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FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KENT WOODLANDS

**FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
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**FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KENT WOODLANDS**

Those certain instruments listed in Exhibit "A" (collectively, the "Original Declarations"), which were Recorded in the Official Records of Marin County, California, at the book and page numbers of the Official Records identified in that exhibit, are hereby amended, consolidated and restated in their entirety to read as follows:

RECITALS

- A. Declarant (as that term is defined in article I, section 12 below) was the original owner and subdivider of that certain real property located in the County of Marin, State of California, which is more particularly described in Exhibit "B", attached hereto and incorporated herein by reference (collectively, "Kent Woodlands"). The first Subdivision within Kent Woodlands was commenced in 1936 and thereafter the overall Kent Woodlands development was subdivided into some 21 subdivided tracts. Originally, each such Subdivision had its own Recorded Declaration of Covenants, Conditions and Restrictions, many of which were subsequently amended and, in some cases, consolidated, by one or more of the Original Declarations.
- B. Declarant conveyed subdivided Lots and parcels within those Subdivisions, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declarations referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Kent Woodlands and all of which run with the real property within those Subdivisions of Kent Woodlands and are binding on all parties having or acquiring any right, title or interest in any portion of Kent Woodlands, or any part thereof, which is subject to an Original Declaration, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.
- C. In addition to containing subdivided tracts in which Lots and parcels were subjected to a single Original Declaration, applicable to all such Lots and parcels, Kent Woodlands also includes individual Lots which were conveyed by Declarant pursuant to grant deeds containing property use restrictions for the benefit of properties retained by Declarant within Kent Woodlands. By instrument Recorded on July 25, 1975, Declarant assigned its rights to enforce such property use restrictions to the Kent Woodlands Property Owners Association, a California nonprofit mutual benefit corporation (the "Association").
- D. The protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes set forth in the Original Declarations, which have been amended, restated and consolidated in this Declaration, are intended to be in furtherance of a general plan for the subdivision, development, sale and use of Kent Woodlands as a "planned development" as that term is defined in section 1351(k) of the California Civil Code.
- E. Finally, it was the intention of Declarant that the "Common Areas" and "Common Facilities" be owned and maintained by the Association, but reserved exclusively for the use and enjoyment of the Owners of Lots within Kent Woodlands, their tenants, lessees, guests and invitees, all subject to the terms and conditions of the Governing Documents.

F. On September 6, 1995, the Owners of Lots representing 51 percent of Lots within each of the Subdivisions subject to the Original Declarations (as identified on Exhibit "C") voted by written ballot to amend, consolidate and restate the Original Declarations. It was the intention of such Owners to replace the Original Declarations Recorded with respect to their property, in their entirety, with the Recordation of this Declaration. The Owners' action to amend and restate the Original Declarations, as set forth herein, and the fact that the requisite percentage of affirmative rates required to approve amendments to each of the listed Original Declarations was achieved, is attested by the execution of this Declaration by duly authorized officers of the Association, as required by section 1355(a) of the California Civil Code. As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with all Lots and parcels included within those Subdivisions of Kent Woodlands and shall be binding upon all parties having or acquiring any right, title or interest in a Lot or parcel within those Subdivisions of Kent Woodlands or any portion thereof, and shall inure to the benefit of each Owner thereof.

G. As more particularly provided in article XIII, section 5, below, additional individual Lots and Subdivisions within the boundaries of Kent Woodlands may subsequently adopt and approve the Recordation of this first Restated Declaration (as to those individual Lots or as to real property included within those Subdivisions) through the annexation process described in that section.

ARTICLE I Definitions

Section 1. "Architectural Committee" or "Committee" means the committee created in accordance with article V of this Declaration.

Section 2. "Articles" means the Articles of Incorporation of the Association, which are filed in the office of the California Secretary of State, as such Articles may be amended from time to time.

Section 3. "Assessment" means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of article IV of this Declaration.

Section 4. "Association" means the Kent Woodlands Property Owners Association, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is an "association" as defined in section 1351(a) of the California Civil Code.

Section 5. "Association Rules" means the rules, regulations and policies adopted by the Board of Directors pursuant to article III, section 7 of this Declaration, as the same may be in effect from time to time.

Section 6. "Board of Directors" or "Board" means the Board of Directors of the Association.

Section 7. "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 8. "Common Area" means those parcels more particularly described in Exhibit "D". Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon.

Section 9. "Common Expense" means any use of Association funds authorized by article IV hereof and article VIII of the Bylaws and includes, without limitation: (a) All expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of any Common Areas or Common Facilities; (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board of Directors; (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Areas and Common Facilities, and for nonpayment of any Assessments; and (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

Section 10. "Common Facilities" means the parking area and other facilities constructed or installed, or to be constructed or installed, or currently located, within the Common Areas of Kent Woodlands.

Section 11. "County" means the County of Marin, State of California, and its various departments, divisions, employees and representatives.

Section 12. "Declarant" means the original subdividers of Kent Woodlands, namely Thomas T. Kent, Elizabeth Kent Arnold, William Kent, Jr., Adaline Kent Howard, Sherman Kent and Roger Kent, Trustees and Beneficiaries under that certain Indenture of Trust dated December 11, 1934, and Recorded in volume 292, at page 17. Said Trustees conveyed all of the Trust's assets to Kent Woodlands Properties, Inc., a California corporation ("Kent Properties"), immediately prior to the expiration of the term of the Indenture of Trust on June 30, 1959. Declarant and Kent Properties are hereafter collectively referred to as "Declarant".

Section 13. "Declaration" means this instrument, as it may be amended from time to time. The "Original Declarations" means and refers to those instruments listed in Exhibit "A".

Section 14. "Effective Date" means the date when this Declaration is Recorded in the chain of title to Lots and parcels within a subdivision of Kent Woodlands.

Section 15. "Governing Documents" is a collective term that means and refers to this Declaration and to the Articles, the Bylaws and the Association Rules.

Section 16. "Improvements" shall be defined as set forth in article V, section 1, of this Declaration.

Section 17. "Kent Woodlands" means all Lots, Common Areas and other parcels of real property commonly known as Kent Woodlands and more particularly described in Exhibit "B". All of Kent Woodlands is either subject to this Declaration (those Lots and parcels referenced in Exhibit "C") or are eligible for annexation hereto in accordance with the procedures specified in article XIII, section 5, below (those Lots and parcels are referenced in Exhibit "E").

Section 18. "Lot" means any parcel of real property within Kent Woodlands which constitutes a single residential building site as designated by the County. When appropriate within the context of this Declaration, the term "Lot" shall also include the Residence and other Improvements constructed or to be constructed on a Lot. In those instances where only a portion of a single residential building site would be encumbered by this Declaration, it is the intent of the Owners of each such site that the entire site shall, following Recordation of this Declaration, be encumbered by and subject to the provisions hereof.

Section 19. "Majority of a Quorum" means the vote of a majority of the votes cast by Members of the Association at a meeting or by written ballot when the number of Members attending the meeting in person or by proxy or casting written ballots equals or exceeds the minimum quorum requirement for Member action, as specified in the Bylaws or by statute.

Section 20. "Member" means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to article XI hereof.

Section 21. "Mortgage" means any security device encumbering all or any portion of Kent Woodlands, including any deed of trust. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense.

Section 22. "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot or parcel included within any portion of Kent Woodlands which is subject to this Declaration.

Section 23. "Owner of Record" includes an Owner and means any person, firm, corporation or other entity in which title to a Lot is vested as shown by the Official Records of the office of the County Recorder.

Section 24. "Record", "Recorded" and "Recordation" means, with respect to any document, the recordation or filing of such document in the Office of the Marin County Recorder.

Section 25. "Regular Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with article IV, section 2, hereof.

Section 26. "Residence" means a private, single-family dwelling constructed or to be constructed on a Lot.

Section 27. "Single Family Residential Use" means occupancy and use of a Residence for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy single family residential dwellings. Subject to the foregoing, there shall be no restriction on the number of persons who are related by lineal ancestry or by marriage who may reside in a Residence. For the purpose of this section, lineal ancestry includes great grandparents, grandparents, parents, children, grandchildren and great grandchildren.

Section 28. "Special Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with article IV, section 3 hereof.

Section 29. "Special Individual Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with article IV, section 4 hereof.

Section 30. "Subdivision" means one of the subdivided tracts of real property comprising a portion of Kent Woodlands for which a Subdivision Map has been Recorded.

Section 31. "Subdivision Map" means the map for any of the tracts comprising Kent Woodlands.

ARTICLE II
Property Rights and Obligations of Owners

Section 1. Owners' Nonexclusive Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas within Kent Woodlands, including ingress and egress to and from his or her Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to adopt Association Rules, as provided in article III, section 7 hereof, regulating the use and enjoyment of the Common Areas.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such dedication or transfer shall be effective unless an instrument, approved by at least two-thirds of the voting power of the Members, and their first Mortgagees consenting to such dedication or transfer has been Recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any Lot. The instrument approving the dedication may be executed in counterparts so long as each counterpart is in recordable form.

(c) All easements affecting the Common Area which are described on any Subdivision Map which includes any Common Area or those easements described in article IX, below.

Section 2. Persons Subject to Governing Documents. All present and future Owners, tenants and occupants of Lots within Kent Woodlands shall be subject to, and shall comply with, each and every provision of the Governing Documents, as the same or any of them shall be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons (i.e. Owners, tenants, invitees, etc.). The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the occupancy of any Lot shall constitute the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of this Declaration, as the same or any of them may be amended from time to time, shall be binding upon him or her and that he or she will observe and comply with the Governing Documents.

Section 3. Delegation of Use. Any Owner may delegate his or her rights to use and enjoy the Common Area and Common Facilities to his or her family members, tenants, lessees or contract purchasers who reside in the Residence. Any rental or lease of a Residence shall be subject to the provisions of the Governing Documents of Kent Woodlands, all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor shall be responsible for compliance by the Owner's tenant or lessee with all of the provisions of the Governing Documents regulating the use and enjoyment of property within Kent Woodlands during the tenant's/lessee's occupancy and use of the Residence.

ARTICLE III
Kent Woodlands Property Owners Association

Section 1. Association Membership. Every Owner of a Lot shall be a Member of the Kent Woodlands Property Owners Association. Each Owner shall hold one membership in the Association for each Lot owned and the membership shall be appurtenant to such Lot. Sole or joint ownership of a Lot shall be the sole qualification for membership in the Association. Each Owner shall remain a Member until his or her ownership in all Lots in any Subdivision included within the Kent Woodlands development ceases, at which

time his or her membership in the Association shall automatically cease. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Lot through foreclosure or deed in lieu thereof.

Section 2. One Class of Membership. The Association shall have one class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents.

Section 3. Voting Rights of Members. Each Member in good standing (as defined in the Bylaws of the Association) shall be entitled to one vote for each Lot owned by that Member. When more than one person and/or entity holds an interest in any Lot, all such persons/entities shall be Members, although in no event shall more than one vote be cast with respect to any Lot. Voting rights may be temporarily suspended under those circumstances described in article XI, section 5 hereof.

Section 4. Assessments. The Association shall have the power to establish, fix and levy Assessments against the Owners of Lots within Kent Woodlands and to enforce payment of such Assessments in accordance with article IV of this Declaration. Any Assessments levied by the Association against its Members shall be levied in accordance with and pursuant to the provisions of this Declaration.

Section 5. Transfer of Memberships. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale of the Lot to which it is appurtenant and then, only to the purchaser. In the case of a sale, the membership appurtenant to the transferred Lot shall pass automatically to the purchaser upon Recording of a deed evidencing the transfer of title. In the case of an encumbrance of such Lot, a Mortgagee does not have membership rights until he or she becomes an Owner by foreclosure or deed in lieu thereof. Tenants who are delegated rights of use with respect to a Residence pursuant to article II, section 3 hereof are not Members, although the tenant and his or her family and guests shall, at all times, be subject to the provisions of all Governing Documents. Any attempt to make a prohibited transfer of membership rights is void. If any Owner fails or refuses to transfer the membership registered in his or her name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon any other membership outstanding in the name of the seller shall be null and void.

Section 6. Powers and Authority of the Association. The Association shall have the responsibility of owning, managing and maintaining the Common Areas and Common Facilities and discharging the other duties and responsibilities imposed upon the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a nonprofit mutual benefit corporation organized under the laws of the State of California in the ownership and management of its properties and the discharge of its responsibilities hereunder for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association and its Board of Directors shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon shall be as set forth in article VIII of the Bylaws. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give to the Association the right to enter upon any portion of any Lot upon or as to which such violation or breach exists and to summarily abate or remove, at the expense of the Owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass.

Section 7. Association Rules.

(a) Rule Making Power. The Board may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations of general application to the Owners ("Association Rules"). The Association Rules may concern, but need not be limited to: (i) matters pertaining to the maintenance, repair, management and use of the Common Facilities by Owners and their tenants, guests and invitees; (ii) architectural control and the rules of the Architectural Committee under article V, section 5, hereof; (iii) regulation of matters subject to regulation and restriction under article VIII, hereof; and (iv) any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents. Notwithstanding the foregoing grant of authority, the Association Rules shall not be inconsistent with or materially alter any provision of the other Governing Documents or the rights, preferences and privileges of Members thereunder. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents, the conflicting provisions contained in the other Governing Documents shall be deemed to prevail.

(b) Distribution of Rules. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. When an amendment of an existing Rule or a new Rule is adopted, the new Rule or amendment shall be mailed or delivered to the Members within 30 days. A copy of the Association Rules shall also be available and open for inspection during normal business hours at the principal office of the Association.

(c) Adoption and Amendment of Rules. Association Rules may be adopted or amended from time to time by majority vote of the Board, provided, however, that no Association Rule or amendment thereto shall be adopted by the Board until at least 30 days after the proposed rule or rule amendment has been: (i) published in the Association newsletter, if any, or otherwise communicated to the Owners in writing; and (ii) posted in the Association's principal office. The notice describing the proposed rule or amendment shall also set forth the date, time and location of the Board meeting at which action on the proposal is scheduled to be taken. Any duly adopted rule or amendment to the Association Rules shall become effective immediately following the date of adoption thereof by the Board, or at such later date as the Board may deem appropriate.

(d) Breach of Rules or Restrictions. Any breach of the Association Rules or of any other Governing Document provision shall give rise to the enforcement rights and remedies set forth in article XI hereof.

ARTICLE IV **Assessments**

Section 1. Assessments Generally.

(a) Covenant to Pay Assessments. Each Owner of one or more Lots, by acceptance of a deed or other conveyance therefor (whether or not it shall be so expressed in such deed or conveyance), covenants and agrees to pay Assessments to the Association as hereinafter provided.

(b) Extent of Owner's Personal Obligation for Assessments. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a debt and a personal obligation of the person who is the Owner of the Lot at the time the Assessment is levied. When a person acquires title to a Lot (whether by conventional conveyance, at judicial sale, trustee's sale or otherwise) that person shall only be personally liable for Assessments attributable to the Lot which

become due and payable after the date that the person acquires title. Accordingly, when a person acquires title to a Lot, he or she shall not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability. However, if the acquired Lot is conveyed subject to a valid lien for delinquent Assessments, the Association may continue to exercise its remedies against the Lot, regardless of the change in ownership or, in the alternative, the Association may pursue its collection remedies against the prior Owner individually.

(c) No Avoidance of Assessment Obligations. No Owner may exempt himself/herself from personal liability for Assessments duly levied by the Association, nor release the Lot or other property owned by him/her from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or any facilities thereon or by abandonment or non-use of his/her Lot or any other portion of Kent Woodlands.

Section 2. Regular Assessments.

(a) Preparation of Annual Budget: Establishment of Regular Assessments. Not less than 45 days nor more than 60 days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to reserve funds) by preparing and distributing to all Members a budget satisfying the requirements of article XI, section 5 of the Bylaws. If the Board fails to distribute the budget for any fiscal year within the time period specified in the first sentence of this section, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the Members' approval in accordance with section 7, below.

(b) Establishment of Regular Assessment by Board/Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than Assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year; provided, however, that, except as provided in section 5 of this article, the Board of Directors may not impose a Regular Assessment that is more than 20 percent greater than the Regular Assessment for the Association's immediately preceding fiscal year without the Members' prior approval in accordance with section 7, below.

(c) Allocation and Payment of Regular Assessment. The total estimated Common Expenses, determined in accordance with subparagraph (a), shall be allocated among, assessed against, and charged to each Owner according to the ratio of the number of Lots within Kent Woodlands owned by the assessed Owner to the total number of Lots subject to Assessments so that each Lot bears an equal share of the total Regular Assessment, and shall be all due and payable to the Association on or before April 1 of each year, unless the Board, by resolution, establishes a program for the quarterly or monthly installment payment of the annual Assessment.

(d) Mailing Notice of Assessment. Within the time requirements specified in subparagraph (a), above, the Board of Directors shall mail to each Owner, at the street address of the Owner's Lot, or at such other address as the Owner may from time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year.

Section 3. Special Assessments. The Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots. The following Special Assessments require prior membership approval in accordance with section 7, below: (i) any Special Assessments which, in the aggregate, exceed 5 percent of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied; and (ii) any Special Assessments imposed pursuant to subparagraph (a)(i) of this section when the Board has failed to distribute a budget to the Members within the time specified in section 2(a) of this

article. The foregoing Member approval requirements shall not apply, however, to any Special Assessment imposed to address any "emergency situation" as defined in section 5 of this article. When levied by the Board or approved by the Members as provided above, the Special Assessment shall be divided among, assessed against and charged to each Owner and his or her Lot in the same manner prescribed for the allocation of Regular Assessments pursuant to subparagraph 2(c) above. Notice of the Special Assessment shall be mailed to each Owner, and the Special Assessment shall be payable in full to the Association within 30 days after the mailing of such notice or within such extended period as the Board shall determine to be appropriate under the circumstances giving rise to the Special Assessment.

Section 4. Special Individual Assessments.

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to Special Assessments, the Board may impose Special Individual Assessments against an Owner in any of the circumstances described in this section after the Owner has been afforded the notice and hearing rights to which the Owner is entitled pursuant to article XI, section 5 hereof, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. The acts and circumstances giving rise to liability for Special Individual Assessments include the following:

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

(ii) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses to: (A) accomplish the payment of delinquent Assessments, (B) perform any repair, maintenance or replacement to any portion of Kent Woodlands that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion or (C) otherwise bring the Owner and/or his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including title company fees, accounting fees, court costs and reasonable attorneys fees) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(b) Levy of Special Individual Assessment and Payment. Notice of a Special Individual Assessment shall be mailed to the affected Owner and the Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the Assessment or within such longer period as may be specified by the Board.

Section 5. Assessments to Address Emergency Situations. The requirement of a membership vote to approve (a) Regular Assessment increases in excess of 20 percent of the previous year's Regular Assessment, or (b) Special Assessments which, in the aggregate, exceed 5 percent of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied, shall not apply to Assessments which are necessary to address emergency situations. For purposes of this section, an emergency situation is any of the following:

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

(ii) An extraordinary expense necessary to repair or maintain the Common Areas and/or Common Facilities where a threat to personal safety is discovered.

(iii) An extraordinary expense necessary to repair or maintain the Common Areas and/or Common Facilities that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to section 2(a) of this article; provided, however, that prior to the imposition or collection of an assessment under this subparagraph (iii), 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. The Board's resolution shall be distributed to the Members together with the notice of assessment.

Section 6. Purpose of Assessments. Each Assessment made in accordance with the provisions of this Declaration shall be used exclusively to promote the health, safety and welfare of individuals residing within Kent Woodlands and to provide for the repair and maintenance of the Common Areas.

Section 7. Notice and Procedure for Member Approval Pursuant to Sections 2 and 3. If Member approval is required in connection with any increase or imposition of Assessments pursuant to sections 2 and 3 of this article, the affirmative vote required to approve the proposal shall be a Majority of a Quorum of the Members. The quorum required for such membership action shall be a majority of the Members.

Section 8. Maintenance of Assessment Funds.

(a) **Bank Accounts.** All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more insured checking, savings or money market accounts in a bank or savings and loan association selected by the Board of Directors and located within the County or in the City and County of San Francisco. In addition, the Board shall be entitled to make prudent investment of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees. The Board and such officers or agents of the Association as the Board shall designate shall have exclusive control of the account(s) and investments and shall be responsible to the Owners for the maintenance at all times of accurate records thereof. The withdrawal of funds from Association accounts shall be subject to the minimum signature requirements imposed by California Civil Code section 1365.5 and article XI, section 2 of the Bylaws.

To preclude a multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one or more accounts and need not be deposited in separate accounts so long as the separate accounting records described herein are maintained. Any interest received on such deposits shall be credited proportionately to the balances of the various Assessment fund accounts maintained on the books of the Association as provided in subparagraph (b), below.

(b) **Separate Accounts; Commingling of Funds.** Except as provided below, the proceeds of each Assessment shall be used only for the purpose for which such Assessment was made, and such funds shall be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of any Special Assessment exceed the requirement of which such Assessment was levied, such surplus may, in the Board's discretion, be: (i) returned proportionately to the contributors thereof; (ii) reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, underfunded; or (iii) credited proportionately on account of the Owners' future Regular Assessment obligations.

For purposes of accounting, but without requiring any physical segregation of assets, the Association shall keep a separate accounting of all funds received by it in payment of each Assessment and of all disbursements made therefrom; provided, however, that receipts and disbursements of Special Assessments made pursuant to section 3(a)(i) of this article shall be accounted for together with the receipts and disbursements of Regular Assessments, and a separate accounting shall be maintained for each capital Improvement for which reserve funds for replacement are allocated.

Unless the Association is exempt from federal or state taxes, all sums allocated to capital replacement funds shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board that will prevent such funds from being taxed as income of the Association.

Section 9. Collection of Assessments; Enforcement of Liens. The Association's rights and remedies to collect delinquent Assessments, interest, late charges and costs of collection shall be as set forth in California Civil Code sections 1366 or comparable successor statute. As more particularly provided in California Civil Code section 1367, the Association shall have the power to create a lien for delinquent Assessments by Recording a Notice of Delinquent Assessment executed by an authorized representative of the Association. Upon payment in full of the sums specified in the Notice of Delinquent Assessment, the Association shall Record a further notice stating the satisfaction and release of the lien thereof.

ARTICLE V Architectural Control

Section 1. Approval of Improvements by Board or Architectural Committee.

(a) Approval Generally. Before commencing construction or installation of any Improvement within Kent Woodlands (as defined in subparagraph (b), below), the Owner planning such Improvement must submit a written request for approval to the Association's Architectural Committee appointed as provided in section 2, below and article IX of the Bylaws (the "Committee"). The Owner's request shall include detailed drawings and specifications indicating the full scope of the intended work and shall satisfy the minimum requirements specified in the Architectural Rules (see section 5, below). Unless the Committee's approval of the proposal is first obtained, no work on the Improvement shall be undertaken. The Committee shall base its decision to approve, disapprove or conditionally approve the proposed Improvement on the criteria described in section 6 of this article.

(b) Definition of "Improvement". The term "Improvement" as used herein includes, without limitation, the construction, installation, alteration or remodeling of any buildings, walls, decks, fences, swimming pools, tennis or sports courts, major landscaping plans affecting areas visible from any street or neighboring Lot, landscape structures, antennas, drainage structure, grading of Lots, television satellite reception dishes, utility lines or any other structure of any kind. Excluded from the definition of Improvement projects requiring approval of the Architectural Committee shall be (i) any improvements to the interior of any Residence or building structure; (ii) landscape maintenance projects; or (iii) any maintenance or repair project of any kind which uses the same or substantially similar materials and exterior colors (or other colors approved by the Association) to those used or found on the Improvement that is being repaired, maintained or replaced.

(c) Modifications to Approved Plans Must Also Be Approved. Once a proposed work of Improvement has been duly approved by the Architectural Committee, no material modifications shall be made

in the approved plans and specifications therefor and no subsequent alteration, relocation, addition or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and approval by, the Committee. If the proposed modification will have, or is likely to have, a material affect on other aspects or components of the work, the Committee, in its discretion, may order the Owner and his or her contractors and agents to cease working not only on the modified component of the Improvement, but also on any other affected component. In the event that it comes to the knowledge and attention of the Association, its Architectural Committee, or the agents or employees of either that a work of Improvement, or any modification thereof, is proceeding without proper approval, the Association shall be entitled to exercise the enforcement remedies specified in the Architectural Rules, including, without limitation, ordering an immediate cessation and abatement of all aspects of the Improvement project until such time as proper architectural review and approval is obtained.

Section 2. Composition of the Architectural Committee. The Association's Architectural Committee shall be composed of at least three Members of the Association appointed by the Board. At least one Committee member shall also be a member of the Board of Directors. In selecting Members for the Committee, the Board shall endeavor to select individuals whose occupations or education will provide technical knowledge and expertise relevant to matters within the Committee's jurisdiction. Committee members shall serve one-year terms subject to the Board's power to remove any Committee member and to appoint his or her successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. If a member of the Committee has an application for approval of an Improvement project pending before the Committee or if, for any other reason, a Committee member believes that he or she has an interest in a project which would preclude a fair and impartial decision by the Committee member, the Board may designate an alternate member of the Association to sit on the Committee to hear and act on the proposal.

Section 3. Duties. The Committee shall have the duty to consider and act upon the proposals and plans for Improvements submitted to it pursuant to this Declaration, to adopt Architectural Rules pursuant to section 5 hereof, and to carry out all other architectural review duties imposed upon it by this Declaration.

Section 4. Meetings. The Committee shall meet from time to time as necessary to properly perform the architectural review functions described herein. The vote or written consent of a majority of the members of the Committee shall constitute the action of the Association. The Committee shall keep and maintain a written record of all actions taken. The Applicant shall be entitled to appear at any meeting of the Committee at which his or her proposal has been scheduled for review and consideration. The Applicant shall be entitled to be heard on the matter and may be accompanied by his or her architect, engineer and/or contractor, if any. Other Owners whose Lots may be affected by the proposed Improvement (in terms of the view or solar access of their Lot, noise or other considerations) shall also be entitled to attend the meeting. Reasonable notice of the time, place and proposed agenda for the review of architectural matters shall be communicated before the date of the meeting to any Applicant whose application is scheduled to be heard.

Section 5. Architectural Rules.

(a) **Rule Making Power.** The Board of Directors, with review and input from its duly appointed Architectural Committee, may, from time to time, adopt, amend and repeal rules and regulations to be known as "Architectural Rules." The Architectural Rules shall interpret and implement the provisions hereof by setting forth: (i) the standards, procedures and time limitations for architectural review and approval of Owner submittals, including the required content of Improvement drawings and specifications; (ii) guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended or required for use in connection with particular Improvement

projects within Kent Woodlands; (iii) the criteria and procedures for requesting variances from any minimum construction standards that would otherwise apply to the proposed Improvement under the Governing Documents; (iv) standard specifications for routine or commonly recurring projects; (v) specifications for other projects that may expedite review and approval if followed; (vi) minimum requirements for the maintenance, supervision and restoration of construction sites by Owners and their contractors; (vii) any requirements for the payment of inspection/plan processing fees and deposits to assure the Owner's proper and timely performance in accordance with the approved plans and specifications and the application, use and/or refund of such fees and deposits; (viii) uniform and reasonable time limitations for completion of approved Improvement projects or other duly noted compliance matters, including procedures to request an extension of the usual completion time in order to avoid hardship or to accommodate other factors beyond the Owner's reasonable control which have interrupted the progress of the Improvement project; (ix) consequences of failing to timely complete approved Improvement projects; and (x) inspection of Improvement projects by the Committee and the procedures available to the Committee to assure compliance with Architectural Rules or any conditions imposed on the Improvement project during the course of construction (including, without limitation, the issuance of stop work orders or "red tags" to cause an immediate cessation of construction activity). Notwithstanding the foregoing, no Architectural Rule shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the provisions of the Declaration shall prevail.

(b) Distribution Rules. A copy of the Architectural Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner upon written request therefor. When an amendment of an existing Rule or a new Rule is adopted, the new Rule or amendment shall be mailed or delivered to the Members within 30 days. A copy of the Architectural Rules shall also be available and open for inspection during normal business hours at the principal office of the Association.

Section 6. Basis for Approval of Improvements. When a proposed work of Improvement is submitted to the Architectural Committee for review, the Board shall grant the requested approval only if, in its sole discretion, the Committee makes the following findings regarding the proposed project:

(a) The Owner's drawings and specifications conform to this Declaration and to the Architectural Rules in effect at the time such plans are submitted to the Committee;

(b) The Improvement will be in harmony with the external design and appearance of other structures and/or landscaping within Kent Woodlands;

(c) The Improvement, as a result of its appearance, location or anticipated use, will not interfere with the reasonable enjoyment of any other Owner of his or her property.

(d) The proposed Improvement, if approved, will otherwise be consistent with the architectural and aesthetic standards and community character prevailing within Kent Woodlands and with the overall plan (including the current county land use plan applicable to Kent Woodlands) and scheme of development for Kent Woodlands, as contemplated by this Declaration and the Association Rules.

The Architectural Committee shall consider the following factors, among others, in reviewing a project proposal: (i) location of the proposed Improvement in relation to topography and finished grade elevations on the Lot; (ii) the height of the Improvement; (iii) the quality of the design and finish materials; and (iv) the harmony of the Improvement's external design (including color and height) with existing structures within Kent Woodlands, with particular, but not exclusive, consideration being given to structures located on the Applicant's Lot and structures on adjacent or nearby parcels. It is recognized that the Committee's

decisions to approve, disapprove, or approve with conditions proposed Improvement projects will, of necessity, involve subjective and/or aesthetic judgments.

The Committee shall be entitled to determine that a proposed Improvement or component thereof is unacceptable when proposed on a particular Lot, even if the same or a similar Improvement/component has previously been approved by the Committee for use at another location within Kent Woodlands, if factors such as drainage, topography or visibility from roads, Common Areas or other Lots or prior adverse experience with the product or components used in construction of the Improvement, design of the Improvement or its use at other locations within Kent Woodlands militate against erection of the Improvement or use of a particular component thereof on the Lot involved in the Owner's submittal. In approving a request for construction of an Improvement, the Committee may condition approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement or similar mitigating conditions.

Section 7. Time Limits for Approval or Rejection. Within 30 days after submission of drawings and specifications satisfying the requirements of the Architectural Committee, the Committee shall give written notice of approval or of disapproval with written suggestions of changes required for approval. If the Committee recommends that the drawings and specifications be modified, the Applicant may implement such changes and, within 30 days, resubmit incorporating such changes for approval to the Committee, which shall not unreasonably withhold its approval so long as the Applicant has complied in all material respects with the requested changes. If no written notice of approval or disapproval is received by the Applicant within 30 days after the Owner's drawings and specifications (or revisions thereto) are submitted to the Committee, the drawings and specifications shall be deemed to have been approved as submitted.

Section 8. Limitation on Liability. Neither the Association, nor the Board or the Architectural Committee or any member thereof, shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any mistakes in judgment, negligence or nonfeasance arising out of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any Improvement project, whether or not pursuant to approved plans, drawings or specifications; provided, however, that such member has acted in good faith on the basis of such information as he or she possessed at the time the act or omission occurred.

Section 9. Compliance With Governmental Regulations. Review and approval by the Architectural Committee of any proposals, plans or other submittals pertaining to Improvements and any action by the Board to review and approve variance requests shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements. Owner-applicants whose Improvement projects are approved by the Architectural Committee shall be solely responsible for satisfying all other applicable governmental regulations and ordinances pertaining to the project. Conversely, review and approval of Improvement projects by the County shall in no way be deemed to constitute satisfaction of, or compliance with, the private architectural review and approval procedures and minimum construction standards set forth in this Declaration.

ARTICLE VI Minimum Construction Standards

Unless a variance is requested from, and granted by, the Architectural Committee, Improvements constructed on any Lot after the Effective Date of this Declaration shall conform to the following minimum construction standards:

Section 1. Approval Required From Architectural Committee For All Improvements. No building, fence, wall or other permanent structure of Improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the Lots have been submitted to the Architectural Committee for review and approval as described in article V hereof.

Section 2. Licensed Contractor. If required by law, residential structures shall be constructed by a contractor duly licensed under the laws of the State of California.

Section 3. Residential Use Only. Kent Woodlands and every portion thereof, is declared to be residential in character and is restricted to use for residential purposes only. No dwelling, building or structure of any kind, other than single family Residences, with a garage and other customary and usual outbuildings purely incidental to such dwellings, shall be constructed within Kent Woodlands. No more than one detached single family Residence, with a separate garage and other customary and usual outbuildings purely incidental to such dwelling, shall be constructed, erected, placed or maintained on a single residential Lot.

Section 4. Grading and Excavation Activities. No excavation for stone, gravel, or earth shall be made on any portion of Kent Woodlands except and only to the extent necessary in connection with grading to create an appropriate site for the erection of a building or a structure thereon as herein provided. Grading should be discouraged as it disrupts the existing topography, native vegetation, trees, and rock outcroppings. Where minimum grading is approved, the applicant should be required to replant all cut and fill slopes with native (drought tolerant and fire resistant) type materials. Shrubs or trees should be planted at the base of all cut slopes, in addition to ground covers which may be used to cover the slopes, of sufficient mature height to effectively obscure the cut slopes. Grading projects are subject to Architectural Committee review and approval pursuant to article V, above. No Owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels as established in connection with the approval of the final subdivision Maps by the County, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Committee, the County, and all other public authorities having jurisdiction.

Section 5. Minimum Size of Residential Lots. No residential Lot within Kent Woodlands shall be less than two (2.0) acres in size, except that Lots in existence as of the Effective Date of this Declaration which are less than two acres in size shall be exempt from this requirement. No Lot within Kent Woodlands shall be further subdivided except as hereinafter provided, and the Owners of adjoining Lots shall not modify their common boundary line except with the prior written consent of the Board. No residential lot appearing on any of the Recorded Subdivision Maps shall be split or further subdivided without first obtaining the written consent of the Board. The Board shall not approve any such Lot split unless it finds that: (i) the divided Lots will all be similar to the adjacent Lots in size and character; (ii) each of the divided Lots will be adequate in size and character to permit development similar to that in which other residential Lots in the areas have been developed; and (iii) that the divided Lots or the development as contemplated therefore will not materially affect the existing use, enjoyment and value of the other Lots in the immediate area. Notwithstanding the foregoing, no Lot shall be further subdivided so as to create several Lots where one or more of such Lots is less than two (2.0) acres in size. Master plans for land divisions and subdivisions should be in conformance with the performance standards contained in Title 22 (Zoning) of the Marin County Code, or successor ordinance.

Section 6. Set Backs. No Residence or other structure, including swimming pools or other outside facilities, shall be constructed or situated on any Lot except in conformity with the set back lines shown on the original Subdivision Map creating the Lot and in conformity with any additional "set back" lines which have been imposed on the property by provisions contained in deeds to any of the residential Lots shown on any

Subdivision Maps. If no set back is designated for any residential Lot in the original Subdivision Maps or any deed, then the set back shall be as follows: thirty (30) feet from the front property line of a Lot, twenty-five (25) feet from the rear property line of a Lot and fifteen (15) feet from the side property lines of a Lot or the distance designated by applicable County laws, whichever is the greater. If any of the set back distances specifically described in the preceding sentence are greater than the set backs imposed by County ordinance, the set-back may be modified by a variance issued by the Association in writing by the Architectural Committee. The set backs of any building, structure or other development shall be deemed to be the minimum distance between such building, structure or other improvement and the Lot line. The set back of any building, or other structure or other Improvement as to any street shall be deemed to be the minimum distance between any portion of the building, structure or Improvement, and the nearest line of the street. If a Lot adjoins two or more streets, the Architectural Committee shall determine the appropriate application of the various set back rules to the respective streets, including the resolution of any questions regarding which line of a Lot is a front, rear or side line.

Section 7. Underground Utilities. All wires and lines for the transmission of electricity, telephone signals and cable television utilities servicing any Lot within Kent Woodlands shall be installed underground from the utility pole to the Residence and no such wires shall exist above the surface of any portion of Kent Woodlands, provided, however, any residential Lot now being serviced by overhead wires may continue to be so serviced, and if additional or replacement overhead lines are required for any use, they may be added thereto. The Owner of any residential Lot to which such services are to be carried shall bear the cost of installing or placing such wires and conduits underground.

Section 8. Trees. No trees which have a circumference greater than eighteen (18) inches when measured five (5) feet above grade shall be cut, removed or heavily pruned without the consent of the Architectural Committee unless the tree is certified to be dead or diseased and is creating or is likely to create an immediate threat or hazard to persons or property. If a tree materially obstructs the view from any other residential Lot, the Architectural Committee shall determine if, how and to what extent such tree shall be trimmed or removed so that the view from the other residential Lot shall not be unreasonably obstructed by such tree. The Committee shall in writing advise the Owner of the Lot upon which the tree is located to have the tree so trimmed or removed. If the Owner fails for a period of thirty (30) days after delivery of such written notice to have the tree so trimmed or removed, the Architectural Committee shall have the right, but shall not be obligated, by itself or its agents or employees, to enter the Lot upon which the tree is located and to trim or to remove it at the expense of the Owner.

Section 9. Roofing Materials. The use of roofing materials, such as tile, gravel or artificial shingles or shakes that have the appearance of natural wood shingles shall be permitted, subject to prior Architectural Committee approval of the appearance and quality of the material.

Section 10. Landscaping Within Street Rights-of-Way on Lots. Planting within the right-of-way shall be kept low so as not to obscure traffic sight distances. No planting shall be approved on any portion of a public road right-of-way which is level with the road surface. The purpose of this latter requirement is to provide areas for emergency off-street parking, and havens for pedestrians and bicyclists.

Section 11. No Drilling. No well for the production of, or from which there is produced, oil or gas or any other mineral substance shall be dug or operated upon any portion of any residential Lot within Kent Woodlands. Water wells, for purposes of supplying irrigation water, may be permitted.

Section 12. Exterior Colors and Finishes. In order to reinforce the beautiful natural environment of Kent Woodlands, natural colors and finishing materials (meaning earth tones or other colors indicated on a

color chart adopted as part of the Architectural Rules) should be used on the exterior surfaces of structural improvements. In particular, reflective surfaces and light colored roofs should not be permitted. If Owners repaint their Residences and other building structures utilizing the same paint color as existing or another color indicated on a chart of approved colors adopted by the Association, the project may proceed without the necessity of complying with article V of this Declaration ("Architectural Control").

Section 13. Solar Equipment. The siting of solar collectors should minimize reflection of light into other homes where possible. Subject to sections 714 and 714.1 of the California Civil Code, the Architectural Committee can adopt uniform standards and specifications for the installation of solar heating equipment.

Section 14. Preservation of Privacy Areas on Lots. Outdoor living areas are an important quality of Residences within Kent Woodlands. People are able to use outdoor areas as extension of their home because of the level of privacy between Residences. Additions to Residences, especially second stories, and the siting of any new Residences should be designed to keep privacy between homes at a maximum.

Section 15. Off-Street Parking. Because on-street parking is not generally available within Kent Woodlands, each new Residence should provide parking adequate for the residents and their guests. Title 24 of the Marin County ordinances currently requires 2 parking spaces for a typical single family Residence. In addition to these, as many guest parking spaces as possible, up to four, should be provided on the Lot. These guest parking spaces may be in tandem. Where possible, parking should not be provided by parking platforms because they detract from the presence of the natural environment within Kent Woodlands.

Section 16. Only Permanent, Completed Residence May Be Occupied. No trailer, tent, garage, mobile home, vehicle or any outbuilding or other structure shall be temporarily or permanently used as a Residence or lodging place, nor shall any structure of a temporary character be used as a Residence, and no person shall reside in any Residence until or unless the construction of the Residence has been completed. Nothing in this section shall be construed to prohibit families from erecting a tent on their Lot for occasional outdoor recreation as when children camp on their parent's Lot during the summer time.

Section 17. Antennae, External Fixtures, Etc. No television or radio poles, antennae, flag poles, or other external fixtures, except those approved by the Architectural Committee, shall be constructed, erected or maintained on any Lot.

Section 18. Exterior Lighting and Fixtures. No colored exterior lights (except holiday displays and yellow insect type lights) shall be permitted at any location within Kent Woodlands. All exterior fixtures that are attached to the main Residence shall be compatible with the design and materials of the Residence. Fluorescent, mercury vapor, sodium, or amber vapor lights, or standards outdoor lights of the type used for security must be enclosed in a manner that directs the light in a specific area without causing a visual impairment to passing motorists or a nuisance to neighboring properties. The issue of whether a nuisance exists shall be determined by the Architectural Committee in its sole discretion.

Section 19. Patios, Walkways and Driveways. All driveway, patio, and walkway materials shall be acceptable to the Architectural Committee.

Section 20. Delivery Receptacles. Free-standing mail box support structures must be approved as to the design and appearance by the Architectural Committee. There shall be no newspaper tubes.

Section 21. Garages. Each Residence shall have at least a two-car garage which may be either of an attached or detached design.

Section 22. Fences. All screening and fencing must be approved by the Architectural Committee, must be architecturally designed to conform to the design of the proposed or existing Residence and shall be constructed of wood, wood and welded wire, rock, masonry, wrought iron or a combination thereof. All screening and fencing must be maintained in a good sound structural manner, and painted or stained periodically so as not to have a shabby or unkempt appearance. Screening and fencing must be so designed as to face its most attractive side toward the street or toward any neighboring Lots. Screening or fencing of double-sided construction, with cap board and base board to guarantee a lasting appearance, is desired. Any front-facing wing fence on a Lot and any side-yard fence which is on a corner Lot and visible from any street shall be of the same material and color as the exterior wall surface of the Residence to which it relates. No fence or wall over six (6) feet in height shall be erected at any place within Kent Woodlands; provided, however, this restriction may be waived or modified by the Architectural Committee in accordance with the variance procedures set forth in the Architectural Rules. Fences shall be discouraged within the right-of-way of any County road or street.

Section 23. Application of Article to Existing Improvements. The minimum construction standards imposed by this article shall not apply to any Improvement, otherwise prohibited, restricted or regulated by this article, which exists on any Lot as of the Effective Date of this Declaration, with the following exceptions:

(a) Any exterior repair or maintenance of the nonconforming Improvement must use like-kind materials and/or colors unless otherwise approved by the Architectural Committee; and

(b) If the nonconforming Improvement is completely destroyed or damaged to such an extent that the cost of repairs will exceed 50 percent of the replacement cost of the Improvement, the Improvement must thereafter be eliminated or reconstructed or repaired in a manner which complies with this article, unless the Architectural Committee grants the Owner a variance.

ARTICLE VII Association and Owner Maintenance Responsibilities

Section 1. Common Facilities. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of all Common Facilities. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area.

Section 2. Owner Maintenance Responsibility. Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot. Without limiting the foregoing, Owners shall maintain the exteriors of their Residences and landscaping in a neat and attractive appearance and shall manage weeds and other natural vegetation on their Lots in a way which reduces the risk of fire. Each Owner shall be responsible for spraying, pruning and otherwise caring for all trees and plants on the Owner's Lot in order to maintain the health and to enhance the beauty thereof. No Owner shall permit the visible accumulation of debris or trash, or permit other unsightly objects, including but not limited to, trucks, boats, trailers, machinery, cars under repair or reconstruction, building materials, or tree or shrub cuttings, to visibly remain or be visibly parked or stored on any portion of any residential Lot, including such part of which is used as a private or public street adjacent; provided, however, the foregoing restrictions shall not preclude the temporary use of debris boxes which are removed at the earliest possible time consistent with the purpose for which the box was used.

Section 3. Association Recovery of Costs of Certain Repairs and Maintenance.

(a) **Association Maintenance Necessitated by Owner Negligence.** If the need for maintenance or repair, which would otherwise be the Association's responsibility hereunder, is caused through the willful or negligent acts of an Owner, his or her family, guests, tenants, or invitees, and is not covered or paid for by insurance policies maintained by the Association or the responsible Owner, the cost of such maintenance or repairs shall be subject to recovery by the Association through the imposition of a Special Individual Assessment against the offending Owner in accordance with article IV, section 4 hereof.

(b) **Owner Defaults in Maintenance Responsibilities.** If an Owner fails to perform maintenance or repair functions on the Owner's Lot for which he or she is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within 15 days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its right to enter the Owner's Lot and perform the repair or maintenance so long as the Owner has been given prior notice and the opportunity for a hearing in accordance with article XI, section 5, hereof.

**ARTICLE VIII
Use of Properties and Restrictions**

In addition to the restrictions established by law or Association Rules promulgated by the Board of Directors (consistent with this Declaration), the following restrictions are hereby imposed upon the use of Lots, Common Areas and other parcels within Kent Woodlands.

Section 1. Use of Lots.

(a) All Lots within Kent Woodlands shall be used solely for the construction of Residences whose occupancy and use shall be restricted to Single Family Residential Use. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation. In addition to the foregoing, a Lot may only contain one living facility and may not be occupied by more than one family, on a temporary or permanent basis, at the same time, excluding a family that is providing domestic, gardening or other services at the same residence on a regular and full-time basis.

(b) All Residences and related structures erected on any Lot after the Effective Date of this Declaration shall conform to the minimum construction standards set forth in article VI hereof, unless a variance has been granted by the Architectural Committee.

(c) Each Lot shall be conveyed as a separately designated and legally described fee simple estate, subject to this Declaration. All Lots and the Residences and other Improvements erected or placed thereon (including, without limitation, landscaping) shall at all times be maintained in such a manner as to prevent their becoming unsightly.

(d) The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and natural drainage channels.

(e) No signs or banners of any kind shall be displayed on any Lot or posted within Kent Woodlands except that an Owner may post on his or her Lot (i) a single "For Rent" or "For Sale" sign of reasonable dimensions and appearance, and (ii) flags, so long as they conform to the Association Rules.

Section 2. Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within Kent Woodlands which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing, no Owner shall permit unreasonable noise, including, but not limited to unreasonable noise created by barking dogs, stereo amplifier systems, motor vehicles or power tools, or equipment to emanate from an Owner's Lot which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Lot. This section is not intended to preclude an Owner or resident from pursuing ordinary and customary residential property maintenance and/or repair activities which are otherwise consistent with the provisions of the Governing Documents, but rather to regulate conduct, practices and activities that would be offensive and injurious to the quiet enjoyment of persons of ordinary sensibilities.

Section 3. Animals or Pets. Only usual and common household pets, such as caged birds, fish in aquariums, cats and dogs shall be kept on any Lot. Common household pets shall not be maintained in unreasonable numbers or bred for commercial purposes. No pet in heat shall be permitted to be unconfined. Each person who owns or maintains a pet within Kent Woodlands shall be solely responsible for the conduct and actions of the animal. The Board of Directors shall be entitled to adopt further reasonable rules and regulations concerning the maintenance of pets in order to ensure that the same do not interfere with the quiet enjoyment of other Owners and residents. Among other things, the rules may define what constitutes a "reasonable number" of various kinds of permitted pets, depending on their size, disposition, maintenance requirements, and other reasonable factors.

Section 4. Commercial Activities. The Board shall establish guidelines for any business or commercial activities, and no business or commercial activities of any kind whatsoever shall be conducted in any Residence, garage, or out building or on any portion of any Lot except according to the guidelines established by the Board. Furthermore, no restrictions contained in this section shall be construed in such a manner so as to prohibit any Owner from: (a) maintaining his or her personal library in his or her Residence; (b) keeping his or her personal business records or accounts therein; (c) handling his or her personal or professional telephone calls or correspondence therefrom; (d) leasing or renting his or her Residence in accordance with article II, section 3, hereof; or (e) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization so long as any such activity does not involve exterior signage or create customer traffic within Kent Woodlands. The uses described in (a) through (e), above, are expressly declared to be customarily incidental to the principal residential use of a Lot and not in violation of this section.

To qualify as "otherwise compatible with residential use" under subparagraph (e), above, all of the following conditions must be fulfilled:

- (i) such activities are conducted in conformance with all applicable governmental ordinances;
- (ii) the patrons or clientele of such activities do not park automobiles or other vehicles within the Properties in a manner which unreasonably increases traffic within Kent Woodlands; and
- (iii) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from the outside of the boundaries of the Residence.

ARTICLE IX Easements

Section 1. Roadway Easements. Each Owner and the Association shall have and is hereby granted a nonexclusive easement for street, roadway and vehicular traffic purposes over and along all private roadways within Kent Woodlands.

Section 2. Other Easements. Each Lot and its Owner, and the Association as to the Common Area, are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under Kent Woodlands and each Lot and Common Area as shown on any Subdivision Map.

ARTICLE X Damage or Destruction

In the event of damage or destruction by fire or other casualty affecting a Residence, the Owner thereof shall, within six months thereafter, either: (a) diligently commence to rebuild the Residence in accordance with the terms hereof, including, without limitation, the architectural review provisions of article V hereof; or (b) clear and level the Lot, removing all wreckage, debris and remains of the Residence therefrom and leaving the same in a level, clean condition.

ARTICLE XI Breach and Default

Section 1. Remedy at Law Inadequate. Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, tenant, occupant or user of any Lot to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

Section 2. Costs and Attorneys' Fees. In any action brought because of any alleged breach or default of any Owner or other party hereto under this Declaration, the court may award to the prevailing party in such action such attorneys' fees and other costs as it may deem just and reasonable.

Section 3. Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

Section 4. Failure Not a Waiver. The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

Section 5. Rights and Remedies of the Association.

(a) **Enforcement of Property Use Restrictions.** The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and tenants with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action, the Owner or tenant responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the noncomplying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her right to be heard on the matter and that the failure to remedy the violation will lead to formal enforcement proceedings, including the filing of a lawsuit on the Association's behalf.

(b) **Rights Generally.** In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or tenants, the Board, for and on behalf of all other Owners, may enforce the obligations of residents to obey such Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel or the pursuit of legal action. The decision of whether it is appropriate or necessary for the Association to take enforcement action in any particular instance shall be within the sole discretion of the Board or its duly authorized enforcement committee. If the Association declines to take action in any instance, any Owner shall have such rights of enforcement as exist by virtue of section 1354 of the California Civil Code or otherwise by law.

(c) **Court Actions.** Court actions to enforce the Governing Documents may only be initiated on behalf of the Association by resolution of the Board. Prior to the filing of any court action seeking declaratory or injunctive relief to interpret or enforce the Governing Documents (including either such action coupled with a claim for monetary damages not in excess of \$5,000), the Association shall first comply with the provisions of Civil Code section 1354 relating to alternative dispute resolution.

ARTICLE XII
Notices

Section 1. Mailing Addresses. Any communication or notice of any kind permitted or required herein shall be in writing and may be served, as an alternative to personal service, by mailing the same as follows:

If to any Owner: To the street address of his or her Lot or to such other address as he or she may from time to time designate in writing to the Association.

If to the Association: Kent Woodlands Property Owners Association, at the principal office of the Association (or to such other address as the Association may from time to time designate in writing to the Owners). That address is currently Box 404, Kentfield, California 94914.

Section 2. Personal Service Upon Co-Owners and Others. Personal service of a notice or demand to one of the co-Owners of any Lot, to any general partner of a partnership which is the Owner of Record of

the Lot, or to any officer or agent for service of process of a corporation which is the Owner of Record of the Lot, shall be deemed delivered to all such co-Owners, to such partnership, or to such corporation, as the case may be.

Section 3. Deposit in United States Mails. All notices and demands served by mail shall be by first-class or certified mail, with postage prepaid, and shall be deemed delivered four days after deposit in the United States mail in the County.

ARTICLE XIII General Provisions

Section 1. No Public Rights in Kent Woodlands. Nothing contained in this Declaration shall be deemed to be gift or dedication of all or any private or Common Area portions of Kent Woodlands to the general public or for any public use or purpose whatsoever.

Section 2. Amendment of Declaration. This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of the holders of not less than 51 percent of the Owners of Lots which are subject to this Declaration. The amendment will be effective upon the Recording a Certificate of Amendment, duly executed and certified by the president and secretary of the Association, setting forth in full the amendment so approved and certifying that the approval requirements of this section have been satisfied. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

Section 3. Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration shall run with, and shall benefit and burden the Lots and the Common Area as herein provided, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors, and its officers and agents, and their respective successors in interest, for the term of 40 years from the date of the Recording of this Declaration. After the expiration of the initial term, the term of this Declaration shall be automatically extended for successive periods of 10 years each unless, within 6 months prior to the expiration of the initial 40-year term or any such 10-year extension period, a recordable written instrument, approved by Owners of not less than 51 percent of the Lots within all Subdivisions of Kent Woodlands subject to this Declaration terminating the effectiveness of this Declaration, is Recorded.

Section 4. No Impairment of Lien or Mortgage. All of the conditions, covenants, reservations and restrictions set forth in this Declaration shall be subject to and subordinate to any Recorded Mortgage in good faith and for value at any time executed covering any part of the property, and the breach of any such conditions, covenants, restrictions or reservations shall not defeat the lien of any such Mortgage, and in case of entry the title shall remain subject to such Mortgage; provided, however, that the purchaser at any foreclosure sale under any such Mortgage and any trustee's sale under any such deed of trust, or the grantee under any deed in lieu of foreclosure, his or its successors and assigns shall take and thereafter hold the title subject to all of the conditions, covenants, restrictions and reservations set forth in this Declaration.

Section 5. Annexation of Lots and/or Tracts. It is the desire and objective of the Association and of those Owners of Lots within Kent Woodlands which are subject to this Declaration that its covenants, conditions and restrictions become equitable servitudes applicable to all Lots and parcels comprising Kent Woodlands. Accordingly, any Owner or Owners of Lots or parcels located within any portion of the Kent Woodlands development shall be authorized and empowered to subject their property to this Declaration either

by: (i) referencing the Recordation information of this Declaration (book and page number and date of Recordation) in the deed conveying the Lot or parcel and stating that it is the intent of the grantor to convey the Lot or parcel subject to the covenants, conditions, restrictions and equitable servitudes set forth herein; or (ii) Recording a "Declaration of Annexation", executed and acknowledged by the Owners of all Lots and parcels that are described by a proper legal description in the Declaration of Annexation. The Declaration of Annexation shall describe the real property being annexed and state that it is the purpose and intent of the Owners executing the Declaration of Annexation to subject their property to the covenants, conditions, restrictions and equitable servitudes set forth herein. If any portion of the real property described in Exhibit "E" is subject to another declaration of restrictions at the time that annexation of the affected property to this Declaration is proposed, any requirements for the amendment of such other declaration must also be satisfied and the recitals in the grant deed or Declaration of Annexation shall so attest. Any annexation permitted hereunder shall be effective as to the covered real property upon Recordation of a grant deed or Declaration of Annexation which meets the requirements of this section.

Section 6. Construction. All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of Kent Woodlands as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof. Notwithstanding the foregoing sentence, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision. 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. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of any of the substantive terms or provisions of this Declaration. All exhibits to which reference is made herein are deemed to be incorporated herein by reference.

DATED: 9/24/95, 1995.

**KENT WOODLANDS PROPERTY OWNERS
ASSOCIATION**, a California nonprofit mutual benefit
corporation

By Carlo S. Fowler
Carlo S. Fowler, President

By Frederick A. Fuchs
FREDERICK A. FUCHS Treasurer

EXHIBIT "A"

**ORIGINAL DECLARATIONS
BEING CONSOLIDATED, AMENDED AND RESTATED**

1. Restatement, Revision and Consolidation of the Restrictions, Conditions and Covenants affecting the Residential Community known as Kent Woodlands (the "Consolidation Declaration"), executed by the Kent Woodlands Property Owners Association (the "Association"), and Recorded on or about September 24, 1976, as Instrument No. 42386, in Book 3090, Page 513, of the Official Records of Marin County, California ("Official Records"). The Consolidation Declaration recites that it consolidated the instruments identified on Exhibit "A-1".
2. Certification of Kent Woodlands Property Owners Association Affecting Kent Subdivision No. 1 and Kent Woodlands Sub'd No. One, executed by the Association, and Recorded on December 26, 1985, as Instrument No. 85-057758, in the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Subdivision No. 1 and Kent Woodlands Sub'd No. One).
3. Certification of Kent Woodlands Property Owners Association Affecting Kent Woodlands Sub'd No. Two, executed by the Association, and Recorded on December 22, 1987, as Instrument No. 87-80761, in the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Woodlands Sub'd No. Two).
4. Certification of Kent Woodlands Property Owners Association Affecting Kent Woodlands Sub'd No. Four, executed by the Association, and Recorded on December 22, 1987, as Instrument No. 87-80760, in the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Woodlands Sub'd No. Four).
5. Certification of Kent Woodlands Property Owners Association Affecting Kent Woodlands Sub'd No. Six, Seven and Eight, executed by the Association, and Recorded on January 12, 1977, as Instrument No. 1955, in Book 3140, Page 254, of the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Woodlands Sub'd Nos. Six, Seven and Eight).
6. Certification of Kent Woodlands Property Owners Association Affecting Kent Woodlands Subdivision No. Nine, executed by the Association, and Recorded on February 5, 1981, as Instrument No. 81-05695, in the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Woodlands Sub'd No. Nine).
7. Amendment to Declaration of Restrictions, Conditions, Covenants and Agreements and Adoption of Consolidated Declaration of Restrictions Affecting the Real Property known as Kent Woodlands Subdivision No. Twelve, executed by the owners of the lots with Kent Woodlands Subdivision No. Twelve, and Recorded on December 28, 1984, as Instrument No. 84-059518, in the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Woodlands Subdivision No. Twelve).

8. Certification of Kent Woodlands Property Owners Association Affecting Kent Woodlands Sub'd No. Thirteen, executed by the Association, and Recorded on December 22, 1986, as Instrument No. 86-72500, in the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Woodlands Sub'd No. Thirteen).
9. Certification of Kent Woodlands Property Owners Association Affecting Kent Woodlands Sub'd No. Fourteen, executed by the Association, and Recorded on December 27, 1989, as Instrument No. 89-75050, in the Official Records (evidencing the adoption of the Consolidation Declaration by Kent Woodlands Sub'd No. Fourteen by that instrument entitled "Amendment to Declaration of Restrictions, Conditions, Covenants and Agreements and Adoption of Consolidated Declaration of Restrictions Affecting the Real Property known as Kent Woodlands Sub'd No. Fourteen", executed by the owners of the lots with Kent Woodlands Sub'd No. Fourteen, and Recorded on December 27, 1989, as Instrument No. 89-75049, in the Official Records).
10. Certification of Kent Woodlands Property Owners Association Attesting to Extension of the Term of that certain Declaration of Restrictions, Conditions, Covenants and Agreements Affecting Real Property known as Kent Woodlands, Marin County, California (for Kent Woodlands Sub'd No. Seventeen), executed by the Association, and Recorded on December 30, 1994, as Instrument No. 94-088170, in the Official Records.
11. Declaration of Restrictions, Conditions, Covenants and Agreements Affecting Real Property known as Kent Woodlands, Marin County, California (for Kent Woodlands Sub'd No. Eighteen), executed by Kent Woodlands Properties, Inc., a California corporation, and Recorded on or about January 12, 1966, as Instrument No. 1056, in Book 2016, Page 56, of the Official Records.
12. Declaration of Restrictions, Conditions, Covenants and Agreements Affecting Real Property known as Kent Woodlands, Marin County, California (for Kent Woodlands Sub'd No. Nineteen), executed by Kent Woodlands Properties, Inc., a California corporation, and Recorded on or about January 10, 1968, as Instrument No. 726, in Book 2184, Page 368, of the Official Records.
13. Declaration of Annexation for Kent Woodlands Subdivision No. 21, executed by Jay M. Kaplan, Trustee for the Kaplan 1982 Revocable Trust , and Recorded on October 21, 1992, as Instrument No. 92-084053, in the Official Records.

EXHIBIT "A-1"

**INSTRUMENTS IDENTIFIED IN
THE 1976 CONSOLIDATION DECLARATION**

Declaration of Restrictions, Conditions, Covenants and Agreements as follows:

Affecting Real Property known as Kent Subdivision No. 1, Marin County, California, Recorded April 16, 1936, in Book 315, Page 42 of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. One, a resubdivision of Kent Subdivision No. 1, Marin County, California, Recorded April 16, 1936, Book 315, Page 42, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Two, Marin County, California, Recorded June 23, 1938, Book 366, Page 90, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Three, Marin County, California, Recorded October 13, 1945, Book 498, Page 17, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Four, Marin County, California, Recorded October 18, 1940, Book 402, Page 355, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Five, Marin County, California, Recorded July 18, 1946, Book 523, Page 263, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Six, Marin County, California, Recorded January 15, 1947, Book 538, Page 416, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Seven, Marin County, California, Recorded May 21 1944, Book 554, Page 476, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Eight, Marin County, California, Recorded August 7, 1947, Book 554, Page 476, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Nine, Marin County, California, Recorded August 28, 1951, Book 704, Page 238, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Ten, Marin County, California, Recorded September 21, 1951, Book 709, Page 81, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Eleven, Marin County, California, Recorded April 14, 1954, Book 861, Page 17, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Twelve, Marin County, California, Recorded September 19, 1955, Book 972, Page 388, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Thirteen, Marin County, California, Recorded November 1, 1957, Book 1151, Page 210, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Fourteen, Marin County, California, Recorded September 28, 1960, Book 1402, Page 207, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Fifteen, Marin County, California, Recorded September 4, 1963, Book 1722, Page 592, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Sixteen, Marin County, California, Recorded December 23, 1963, Book 1762, Page 426, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Seventeen, Marin County, California, Recorded February 10, 1965, Book 1909, Page 596, of Official Records of Marin County.

Amendment to Declaration of Restrictions, Conditions, Covenants, and Agreements Affecting Real Property known as Kent Woodlands, Subdivision No. Seventeen and other property, Marin County, California, Recorded February 26, 1965, Book 1914, Page 76, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Eighteen, Marin County, California, Recorded January 12, 1966, Book 2016, Page 56, of Official Records of Marin County.

Affecting Real Property known as Kent Woodlands, Subdivision No. Nineteen, Marin County, California, Recorded January 10, 1968, Book 2184, Page 368, of Official Records of Marin County.

Grant Deed from Kent Woodlands Properties, Inc., a California corporation, Grantor, to Bruce Seymour, Grantee, dated July 22, 1974, subject to certain restrictions, reservations and conditions and recorded as Lot 23A on November 8, 1974 in Book 2845, Page 163, Official Records of Marin County.

EXHIBIT "B"

LEGAL DESCRIPTION OF KENT WOODLANDS

All property shown on the Map of Kent Subdivision No. 1, Marin County, California. Recorded April 13, 1936. Map Book 5, Page 66, of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. One - A Resubdivision of Map of Kent - No. 1, Marin County, Calif. Recorded May 20, 1938. Map Book 5, Page 74, of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Two. Marin County, Calif. Recorded June 21, 1938. Map Book 5, Page 75, of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Three. Marin County, Calif. Recorded October 13, 1945. Map Book 6, Page 2, of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Four. Marin County, Calif. Recorded October 15, 1940, Map Book 5, Page 86 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Five. Marin County, Calif. Recorded July 8, 1946, Map Book 6, Page 13 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Six. Marin County, Calif. Recorded January 15, 1947, Map Book 6, Page 23 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Seven. Marin County, Calif. Recorded May 21, 1947, Map Book 6, Page 32 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Eight. Marin County, Calif. Recorded August 7, 1947, Map Book 6, Page 36 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Nine. Marin County, Calif. Recorded August 28, 1951, Map Book 7, Page 43 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Ten. Marin County, Calif. Recorded September 20, 1951, Map Book 7, Page 44 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Eleven. County of Marin, California. Recorded April 14, 19547, Map Book 8, Page 6 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Twelve. County of Marin, California. Recorded September 19, 1955, Map Book 8, Page 91 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Thirteen. County of Marin, California. Recorded November 1, 1957, Map Book 9, Page 91 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Fourteen. County of Marin, California. Recorded September 27, 1960, Map Book 10, Page 79 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Fifteen. County of Marin, California. Recorded September 3, 1963, Map Book 12, Page 16 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Sixteen. County of Marin, California. Recorded December 23, 1963, Map Book 12, Page 51 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Seventeen, including a Resubdivision of Lot 557 Kent Woodlands Subd. No. Sixteen. County of Marin, California, Recorded February 5, 1965, Map Book 12, Page 114 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Eighteen. County of Marin, California. Recorded January 11, 1966, Map Book 13, Page 53 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Nineteen. County of Marin, California. Recorded January 9, 1968, Map Book 14, Page 23 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Twenty. County of Marin, California. Recorded August 19, 1977, Map Book 17, Page 6 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subdivision No. 21 filed for record on October 20, 1992, in Book 21 of Record Maps at Page 14, in the Official Records of Marin County.

All property which is subject to the Kent Woodlands Land Use Policy as adopted by the Marin County Board of Supervisors on 11 July, 1995, and all property which has access through property within the boundaries of the Kent Woodlands Land Use Policy area.

EXHIBIT "C"

**LEGAL DESCRIPTION OF REAL PROPERTY
INITIALLY SUBJECT TO THIS DECLARATION**

All property shown on the Map of Kent Subdivision No. 1, Marin County, California. Recorded April 13, 1936. Map Book 5, Page 66, of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. One - A Resubdivision of Map of Kent - No. 1, Marin County, Calif. Recorded May 20, 1938. Map Book 5, Page 74, of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Two. Marin County, Calif. Recorded June 21, 1938. Map Book 5, Page 75, of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Four. Marin County, Calif. Recorded October 15, 1940, Map Book 5, Page 86 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Six. Marin County, Calif. Recorded January 15, 1947, Map Book 6, Page 23 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Seven. Marin County, Calif. Recorded May 21, 1947, Map Book 6, Page 32 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Eight. Marin County, Calif. Recorded August 7, 1947, Map Book 6, Page 36 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Nine. Marin County, Calif. Recorded August 28, 1951, Map Book 7, Page 43 of Official Records of Marin County; excepting Lots 317, 318, 319, 324, 339, 359, 360, 362, 363, 364, 369 and 375 as shown thereon.

All property shown on the Map of Kent Woodlands Subd. No. Twelve. County of Marin, California. Recorded September 19, 1955, Map Book 8, Page 91 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Thirteen. County of Marin, California. Recorded November 1, 1957, Map Book 9, Page 91 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Fourteen. County of Marin, California. Recorded September 27, 1960, Map Book 10, Page 79 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Seventeen, including a Resubdivision of Lot 557 Kent Woodlands Subd. No. Sixteen. County of Marin, California, Recorded February 5, 1965, Map Book 12, Page 114 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Eighteen. County of Marin, California. Recorded January 11, 1966, Map Book 13, Page 53 of Official Records of Marin County.

All property shown on the Map of Kent Woodlands Subd. No. Nineteen. County of Marin, California. Recorded January 9, 1968, Map Book 14, Page 23 of Official Records of Marin County.

Lots 591 through 595, inclusive, as shown upon that certain map entitled "Map of Kent Woodlands Subdivision No. 21" filed for record on October 20, 1992, in Book 21 of Record Maps at Page 14, in the Official Records of Marin County.

Excepting therefrom any lot or parcel designated as "Not a part of this subdivision" on any of the foregoing maps.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE COMMON AREA

Assessor's Parcel No. 073-291-02, as shown on a deed recorded February 5, 1970, in Book 3499 of Official Records, at Page 77; and

Assessor's Parcel Nos. 075-131-19, 075-052-03, 074-291-13 and 074-181-19, and easements affecting Assessor's Parcel Nos. 074-201-13 and 074-262-09, as shown on a deed recorded July 24, 1975, in Book 2922 of Official Records, at Page 139.

EXHIBIT "E"

LEGAL DESCRIPTION OF REAL PROPERTY ELIGIBLE FOR ANNEXATION

All property shown on Exhibit "B" excluding the property shown on Exhibit "C".