

RESTATED NOVEMBER 23, 1990
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FOXMOOR
(A PORTION OF WESTLAKE)

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RESTATED

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOXMOOR
(A PORTION OF WESTLAKE)**

PREAMBLE

THIS RESTATED DECLARATION is made this 23rd day of October, 1990, by the FOXMOOR PROPERTY OWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation; also commonly known and referred to herein as "FOXMOOR", the management association for the owners of the real property in the County of Ventura described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

The property described in Exhibit "A" is part of a larger land area developed by AMERICAN-HAWAIIAN STEAMSHIP COMPANY into the community known as WESTLAKE.

The area from which the FOXMOOR development was created possesses great charm and natural beauty which both the original developer and the ASSOCIATION intend to preserve. Through the use of a planned development there has been created an appealing residential community accessible to shopping and recreational facilities. Nearby water areas provide additional recreational opportunities and enhance the natural beauty of the development.

It is the purpose of this RESTATED DECLARATION to provide a means for maintaining, controlling and preserving the area as a residential community with the amenities desirable for residential living. It is assumed that purchasers of property in FOXMOOR and other developments within Westlake will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this RESTATED DECLARATION. It is to preserve the beauty and appeal of FOXMOOR and the entire Westlake community for all future owners that this RESTATED DECLARATION is made, and the intention of the ASSOCIATION is that the covenants, conditions and restrictions contained herein shall be understood and construed to achieve that objective.

ARTICLE I

DEFINITIONS

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

Architect The term “Architect” shall mean a person holding a license to practice architecture in the State of California under authority of Division 3, Chapter 3 of the Business and Professions Code of the State of California.

Architectural Committee The term “Architectural Committee” shall mean the committee created pursuant to Article IV.

Architectural Committee Rules The term “ARCHITECTURAL COMMITTEE RULES” shall mean rules adopted by the ARCHITECTURAL COMMITTEE pursuant to Section 4.04.

Articles The term “ARTICLES” shall mean the ARTICLES of Incorporation of the FOXMOOR PROPERTY OWNERS’ ASSOCIATION which were filed in the Office of the Secretary of the State of California, as said ARTICLES may from time to time be amended.

Assessed Value The term “Assessed Value” shall mean the aggregate value of any lot and the improvements located thereon as from the time shown on the latest Assessment Roll of the County of Ventura.

Association The term “ASSOCIATION” shall mean the FOXMOOR PROPERTY OWNERS’ ASSOCIATION, the nonprofit mutual benefit corporation described in Article V, including its successors and assigns.

Beneficiary The term “Beneficiary” shall mean a mortgagee under mortgage as well as a beneficiary under a deed of trust.

Board The term “BOARD” shall mean the BOARD of Directors of the ASSOCIATION.

By-laws The term “BY-LAWS” shall mean the BY-LAWS of the ASSOCIATION which are or shall be adopted by the ASSOCIATION as such BY-LAWS may from time to time be amended.

Committee The term “Committee” shall mean the ARCHITECTURAL COMMITTEE.

Common Area The term “Common Area: shall mean all of the real property so classified in accordance with Section 3.01.

Declaration The term “DECLARATION” shall mean the RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for FOXMOOR, also known as the FOXMOOR RESTRICTIONS, as amended from time to time.

Deed of Trust The term “DEED OF TRUST” shall mean a mortgage as well as a deed of trust.

Family The term “family” shall mean one or more persons whether or not related to the other by blood, marriage or legal adoption, who maintain a common household in a dwelling, provided that such dwelling shall contain at least 120 square feet of sleeping area for the first two residents and an additional 70 square feet of sleeping area for each additional resident. As used herein, the term “sleeping area” shall include only areas traditionally used for sleeping, such as bedrooms, and shall not include living rooms, family rooms, kitchens, or other rooms in a dwelling not traditionally used for sleeping.

File The term “File” shall mean, with reference to any subdivision map, the filing of said map in the Office of the Recorder of the County of Ventura, State of California.

Fiscal Year The term “Fiscal Year” shall mean the year from July 1 through June 30.

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

Lot The term “Lot” shall mean any parcel of real property designated for residential use on any subdivision map and pertaining to property which is subject to this DECLARATION.

Manager The term “Manager” shall mean the person or corporation appointed as such pursuant to Paragraph D of Section 5.05.

Member The term “Member” shall mean a person who is a member of the ASSOCIATION pursuant to Section 5.02.

Mortgagee The term “Mortgagee” shall mean a beneficiary under, or a holder of, a deed of trust as well as a mortgagee.

Notice The term “Notice” shall mean a notice delivered pursuant to Section 7.05.

Operating Fund The term “Operating Fund” shall mean the fund created for the receipts and disbursements of the “ASSOCIATION,” pursuant to Section 6.01.

Owner Subject to the following provisions, the term “OWNER” shall mean the person or persons holding the beneficial ownership of any lot:

(a) OWNER shall include the purchaser of a lot under an executory contract for the sale of real property only if it is a real property sales contract as defined in Section 2985 of the Civil Code of the State of California, as said Section may be amended;

(b) For the purposes of Article III, unless the context requires otherwise, “OWNER” shall include the family, invitees, licensees and lessees of any “OWNER” together with any other person or persons holding any possessory interest granted by such “OWNER” in any lot.

Record/Recorded The term “Record” shall mean, with respect to any document, the recordation of said document in the Office of the County Recorder of the County of Ventura, State of California.

Recreational Area The term “Recreational Area” shall mean all of the real property annexed, conveyed, leased or otherwise transferred to the ASSOCIATION and designated for use as Recreational Area subject to the FOXMOOR RESTRICTIONS.

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

Single Family Area The term “Single Family Area” shall mean any lot or group of lots so classified in accordance with Section 3.01.

Single Family Residential Use The term “Single Family Residential Use” shall mean occupation and use of a single family dwelling in conformity with the FOXMOOR RESTRICTIONS and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

Subdivision Map The term “Subdivision Map” shall mean:

(a) any final map within the meaning of the provisions of Division 4, Part 2, Chapter 2 of the Business and Professions Code of the State of California,

(b) any final plan within the meaning of the provisions of Division 2, Part 4, Title 6 of the Civil Code of the State of California, or (c) any final record of survey map within the meaning of the provisions of Division 4, Part 2, Chapter 2 of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

Visible From Neighboring Property The term “Visible from Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Westlake or Westlake Village The term “Westlake” or “Westlake Village” shall mean the total development, existing and planned, constructed or to be constructed on a land area of approximately 11,780 acres developed by AMERICAN HAWAIIAN STEAMSHIP COMPANY and surrounding the community of FOXMOOR.

Foxmoor The term “FOXMOOR” shall mean all of the real property referred to in Section 2.01 together with such other real property as may from time to time be annexed thereto pursuant to the provisions of Section 2.02.

Foxmoor Restrictions The term “FOXMOOR RESTRICTIONS” shall mean the covenants, conditions and restrictions set forth in this RESTATED DECLARATION, as it may from time to time be amended or, with respect to annexed property, supplemented pursuant to Sections 2.02, and 7.01.

Foxmoor Rules The term “FOXMOOR RULES” shall mean the rules adopted by the BOARD of the ASSOCIATION, as they may be in effect from time to time pursuant to the provisions of Section 5.06.

ARTICLE II

PROPERTY SUBJECT TO THE FOXMOOR RESTRICTIONS

SECTION 2.01 General Declaration Creating Foxmoor

ASSOCIATION hereby declares that all of the real property located in the County of Ventura, State of California, described in Exhibit A, which is attached hereto and incorporated herein by this reference, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the FOXMOOR RESTRICTIONS, meaning the covenants, conditions and restrictions set forth in this RESTATED DECLARATION. All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the FOXMOOR RESTRICTIONS shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of the ASSOCIATION, all OWNERS and their Successors in interest.

SECTION 2.02 Annexation of Additional Real Property by Others

Real property partially and wholly owned by persons other than the original developer may be annexed to and become a part of FOXMOOR pursuant to the provisions of this Section.

A. Annexation Procedures The annexation of any such property shall become effective in accordance with the following procedure:

- (1) All persons owning a fee simple interest in the property proposed to be annexed shall execute and acknowledge an offer of annexation: (a) describing the subject property, (b) offering annexation, (c) consenting to the application of the FOXMOOR restrictions to said property, (d) declaring that said offer of annexation shall be irrevocable for a period of ninety days from the date thereof, (e) showing the land use classifications to be applicable to said property (including a map, plat or adequate written description thereof), (f) setting forth in a DECLARATION attached to the offer such additional or different covenants, conditions and restrictions and land use classifications, if any, which shall be applicable to said property upon annexation and (g) containing such additional information as the BOARD may prescribe. Said offer shall be addressed to the BOARD and shall be presented with the annexation fee prescribed by it which shall not exceed the sum of \$5,000.

(2) Within fifteen days after receipt of any such application for annexation, the BOARD shall call a special meeting of the ASSOCIATION to hear and consider the application for annexation. The OWNERS shall be notified in writing of the date chosen for the meeting which shall not be sooner than fifteen days after the date of the notice. Such notice shall also be sent to the persons who executed the application for annexation. At such special meeting, the BOARD shall hear and consider the views of any OWNER or other interested person.

(3) After hearing the views of all interested parties and considering the application for annexation, the BOARD shall consider the proposal and, in its absolute discretion, make its determination upon the basis of compatibility of the proposed annexation with the other portions of FOXMOOR, the potential effect upon existing recreational facilities of use by members in the proposed annexation area, the additions to the budget of the ASSOCIATION required to service the additional area in comparison with the revenues which could be raised by assessment thereof, the compatibility of the restrictions proposed for the annexation area with the development which has occurred in Westlake, and such other matters as the BOARD may deem proper. The action of the BOARD shall be by majority vote.

(4) In the event the BOARD approves the proposed annexation, the matter shall be voted upon by the owners (not including persons who executed the application for annexation). The election shall be held within thirty days after the special meeting and at least ten days' notice thereof shall be given to the OWNERS. A majority of the OWNERS voting in said election shall be sufficient to approve the annexation. In the event the BOARD disapproves the proposed annexation, the offer shall be deemed withdrawn and shall be of no further effect.

(5) Upon the conclusion of any such election, the BOARD shall give written notice of the results thereof to all OWNERS and to all persons who executed the offer of annexation. If a majority of OWNERS voting in said election votes against the annexation, the proposed annexation shall be deemed defeated and no portion of the property involved therein shall be made the subject of any subsequent annexation application for a period of one year from the date of such election. If a majority votes in favor of the annexation, the BOARD shall record a certificate setting forth the results of the election together with the original offer of annexation. Upon recordation of said documents, the annexation shall become effective.

B. Effect of Annexation. Upon any such annexation becoming effective, the property subject thereto shall become and constitute a part of FOXMOOR, and the ASSOCIATION shall have and shall accept and exercise jurisdiction over such property.

SECTION 2.03 Presumption of Valid Annexation

As to any person who in good faith acts or refrains from acting in reliance upon the apparent annexation of property pursuant to Section 2.02, as evidenced by the DECLARATION or other documents thereunder, it shall be conclusively presumed that all of the requirements of Section 2.02 have been complied with and that such property is properly annexed to FOXMOOR.

ARTICLE III

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 3.01 Land Classifications

All land within FOXMOOR is divided into the following classifications:

- A. Single Family Areas
- B. Common Areas
- C. Recreational Areas

The classifications for the land described in Exhibit A are set forth in Exhibit B which is attached hereto and incorporated herein by this reference. When property is annexed to FOXMOOR the use classifications thereof shall be established by the annexation DECLARATION covering said property.

SECTION 3.02 Single Family Areas: Permitted Uses and Restrictions

Single Family Areas shall consist of lots and other areas restricted to Single Family Residential Use. 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 Areas shall be improved and used exclusively for singly family residential purposes. No gainful occupation, profession, trade, regular sales activity or other non-residential 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 hereof subject to all of the provisions of the FOXMOOR RESTRICTIONS.

B. Animals No animals or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot within Single Family Areas and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No structure for the care, housing or confinement of any animal

or bird shall be maintained as to be Visible From Neighboring Property. Upon the request of any OWNER the BOARD shall determine, in its sole discretion, whether for the purposes of this Paragraph a particular animal or fowl shall be considered to be a house or yard pet, a nuisance or whether the number of animals or fowl on any lot is reasonable. No hooped animals of any kind shall be considered house or yard pets – under any circumstances.

C. Antennas No antenna for transmission or reception of television signals or any other form of electromagnetic radiation, including, but not limited to, satellite dish antennas, shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise.

D. Utility Service No lines, wire 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.

E. Improvements and Alterations No improvement, 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 the original developer to an OWNER or annexed to FOXMOOR, whichever is later, shall be made or done without the prior approval of the ARCHITECTURAL COMMITTEE given pursuant to the terms of Section 3.03 hereof, except as specifically authorized herein.

F. 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 of a dwelling shall be removed immediately after the completion of construction.

G. Trailers, Boats and Motor Vehicles No mobile home, trailer of any kind, permanent tent, or similar structure, and no truck camper 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 any Single Family Area in such a manner as will be visible From Neighboring Property; 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.

H. Maintenance of Lawns and Plantings Each OWNER shall keep all shrubs, trees, grass and plantings of every kind on his lot, including set back areas and planted areas between adjacent sidewalks and the street curb, if any, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. The requirements of this Paragraph are subject to the provisions of Paragraph R, MAINTENANCE OF INDIGENOUS OAKS. The

ASSOCIATION shall have the right at any time to plant, replace, maintain and cultivate trees, shrubs or lawns on each lot within an area bounded by the line represented on the tract map by a dashed line adjacent to any dedicated street and a line drawn toward the interior of such lot and parallel to and six feet distant from such dashed line. No OWNER shall remove, alter, injure or interfere in any way with any tree or shrub placed in such area by GRANTOR 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 any lot at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such trees, shrubs or lawns and shall not be liable for trespass for so doing.

I. 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 Single Family Area lot.

J. Repair of Buildings No building, structure or fence, upon any lot shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

K. Trash Containers and Collection All garbage and trash shall be placed and kept in covered containers of the 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 visible for collection and then only the shortest time reasonably necessary to effect such collection.

L. Clothes Drying Facilities Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible From Neighboring Property.

M. Sidewalk Encroachments No tree, shrub or planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk or other pedestrian way from ground level to a height of ten feet without the prior approval of the ARCHITECTURAL COMMITTEE obtained pursuant to Section 3.03 hereof.

N. Right of Entry During reasonable hours any member of the ARCHITECTURAL COMMITTEE or any member of the BOARD, or any authorized representative of any of them, shall have the right after reasonable notice 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 the FOXMOOR RESTRICTIONS have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

O. Mineral Exploration No property within Single Family Areas 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.

P. 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 Areas 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 FOXMOOR.

Q. Removal of Trees In order that the natural beauty of Westlake may be preserved, no living tree having a height of six feet or more shall be destroyed or removed from any lot in Single Family Areas after the transfer of such lot or parcel by the original developer to an OWNER by any subsequent OWNER, or the annexation thereof into FOXMOOR, whichever occurs later, without the express written consent of the ARCHITECTURAL COMMITTEE. In the event of a violation of this Paragraph, the BOARD shall cause such tree to be replaced with another tree. The OWNER of such lot shall reimburse the ASSOCIATION for all expenses incurred by it in performing its obligations under this Paragraph; provided, however, that with respect to the replacement of any tree the OWNER shall not be obligated to pay an amount in excess of the expenses which would have been incurred by the ASSOCIATION had it elected to replace the destroyed or removed tree with a tree similar in type or size.

R. Maintenance of Indigenous Oaks One of the most appealing natural features of Westlake is the Profusion of oak trees indigenous to the area. The preservation of these trees presents certain problems when their natural environment is altered from open pasture land to a cultivated residential community. To provide for a uniform method of cultivation and maintenance, the BOARD shall make provisions for maintenance service to be rendered to OWNERS whose lots contain one or more indigenous oak trees (*Quercus Lobata*) on such terms and in such manner as the BOARD in its judgment deems appropriate. All OWNERS shall share pro rata the expense of such maintenance assessment levied pursuant to Section 6.02 hereof.

S. Disease 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.

T. Restriction on Further Subdivision No lot in Single Family Areas shall be further subdivided nor shall any less than all of any such lot be conveyed or any easement or other interest given therein without the prior written approval of the ARCHITECTURAL COMMITTEE.

U. Setback Limitation Where residences with two-story walls with windows are constructed on adjacent lots, the wall of one such residence may be situated up to within six feet from the lot line between the residences so long as the facing two-story wall is located at least twenty feet away. No structure other than a patio or similar improvement shall be constructed in said twenty-foot separation.

V. Signs No signs whatsoever (including but not limited to commercial and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any lot within Single Family Areas except:

- (1) Such signs as may be required by legal proceedings;
- (2) Residential identification signs of a combined total face area of seventy-two square inches or less for each lot.
- (3) During the time of construction of any residence or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and
- (4) During the time of solicitation for the sale or rent of any residence, a “for sale” or “for rent” sign, reasonable in appearance, pursuant to the guidelines issued by the Westlake Joint Board to advertise individual parcels of residential real property. The color of such signs shall be the traditional brown and gold. The face area of such signs shall not exceed six square feet.
- (5) Political signs erected and maintained on any lot within sixty (60) days prior to a scheduled election which shall be removed within ten (10) days following such election.

W. Hazards No OWNER shall permit any action, conduct, item or condition to exist upon their Lot, or as a result of their actions, that in any way imperils or jeopardizes the safety, well being, or person or property of the ASSOCIATION, another OWNER, or their guests. This includes, but it is not limited to, having any property obstruct any public walkways, bike lanes, streets or obstructing a clear view of crosswalk, playground, common area, or school areas. Furthermore, no OWNER shall possess harmful, toxic, or hazardous materials upon their property without the prior approval in writing of the BOARD.

SECTION 3.03 Single Family Areas: Construction and Alteration of Improvements

A. Application for Approval of Improvements Any OWNER, and their designated agents, proposing to perform any work of any kind whatever which requires the prior approval of the ARCHITECTURAL COMMITTEE pursuant to Section 3.02, shall apply to such Committee for approval by notifying the ARCHITECTURAL COMMITTEE of the nature of the proposed work, (see items 1-5 below) said notification to be delivered with the following information of all work to be done as a complete package, in duplicate or as directed by the ARCHITECTURAL COMMITTEE:

- (1) A plot plan of the lot showing the location of all existing and proposed improvements;

- (2) Floor plans;
- (3) Drawings showing all elevations;
- (4) A description of exterior materials and color with color samples is required by the ARCHITECTURAL COMMITTEE; and
- (5) The Owner's proposed construction schedule.

The ARCHITECTURAL COMMITTEE may require that the application for approval in connection with any improvement to be constructed be accompanied by an inspection fee as established by the Board of Directors.

B. Basis For Approval of Improvements The ARCHITECTURAL COMMITTEE shall grant the requested approval only if:

- (1) The OWNER shall have strictly complied with the provisions of Paragraph A above;
- (2) The ARCHITECTURAL COMMITTEE finds that the plans and specifications conform to the FOXMOOR RESTRICTIONS, particularly to the requirements and restrictions of this section, and to the ARCHITECTURAL COMMITTEE RULES in effect at the time such plans were submitted to it; and
- (3) The members of the ARCHITECTURAL COMMITTEE, in their sole discretion, find that the proposed improvement would be compatible with the standards of FOXMOOR, and the purposes of the FOXMOOR 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 elevation.

C. Form of Approval All approvals given under Paragraph B shall be in writing; provided however, that any request for approval which has not been rejected within forty-five days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans as finally approved shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

D. Proceeding With Work Upon receipt of approval from the ARCHITECTURAL COMMITTEE pursuant to Paragraphs B or C 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 B or C 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.

E. 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 ASSOCIATION of such failure, and the ASSOCIATION shall proceed in accordance with the provisions of Paragraph F below as though the failure to complete the improvement were a non-compliance with approved plans.

F. 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 improvement, 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 days thereafter the ARCHITECTURAL COMMITTEE, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in 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 non-compliance within such sixty day period, specifying the particulars of non-compliance, and shall require the OWNER to remedy such non-compliance.

(3) If upon the expiration of thirty days from the date of such notification, the OWNER shall have failed to remedy such non-compliance, the ARCHITECTURAL COMMITTEE shall notify the ASSOCIATION in writing of such failure. The ASSOCIATION shall then set a date on which a hearing before the BOARD shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty days nor less than fifteen days after notice of non-compliance is given to the ASSOCIATION by the ARCHITECTURAL COMMITTEE.

Notice of the hearing date shall be given at least ten days in advance thereof by the ASSOCIATION 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 Boards discretion, any other interested person may present information relevant to the question of the alleged non-compliance. After considering all such information the BOARD shall determine whether there is non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the BOARD shall require the OWNER to remedy or remove the same within a period of not more than forty-five 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 ASSOCIATION, at its option, may either remove the non-complying improvement or remedy the non-compliance, 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 reimbursement assessment against such OWNER pursuant to Section 6.03 hereof.

(5) If for any reason the ARCHITECTURAL COMMITTEE fails to notify the OWNER of any non-compliance within sixty days after receipt of said notice of completion from the OWNER, the improvement shall be deemed to be in accordance with said approved plans.

G. 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 consideration 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 forty-five 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 forty-five day period shall constitute an approval. In granting or denying 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 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 the FOXMOOR 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.

H. Any OWNER may appeal a decision of the ARCHITECTURAL COMMITTEE to the BOARD provided that such appeal is made in writing within forty-five days from the date of the ARCHITECTURAL COMMITTEE's decision. The board shall review the decision of the ARCHITECTURAL COMMITTEE within forty-five days after actual receipt of the appeal and may enter a decision different from that of the ARCHITECTURAL COMMITTEE. In the event that the BOARD does not enter a decision different from that of the ARCHITECTURAL COMMITTEE, as reflected in the minutes of BOARD proceedings within said forty-five days following actual receipt of the appeal, it shall be conclusively presumed that the decision of the ARCHITECTURAL COMMITTEE has been adopted as the decision of the BOARD and shall stand unchanged.

SECTION 3.04 Common Areas and Recreational Areas: Permitted Uses, Construction and Alteration of Improvements

As provided in the DECLARATION, Common Areas and Recreational Areas may be annexed for FOXMOOR, or an interest in such areas may be conveyed, leased or otherwise transferred to the ASSOCIATION. In the event of such annexation or transfer, Common Areas and Recreational Areas shall be held, maintained and used to meet the recreational interests of OWNERS or to enhance their enjoyment of the natural environment of Westlake and for no other purpose. No improvement, Excavation or work which in any way alters any Common Area or Recreational Area from its natural or existing state on the date such Area was transferred to or came under the jurisdiction of the ASSOCIATION shall be made or done except upon strict compliance with, and within the restrictions and limitations of, the following provisions of this Section.

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 change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation from any Common Area or Recreational Area.

B. Application for Approval Except to the extent otherwise provided in Paragraph D below, if the ASSOCIATION proposes to construct, reconstruct, refinish or alter the exterior of any improvement located or to be located upon any Common Areas or Recreational Areas, or if the ASSOCIATION proposes to make or create any excavation or fill, to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover upon any Common Areas or Recreational Areas, the ASSOCIATION shall submit to the ARCHITECTURAL COMMITTEE for approval two sets of final plans and specifications for any such work in such form and containing such information as the ARCHITECTURAL COMMITTEE may require. The ARCHITECTURAL COMMITTEE shall approve the plans and specifications submitted to it pursuant to this Paragraph only if the following conditions have been satisfied:

(1) If the plans are to construct any new improvement (including any alteration of improvement) upon any Common Area or Recreation Area, the ARCHITECTURAL COMMITTEE must find that such improvement is desirable in order to provide or improve access to or enhance the use and enjoyment of such area, or is desirable to protect, support or preserve any property which constitutes a part of FOXMOOR.

(2) The ARCHITECTURAL COMMITTEE must also find that the proposed work will not be detrimental to or incompatible with the ideals and purposes of Westlake.

C. Method of Approval All such approvals shall be in writing. Plans which have been neither approved nor rejected within forty-five days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans, as finally approved, shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

D. Maintenance by Association The ASSOCIATION may at any time as to any Common Area or Recreational Area conveyed, leased or transferred to it or placed under its jurisdiction:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any responsible for the maintenance and upkeep of such area), in accordance with

(a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph C above.

(b) the plans filed by the original developer with the ARCHITECTURAL COMMITTEE pursuant to Paragraph E below, or

(c) if neither of the foregoing clauses is applicable and if such improvement existed upon such area when it was transferred to or placed under the jurisdiction of the ASSOCIATION, then in accordance with the original design, finish or standard of construction of such improvement when such area was transferred to the ASSOCIATION;

(2) Construct, reconstruct, replace or refinish any road improvement or surface upon any portion of such area used as a road, driveway or parking area;

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

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

ARTICLE IV

ARCHITECTURAL COMMITTEE

Section 4.01 Organization, Power of Appointment and Removal of Members

There shall be an ARCHITECTURAL COMMITTEE, organized as follows:

A. Committee Composition The ARCHITECTURAL COMMITTEE shall consist of a minimum of three persons. No Committee member shall be required to meet any qualifications for membership. However, of the regular and alternate members not more than two shall at the same time be members of the BOARD. A minimum of two members of the ARCHITECTURAL COMMITTEE shall be members of the ASSOCIATION.

B. Alternate Members There shall also be one or more alternate(s) member(s) who may be designated by the Committee to act as substitutes for the their counterparts in the event of absence of disability.

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 years in any ten year period.

E. Appointment and Removal The right to appoint and remove the members of the Committee, shall be vested solely in the BOARD acting on behalf of the ASSOCIATION; provided however, that no member or alternate member may be removed from the ARCHITECTURAL COMMITTEE except by the vote or written consent of four-fifths of all of the members of the BOARD. Exercise of the right of appointment and removal, as set forth herein shall be evidenced by the recording of a DECLARATION in the minutes of the monthly Board of Directors meetings identifying each new Committee member or alternate member appointed and each member or alternate member replaced or removed from the ARCHITECTURAL COMMITTEE.

F. Resignations Any member of the ARCHITECTURAL COMMITTEE may at any time resign from the Committee upon written notice delivered to the BOARD.

G. Vacancies Vacancies on the ARCHITECTURAL COMMITTEE, however caused, shall be filled by the BOARD.

SECTION 4.02 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 the FOXMOOR RESTRICTIONS.

SECTION 4.03 Meetings and Compensation

The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary properly to perform its duties hereunder. The vote or written consent of the majority of its members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by the FOXMOOR RESTRICTIONS. The Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise. Members of the ARCHITECTURAL COMMITTEE shall receive such compensation for services rendered as may be fixed by the BOARD; provided, however, that no BOARD member who is also on the ARCHITECTURAL COMMITTEE shall participate in determining such compensation. All members shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any ARCHITECTURAL COMMITTEE function. The ARCHITECTURAL COMMITTEE may engage the services of an architect and provide reasonable compensation for such services. The Board member on the ARCHITECTURAL COMMITTEE shall participate in determining such compensation.

SECTION 4.04 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 the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in FOXMOOR.

SECTION 4.05 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 the FOXMOOR 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.

SECTION 4.06 Estoppel Certificate

Within thirty 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 of its members, certifying (with respect to any lot by said OWNER) that as of the date thereof either

(a) all improvements made and other work done upon or within said lot comply with the FOXMOOR 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, and all OWNERS and such persons deriving any interest through them.

SECTION 4.07 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 FOXMOOR

(d) the execution and filing of an estoppel certificate pursuant to Section 4.06, 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.

SECTION 4.08 Notice of Noncompliance

In the event of a failure by any OWNER to comply with the provisions of the FOXMOOR RESTRICTIONS, the ARCHITECTURAL COMMITTEE RULES, or decisions and directions of the ARCHITECTURAL COMMITTEE, the ARCHITECTURAL COMMITTEE or the BOARD may record a Notice of Noncompliance in the County of Ventura specifying the nature of the noncompliance. The cost for the preparation and recording of such Notice of Noncompliance shall be paid by the OWNER.

ARTICLE V

FOXMOOR PROPERTY OWNERS ASSOCIATION

SECTION 5.01 Organization and Membership

A. The Association The ASSOCIATION is a nonprofit mutual benefit 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 which shall not for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the FOXMOOR RESTRICTIONS.

B. Successor Association In the event that the ASSOCIATION as a corporate entity is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and 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 as if they were created for the purpose of governing the affairs of an unincorporated association.

SECTION 5.02 Membership

A. Owner Members Each OWNER, 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 dissolution, a member of the unincorporated association succeeding to the ASSOCIATION, as

provided in Paragraph B of Section 5.01. 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.

B. Member's Rights and Duties The rights, duties, privileges and obligations of an OWNER as a member of the ASSOCIATION, or its succeeding unincorporated association, shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of the FOXMOOR RESTRICTIONS, the ARTICLES and the BY-LAWS.

C. Rights Upon Dissolution In the event of the dissolution of the ASSOCIATION and the formation of an unincorporated association, as provided in Paragraph B of Section 5.01, each member of the unincorporated association shall have an underlying beneficial interest in all of the Association's property 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.

SECTION 5.03 Voting

A. Number of Votes In ASSOCIATION voting, there shall be one vote for each lot regardless of the number of OWNERS having an interest therein.

B. Joint Owner Disputes 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 cast 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 the same lot.

C. Cumulative Voting 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 lots owned by the OWNER multiplied by the number of directors to be elected.

D. Transfer of Voting Right 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 votes without the requirement of any express reference thereto.

SECTION 5.04 Duties of the Association

The ASSOCIATION shall have the obligation and duty, subject to and in accordance with the FOXMOOR RESTRICTIONS, to do and perform the following for the benefit of the OWNERS and for the maintenance and improvement of FOXMOOR.

A. Annexed Property To accept as part of FOXMOOR all property annexed thereto and to accept all OWNERS as members of the ASSOCIATION.

B. Common and Recreational Areas To vote on acceptance or rejection of all Common Areas and Recreational Areas or any undivided interest therein conveyed, leased or otherwise transferred to it by any other person or organization pursuant to the terms of the FOXMOOR RESTRICTIONS, whether or not such areas are within FOXMOOR.

C. Title to Property Upon Dissolution To convey immediately prior to any dissolution of the ASSOCIATION as a corporate entity, all real property vested in it to an independent corporate trustee, to hold such real property in trust for the benefit of the unincorporated association formed pursuant to Paragraph B of Section 5.01 and for the benefit of the OWNERS pursuant to the terms hereof and ARTICLES and BYLAWS.

D. Operation of Common and Recreational Areas To operate and maintain, or provide for the operation and maintenance of, Common Areas and Recreational Areas, if any are conveyed, leased or otherwise transferred to it, and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

E. Entry for Maintenance Purposes To enter upon and maintain, or provide for the maintenance of, any structure or improvement on in any lot in the Single Family Area which is not maintained by the OWNER therefore in accordance with the requirements of the FOXMOOR RESTRICTIONS.

F. Payment of Taxes To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the ASSOCIATION, to the extent not assessed to the OWNERS. Such taxes and assessments may be contested or compromised by the ASSOCIATION; provided, however, that they 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. Public Service To contract for or provide (to the extent adequate services are not provided by a public authority) police and fire protection, refuse disposal, street light maintenance and such other services, facilities and maintenance of a public or quasi-public nature as may be deemed necessary or desirable for the effectuation of the purposes of the FOXMOOR RESTRICTIONS. In connection with the provision of such facilities and services, the ASSOCIATION may contract with or assign its duties to any public authority, governmental body or special district.

H. Insurance To obtain and maintain in force the following policies of insurance:

(1) Fire and extended coverage insurance on all improvements under the control of the ASSOCIATION, the amount of such insurance to be not less than ninety percent of the aggregate full insurable value, meaning actual replacement value exclusive of the cost of excavations, foundations and footings;

(2) Bodily injury liability insurance, with limits of not less than \$200,000 per person and \$1,000,000 per occurrence, and property damage liability insurance with a deductible of not more than \$1500 and a limit of not less than \$500,000 per accident, insuring against liability for bodily injury, death and property damage arising from the activities of the ASSOCIATION or with respect to property under its jurisdiction;

(3) Such faithful performance and fidelity bonds as are required to insure the ASSOCIATION against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any ASSOCIATION funds or other property; and

(4) Such other insurance, including indemnity and other bonds, as the ASSOCIATION shall deem necessary or expedient to carry out its functions as set forth in this DECLARATION, the ARTICLES and the BY-LAWS.

The liability insurance referred to above shall name as separately protected insureds the ASSOCIATION, the BOARD, and the ARCHITECTURAL COMMITTEE, and their representatives, members and employees, and the OWNERS (as a class), with respect to any liability arising out of the maintenance and use of any Common Areas and Recreational Areas if any are 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.

I. Rule Making To make, establish, promulgate, amend and repeal the FOXMOOR RULES as provided in Section 5.06.

J. Architectural Committee To appoint and remove members of the ARCHITECTURAL COMMITTEE subject to the limitations of Section 4.01, and to insure that at all reasonable times there is available a duly constituted and appointed ARCHITECTURAL COMMITTEE.

K. Enforcement of Restrictions To take such other action, whether or not expressly authorized by the FOXMOOR RESTRICTIONS, as may be reasonably necessary to enforce the covenants, conditions and restrictions of the FOXMOOR RESTRICTIONS, the FOXMOOR RULES and the ARCHITECTURAL COMMITTEE RULES.

L. Other To carry out the duties of the ASSOCIATION set forth in other sections of the DECLARATION, the ARTICLES and the BY-LAWS.

SECTION 5.05 Powers and Authority of the Association

The ASSOCIATION shall have all of the powers of a nonprofit mutual benefit 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, the BY-LAWS and in the FOXMOOR RESTRICTIONS. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION 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 or for the peace, health, comfort, safety or general welfare of the OWNERS. Without in any way limiting the generality of the foregoing, the ASSOCIATION shall have the power and authority at any time:

A. Recreational Fees To charge such fees for the use of recreational facilities as the BOARD may deem necessary or desirable.

B. Right of Entry and Enforcement To enter upon any lot in Single Family Areas, without liability to any OWNER, for the purpose of enforcing any of the provisions of the FOXMOOR RESTRICTIONS, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the OWNER thereof fails to maintain and repair such area as required by said RESTRICTIONS. The ASSOCIATION shall also have the power and authority from time to time in its own name, on its own behalf or on 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 the FOXMOOR RESTRICTIONS and to enforce, by mandatory injunction or otherwise, all of the provisions of said RESTRICTIONS.

C. Easements and Right of Way To grant and convey to any third party easements, rights of way, parcels or strips of land, in, on, over or under any Common Area or Recreational Area conveyed, leased or otherwise transferred to it or under its jurisdiction, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder (1) roads, streets, walks, driveways, parkways and park areas, (2) underground wires and conduits or other devices for the transmission of electricity for lighting, heating, power, and telephone and other purposes, (3) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and (4) any similar public or quasi-public improvements or facilities.

D. Employment of Agents To employ the services of a manager or other employees 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 ASSOCIATION, to delegate to the manager any of its powers.

SECTION 5.06 The Foxmoor Rules

A. Rulemaking Power The ASSOCIATION may, from time to time and subject to the provisions of the FOXMOOR RESTRICTIONS adopt, amend and repeal rules and regulations to be known as the "FOXMOOR RULES", governing, among other things, use of

any Common Areas or Recreational Areas under the jurisdiction of the ASSOCIATION. Said RULES may restrict and govern the use of Common Areas or Recreational Areas by any OWNER, by the family of such OWNER, or by any invitee, licensee or lessee of such OWNER; provided, however, that with respect to use of such Areas the RULES may not discriminate among OWNERS. Said RULES may also include parking restrictions and limitations, limitations upon vehicular travel, restrictions on the type or types of vehicles which may be permitted to use such Common or Recreational Areas and restrictions on the 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.

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 otherwise delivered to each OWNER 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 the FOXMOOR RESTRICTIONS.

SECTION 5.07 Liability of Members of Board

No member of the BOARD shall be personally liable to any OWNER or to any other person, for any error or omission of the ASSOCIATION, its representatives and employees, or the ARCHITECTURAL COMMITTEE, provided that such member has, upon the basis of such information as may be possessed by him, acted in good faith.

SECTION 5.08 Amendment

The provisions of Section 5.01, 5.02 and 5.03 shall not be amended without the vote or written consent of a majority of all of the OWNERS.

ARTICLE VI

FUNDS AND ASSESSMENTS

SECTION 6.01 Operating Fund

There shall be an operating fund, into which the ASSOCIATION shall deposit all monies paid to it is as

- (1) Regular assessments;
- (2) Special assessments;
- (3) Miscellaneous fees; and
- (4) Income and profits attributable to the operating fund, and from which the ASSOCIATION shall make disbursements in performing the functions for which the foregoing assessments are levied.

SECTION 6.02 Regular and Special Assessments

A. Regular Assessments At least thirty days prior to the commencement of each fiscal year the BOARD shall estimate the costs and expenses to be incurred by the ASSOCIATION during such fiscal year in performing its functions under the FOXMOOR RESTRICTIONS (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to regular assessments for the fiscal year. The sum or net estimate so determined shall be assessed to the OWNERS as a regular assessment by dividing the total estimate by the total number of single family residential lots in FOXMOOR and assessing the resulting amount to the OWNER of each lot.

B. Special Assessments If at any time during any fiscal year the regular assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the BOARD may levy a special assessment in the amount of such actual or estimated inadequacy, subject to the limitations contained in Paragraph C below, which amount shall be assessed to the OWNERS individually in the manner set forth in Paragraph A above.

C. Limitations on Regular and Special Assessments The Board may not impose an annual assessment on any lot which is more than twenty percent (20%) greater than the annual assessment for the immediate preceding fiscal year or levy a special assessment to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of members casting a majority of the votes at a meeting of the Association at which a quorum is present. For purposes of this Section 6.02 C, a "quorum" means more than fifty percent (50%) of the members of the Association. Any meeting of the Association for purposes of complying with this Section 6.02 C. shall be conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3, Division 2 of Title 1 of the California Corporations Code and Section 7613 of the California Corporations Code.

Notwithstanding the foregoing, the Board, without membership approval may increase annual assessments or levy special assessments necessary for an emergency situation. For purposes of this Section, an emergency situation is one of the following:

- (1) an extraordinary expense required by an order of a court,
- (2) an extraordinary expense necessary to repair or maintain the property or any part of it for which the Association is responsible where a threat to personal safety on the property is discovered; or
- (3) an extraordinary expense necessary to repair or maintain the property or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma budget, provided,

however that prior to the imposition or collection of the assessment, 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 the assessment.

This Section 6.02 C. incorporates the statutory requirements of California Civil Code Section 1366 (b). If this Section of the California Civil Code is amended in any manner, this Section 6.02 C. automatically shall be amended in the same manner without the necessity of amending this Declaration.

D. 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 ASSOCIATION shall designate.

E. Late Charges and Interest Regular and special assessments levied pursuant to the FOXMOOR RESTRICTIONS are delinquent 15 days after they become due. If an assessment is delinquent the ASSOCIATION may recover all of the following:

- (1) Reasonable costs incurred in collecting the delinquent assessment, including reasonable attorney's fees.
- (2) A late charge not exceeding 10 percent of the delinquent assessment or ten dollars (\$10), whichever is greater.
- (3) Interest on all sums imposed in accordance with this section, including the delinquent assessment, reasonable costs of collection, and late charges, at an annual percentage rate not to exceed 12 percent interest, commencing 30 days after the assessment becomes due.

This Section 6.02 E incorporates the statutory requirements of California Civil Code Section 1366 (c). If this Section of the California Civil Code is amended in any manner, this Section 6.02 E automatically shall be amended in the same manner without the necessity of amending this Declaration.

SECTION 6.03 Reimbursement Assessment

The BOARD shall levy an assessment against any OWNER as a result of whose failure to comply with the FOXMOOR RESTRICTIONS, the FOXMOOR RULES or the ARCHITECTURAL COMMITTEE RULES, monies where expended from the operating fund by the ASSOCIATION in performing its functions under the FOXMOOR 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.

SECTION 6.04 Enforcement of Assessments

Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the OWNER or OWNERS against whom the sum is assessed. In the event of a default in payment of any such assessment and in addition to any other remedies hereunder by law provided, the ASSOCIATION may enforce each such obligation by either or both of the following procedures:

A. Enforcement by Suit The ASSOCIATION may bring a suit at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount as the Court may adjudge against the defaulting OWNER.

B. Enforcement by Lien At any time within ninety days after the occurrence of any such default, the ASSOCIATION may make a demand for payment to the defaulting OWNER. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten days after delivery of such notice, the ASSOCIATION may elect to file a claim of lien against the lot of such delinquent OWNER. Such claim of lien shall state:

- (1) The name of the delinquent OWNER;
- (2) The legal description and street address of the lot against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper offset allowed);
- (4) That the claim of lien is made by the ASSOCIATION pursuant to the terms of the FOXMOOR RESTRICTIONS; and
- (5) That a lien is claimed against the lot in an amount equal to the amount of the stated delinquency.

Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County in which the lot is located, the lien claimed therein shall immediately attach and become effective subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim or lien, but any number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed as set forth in Division III, Part 4, Title XIV, Chapter 2 of the Civil Code of the State of California, as the same may be amended. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is in the manner provided by law for foreclosure of a trust deed, under power of sale, the ASSOCIATION shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted.

C. Assessment Certificate A certificate executed under penalty of perjury by any two members of the BOARD and acknowledged shall be conclusive upon the ASSOCIATION and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any OWNER shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his lot (or the fact that all assessments due are paid if such is the case) within ten days after demand therefore and upon payment of a reasonable fee not to exceed Ten Dollars.

D. Amendments No amendment of this Section 6.04 shall be effective without the unanimous written consent of all of the OWNERS and their respective mortgagees or beneficiaries.

SECTION 6.05 Subordination to Trust Deeds

A. Subordination The liens created hereunder upon any lot shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value and secured by a recorded trust deed upon such lot in favor of or for the benefit of an institutional lender (meaning a bank, insurance company or savings and loan or building and loan association). However, after the foreclosure of any such trust deed there may be a lien created pursuant to Section 6.04 on the interest of the purchaser at such foreclosure sale to secure all assessments hereunder assessed to such purchaser as an OWNER after the date of such foreclosure sale, which said lien shall have the same effect and be enforced in the same manner as provided herein.

B. Amendment No amendment to Section 6.05 A shall affect the rights of the holder of any such trust deed recorded prior to recordation of such amendment who does not join in the execution thereof.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01 Amendment and Duration

A. AMENDMENT OR REPEAL Except as otherwise provided in this DECLARATION, the FOXMOOR RESTRICTIONS may be amended or repealed at any time by the vote or written consent of members representing a simple majority of the total voting power of the ASSOCIATION. The required consent may be obtained by any one or combination of the following:

- (1) Votes may be cast by mail or by proxy at a properly called election of the membership;
- (2) Consents may be given by the casting of written ballots without a meeting. The association must distribute a written ballot to every member entitled to vote on the matter. Such ballot shall

set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the ASSOCIATION. The ballot must specify the time by which the ballot must be received in order to be counted.

(3) If the required consent is not obtained by voting, proxies or written ballot, but a majority of the votes cast having been in favor of the proposal, then and in that event the Board shall be permitted to directly solicit written consents, from any member who has not yet voted on the issue, for an additional period of up to thirty days after the close of balloting.

If the consent or approval of any government authority, mortgagee or other person, firm, agency, or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained; provided, however, that any failure by any such entity to respond to a request for approval within thirty (30) days following the mailing of the request by first-class mail shall be deemed an approval for purposes of this section.

Any amendment or revocation shall be evidenced by an instrument certified by the duly authorized officer of the ASSOCIATION and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the County Recorder of the County.

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

It is the intent of the Association that this Declaration along with Articles and Bylaws of the ASSOCIATION, and the Project in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure or subsidize any mortgage of a dwelling unit in the Project by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Association and the Veterans Administration. The ASSOCIATION and each Owner shall take any reasonable action or shall adopt any reasonable resolutions required by any such Mortgagee to conform this Declaration or the Project to the requirements of any of these entities or agencies.

B. Duration of Restrictions The FOXMOOR RESTRICTIONS shall continue and remain in full force and effect at all times with respect to all property included within FOXMOOR, the OWNERS and the ASSOCIATION (subject, however, to the right to amend and repeal as provided in Paragraph A above), until January 1, 2010. However, unless within one year prior to January 1, 2010, an instrument directing the termination of the FOXMOOR RESTRICTIONS is signed by OWNERS of not less than two-thirds of the residential lots and is recorded, the FOXMOOR RESTRICTIONS, as in effect immediately prior to the expiration date, shall subject to the provisions of Paragraph A above, continue in effect automatically for an

additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of any such period the FOXMOOR RESTRICTIONS are terminated as set forth above in this Paragraph B.

SECTION 7.02 Enforcement and Non-Waiver

A. Right of Enforcement The ASSOCIATION, or any Owner shall have the right (but not the obligation) to enforce administratively or by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Articles, the Bylaws and the ASSOCIATION'S Rules and Regulations; except that only the ASSOCIATION shall have the power to enforce assessments and liens and to enforce by self-help any covenants, conditions or restriction herein set forth. Failure by the ASSOCIATION or by any owner to enforce any covenant, condition, restriction or rule herein contained shall in no event be deemed a waiver of the right to do so thereafter, which right of later enforcement is specifically reserved. In the event that the ASSOCIATION incurs any legal expense or cost in the enforcement of the governing documents, whether an action is actually commenced or not, then the person or persons responsible shall reimburse the ASSOCIATION as in a reimbursement assessment.

The Board of Directors, on behalf of the ASSOCIATION may take any or all of the following actions against any person(s) or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or ASSOCIATION Rules:

- (1) impose monetary penalties, including late charges and interest; in such reasonable amounts as may be set by the Board from time to time for the Association;
- (2) suspend membership rights in the ASSOCIATION;
- (3) commence legal action for damages, injunctive relief or both; and
- (4) exercise any other form of discipline which may be created or recognized by law from time to time.

The determination of whether to impose any of the foregoing disciplinary actions shall be within the sole discretion of the ASSOCIATION. Any legal action may be brought in the name of the ASSOCIATION on its own behalf and on behalf of any Owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorney's fees. The actions against any one violation or threatened violation, provided that a suspension of membership shall not exceed 30 days (unless the suspension is for delinquent assessments) and a monetary penalty shall not exceed the maximums set by the Board from time to time (excluding late charges imposed for delinquent assessments) for any one violation. The ASSOCIATION, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate, including but not limited to

mediation or arbitration procedures. The OWNER who requests mediation or arbitration shall bear the expense.

Any monetary penalty, expulsion, suspension, or termination must be done in good faith and in a fair and reasonable manner. The procedure to be followed for such monetary penalty, expulsion, suspension, or termination shall be as follows:

- (1) The member shall be given at least 15 days prior written notice of the monetary penalty, expulsion, suspension or termination and the reasons therefore; and
- (2) The written notice shall notify the member of the opportunity to be heard by the BOARD OF DIRECTORS, orally or in writing, not less than five days before the effective date of the monetary penalty, or suspension, by a person or body authorized to decide that the proposed monetary penalty or suspension not take place.
- (3) Any notice required under this Section may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first class or registered mail sent to the last address of the member shown on the ASSOCIATION'S records.
- (4) The ASSOCIATION may adopt such other or further procedures as may be permitted or required by law from time to time, by way of its Rule making power as set forth herein.

The ASSOCIATION may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her dwelling unit except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay assessments duly levied by the ASSOCIATION.

If an Owner fails to cure a default within sixty (60) days after written notice to that Owner, the ASSOCIATION may give notice of any such default to any mortgagee or trust deed holder of record.

B. Violations and Nuisance Every act or omission whereby a covenant, condition or restriction of the FOXMOOR RESTRICTIONS is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the ASSOCIATION or an OWNER or OWNERS. However, any other provision to the contrary notwithstanding, only the BOARD or their duly authorized agents may enforce by self-help any covenant, condition or restriction herein set forth.

C. Violation of Law Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within

FOXMOOR is hereby declared to be a violation of the FOXMOOR RESTRICTIONS and subject to any or all of the enforcement procedures herein set forth.

D. Remedies Cumulative Each remedy provided by the FOXMOOR RESTRICTIONS is cumulative and not exclusive.

E. Non-Waiver The failure to enforce the provisions of any covenant, condition or restriction contained in the FOXMOOR RESTRICTIONS shall not constitute a waiver of any right to enforce any such provision or any other provisions of said RESTRICTIONS.

SECTION 7.03 Condemnation of Common or Recreational Areas

If at any time all or any portion of any Common or Recreational 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. 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 reserved exclusively to the ASSOCIATION or other holder of the fee title which shall, in its name alone, represent the interests of all OWNERS to the extent such OWNERS have any interest.

SECTION 7.04 Obligations of Owners

No OWNER may avoid the burdens or obligations imposed on him by FOXMOOR RESTRICTIONS through non-use of any Common or Recreational Area or by abandonment of his lot. Upon the conveyance, sale, assignment or other transfer 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 an OWNER under the FOXMOOR RESTRICTIONS.

SECTION 7.05 Delivery of Notices and Documents

Any notice or other document relating to or required by the FOXMOOR RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the ASSOCIATION, or to the Architectural Committee to the management company of record; if to an OWNER, to the address of any lot within FOXMOOR owned, in whole or in part, by him; provided, however, that such address may be changed by the ASSOCIATION by recording a notice of change of address, and by an OWNER, the ARCHITECTURAL COMMITTEE by notice in writing delivered to the ASSOCIATION.

SECTION 7.06 Construction and Severability: Singular and Plural Titles

A. Restrictions Construed Together All of the covenants, conditions and restrictions of the FOXMOOR RESTRICTIONS shall be liberally construed together to promote and effectuate the fundamental concepts of Westlake, as set forth in the preamble of this DECLARATION.

B. Restrictions Severable Notwithstanding the provisions of Paragraph A above, the covenants, conditions and restrictions of the FOXMOOR RESTRICTIONS shall be deemed independent and severable, and the invalidity or the 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 the FOXMOOR 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.

IN WITNESS WHEREOF, the ASSOCIATION has executed this DECLARATION the day and year first above written.

FOXMOOR PROPERTY
OWNERS' ASSOCIATION

By Ken Czisny – President
By Ken Bless - Secretary

**CERTIFICATE OF ADOPTION OF RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FOXMOOR
(A portion of Westlake)**

We, the undersigned, the duly elected and acting President and Secretary of the FOXMOOR PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, do hereby certify:

That the within and foregoing Restated Declaration of Covenants, Conditions and Restrictions was duly adopted by affirmative vote of three-fourths of the residential lots within FOXMOOR and that the same does now constitute the Restated Declaration of Covenants, Conditions and Restrictions for FOXMOOR.

FOXMOOR PROPERTY
OWNERS' ASSOCIATION

By Ken Czisny – President
By Ken Bless - Secretary

EXHIBIT "A"

PROPERTY SUBJECT TO FOXMOOR RESTRICTIONS

The real property which is subject to the FOXMOOR RESTRICTIONS is Lots 1 through 253 inclusive of Tract 1958 as per map recorded in Book 48, Pages 87 through 95, inclusive, of Maps, in the Office of the County Recorder of Ventura County, California.

EXHIBIT “B”

LAND CLASSIFICATIONS

The land within FOXMOOR is classified as set forth below. All Lots referred to are a part of Tract 1958, as per map recorded in Book 48, Pages 87 through 95, inclusive, of Maps, in the Office of the County Recorder of Ventura County, California.

SINGLE FAMILY AREAS
Lots 1 through 252, inclusive

COMMON AREAS
Lot 253

RECREATIONAL AREAS
Lot 253