

## ARTICLE II DEFINITIONS

Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in this Declaration, the Map and any grant deed to a Separate Interest shall have the meanings specified in this Article.

2.1 **ADDITIONAL CHARGES:** The term "Additional Charges" shall mean costs, fees, charges and expenditures, including without limitation, attorneys' fees, late charges, interest and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of assessments, fines and/or penalties.

2.2 **ADDITIONAL PROPERTY:** The term "Additional Property" shall mean the real property described on Exhibit "A" and all Improvements situated on such real property.

2.3 **ARTICLES:** The term "Articles" shall mean the Articles of Incorporation of Greenhills Master Association, which are or shall be filed in the Office of the Secretary of State of the State of California.

2.4 **ASSOCIATION:** The term "Association" shall mean Greenhills Master Association, its successors and assigns, a nonprofit mutual benefit corporation incorporated under the laws of the State of California.

2.5 **BOARD:** The term "Board" shall mean the Board of Directors of the Association.

2.6 **BUDGET:** The term "Budget" shall mean a pro forma operating budget prepared by the Board in accordance with Section 6.7.1 of this Declaration.

2.7 **BYLAWS:** The term "Bylaws" shall mean the Bylaws of the Association and any amendments thereto.

2.8 **CATEGORY OF PROPERTY:** The term "Category of Property" shall mean any of the following types of real property and all Improvements thereon:

2.8.1 **Common Area:** The term "Common Area" shall mean lots E1, E2, Z4, Z5 and CC, as shown on the Map. The term "Common Area" shall also mean any property described as Common Area in a Declaration of Annexation. Common Area includes all Improvements situated thereon or therein. Common Area does not include Subassociation Common Area.

2.8.2 **Condominium:** The term "Condominium" shall mean any Condominium described as such in a Declaration of Annexation. The term "Condominium Unit" shall mean the portion of a Condominium which is a "separate interest" as that term is defined in Section 1351(l) of the California Civil Code.

2.8.3 **Golf Course:** The term "Golf Course" shall mean any portions of the overall Greenhills Development which are from time to time utilized for golf course

purposes, including, but not by way of limitation, roughs, fairways and greens.

2.8.4 **Lot:** The term "Lot" shall mean Lots 1 through 12, inclusive, and 34 through 56, inclusive, Block 7, as shown on the Map. The term "Lot" shall also mean any Lot described as such in a Declaration of Annexation. Lot includes all Improvements situated thereon or therein.

2.8.5 **Separate Interest:** The term "Separate Interest" includes Lots, in the case of planned development portions of the Project, and Condominium Units, in the case of condominium portions of the Project. A Separate Interest is a "separate interest", as that term is defined in Section 1351(l) of the California Civil Code.

2.8.6 **Subassociation Common Area:** The term "Subassociation Common Area" shall mean any portion of the Project which is (i) identified as Subassociation Common Area in a Declaration of Annexation, (ii) required by a Supplemental Declaration to be maintained by a Subassociation, and (iii) either conveyed to a Subassociation or conveyed to two (2) or more Owners who are subject to a Supplemental Declaration, as tenants in common.

2.9 **CITY:** The term "City" shall mean the City of Chowchilla, California.

2.10 **COUNTY:** The term "County" shall mean the County of Madera, State of California.

2.11 **DECLARANT:** The term "Declarant" shall mean GREENHILLS HOLDING, a California limited partnership. The term "Declarant" shall also mean successors in interest of Declarant, if (i) such successor(s) in interest acquires all or any portion of Declarant's interest in the Subject Property and/or the Additional Property for the purposes of development, sale and/or rental and (ii) a certificate, signed by Declarant, has been recorded in the County in which the successor(s) in interest assumes the rights and duties of Declarant to the portion of the Subject Property and/or the Additional Property so acquired. There may be more than one Declarant.

2.12 **DECLARATION:** The term "Declaration" shall mean this Master Declaration of Covenants, Conditions and Restrictions of Greenhills Estates and includes any subsequently recorded amendments.

2.13 **DECLARATION OF ANNEXATION:** The term "Declaration of Annexation" shall mean any instrument recorded in the County which extends the provisions of this Declaration to all or a portion of the Additional Property or any other property.

2.14 **DELEGATE:** The term "Delegate" shall mean a Member who is elected by the Members of a Delegate District to be the Delegate of that District.

2.15 **DELEGATE DISTRICT:** The term "Delegate District" shall mean a geographic area identified below or in a Declaration of Annexation. Each Declaration of Annexation shall establish a new Delegate District or may add to an existing Delegate District. The Subject Property described in 1.1.1, above, is hereby identified as the Del



Rio/Edgewood Delegate District. A Declaration of Annexation may add additional Separate Interests to the Del Rio/Edgewood Delegate District.

2.16 ELIGIBLE HOLDER: The term "Eligible Holder" shall mean any Institutional Mortgagee who has delivered a written notice to the Association which contains its name, address and the number or address of the Separate Interest encumbered by the Mortgage and requests that the Association deliver written notice to it of any or all of the events specified in Section 9.5.

2.17 FIRST MORTGAGE: The term "First Mortgage" shall mean a Mortgage which has priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Separate Interest.

2.18 FIRST MORTGAGEE: The term "First Mortgagee" shall mean the Mortgagee of a First Mortgage.

2.19 IMPROVEMENTS: The term "Improvements" shall mean everything constructed, installed or planted on property—subject to this Declaration, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in Section 3106 of the California Civil Code, excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

2.20 INSTITUTIONAL MORTGAGEE: The term "Institutional Mortgagee" shall mean (i) a First Mortgagee which is the State of California, a bank, a savings and loan association, an insurance or mortgage company or other entity or institution chartered under or regulated by any federal and/or state law or (ii) an insurer or governmental guarantor of a First Mortgage including without limitation the Federal Housing Authority and the Veteran's Administration.

2.21 INVITEE: The term "Invitee" shall mean any person whose presence within the Project is approved by or is at the request of the Association or a particular Owner, including, but not limited to, lessees, tenants, and the family, guests, employees, licensees or invitees of Owners, tenants or lessees.

2.22 MAP: The term "Map" shall mean the subdivision map entitled "Tract No. 93-02, Greenhills Estates & Golf Club, Blocks 5 & 7," filed for record on July 5, 1995, in Book 43 of Maps at Page 133, et seq., Madera County Records, including any subsequently recorded amended final maps, certificates of correction, lot line adjustments and/or records of survey. The term "Map" shall also mean any recorded subdivision map described in a Declaration of Annexation.

2.23 MEMBER: The term "Member" shall mean an Owner.

2.24 MERCHANT BUILDER: The term "Merchant Builder" shall mean an Owner who (i) is designated as such by Declarant in a writing delivered to the Association, and

(ii) acquires from Declarant at least five (5) Separate Interests prior to the completion of construction of Residences on those Separate Interests. A Merchant Builder may also be a Declarant if the provisions of Section 2.11 are satisfied.

2.25 MORTGAGE: The term "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Separate Interest.

2.26 MORTGAGEE: The term "Mortgagee" shall mean a Mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

2.27 NOTICE AND HEARING: The term "Notice and Hearing" shall mean the procedure which gives an Owner notice of an alleged violation of the Project Documents and the opportunity for a hearing before the Board.

2.28 OWNER: The term "Owner" shall mean the holder of record fee title to a Separate Interest, including Declarant as to each Separate Interest owned by Declarant. If more than one person owns a single Separate Interest, the term "Owner" shall mean all owners of that Separate Interest. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude the contract vendor and any person having an interest in a Separate Interest merely as security for performance of an obligation.

2.29 PARTY FENCE: The term "Party Fence" shall mean any portion of a fence which is constructed and placed approximately on the common boundary of two (2) or more Lots.

2.30 PHASE: The term "Phase" shall mean any Separate Interests, Common Area or Subassociation Common Area which are simultaneously made subject to the provisions of this Declaration either by recording this Declaration or by recording a Declaration of Annexation.

2.31 PROJECT: The term "Project" shall mean the Subject Property and any property described in a Declaration of Annexation.

2.32 PROJECT DOCUMENTS: The term "Project Documents" shall mean the Articles, Bylaws, this Declaration and the Rules of the Master Association.

2.33 PUBLIC REPORT: The term "Public Report" shall mean a Final Subdivision Public Report issued by the Department of Real Estate of the State of California for one or more Phases of the Project.

2.34 RESIDENCE: The term "Residence" shall mean a dwelling situated on a Lot, including any attached garage also situated on a Lot. In the case of any portion of the Project which consists of Condominiums, the term "Residence" shall mean a Condominium Unit.

2.35 RULES: The term "Rules" shall mean the rules adopted by the Board, including architectural guidelines, restrictions and procedures.

2.36 SUBASSOCIATION: The term "Subassociation" shall mean an "association" (other than the "Association") as defined in Section 1351(a) of the California Civil Code which is referred to and governed by a Supplemental Declaration, provided, that all members of such association are also Members of the Association.

2.37 SUBJECT PROPERTY: The term "Subject Property" shall mean Lots 1 through 12, inclusive, and 34 through 56, inclusive, Block 7, and lots E1, E2, Z4 and Z5, as shown on the Map and all Improvements thereon.

2.38 SUPPLEMENTAL DECLARATION: The term "Supplemental Declaration" shall mean a declaration of covenants and restrictions, other than this Declaration, recorded by Declarant or a Merchant Builder and which encumbers a portion of the Project. A Supplemental Declaration may create a Subassociation.