



Woodbridge Village Association

Membership Agreement

THIS MEMBERSHIP AGREEMENT is made by the undersigned owner(s) (hereinafter collectively and individually "Buyer") in favor of Woodbridge Village Association, a California non-profit mutual benefit corporation (hereinafter the "Association") as follows:

1. Recitals. Buyer is purchasing or has purchased a single family dwelling (hereinafter the "Residence") in the planned development known as Village of Woodbridge in the City of Irvine, Orange County, California, further described below in paragraph 10.

The Residence is subject to, among other things, that certain Declaration of Covenants, Conditions and Restrictions recorded on June 9, 1976 in Book 11766, Pages 420 to 484, inclusive, of Official Records of Orange County, California (hereinafter the "Declaration"), which Declaration is incorporated herein by this reference with the same force and effect as if fully set forth herein. The Declaration requires, among other things, that Buyer shall execute this Membership Agreement, in consideration of which Buyer shall be granted voting privileges in the Association and the right to use certain facilities owned by the Association, all as provided in the Declaration. Buyer acknowledges that in order to best ensure that none of Buyer's rights and privileges as a Member and an Owner are suspended, Buyer should deliver, or cause an escrow company or other agent to deliver, an executed copy of this Membership Agreement to the Association immediately upon transfer of the Residence to Buyer.

2. Membership. By virtue of Buyer's ownership interest in the Residence, Buyer is a member of the Association and is both a "Member" and an "Owner" as those terms are defined in the Declaration. As such, Buyer is subject to the Articles of Incorporation (the "Articles") and the Bylaws (the "Bylaws") of the Association and any "Association Rules" or other rules and regulations adopted pursuant to the Declaration and the Bylaws. (The Declaration, Articles, Bylaws, Association Rules and other duly adopted rules and regulations of the Association are hereinafter collectively referred to as the "Management Documents.")

3. Rights and Duties. Buyer's ownership of the Residence and membership in the Association renders Buyer subject to all of the duties, obligations, restrictions and liabilities of an Owner and a Member under any of the foregoing, whether or not, specifically enumerated in this Membership Agreement and regardless of whether Buyer executes this Membership Agreement. Buyer hereby agrees to perform such duties and obligations, to discharge such liabilities and to be subject to such restrictions as provided in the Management Documents. Unless the Association has provided otherwise, Buyer's rights and privileges as a Member and an Owner shall be suspended unless Buyer executes this Agreement.

4. Assessments. Buyer hereby agrees to pay the Association each and every Assessment levied by the Association on Buyer pursuant to the Declaration or the other Management Documents. In the event of any delinquency in the payment of any Assessment levied on Buyer, in addition to any remedy authorized by law or the Management Documents, the Association may at its option enforce any such delinquent Assessment by bringing an action at law, by foreclosing the Assessment lien provided in the Declaration by judicial action or by proceeding under the power of sale provided in the Declaration. Any judgment rendered in any such action or the amount paid to the Association from the proceeds of such sale shall include the amount of the delinquency, interest on the unpaid Assessment, a late charge, attorney's fees, court costs, expenses of collection and any other amounts or charges specified in the Declaration.

5. Designation for Vote. As provided in the Management Documents, each of the persons herein referred to as a Buyer shall be an Owner and a Member. However, only one (1) vote shall be cast with respect to the Residence. The person signing this Membership Agreement on the appropriately indicated signature line below is hereby designated as the person who shall deliver the vote or written assent for any matter on which Buyer is entitled to vote under the Management Documents. The Association will recognize the vote of a membership signed by a co-owner who is not the designated voter provided (1) the designated voter has not otherwise cast a Ballot/Proxy or written assent and (2) the Association has not received notice from any other co-owner that there is a dispute concerning the vote on the particular issues which are the subject of the Ballot/Proxy or written assent.

6. Responsibilities Upon Transfer. Upon the transfer of Buyer's interest in the Residence, Buyer shall notify the Association in writing, or shall cause the sales escrow to notify the Association in writing, of the name of the person or persons to whom Buyer is transferring the Residence. Buyer shall also notify, or cause the sales escrow to notify, such transferee of such transferee's obligation to execute and deliver a Membership Agreement to the Association. On or before the effective date of such transfer, Buyer shall return to the Association any key, membership card or other token evidencing or facilitating the right to use any recreational or other facility or service owned or operated by the Association, and Buyer shall not deliver any such token or replica thereof to Buyer's transferee. If Buyer's transferor has not returned any such key, membership card or other token to the Association, Buyer agrees that the Association may charge Buyer a fee for any key, membership card or other token issued to Buyer by the Association.

7. Architectural Control. Buyer hereby acknowledges that the Declaration provides for architectural control by the Association over the Residence. As provided in the Declaration, the Board of Directors and the Architectural Committee of the Association may adopt Architectural Guidelines and Standards which may require Buyer, among other things, to submit plans and specifications for approval by said Architectural Committee prior to commencing any work or improvement on the Residence. Buyer hereby agrees to be bound by all of the provisions of the Declaration relating to architectural control. Buyer agrees that the Association may, from time to time, enter the lot in connection with an inspection, to review compliance with the Architectural Guidelines and Standards of the Association, including prior to any proposed transfer of ownership thereof.

(SEE REVERSE FOR CONTINUATION OF AGREEMENT AND SIGNATURES)



Woodbridge Village Association

Membership Agreement

Page 2
(PAGE 1 ON REVERSE SIDE)

8. Estoppel Certificate. Buyer acknowledges that the Declaration provides that Buyer, or Buyer's transferor, may obtain from the Association, upon payment of a reasonable charge, a written statement setting forth whether Assessments on the Residence have been paid and the amount of delinquency, if any.

9. Amendment of Management Documents; Conflicts. As used herein, "Management Documents" shall include any duly adopted amendments thereto, and the designation individually used for any of the documents collectively referred to herein as Management Documents shall likewise include any duly adopted amendment. Any inconsistency between any of the Management Documents and this Membership Agreement shall be resolved in favor of the Management Documents.

10. BUYER'S RESIDENCE IS DESCRIBED AS:

Tract _____ Lot _____ Unit _____

and Commonly Known by its Street Address of:

Irvine, California

Complete all areas in full, sign and date where required, and return to:
WVA, 31 Creek Road, Irvine, CA 92604-4799

In Witness Whereof, the Undersigned:

(Type name of legal owner(s) as it appears in the legal vesting.)

Have Read and Executed this Membership Agreement on

Month _____ Day _____ Year _____

The owner signing on the first line shall also be designated to give the vote or written assent on Association matters as provided in Section 5 on the back of this page.

Owner	_____	_____
	Signature	Print Name
Owner	_____	_____
	Signature	Print Name
Owner	_____	_____
	Signature	Print Name
Owner	_____	_____
	Signature	Print Name