by a security alarm system. All signs permitted under this Section shall conform to all Applicable Laws.

4.7 Animals. No animals, fowl, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers nor in violation of any applicable local ordinance or any other provision of this Declaration. As used herein, "unreasonable numbers" shall mean any number in excess of the maximum number of animals of a particular kind permitted by the City to be kept and maintained on a Lot. Animals belonging to Owners, occupants or their licensees, tenants or invitees must be either kept within an enclosure, an enclosed yard or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, each Owner shall be liable to each and all other Owners, their families, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of such Owner's family, tenants or invitees. It shall be the absolute duty and responsibility of each such Owner to clean up after such animals.

4.8 Post Tension Slabs. The concrete slab for the Residences will be reinforced with a grid of steel cables which were installed in the concrete and then tightened to create very high tension. This type of

slab is commonly known as a “**Post Tension Slab.**” Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Residence and/or personal injury. By accepting a deed to a Lot, each Owner specifically covenants and agrees that: (a) such Owner shall not cut into or otherwise tamper with any Post Tension Slab; (b) such Owner shall not knowingly permit or allow any person to cut into or tamper with the Post Tension Slab, (c) such Owner shall disclose the existence of the Post Tension Slab to any tenant, lessee or subsequent purchaser of the Lot; and (d) such Owner shall indemnify and hold Declarant Parties free and harmless from and against any and all claims, damages, losses, or other liability (including attorneys' fees) arising from any breach of this Section.

4.9 Windows. No window in any Residence shall be covered, in whole or in part, inside or outside, with aluminum foil, newspaper, reflective tint or paint or any other material reasonably deemed inappropriate for such use by Declarant; provided, however, that an Owner may use plain white or other neutral colored sheets to cover windows for a period not to exceed six (6) months after the close of escrow pending the installation of drapes, curtains, shutters, blinds or other appropriate interior window coverings.

4.10 Nuisances. No Owner shall commit or permit any nuisance within the Property or commit or suffer any illegal act to be committed thereon. No noxious activities or excessive noise shall be permitted within the Property.

4.11 Compliance With Applicable Laws. Each Owner shall comply with all Applicable Laws.

4.12 Exterior Painting. No Owner shall paint the exterior of the Owner's Residence or any other exterior Improvements within unless the paint color is consistent with the applicable code standards and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with the surrounding color scheme of the Property.

4.13 Repair and Reconstruction. In the event of damage or destruction to a Residence or other portion of a Lot (“**Damaged Improvement(s)**”), the Owner shall promptly, after the damage or destruction (a) commence to restore, repair, rebuild or reconstruct such Damaged Improvement(s) and diligently pursue such reconstruction to completion, or (b) clear such Owner's Lot and maintain the same clear of all debris, weeds, rubbish and other unsightly and unsafe materials. If the Owner elects to rebuild, all repairs and restoration shall be completed in a good and workmanlike manner, consistent with Governmental Requirements and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with surrounding Improvements.

4.14 Parking and Vehicular Restrictions. None of the following (collectively “**Prohibited Vehicles**”) shall be parked, stored or kept on the Property: bus, aircraft, inoperable vehicle; or any vehicle or vehicular equipment constituting a nuisance. No Prohibited Vehicle shall be parked, stored or kept on any Lot except wholly within an enclosed garage, and then only if the garage door is capable of being fully closed with the Prohibited Vehicle located within the garage. Prohibited Vehicles shall not be allowed in any driveway or other exposed parking areas within the Property except for purposes of loading, unloading, making deliveries or emergency repairs (“**Transitory Use**”); provided, however, that no Transitory Use shall extend over more than twenty-four hours during any seven (7) consecutive days. Notwithstanding the foregoing, the streets providing access to the Property are public streets which are outside of the jurisdiction of Declarant and may be controlled only by the City. No Owner shall park, store or maintain a recreational vehicle (including without limitation any camper unit, motorhome, trailer, boat trailer, or similar vehicle), within the Property. Garages shall be used only for parking and storage of vehicles, and shall not be used for living or business purposes. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the garage. No repair (other than emergency repair) or restoration of any motor vehicle, operable or inoperable, or equipment shall be conducted upon a driveway or other exterior areas of a Lot.

4.15 Solar Energy Systems. Nothing in this Declaration shall be interpreted to restrict the right of any Owner to install or use any solar energy system on the Owner's Lot or Residence, in conformance with Applicable Laws, any applicable Supplementary Declaration and any other applicable covenants or

restrictions. For this Declaration, a solar energy system is defined as stated in California Civil Code Section 801.5, as may be amended.

4.16 Antennae and Satellite Dishes. No Owner shall install any antenna, satellite dish, or other over-the-air receiving device that is of a size larger than is permitted under Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000 and any other Applicable Laws or rules or decisions promulgated with respect thereto.

4.17 Leasing. No Owner shall be permitted to rent or lease such Owner's Lot for transient or hotel purposes, or for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement.

4.18 Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

4.19 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, gravel, earth or any earth substance or other mineral of any kind. Notwithstanding the foregoing, nothing in this Declaration shall be deemed to prohibit, impair or in any way limit the rights of Declarant or any Declarant Parties (and any successors and assigns to Declarant's rights) to drill for, explore for, mine and/or remove any subsurface resources from the Property, and Declarant and any successors and assigns to Declarant's rights shall have such rights, including, without limitation, the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnel and shafts within or beyond the exterior limits of the Property.

4.20 Unsightly Articles. No unsightly articles, including clotheslines, woodpiles, garbage cans, storage boxes, tools and equipment shall be permitted to remain on any portion of a Lot which is visible from any street or from any other Lot within the Property, unless such items are obscured from view by a fence or other appropriate screen. All garbage cans put out for collection shall be exposed to the view of neighboring Lots for only a reasonable period of time.

4.21 Hazardous Materials. Any Hazardous Materials within the Property shall be disposed of in compliance with Applicable Laws. Owners are encouraged to consult with the Governmental Agencies and the refuse hauler in the area of the Property concerning the proper disposal of any Hazardous Material. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any public street or any storm drain or storm-water conveyance system within the Property. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, County and City requirements as prescribed in their respective containers. Owners shall indemnify, defend and hold harmless any other Owner, including Declarant and the Declarant Parties, and any other Owner's tenants and invitees, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from Hazardous Materials kept, maintained or released on the Property.

4.22 Reduction of Pollutants in Storm Water.

4.22.1 Generally. Each Owner acknowledges that water that enters a storm drain may flow directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that impairment of the water quality may have an impact on the environment. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the State Water Resources Control Board and the Regional Water Quality Control Board prohibit discharging anything other than surface runoff and drainage associated with storm events and snow melts into storm drainage systems, including gutters and streets which drain into storm drains. Disposal of pollutants and materials into

a storm drain system may result in significant penalties and fines. Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers or others, etc.) who dispose of pollutants from Owner's Lot into a storm drain system. Discharges of water associated with landscape irrigation, lawn watering, dechlorinated swimming pool discharges and noncommercial washing of vehicles in residential zones shall be made only in accordance with all Applicable Laws.

4.22.2 Storm Water Pollution Prevention Best Management Practices. To comply with the requirements of the City in connection with the storm-water pollution prevention best management practices, each Owner agrees that it will, at all times, maintain all Improvements on Owner's Lot in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. If Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot, and has sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles on an Owner's Lot shall be covered and closed at all times. Each Owner of a Lot is obligated to comply with any storm-water pollution prevention best management practices implemented from time to time by the Governmental Agencies.

4.22.3 Right of Entry. Declarant and Declarant's agents and employees shall have the right to enter upon any Lot (other than the interior of the Residence situated thereon) to perform the Maintenance Obligations required to be performed by the Owner to the extent required under this **Section 4.22**. This right of entry by Declarant shall continue until Declarant's notice of termination is approved by the Regional Water Quality Control Board and the State Water Resources Control Board.

4.22.4 Indemnification. An Owner who does not comply with the storm-water requirements described above shall indemnify, defend and hold harmless the City, any other Owner, Declarant, the Declarant Parties and such Owner's tenants and invitees, from all damages, losses, fines, penalties, causes of action, liabilities, costs and expenses, including, without limitation, remedial costs and attorneys' fees resulting directly or indirectly any noncompliance with such storm-water runoff requirements or from the Owner's failure to maintain the Owner's Lot pursuant to the terms set forth in this Section and any Applicable Laws.

4.23 Water Supply and Water Softener Systems. No individual water supply or water softener system, nor any sewage disposal system shall be permitted on the Property unless such system is designed, located, constructed and equipped in accordance with Governmental Requirements.

4.24 No Easements for View Purposes; Disclaimer. Neither Declarant nor the employees or agents of Declarant, have made any representations whatsoever concerning the view, if any, that a particular Lot or other Improvement thereon will enjoy. There are no express or implied easements whatsoever appurtenant to any Lot for view purposes, or for the passage of light and air across any other Lot or any real property not within the Property, regardless of whether such Lot is owned by Declarant. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that walls and fences constructed by Declarant, and further construction, development and growth of landscaping, both within the Property and in the immediate vicinity of the Property may impair the view from such Owner's Lot, and each Owner hereby expressly consents to any such impairment.

4.25 City-Required Disclosures. The City has required disclosure of certain matters be made to purchasers of some or all of the Lots in the Project, as follows:

4.25.1 Food Distribution Warehouse. A food distribution warehouse facility operates on the adjacent/nearby property (APN 017-081-024) and operates on an up to 24 hour daily basis. The distribution facility generates noise and odors at levels consistent with industrial facilities on industrially zoned property, including idling and/or operating diesel trucks. Other adjacent properties (APN 017-081-024, 048, 054, & 055) also have zoning that could allow similar industrial uses.

4.25.2 Sound Wall. The masonry wall on Lots 102, 105, 137 and along the Lots adjoining food distribution plant are required to mitigate noise impacts on those Lots from nearby industrial uses and

therefore may not be removed or altered without prior and express written approval by the Community Development Department of the City of Rocklin.

4.25.3 Single-Story Limitation. All structures built on the following Lots in the Property (to the extent such Lots have been made part of the Property) shall be limited to a single story: Lots 37 through 46, 84 through 90, 95, 96, 104, 265 and 266.

ARTICLE 5 MAINTENANCE

5.1 Maintenance of Lots. Each Owner shall be responsible for and shall bear all costs of maintaining such Owner's Lot and all Improvements thereon. Each Owner shall be responsible for maintaining and keeping street trees, if any, in good condition at all times. Any action by an Owner to remove or replace any street tree must first be reviewed and approved the City.

5.2 Performance of the Maintenance Obligations By Owner. Each Owner shall perform and comply with the Maintenance Obligations and each Owner is further obligated to provide a copy of the Homeowner Maintenance Manual and other materials describing the Maintenance Obligations to any successors in interest and/or subsequent purchasers of such Owner's Lot.

5.3 Walls and Fences. Each Owner whose Lot, or portion thereof, is improved with a block wall or fence, or a combination thereof, which borders the perimeter of the Property shall be responsible for maintaining, repairing and replacing that portion of the block wall or fence in good condition and free from graffiti at all times. In addition, each Owner shall maintain all walls and fences on their Lot as set forth in **Section 3.6** of this Declaration.

5.1 Retaining Walls. The Owner of a Lot on which a retaining wall is located shall maintain any drainage system installed in conjunction with the retaining wall, whether above-ground or below-ground, in proper working order, and all drainage lines shall be regularly cleaned and cleared of debris, silt and other materials. Water shall not be allowed to flow onto the base of any retaining wall. Prior to installing any Improvements within an area either side of a retaining wall that is equal in width to two times the height of the retaining wall, replacing any fence post constructed into the retaining wall, or undertaking any other activity which could affect, impair, impact or alter the retaining wall, the owner must engage a geotechnical engineer duly licensed by the State of California and follow the recommendations of such engineer.

5.2 Drainage. Unless otherwise set forth in this Declaration, all Drainage Facilities, including without limitation Cross-Lot Drainage Facilities, located on each Owner's Lot shall be maintained by said Owner free and cleared of any weeds, rubbish, mud, silt or other debris. In the event said Owner does not comply with this maintenance responsibility and the drainage devices impact the adjoining Lots, the Owner(s) of said Lot(s) is/are hereby granted a nonexclusive easement across the adjacent Lot as necessary to maintain, clear and repair the Drainage Facilities to ensure proper drainage.

ARTICLE 6 ARCHITECTURAL APPROVAL

6.1 Architectural Approval. Until the date of the conveyance of the last Lot in the Property to an Owner by Declarant, no Outdoor Improvements shall be installed upon a Lot until the plans and specifications therefore showing the nature, design, kind, shape, height, width, color, materials, and location have been submitted to and approved by Declarant in accordance with the procedures set forth in **Sections 6.2 and 6.3 ("Plans")**. To the fullest extent permitted by Applicable Laws, Declarant Parties shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any act, omission of negligence in connection with the approval, conditional approval or disapproval of Plans. Declarant may, in its discretion and at any time, waive its approval rights granted under this **Article 6**, subject to such terms and conditions as Declarant may impose.

6.2 Submittal of Plans. The initial address, until otherwise changed for submission of Plans to Declarant is:

Architectural Review - Two Oaks
c/o D.R. Horton BAY, Inc.
5050 Hopyard Road, Suite 180
Pleasanton, CA 94588
Attn: Forward Planning

Any Owner desiring to install any Outdoor Improvement requiring Declarant's approval shall submit Plans to Declarant either: (i) by nationally recognized overnight courier with receipt for delivery, or (ii) by United States certified or registered mail, postage prepaid, return receipt requested. All Plans for Outdoor Improvements requiring a City permit shall have been prepared by an architect, engineer or designer licensed or certified by the State of California, or by such other person, including an Owner, as may be approved in writing, by Declarant.

6.3 Architectural Approval - Review of Plans. Declarant shall have the right, but not the obligation, to promulgate reasonable guidelines ("**Design Guidelines**") against which to examine any request made pursuant to this **Article 6** in order to ensure that the Plans are in conformance and harmonious with the exterior design and existing materials of the buildings in the Property. No Outdoor Improvement shall be commenced by an Owner until the Plans have either been (i) approved in writing by Declarant, or (ii) deemed approved by Declarant pursuant to the procedures set forth below. Until receipt by Declarant of any information as may be required herein, Declarant may postpone review of any Plans submitted for approval. Any application submitted pursuant to the provisions of **Section 6.2** above shall be deemed approved, unless written disapproval or a request for additional information or materials by Declarant shall have been transmitted to the applicant within forty-five (45) days after the receipt by Declarant of all required materials.

6.4 Submittal to City - Right of Declarant to Review Changes. Upon obtaining the written approval of Declarant, the Owner shall thereafter submit Plans to the appropriate Governmental Agency, if the proposed Outdoor Improvements require the issuance of a building permit or other approval. If the approvals of the Governmental Agency are not obtained or the Outdoor Improvements are not installed within six (6) months from the date of approval by Declarant, Declarant shall have the right, but not the obligation, to review all previously-approved Plans. In addition, if the Governmental Agency requires modifications to the Plans previously approved by Declarant, the Owner shall submit to Declarant all such modifications and Declarant shall have the right, but not the obligation, to review and to impose further conditions on the modified Plans.

6.5 Approval of Governmental Agency. Approval of any Outdoor Improvement by Declarant shall not be construed to warrant or represent in any way that the Outdoor Improvement meets Governmental Requirements. Similarly, approval of any Outdoor Improvement by the Governmental Agency shall not be construed to constitute approval of such Outdoor Improvement by Declarant.

6.6 Conflicts Between Governmental Requirements and Declarant Requirements. In the event of any conflict in the Governmental Requirements and Declarant's requirements for the proposed Outdoor Improvements, the more restrictive requirements shall be controlling. Nothing herein shall limit Declarant from imposing requirements which are more restrictive than requirements imposed by any Governmental Requirements.

6.7 Construction of Improvements. Any work approved pursuant to this Article shall be performed in accordance with the provisions set forth below:

6.7.1 Performance of Work. Except in the case of an emergency, all work shall be performed during reasonable daylight hours. All persons performing such work shall use their best efforts to minimize the duration of the work and the inconvenience to other Owners. All work shall be performed in a neat and orderly manner, and all reasonable safety precautions shall be taken during the performance of such work.

6.7.2 Indemnification. The Owner of any Lot upon which any work for any Improvement is being performed shall indemnify, protect, defend and hold harmless Declarant, the Declarant Parties and every other Owner from and against any and all liability arising out of or otherwise resulting from any negligent or intentional act or omission relating to the performance of such work.

6.8 Approval Not Waiver; Enforcement. The approval or disapproval by Declarant of any Plans for Outdoor Improvements shall not be deemed to constitute a waiver by Declarant of its right to object to, or approve of, the same features or elements embodied in Plans submitted for approval for use on any other Lot.

6.9 Non-Liability for Approval. If Declarant approves any Plans, such approval only constitutes approval of the architectural design and does not constitute approval of: (a) engineering design, (b) compliance with Applicable Laws, (c) compliance with regulations of any public utility, or (d) any easements or other agreements affecting the applicable Lot. By approving such Plans, Declarant Parties assume no liability or responsibility therefor, or for any defect in any Outdoor Improvement, or for any obstruction or impairment of view caused or created as a result of any Outdoor Improvements. Each Owner, by acceptance of a deed to a Lot, agrees (i) that Declarant shall not be responsible for any damages or injuries that may result from the installation or maintenance of Outdoor Improvements by such Owner; and (ii) to indemnify and hold Declarant Parties harmless from and against any and all liabilities, claims, damages, costs, losses, proceedings, and causes of action, including, without limitation, attorney's fees, arising from such Owner's construction, installation, demolition, repair or use of Outdoor Improvements.

6.10 Prohibited Actions. Declarant shall not approve modifications to and no Owner shall modify or otherwise alter any wall or fence originally constructed by Declarant. Notwithstanding the foregoing, if any wall or fence originally installed by Declarant is damaged or destroyed, the Owner of the Lot or Lots upon which the damaged or destroyed fence or wall is located, shall reconstruct said wall or fence to the same style and appearance as when originally constructed by Declarant, at such Owner's sole cost and expense.

6.11 Owner Acknowledgement. Each Owner understands and, by acceptance of a deed to a Lot, acknowledges that this Declaration does not provide for the formation or maintenance of an architectural review committee of homeowners in the Property. The formation of such a committee would require an amendment to this Declaration. Each Owner further understands and, by acceptance of a deed to a Lot, acknowledges that the Property is not considered to be a common interest development, as more particularly defined in California Civil Code Section 4000 et seq. Consequently, if an amendment to this Declaration is made for the establishment of an architectural review committee by the Owners, any Owner who serves as a member of such architectural review committee is not protected under any liability insurance or directors' and officers' insurance coverage that might customarily be purchased by a homeowners association in a common interest development, nor are such committee members indemnified from and against any loss, cost, liability and expense that may be imposed upon such members in connection with any claim, action, suit or proceedings, or threat thereof, made or instituted, in which such members may be made a party by reason of an action alleged to have been taken or omitted as a member of such architectural review committee.

ARTICLE 7 ENFORCEMENT

7.1 Enforcement Rights. Except as otherwise specifically set forth in **Section 7.7** below, Declarant and any Owner of any Lot shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the Covenants imposed by this Declaration, including, without limitation, the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said Covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

7.2 Violation of Covenant Deemed Nuisance. The result of every act or omission whereby any of the Covenants are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the Governmental Agencies or by any Owner.

7.3 Remedies Are Cumulative. The remedies herein provided for breach of the Covenants shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

7.4 Failure to Enforce Covenants. The failure of Declarant or any Owner to enforce any of the Covenants shall not constitute a waiver of the right to enforce the same thereafter.

7.5 Effect of Breach on Mortgagees. A breach of the Covenants shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by said Covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

7.6 Non-Adversarial Procedure for Statutory Construction Claims. Owners shall first try to resolve any claims or disputes for construction defects under the warranty provided by Declarant. Any claims or disputes for construction defects pursuant to California Civil Code Sections 895, et seq. which are not warranty claims ("**Construction Defect Claims**") shall be subject to the non-adversarial procedures set forth in California Civil Code Sections 910 through 938 ("**Non-Adversarial Procedures**"), prior to the initiation of any mediation, arbitration or other proceeding. These procedures impact the legal rights of Owners with respect to the Property. According to the terms of the Civil Code, the Non-Adversarial Procedures will not apply if Declarant does not or cannot comply with the requirements set forth therein if a claim arises. If the Non-Adversarial Procedures provided in California Civil Code Sections 910 through 938 fail to resolve any claim of construction defect or if the claim is not resolved under any warranty provided by Declarant, such claim shall be resolved in accordance with the procedures set forth below.

7.7 Alternative Dispute Resolution. The purpose of this **Section 7.7** is to provide an expedited means of resolving any claims, disputes and disagreements which may arise between an Owner and Declarant or among (i) Declarant (including any affiliated general contractor of Declarant as defined in California Civil Code Section 911) and (ii) any Owner, after the close of escrow or other conveyance of any portion of the Property by Declarant concerning the Property, Limited Warranty and/or the Customer Care Program that are not resolved pursuant to any applicable statutory dispute resolution procedures (individually referenced to herein as "**Dispute**" and collectively as "**Disputes**"). Initially, Declarant will attempt to resolve any Dispute asserted by an Owner of which it is given notice. If the Dispute cannot be resolved between the parties in this manner, the parties will proceed to mediation, according to the procedures set forth below. If the matter is not resolved by the mediation process, it will be decided through the arbitration procedure as set forth below. Alternatively, Declarant or an Owner may elect to resolve such Disputes through a small claims court proceeding. **THIS PROCESS INVOLVES WAIVER OF THE RIGHT TO A JURY TRIAL. BY EXECUTING THIS DECLARATION AND BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, RESPECTIVELY, DECLARANT AND EACH OWNER, AGREE TO BE BOUND BY THE PROVISIONS OF THIS SECTION 7.7.**

7.7.1 Mediation. Subject to the provisions of **Section 7.7.2(c)(v)** below, and except for actions in small claims court or Disputes that have already been mediated, Owners and Declarant agree to submit any and all Disputes to mediation with Judicial Arbitration and Mediation Services ("**JAMS**") prior to commencing arbitration. The cost of mediation shall be paid by Declarant. Each party to the mediation shall bear its own attorneys' fees and costs.

7.7.2 Arbitration.

(a) Agreement to Arbitrate. If a Dispute is not resolved through mediation, each Owner and Declarant shall resolve such Dispute exclusively through binding arbitration. This arbitration provision shall apply to Disputes of any kind or nature regardless of the nature of the relief sought.

(b) Waiver of Trial by Judge or Jury. By agreeing to resolve all Disputes through binding arbitration, each Owner and Declarant each give up the right to have their respective claims and defenses decided by a judge or a jury. All claims and defenses shall instead be decided by the arbitrator, or by the appeal arbitrator(s), if applicable.

(c) **Rules Applicable to All Cases.** The arbitration will be conducted by JAMS in accordance with the JAMS rules (“**JAMS Rules**”) then applicable to the claims presented, as supplemented by this **Section 7.7**. The following supplemental rules shall apply to all arbitration proceedings and shall govern in the event of a conflict between the rules set forth below and the rules of JAMS Rules.

(i) **Qualifications of Arbitrators.** The arbitrator shall be neutral and impartial and either a retired judge or a member or former member of the California State Bar with at least fifteen (15) years’ experience as a practicing lawyer.

(ii) **Appointment of Arbitrator.** The arbitrator to preside over the Dispute shall be selected in accordance with the JAMS Rules, but no later than sixty (60) days after a notice of claim is filed.

(iii) **Expenses.** All fees charged by JAMS and the arbitrator shall be advanced by Declarant. If Declarant is the prevailing party in the arbitration, the arbitrator may, in his or her discretion and only to the extent permitted by law and the JAMS Minimum Standards of Procedural Fairness, direct the Owner to reimburse Declarant for the Owner's pro rata share of the JAMS fee and arbitrator's fee advanced by Declarant.

(iv) **Venue.** The venue of the arbitration shall be in the County where the Property is located unless the parties agree in writing to another location.

(v) **Preliminary Procedures.** If state or federal law requires an Owner or Declarant to take steps or procedures before commencing an action in court, then the Owner or Declarant must take such steps or follow such procedures, as the case may be, before commencing the arbitration. For example, any claims or Disputes pursuant to California Civil Code Section 895 et seq. as hereafter amended may be subject to the non-adversarial procedures set forth in California Civil Code Section 910 through 938, prior to the initiation of any arbitration or small claims court proceeding against Declarant.

(vi) **Participation by Other Parties.** An Owner and Declarant, to the extent any such party is defending a claim in the arbitration, may, if it chooses, have all necessary and appropriate parties included as parties to the arbitration.

(vii) **Rules of Law.** The arbitrator must follow California substantive law (including statutes of limitations) but strict conformity with the rules of evidence is not required, except that the arbitrator shall strictly conform to all laws relating to privilege and work product. The arbitrator shall be authorized to provide all recognized remedies available at law or equity for any cause of action.

(viii) **Attorneys' Fees and Costs.** Each party shall bear its own attorneys' fees and costs (including expert witness costs) in the arbitration.

(d) **Additional Rules Applicable To Certain Cases.** In any arbitration in which a claim of an Owner or Declarant exceeds Two Hundred Fifty Thousand Dollars (\$250,000) in value, the following additional rules will supplement the JAMS Rules and govern in the event of a conflict between the following rules and the rules set forth above, the JAMS Rules, or both.

(i) **Qualifications of Arbitrator.** In addition to the requirements of **Section 7.7.2(c)(i)** above, the arbitrator shall be a retired judge of the California Superior Court, a California Court of Appeal, or the California Supreme Court.

(ii) **Rules of Law.** The California Evidence Code shall apply.

(iii) **Written Decision.** Within thirty (30) days after the hearing is closed, the arbitrator must issue a written decision. If an Owner or Declarant request it, the arbitrator must issue a reasoned award.

(e) **Procedure for Appeal of Certain Cases.** In any arbitration in which a claim or arbitration award of Owner or Declarant exceeds Five Hundred Thousand Dollars (\$500,000) in value, Owner and Declarant hereby adopt and agree to the JAMS Optional Appeal Procedure. The following additional rules will supplement the JAMS Optional Appeal Procedure and govern in the event of a conflict between the following rules and the JAMS Optional Appeal Procedure.

(i) **Right of Appeal.** There shall be no right to appeal unless the oral evidence received by the arbitrator was preserved in a manner such that it can be converted to an accurate and reliable written transcript.

(ii) **Appellate Panel.** An appeal shall be decided by one (1) neutral appeal arbitrator unless either party, within the time permitted for the appointment of the appeal arbitrator, elects to have the appeal decided by a panel of three (3) appeal arbitrators. Any party who elects to have an appeal decided by a panel of three (3) appeal arbitrators agrees to be solely responsible for the cost of having two (2) additional appeal arbitrators. The sole appeal arbitrator, or at least one member of any panel of three (3) arbitrators, shall have prior experience as a member of an appellate panel of the California Court of Appeal.

(iii) **Issues on Appeal.** The only issues that may be considered on appeal are: (1) whether the award of money was excessive; (2) whether the award of money was insufficient; (3) whether the arbitrator awarded non-monetary relief that was inappropriate; and (4) whether a party who received non-monetary relief should have received other or additional relief. A majority of the appeal arbitrators may affirm the arbitration award or make any alternative award they find to be just, but they must not reject the arbitrator's decisions (a) that a particular party is entitled to relief of some nature or amount, or (b) that a particular party is responsible to provide relief of some nature or amount.

(iv) **Expenses and Costs on Appeal.** The fees charged by JAMS and the appeal arbitrator(s) shall be advanced by Declarant, except as provided in **Section 7.7.2(e)(ii)** above. The party who files the appeal must, at its sole expense, provide JAMS and all non-appealing parties with a certified copy of the hearing transcript, and must provide JAMS with copies of all documentary evidence and all other tangible evidence received by the arbitrator. If more than one party appeals, the appealing parties must share equally the cost of the transcript and copies of all other documentary and tangible evidence received by the arbitrator. The appeal arbitrator(s) may, within thirty (30) days of the decision, award costs of the nature provided in the Federal Rules of Appellate Procedure. If Declarant is the prevailing party on appeal, the appeal arbitrator(s) may, in his, her or their discretion and only to the extent permitted by law and JAMS Minimum Standards of Procedural Fairness, include the non-prevailing party(ies)' pro rata share of the JAMS fee and arbitrator's fee advanced by Declarant in the award of costs on appeal.

(v) **New Evidence.** The appeal arbitrator(s) must not receive new evidence. The appeal arbitrator(s) must make their decision based only on the evidence that was presented to the arbitrator, except that the appeal arbitrator(s) may visit any site involved in the Dispute.

7.7.3 Federal Arbitration Act. Because many of the materials and products incorporated into the Residence are manufactured in other states, the development and conveyance of the Property evidences a transaction involving interstate commerce. Accordingly, the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as it may be hereafter amended will govern the interpretation and enforcement of the arbitration provisions set forth herein.

7.7.4 Final and Binding Award. The decision of the arbitrator or, if an appeal is heard, the decision of the appeal arbitrator(s), shall be final and binding. A petition to confirm, vacate, modify or correct an award may be filed in any court of competent jurisdiction in the County in which the Property is located, but the award may be vacated, modified or corrected only as permitted by the Federal Arbitration Act.

7.7.5 Severability. In addition to and without limiting the effect of any general severability provisions of this Declaration, if the arbitrator or any court determines that any provision of this **Section 7.7** in

unenforceable for any reason, that provision shall be severed, and proceedings agreed to in this **Section 7.7** shall be conducted under the remaining enforceable terms of this **Section 7.7**.

7.7.6 AGREEMENT TO ARBITRATE. DECLARANT, BY EXECUTING THIS DECLARATION, AND EACH OWNER, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, AGREE TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT AND DECLARANT AND EACH OWNER ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, THE FEDERAL ARBITRATION ACT SHALL CONTROL. DECLARANT AND, EACH OWNER ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS **SECTION 7.7**. IF DECLARANT OR AN OWNER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT.

ARTICLE 8 ANNEXATION OF ANNEXABLE PROPERTY; SUPPLEMENTARY DECLARATIONS

8.1 Annexation. Declarant, its successors and assigns shall have the right, at any time, and from time to time, to add all or any portion of the Annexable Property to the Property, and to subject such Annexable Property to the Covenants of this Declaration by recording a Supplementary Declaration with respect to such portion of the Annexable Property to be annexed in accordance with the provisions of this Article. If Declarant is not the owner of the Annexable Property being annexed, then the owner of such property shall also execute any Supplementary Declaration which annexes such owner's property. All or any portion of the Annexable Property may be annexed to and become subject to this Declaration without the approval or assent of the Owners. The Annexable Property is not subject to or burdened by this Declaration until such time as the Annexable Property is annexed in accordance with the procedures described in this Article. Upon the recording of a Supplementary Declaration annexing any portion of the Annexable Property, the Covenants contained in this Declaration shall apply to the Annexable Property as if it were originally covered in this Declaration and originally constituted a portion of the Property.

8.2 Effective Date of Annexation. Any Supplementary Declaration recorded on any of the Annexable Property shall become effective immediately upon its recordation in the Official Records of the County.

8.3 Right of De-Annexation. Declarant hereby reserves the right to de-annex any Annexable Property which may be annexed to the Property pursuant to this Declaration, and to delete said property from the scheme of this Declaration, provided that the de-annexation shall be made prior to the closing of the sale of the first Lot in the property to be de-annexed.

8.4 Amendments to Supplementary Declarations. Notwithstanding any other provisions in this Declaration to the contrary, a Supplementary Declaration may be amended by the requisite affirmative vote of Owners, as set forth in **Article 6**, in only the Annexable Property described in said Supplementary Declaration rather than all Owners in the Property, on condition that (a) such amendment applies only to the Annexable Property described in said Supplementary Declaration, (b) that such amendment shall not revoke or otherwise contradict any of the other Covenants set forth in this Declaration and (c) that the consents described in **Section 9.7** have been obtained.

ARTICLE 9 GENERAL PROVISIONS

9.1 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively

deemed to have consented and agreed to the Covenants contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

9.2 Rights of Lender. Any Owner may encumber such Owner's Lot by a deed of trust or mortgage. The beneficiary of any bona fide deed of trust or mortgage made in good faith and for value encumbering any portion of the Property is referred to in this paragraph as a "lender." A breach of any of the provisions of this Declaration shall not affect or impair the lien or charge of any lender. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is non-curable or of a type which is not practical or feasible to cure, but otherwise this Declaration shall be binding upon and effective against any Owner who acquires title by foreclosure, by Trustee's sale or otherwise. It is intended that any loan to facilitate the resale of any portion of the Property after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value.

9.3 Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

9.4 Term. The Covenants shall run with and bind the Property for a term of sixty (60) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by the then Owners of a majority of the Lots, agreeing to terminate said Covenants, in whole or in part, has been recorded within one (1) year prior to the termination of the initial sixty (60) year term, or within one (1) year prior to the termination of any successive ten (10) year period.

9.5 Covenants Running With The Land. Each of the Covenants 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 superior to all other encumbrances applied against or in favor of any portion of the Property.

9.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use, occupancy and enjoyment of the Property. The Article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

9.7 Amendments. Prior to the conveyance of a Lot to a member of the public, Declarant shall be entitled to amend, modify, remove and/or restate this Declaration by an instrument executed by Declarant and recorded in the Official Records. Subsequent to the conveyance of a Lot to a member of the public, this Declaration may be amended only by the written assent of the Owners of at least sixty-seven percent (67%) of the Lots. This Section shall not be amended to allow amendments by less than a majority of the Owners. So long as Declarant is the Owner of one (1) or more Lots in the Property or the Annexable Property, no amendment, restatement or revocation of any provision of this Declaration shall be effective without the prior approval of Declarant, which approval shall be evidenced by Declarant's written consent to the recordation of such an amendment, restatement or revocation. An amendment made in accordance with the provisions of this Section shall be effective when it is set forth in writing, executed before a notary public by the requisite number of Owners and recorded in the Official Records. Upon such recordation, the amendment shall be binding upon all Owners and all mortgagees, regardless of whether such Owner or such mortgagee consented to such amendment.

9.8 Notices. All notices other than Plans delivered pursuant to **Article 6** permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid. Any such notice shall be directed as follows:

If to Declarant: D.R. Horton BAY, Inc.
5050 Hopyard Road, Suite 180

Pleasanton, CA 94588
Attention: Forward Planning

If to an Owner: To the street address of the Residence or other address the Owner may request

9.9 No Racial Restriction. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of such Owner's Lot on the basis of race, sex, color or creed.

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

9.11 Exhibits. All exhibits referred to herein are incorporated by reference.

9.12 Statutory References. All references in this Declaration to various statutes, codes, regulations, ordinances and other laws shall be deemed to include those laws in effect as of the date of this Declaration and any successor laws as may be amended from time to time.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth below.

Date: 5-27-14

"DECLARANT"

D.R. Horton BAY, Inc., a Delaware corporation

By: [Signature]
Name: Dean K Mills
Title: ASST VICE president

STATE OF CALIFORNIA)
COUNTY OF Alameda)

On 5-27-14, before me, Tiffany M Zamora, Notary Public, personally appeared Dean K Mills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature

(Seal)

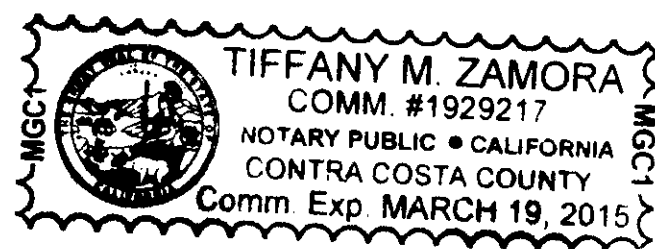


EXHIBIT "A"

PROPERTY

That certain real property in the City of Rocklin, County of Placer, State of California, more particularly described as:

PARCEL ONE

Lots 1 through 29, inclusive, 68 through 77, inclusive, 158 through 175, inclusive, and 211 through 231, inclusive, shown on that subdivision map entitled "WEST OAKS SUBDIVISION – UNIT 2" filed on December 31, 2013 in Book CC of Maps, at Page 79, in the Official Records of Placer County, California.

PARCEL TWO

Lots 30 through 67, inclusive, 78, 79, 154 through 157, inclusive, 176 through 179, inclusive, and 207 through 210, inclusive, shown on that subdivision map entitled "WEST OAKS SUBDIVISION – UNIT 3" filed on April 4, 2014 in Book CC of Maps, at Page 82, in the Official Records of Placer County, California.

EXHIBIT "B"

ANNEXABLE PROPERTY

PARCEL 1 - West Oaks Subdivision - Unit 1

All that real property situate in the City of Rocklin, County of Placer, State of California, located in Section 11, Township 11 North, Range 6 East, M.D.M. and being portion of that certain "Remainder" parcel shown on that Subdivision Map entitled, "West Oaks Subdivision - Unit 2", filed for record in the office of the Recorder of said County in Book 'CC' of Maps, at Page 79. More particularly described as follows:

BEGINNING at the Northwest property corner of said "Remainder" parcel, said Point of Beginning also being on the Southerly Right-of-Way of West Stanford Ranch Road, a public road; thence from said POINT OF BEGINNING, along the Northerly property line of said "Remainder" and the Southerly Right-of-Way line of said "West Stanford Ranch Road", the following six (6) courses and distances,

- (1) Along the arc of a curve to the right, concave to the Southeast from a radius point that bears South 35°06'46" East, having a radius of 2,131.00 feet, through a central angle of 17°45'39" and an arc length of 660.58 feet;
- (2) North 83°11'38" East, 58.97 feet;
- (3) Along the arc of a non-tangent curve to the right, concave to the Southeast, from a radius point that bears South 15°47'09" East, having a radius of 2,121.00 feet, through a central angle of 03°17'52" and an arc length of 122.08 feet;
- (4) North 68°31'56" East, 58.97 feet;
- (5) Along the arc of a non-tangent curve to the right, concave to the Southeast, from a radius point that bears South 10°55'18" East, having a radius of 2,131.00 feet, through a central angle of 06°05'18" and an arc length of 226.44 feet to a point of tangency;
- (6) North 85°10'00" East, 379.19 feet;

thence leaving said North property line and said South right-of-way line, along the Westerly subdivision boundary of said "West Oaks Subdivision - Unit 2", the following eight (8) courses and distances,

- (1) South 41°08'27" East, 25.33 feet;
- (2) North 85°10'00" East, 6.20 feet;
- (3) South 04°50'00" East, 59.59 feet;
- (4) North 85°10'00" East, 5.00 feet to a point of curvature;
- (5) Along the arc of a non-tangent curve to the right, concave to the Northwest from a radius point that bears South 85°10'00" West, having a radius of 20.00 feet, a central angle of 90°00'00" and an arc length of 31.42 feet;
- (6) South 04°50'00" East, 46.00 feet;
- (7) Along the arc of a non-tangent curve to the right, concave to the Southwest, from a radius point that bears South 04°50'00" East, having a radius of 20.00 feet, a central angle of 90°00'00" and an arc length of 31.42 feet;
- (8) South 04°50'00" East, 80.00 feet;

thence leaving said Westerly subdivision boundary, South 85°10'00" West, 265.50 feet; thence, South 04°50'00" East, 146.00 feet; thence, South 85°10'00" West, 13.50 feet; thence, South 04°50'00" East, 100.00 feet; thence, South 85°10'00" West, 65.11 feet; thence, South 85°53'03" West, 68.36 feet; thence, South 81°17'34" West, 78.88 feet; thence, South 78°42'00" West, 68.36 feet; thence, South 76°17'33" West, 68.36 feet; thence, South 73°41'59" West, 78.88 feet;

thence, South 71°06'24" West, 68.36 feet; thence, South 68°41'57" West, 68.36 feet; thence, South 66°06'23" West, 78.88 feet; thence, South 63°30'49" West, 68.36 feet; thence, South 61°06'22" West, 68.36 feet; thence, South 59°27'04" West, 25.62 feet; thence, South 59°00'00" West, 96.25 feet; thence, North 31°00'00" West, 10.00 feet; thence, South 59°00'00" West, 101.19 feet; thence, North 33°00'00" West, 506.04 feet to the POINT OF BEGINNING of this Description.

Said Property contains 14.658 acres, more or less.

PARCEL 2 – West Oaks Subdivision - Unit 4

All that real property situate in the City of Rocklin, County of Placer, State of California, located in Section 11, Township 11 North, Range 6 East, M.D.M. and being portion of that certain "Remainder" parcel shown on that Subdivision Map entitled, "West Oaks Subdivision - Unit 2", filed for record in the office of the Recorder of said County in Book 'CC' of Maps, at Page 79. More particularly described as follows:

BEGINNING at the Southwest property corner of said "Remainder" parcel; thence from said POINT OF BEGINNING, along the West line of said "Remainder" parcel, the following four (4) courses and distances:

1) North 31° 00' 00" West, 549.93 feet; 2) North 59° 00' 00" East, 64.25 feet;
3) North 31° 00' 00" West, 129.86 feet; 4) North 59° 00' 00" East, 201.77 feet; thence leaving the West line of said "Remainder" parcel, North 59° 00' 00" East, 101.19 feet; thence South 31° 00' 00" East, 10.00 feet; thence North 59° 00' 00" East, 96.25 feet; thence North 59° 27' 04" East, 25.62 feet; thence North 61° 06' 22" East, 68.36 feet; thence North 63° 30' 49" East, 68.36 feet; thence North 66° 06' 23" East, 78.88 feet; thence North 68° 41' 57" East, 68.36 feet; thence North 71° 06' 24" East, 68.36 feet; thence North 73° 41' 59" East, 78.88 feet; thence North 76° 17' 33" East, 68.36 feet; thence North 78° 42' 00" East, 68.36 feet; thence North 81° 17' 34" East, 78.88 feet; thence North 83° 53' 03" East, 68.36 feet; thence North 85° 10' 00" East, 65.11 feet; thence South 04° 50' 00" East, 100.00 feet; thence South 85° 10' 00" West, 19.61 feet;
thence South 04° 50' 00" East, 46.00 feet; thence along the arc of a non-tangent 20.00 foot radius curve to the right, concave to the Southwest, from a radius point that bears South 04° 50' 00" East, through a central angle of 90°, an arc length of 31.42 feet; thence non-tangent to the preceding curve, North 85° 10' 00" East, 46.00 feet; thence along the arc of a non-tangent 20.00 foot radius curve to the right, concave to the Southeast, through a central angle of 90°, an arc length of 31.42 feet; thence North 85° 10' 00" East, 93.90 feet; thence South 04° 50' 00" East, 252.23 feet; thence South 31° 00' 00" East, 13.21 feet; thence South 59° 00' 00" West, 931.23 feet; thence South 31° 00' 00" East, 34.00 feet to a point on the South boundary of said "Remainder" parcel; thence along said South boundary, South 59° 00' 00" West, 274.42 feet to the POINT OF BEGINNING of this description.

Said Property contains 17.018 acres, more or less.