

Section 2. Construction.

(a) Restrictions Construed Together. 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 the Properties 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.

(b) Restrictions Severable. Notwithstanding the provisions of subparagraph (a) above, 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.

(c) Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

(d) Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

DATED: _____, 19__

CAMERON PARK UNIT NO. 11
CORPORATION

By _____
(President)

By _____
(Secretary)

(d) Fail to maintain casualty insurance on the Common Facilities in the amount and against the risks provided for in Article X; and

(e) Use any insurance proceeds received as a result of the loss or damage to the Common Facilities for any purpose other than the repair, replacement or reconstruction of such Common Facilities.

Section 7. Right of First Mortgagees to Make Certain Payments and Right of Reimbursement Therefor. The holders of first mortgages on the Lots shall have the right (but not the obligation), jointly or singly, (a) to pay taxes or other assessments or charges which are in default and which may or have become a lien or charge against the Common Facilities, (b) to pay overdue premiums on casualty insurance policies for the Common Facilities, and (c) to secure and pay for new casualty insurance coverage on the Common Facilities upon the lapse of any such policy, in the amount and against the risks provided for in Article X. Any first mortgagee making such payment shall be entitled to immediate reimbursement therefor from the Association. Upon the request of any first mortgagee, the Association shall, by separate instrument, signed by the President or any Vice President and the Secretary or any Assistant Secretary, evidence its agreement to the provisions of this Section 7 as the same affects the mortgage held by such mortgagee.

Section 8. Right to Examine Books and Records of the Association. The holder of any first mortgage on any Lot or on the Common Area shall have the right to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within 90 days following the end of any fiscal year of the Association, and (c) receive a written notice of all meetings of the Association and designate a representative to attend all such meetings. The requesting mortgagee shall pay the actual expenses of copying and mailing of said information to the Association.

Section 9. Notices to First Mortgagees. The Association shall furnish to the holder of any first mortgage on any Lot or on the Common Area, upon written request by the first mortgagee, prompt notice of: (a) abandonment or termination of the Association, (b) any material amendment to the Declaration, (c) the effectuation of any decision by the Association to terminate professional management, if any, and assume self-management of the Common Area and development, (d) any condemnation or eminent domain proceeding, and (e) any extensive damage to or destruction of any improvements located in or upon the Common Area.

Section 10. Superiority of Mortgage to Condemnation Proceeds. If any Lot, or portion thereof, or the Common Area, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, the lien of any first mortgage shall be prior and superior to the claims of the Owners of said Lots or Common Area with respect to any distribution of the proceeds of any condemnation award or settlement.

Section 11. Superiority of Mortgage to Insurance Proceeds. In the event of any substantial damage to or destruction of the improvements on any Lot, or on any part of the Common Area, the lien of any first mortgage shall be prior and superior to the claims of the Owners of said improvements with respect to any distribution of any insurance proceeds relating to such damage or destruction.

Section 12. Amendments to Conform with Mortgagee Requirements. It is the intent of the Association that this Restated Declaration and the Articles and Bylaws of the Association, and the Lots and Common Area in general, shall now and in the future

more than 15 days after the disciplinary action is imposed or 15 days after receipt of a written request for a hearing from the offending Owner, whichever last occurs. Under such circumstances, any fine imposed pursuant to an established fine schedule shall be due and payable only upon expiration of the 15-day notice period.

(e) Notices. Any notice required by this Article shall, at a minimum, set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation and a reference to the specific Charter Document provision alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice; provided that if notice is given by mail it shall be sent by first-class or registered mail sent to the last address of the Member shown on the records of the Association.

(f) Rules Regarding Disciplinary Proceedings. The Board, or an appropriate committee appointed by the Board, shall be entitled to adopt rules that further elaborate the procedures for conducting disciplinary proceedings. Such rules shall form a part of the Association Rules and any additions or amendments thereto shall be subject to approval by the Board.

ARTICLE XIV Amendment of Declaration

Section 1. Amendment In General. 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 sixty-six percent (66%) of the voting power of the Members.

Section 2. Effective Date of Amendment. The amendment shall be effective upon the recording of the Office of the Recorder of El Dorado County of an instrument setting forth the terms thereof duly certified and executed by the President and Secretary of the Association. Notwithstanding anything to the contrary herein contained, no such amendment shall affect the rights of the holder of any first deed of trust or mortgage recorded prior to the recording of such amendment unless such beneficiary or mortgage expressly consents thereto.

Section 3. Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE XV Protection Of Mortgagees

Section 1. Assessment Lien Subordinated. Any lien created or claimed under the provisions of Article IV, Section 1(b) shall be subject and subordinate to the lien of any previously recorded first mortgage given in good faith and for value. No such first mortgagee who acquires title to any Lot by judicial foreclosure or by exercise of power of sale contained in the mortgage shall be obligated to cure any breach of this Declaration by a former Owner of such Lot or shall be liable for any unpaid assessments made against the Lot which accrued prior to the date the mortgagee acquired such title. No lien created or claimed under the provisions of Article IV, Section 1(b) shall in any way defeat, invalidate or impair the rights of any mortgagee under any such recorded mortgage.

to all affected Owners and to their respective mortgagees in the proportion that the fair market value of each affected Lot bears to the fair market value of all Lots. The fair market value of Lots shall be determined in the condemnation action, if such be instituted, or by an appraiser.

(b) Partial Sale or Taking. In the event of a partial sale or taking of the Lots and Common Area, meaning a sale or taking that is not a total taking as determined in Section 2(a), the proceeds from the sale or taking shall be paid or applied in the following order of priority and any judgment of condemnation shall include the following provisions as part of its terms:

(i) To the payment of expenses of the Association in effecting the sale or to any prevailing party in any condemnation action to whom such expenses are awarded by the Court to be paid from the amount awarded; then

(ii) To Owners and to their respective mortgagees, as their interests may appear, of Lots whose Lots have been sold or taken, an amount up to the fair market value of such Lots as determined by the Court in the condemnation proceeding or by an appraiser selected by the Board meeting the qualifications described in Section 3, hereof, less such Owners' share of expenses paid pursuant to this Section 2(b)(i) (which share shall be in proportion to the ratio that the fair market value of each Owner's Lot bears to the fair market value of all Lots). After such payment, the recipient shall no longer be deemed an Owner and the Board or individuals authorized by the Board, acting as attorney-in-fact of all Owners shall amend the Subdivision Map and this Declaration to eliminate from the Properties the Lots so sold or taken; then

(iii) To any remaining Owner and to his mortgagees, as their interest may appear, whose Lot has been diminished in value as a result of the sale or taking disproportionate to any diminution in value of all Lots, as determined by the Court in the condemnation proceeding or by an appraiser, an amount up to the total diminution in value; then

(iv) To all remaining Owners and to their respective mortgagees, as their interest may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Owner's Lot bears to the fair market value of all remaining Owners' Lots as of a date immediately prior to commencement of condemnation proceedings, as determined by the Court in the condemnation proceeding or by an appraiser.

Section 3. Appraiser. Wherever in this Articles XII reference is made to a determination of the value or fair market value of one or more Lots by an appraiser, this shall mean an appraisal by an independent appraiser selected by the Board, who shall be a member of the Society of Real Estate Appraisers (SREA) or other nationally recognized appraiser organization and who shall apply the SREA or other national appraisal organization's standards in determining the value or fair market value of each Lot.

ARTICLE XIII Breach and Default

Section 1. Remedy at Law Inadequate. Except for the non-payment 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,

respective interests shall appear. Said trustee shall be a commercial bank in Sacramento or El Dorado County that agrees in writing to accept such trust.

Section 6. Owner's Insurance. An Owner may carry whatever personal liability and property damage liability insurance with respect to his or her Residence that he or she desires. However, any such policy shall include a waiver of subrogation clause acceptable to the Board and to any mortgagee.

Section 7. Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Sections 1, 2 and 8 of this Article X. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

Section 8. Additional Insurance and Bonds. The Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this Section, demolition insurance, flood insurance and worker's compensation insurance. The Board also shall purchase and maintain fidelity bonds or insurance in an amount not less than one hundred percent (100%) of each year's estimated annual operating expenses and shall contain an endorsement of coverage of any person who may serve as an officer or director without compensation. The Board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance, including directors and officers liability insurance, that it deems necessary.

ARTICLE XI Damage or Destruction

Section 1. Damage or Destruction to Common Facilities.

(a) As soon as practicable after any damage to or destruction of all or any portion of the Common Facilities, the Board of Directors shall obtain bids from at least two reputable, licensed contractors, which bids shall set forth in detail the work required to repair, reconstruct and restore the damaged or destroyed portions of the Common Facilities to substantially the same condition as they existed prior to the damage and the itemized price asked for such work. If the insurance proceeds available to the Association are sufficient to cover the costs of repair, reconstruction or restoration, then the Association shall cause such facilities to be repaired, reconstructed and restored to substantially the same condition in which they existed prior to the loss.

(b) In the event of damage or destruction of all or a portion of the Common Facilities in which the insurance proceeds available to the Association are insufficient in an amount exceeding \$5,000 to cover the estimated cost of repair, reconstruction or restoration, then the Owners entitled to vote and holding in the aggregate a majority of the voting power of the membership of the Association shall determine whether (i) to repair, reconstruct and restore the damaged or destroyed Common Facilities and assess all Owners for such additional funds as may be needed for such purpose, or (ii) not to repair, reconstruct or restore the damaged or destroyed Common Facilities but utilize the insurance proceeds available to the Association for such purpose, to demolish and remove the damaged or destroyed improvements from the Common Area and to level and landscape the sites thereof.

Section 3. Boundary Changes. An easement shall exist for use and maintenance as Common Area over any portion of a Lot which, because of a change in the boundary of a private structure, including a fence, wall or patio, at the time of original construction lies between that boundary and a Lot line abutting the Common Area.

Section 4. Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all of the Lots and Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones, drainage and electricity and a master television antenna system, if any. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment and underground facilities on said Common Area. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Lots or Common Area except as initially programmed and approved by the Declarant or thereafter approved by the Association's Board of Directors. The easements provided for in this Section 4 shall in no way affect any other recorded easement on the Townhouse Lots or Common Area.

Section 5. Street Easements. Each Owner and the Association shall have and is hereby granted a non-exclusive easement for street, roadway and vehicular traffic purposes over and along the streets within the Common Area, subject to termination of such easement and the rights and restrictions set forth in this Declaration.

Section 6. Other Easements. Each Lot and its Owner, and the Association, as the case may be, is hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Common Area and each Lot as shown on the Subdivision Map.

Section 7. Priority of Easements. Wherever easements granted to the County are, in whole or in part, coterminous with any other easements, the easements of the County shall have and are hereby granted priority over said other easements in all respects.

ARTICLE X

Insurance

Section 1. Insurance Coverage. The Association shall purchase, obtain and maintain, with the premiums therefor being paid out of Common Funds, the following types of insurance, if and to the extent they are available:

(a) Public Liability and Property Damage Insurance. A policy of comprehensive public liability insurance insuring the Association, each member of the Association Board of Directors, any manager and the Owners and occupants of Lots, and their respective family members, guests, and the agents and employees of each, against any liability incident to the ownership or use of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location, and use.

(b) Fire and Casualty Insurance. The Association may, but shall not be obligated to, obtain and maintain a master or blanket policy of fire and casualty insurance, written

Section 15. Basketball Standards. No basketball standards or fixed sports apparatus shall be attached to any dwelling unit or carport or be erected on any Lot or within the Common Area.

Section 16. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or construction of a private Residence.

Section 17. Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

Section 18. Parking and Vehicle Restrictions.

(a) The garages are to be used for the parking of standard passenger vehicles. Designated guest parking areas are to remain open for use by guests only and are not to be used by Owners, either permanently or temporarily, for the parking of their passenger vehicles or the storage of boats, trailers or similar items. No vehicle shall be parked or left on any street except within specified parking areas so designated by the Board.

(b) No motor vehicle shall be constructed, reconstructed or repaired within the Lots or on the Common Area and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored within the Lots or Common Area; provided, however that the provisions of this Section shall not apply to emergency vehicle repairs.

(c) Campers, boats, trailers, motorcycles and commercial vehicles are not to be parked in any garages, parking areas or otherwise, except for the purpose of loading and unloading; provided that campers, boats and other recreational vehicles may be parked in areas specifically designated by the Board or Architectural Committee for periods of time designated by said authorizing body.

(d) The Board shall have the authority to tow, at the Owner's expense, any vehicle parked or stored in violation in this Section. The Board shall post such notices or signs within the parking area as may be required by law to effectuate this towing provision.

(e) The Board shall have the authority to promulgate such further rules and restrictions regarding parking and vehicles within the Lots and Common Area as may be deemed prudent and appropriate.

Section 19. Children. Each Owner shall be accountable to the remaining Owners, their families, visitors, guests and invitees, for the conduct and behavior of their children and that of any children temporarily residing in or visiting his or her Residence and for any property damage caused by such children.

Section 20. Activities Affecting Insurance. Nothing shall be done or kept on any Lot or within the Common Area which will increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his Lot or the Common Area which would result in the cancellation of insurance on any Residence or any part of the Common Area or which would be in violation of any law.

times be maintained in such a manner as to prevent their becoming unsightly by the reason of the accumulation of rubbish, debris or unsightly growth thereon.

Section 3. Common Areas. The Common Areas shall be preserved as open space and used for recreational purposes and other purposes incidental and ancillary to the use of Lots. Such use shall be limited to the private use for aesthetic and recreational purposes by the Association's Members, their tenants, families and guests subject to the regulations under the Charter Documents.

Section 4. Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried on or conducted upon any Lot or Common Area nor shall anything be done which is or may become an unreasonable annoyance or nuisance to the neighborhood. Without limiting the foregoing, no Owner shall permit noise, including, but not limited to the barking of dogs, the operation of air conditioners, stereo amplifier systems, television systems, motor vehicles and power tools, to emanate from the Owner's Lot or the Common Area, which would unreasonably disturb the quiet enjoyment of other Owners and residents. Excessive noise levels may be determined in the sole discretion of the Board which may, but shall not be obligated to, rely on the standards established in the County or Municipal Code according to the County or other applicable governmental regulation dealing with such matters.

Section 5. Temporary Structures. No structure of a temporary character, trailer, mobile home, camper, tent, shack, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. Household Pets. A reasonable number of common household pets, may be kept in each Lot so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred or raised in any Lot. Dogs and cats shall only be allowed on the Common Area when they are leashed and otherwise under the supervision and restraint of their Owners. No household pet shall be left chained or otherwise tethered in front of a Lot or in the Common Area. Pet owners shall be responsible for the prompt disposal of pet wastes regardless of whether those wastes are deposited by their pets in the Common Area or on backyard patios.

The Board of Directors shall have the right to establish and enforce additional regulations defining, in a uniform and non-discriminatory manner, what constitutes a "reasonable number" of pets, depending on the size, nature and maintenance requirements of the particular pet and imposing standards for the reasonable control and maintenance of household pets in, upon and around the Lots and Common Area, to ensure that the same do not interfere with the quiet and peaceful enjoyment of the area by the other Owners. Each person bringing or keeping a pet on the Properties shall be solely responsible for the conduct of such pets and the Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any such pet.

Section 7. Signs. No advertising signs shall be displayed on any Lot or posted within or upon any portion of the Common Area except such "For Rent," "For Lease" or "For Sale" signs of reasonable dimensions as are approved by the Board, or a committee thereof. Signs permitted hereunder shall not be nailed to the exterior of any Residence or staked in any lawn or green areas in front of any Residences.

(c) The replacement of trees or other vegetation and the planting of trees, shrubs and ground cover upon any portion of Common Area.

(d) The placement and maintenance of such signs as the Association may deem necessary for the identification of the development and of roads, the regulation of traffic, including parking, the regulation and use of Common Area and Common Facilities and for the health, welfare and safety of Owners, tenants and guests. Any such signs to be placed within the street area shall be subject to County approval.

Section 2. Association Maintenance Responsibility With Respect to Lot Improvements. The Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:

(a) Paint, stain, repair and care for exterior building surfaces including roofs, trim, gutters, downspouts and exterior walls; provided, however, that the Association shall not be responsible for the repair and replacement of exterior doors (residential doors and garage doors), screen doors and glass surfaces or deck areas whether located in the rear of the Residences or on the flat roof areas over garages; and provided further that the Association shall not be responsible for repairs or replacement of building surfaces that is necessitated by, or attributable to, substandard or defective original construction of the Residence structure. Determination of which repairs or maintenance work are attributable to substandard or defective original construction shall be in the discretion of the Board, except that in the case of any work estimated to involve more than \$500.00 in expense the Board's determination shall be confirmed by a licensed contractor.

The purpose of the above limitation on the Board's maintenance and repair obligations is to avoid the necessity of using association Common Funds to upgrade Residences or to undertake repairs necessitated by the negligent or defective construction practices of the original developer(s), their contractors and agents.

(b) Replace and care for trees, shrubs, grass, walks, and other landscaping improvements except such plantings and improvements located within fenced or enclosed areas on Lots; and,

(c) Maintain the main underground sewer, water and electrical lines within the Common Areas. The Association shall not be responsible for the risers and connecting lines between such service lines and the individual Residences.

Section 3. Owner Maintenance Responsibility.

(a) Except as specifically provided in Section 2 above, the Owner shall be responsible for the maintenance and repair of his or her Residence and Lot, including without limitation (i) the glass surfaces, doors, windows, screens and screen doors, other surfaces within the fenced or enclosed areas on the Lot, (ii) the interior of his Residence; (iii) the plumbing, electrical, heating and air conditioning systems servicing his Residence; (iv) the deck areas, if any, adjoining the Owner's Residence or located on top of the Owner's garage; (v) fences; and (vi) all of the exterior landscaping within the back and side areas on his Lot; and (vii) exterior building repairs for which the Association is not responsible. As more particularly provided in Article V hereof, Owners shall also be responsible for the repair, replacement and maintenance of all fences in cooperation with the adjoining landowner.

Section 12. Assignment of Rents. Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of any or all parts of any Lot owned by the Owner, now existing or hereafter made for the purpose of collecting all assessments due the Association pursuant to this Declaration which are in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable; provided, however, that the Association in its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any assessment due hereunder. Upon revocation of such authority the Association may, pursuant to court order or by court appointed receiver, collect and retain such monies, whether past due and unpaid or current.

Section 13. Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Article IV, the benefit of any homestead or exemption law of California in effect at the time any assessment or installment thereof becomes delinquent or any lien is imposed.

ARTICLE V Party Walls

Section 1. General Rules of Law to Apply. Each wall and side yard fence which is built as a part of the original construction of the Residences upon the Properties and placed on the dividing line between any two Townhouse Lots shall constitute a "party wall", and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or side yard fence shall be shared by the Owners who make use of the wall or fence in equal proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or side yard fence is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(ii) Remedies Available to the Association to Collect Assessments. The Association may bring legal action against the Owner personally obligated to pay the delinquent assessment, or foreclose its lien against the Owner's Lot. Foreclosure by the Association of its lien may be by judicial foreclosure or by non-judicial foreclosure pursuant to a power of sale, in the same manner as the foreclosure of a mortgage or deed of trust upon real property under the laws of the State of California.

(iii) Non-Judicial Foreclosure. Non-judicial foreclosure shall be commenced by the Association by recording in the Office of the County Recorder a Notice of Default which shall conform to the requirements of Section 2924c(b)(1) of the California Civil Code.

The Association shall have the rights conferred by Section 2934a of the Civil Code to assign its rights and obligations as trustee in any non-judicial foreclosure proceedings to the same extent as a trustee designated under a deed of trust and for purposes of said Section 2934a, the Association shall be deemed to be the sole beneficiary of the delinquent assessment obligation. Furthermore, in lieu of an assignment of trusteeship, the Association shall be entitled to employ the services of a title insurance company or other responsible company authorized to serve as a trustee in non-judicial foreclosure proceedings to act as an agent on behalf of the Association in commencing and prosecuting any non-judicial foreclosure hereunder.

The Association or its assignee shall mail a copy of the Notice of Default to the Owner or reputed Owner of the subject Townhouse Lot at the Owner's last address appearing on the books or records of the Association, and to any person to whom the giving of a notice of default is required by applicable provisions of Section 2924b of the California Civil Code. Following receipt of the Association's notice, the Owner and junior encumbrancers shall have reinstatement rights identical to those provided by law for trustors or mortgagors, which rights must be exercised during the period specified by law for reinstatement of obligations secured by deeds of trust.

After the lapse of such time as may then be required by law following the recordation of a Notice of Default under a deed of trust, the Association or its assignee may give Notice of Sale in the manner and for the period required in the case of deeds of trust. After the giving of the Notice of Sale, the Association, or its assignee, without demand on the Owner, may sell the Townhouse Lot at the time and place fixed in the Notice of Sale, at public auction to the highest bidder. At the Trustee's sale, the Trustee shall have the right to require every bidder to show evidence of his ability to deposit with the Trustee the full amount of his final bid in cash, or in a bank or savings and loan association certified check and to require the last and highest bidder to deposit the full amount of his final bid in cash or a bank or savings and loan association certified check.

The Association or its assignee may postpone the noticed sale by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

(c) Limitation on Right to Lien Townhouse Lots For Special Individual Assessments. With the exception of Special Individual Assessments imposed by the Association's Board to recover reasonable late payment penalties for delinquent assessments and/or charges to reimburse the Association for its reasonable costs (including attorneys' fees) of collecting delinquent assessments, Special Individual Assessments shall not be recoverable through the imposition of a lien against the Owner's Lot enforceable through foreclosure, but the same may be recovered by the Association through other legal processes. Special Individual Assessments relating to delinquent assessments shall be subject to imposition of a lien and enforceable through foreclosure or sale under a power of sale for failure of an Owner to pay such assessment.

Section 5. Purpose and Reasonableness of Assessments. Each Regular, Special or Special Individual Assessment made in accordance with the provisions of this Declaration, is hereby declared and agreed to be for use exclusively (a) to promote the recreation, health, safety and welfare of the residents of the Lots (b) for the enjoyment and use of the Common Area and Common Facilities by the Owners and their families, tenants, invitees, licensees, guests and employees, or (c) for the repair, maintenance, replacement and protection of the Common Area and Common Facilities. Each and every assessment levied hereunder is further declared to be a reasonable assessment and to constitute a separate, distinct and personal obligation (with respect to which a separate lien may be created) of the Owner of the Lot against which the assessment is made and shall bind his heirs, successors and assigns; provided that the personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 6. Exemption of Certain of the Properties from Assessments. The following real property subject to this Declaration shall, unless devoted to the use as a residential dwelling, be exempt from the Assessments and the lien thereof provided herein:

- (a) Any portion of the Properties dedicated and accepted by a local public authority;
- (b) The Common Area and Common Facilities; and
- (c) Any Lot owned by the Association.

Section 7. Maintenance of Assessment Funds.

(a) Bank Accounts. All sums received or collected by the Association from Regular, Special, or Special Individual Assessments, together with any interest charge thereon, shall be promptly deposited in a federally insured checking, and/or savings account in a bank or savings and loan association selected by the Board of Directors and located within Sacramento or El Dorado County, California. 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 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 over any Association account and shall be responsible to the Owners for the maintenance at all times of accurate records thereof.

(b) Separate Accounts; Commingling of Funds. To preclude a multiplicity of bank accounts, the proceeds of all assessments may be commingled in one or more

improved Lot, the sum of \$58.00 per month and for each and every unimproved Lot, the sum of \$13.50 per month.

Section 3. Special Assessments.

(a) Purposes For Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth in subparagraph (b) below, the Board of Directors may levy Special Assessments against the Owners and their Lots for the following purposes:

(i) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then the Board of Directors shall levy an additional Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(ii) Capital Improvements. The Board may also levy Special Assessments for capital improvements within the Common Area unrelated to repairs for damage or destruction of the Common Facilities. The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance repair and replacement of Common Facilities through the Regular Assessment process (including the funding of reasonable reserves) and to maintain insurance on the Common Facilities in accordance with Article X hereof.

(b) Special Assessments Requiring Membership Approval. No Special Assessment described in subparagraph (a) hereof shall be levied in any fiscal year without the vote or assent by written ballot of a majority of the voting power of the Association if such Special Assessments, in the aggregate, will exceed 5% of the budgeted gross expenses of the Association for that year.

(c) Allocation and Payment of Special Assessments. When levied by the Board or approved by the Members as provided above the Special Assessment shall be equally divided among, assessed against and charged to the Owners and their Lots. Once levied, the Special Assessment shall be recorded on the Association's assessment roll and notice thereof shall be mailed to each Owner.

Special Assessments for purposes described in subparagraph (a) (i) of this Section shall thereafter be due as a separate debt of the Owner and a lien against his Townhouse Lot, and shall be payable to the Association in equal monthly installments during the remainder of the then current fiscal year. Special Assessments for purposes described in subparagraph (a) (ii) shall thereafter be due as a separate debt and payable in full to the Association within 30 days after the mailing of such notice or within such extended period as the Association shall determine as being appropriate considering the circumstances giving rise to such Special Assessment.

Section 4. Special Individual Assessments.

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to Special Assessments provided for in Section 3 hereof, the Association may also impose Special Individual Assessments against an Owner in any of the circumstances described in subparagraphs (i) through (iv) below; provided that Special Individual Assessments may only be imposed pursuant to this Section 4 after the Owner has been afforded the notice

(b) Each installment payment of any Regular Assessment and each lump sum or installment payment of any Special Assessment or Special Individual Assessment, together with any interest charge provided for in Section 8 hereof and costs (including reasonable attorneys' fees) attributable thereto or incurred in the collection thereof, shall be a separate debt of the Owner against whom the same has been assessed and, with the exception of Special Individual Assessments, is hereby declared and agreed to be a lien upon and against the Lot so assessed in the nature of a mortgage with a power of sale in accordance with California Civil Code Section 2924 (or comparable superseding statute), all as more particularly described in Section 8 of this Article IV. Each Owner who acquires title to a Lot (whether at a judicial sale, trustee's sale or otherwise) shall be personally liable only for assessments attributable to the Lot so purchased which become due and payable after the date of such sale; provided that any unpaid assessment of a previous Owner shall remain the debt of such previous Owner against whom assessed and any lien created pursuant to the provisions of this Article IV by reason of such unpaid assessment shall remain in force and effect as a lien on the Lot sold and may be subject to foreclosure as provided in Section 8 hereof.

(c) No Owner may exempt himself or his Lot from liability or charge for his share of any Regular, Special or Special Individual Assessment made against the Owner and his or her Lot by waiving or relinquishing, or offering to waive or relinquish, his right to use and enjoy all or any portion of the Common Area or Common Facilities or by the abandonment or non-use of his Lot.

Section 2. Regular Assessment.

(a) Estimate. Not less than 45 nor more than 60 days prior to the beginning of the Association's fiscal year (which may correspond to the calendar year), the Board shall establish the Regular Assessment necessary to fund the anticipated Common Expenses (including prudent contributions to the capital reserve fund for major repairs or replacement of Common Facilities or the roofs and exterior surfaces of Residences) for the next succeeding fiscal year and shall deduct therefrom the amount of any estimated surplus which will remain from the current year's assessment. No increase or decrease in the amount of a Regular Assessment for a fiscal year which exceeds by more than 20% the Regular Assessment for the immediately preceding fiscal year may be made without the vote or written consent of Owners entitled to vote and holding in the aggregate at least a majority of the voting power of the membership of the Association.

(b) Allocation of Regular Assessment.

(i) Association Common Expenses. Except as otherwise provided in subparagraph (b)(ii) below, the total estimated Common Expenses, determined in accordance with subparagraph (a), shall be divided among, assessed against, and charged to each Owner according to the ratio of the number of Lots within the Properties owned by the assessed Owner to the total number of Lots subject to assessments. Although there are minor variations in the amount of square feet of floor area within the various Lots it is not anticipated that such variations or any other factor will cause any material variation among Owners (10% or more) in the value of common services supplied by the Association and therefore each Lot shall be allocated an equal portion of the total Regular Assessment.

(ii) Any Lot within the Properties having no structural improvements for human occupancy shall be exempt from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly

Section 4. Assessments. The Association shall have the power to establish, fix and levy assessments against the Owners of Lots within the Properties and to enforce payment of such assessments in accordance with Article IV of this Declaration. Any assessments levied by the Association on 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 or encumbrance of the Lot to which it is appurtenant and then, only to the purchaser. In the case of a sale, membership passes automatically to the purchaser upon recording of a deed evidencing transfer of title to the Lot. In the case of an encumbrance of such Lot, a mortgagee does not have membership rights until he becomes an Owner by foreclosure or deed in lieu thereof. Tenants who are delegated rights of use pursuant to Article II, Section 3 hereof do not thereby become Members, although the tenant and members of the tenant's family shall, at all times, be subject to the provisions of the Charter Documents. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his 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 all of the powers of a non-profit mutual benefit corporation organized under the laws of the State of California in operating the Common Area and Common Facilities and otherwise discharging 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 Charter 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 Charter 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 IX of the Bylaws.

Section 7. Association Rules.

(a) Rulemaking 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 of Lots within the Properties. Such rules may concern, but need not be limited to: (i) matters pertaining to use of the Common Area and Common Facilities by Owners, their tenants, guests and invitees, or any other person(s) who have rights of use and enjoyment of such Common Area and Common Facilities; (ii) architectural control and the rules of the Architectural Committee under Article VI hereof; (iii) the conduct of disciplinary proceedings in accordance with Article XIII, Section 6 hereof; (iv) regulation of parking, pet ownership and other matters subject to regulation and restriction under Article VIII hereof; (v) collection and disposal of refuse; (vi) minimum standards for the maintenance of landscaping or other improvements on any Lot; and (vii) any other subject or matter within the jurisdiction of the Association as provided in the Charter Documents.

Notwithstanding the foregoing grant of authority the Association Rules shall not be inconsistent with or materially alter any provision of the Articles or Bylaws of the Association or this Declaration, or the rights, preferences and privileges of Members thereunder. In the event of any material conflict between any Association Rule and any

against such tenant to the same extent as the Owner of the subject Lot, the Association being deemed to be a third party beneficiary of any lease agreement involving any Residence located within the Properties. The Association's rights hereunder shall be subject to the due process requirements of subparagraph (e) below.

(e) Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate action is necessary to prevent damage or destruction to the Properties or to preserve the right of quiet enjoyment of other residents, the Association shall have no right to initiate disciplinary action against an Owner (or the Owner's lessee or tenant) on account of the misconduct of the Owner's lessee or tenant unless and until the following conditions have been satisfied: (i) the Owner has received written notice from the Board, the Association's property manager or an authorized committee of the Board detailing the nature of the lessee's/tenant's alleged infraction or misconduct and advising the Owner of his or her right to a hearing; (ii) the Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing (conducted in accordance with Article XIII, Section 6 hereof), to present arguments as to why disciplinary action is unnecessary or unwarranted; and (iii) the Owner has failed to prevent or correct the tenant's objectionable actions or misconduct.

(f) Owner's Duty to Notify Association of Tenants and Contract Purchasers. Each Owner shall notify the Secretary of the Association or the Association's property manager, if any, of the names of any contract purchaser or tenants of the Owner's Lot. Each Owner, contract purchaser or tenant shall also notify the Secretary of the Association of the names of all persons to whom such Owner, contract purchaser or tenant has delegated any rights of use and enjoyment in the Common Area and Common Facilities and the relationship that each such person bears to the Owner, contract purchaser or tenant.

Section 4. Notification Regarding Charter Documents.

(a) As more particularly provided in Section 1368 of the California Civil Code, as soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Residence, the Owner thereof must give the prospective purchaser a current copy of the Charter Documents, the Association's most current financial statements, and a true statement in writing from the Association ("delinquency statement") as to the amount of any delinquent assessments, together with information relating to penalties, attorneys' fees and other charges due with respect to the Residence as of the date the statement is issued.

(b) In order to carry out the intent and purposes of this statutory provision, the Association shall, within 10 days of the mailing or delivery of a request therefor, provide the Owner with a copy of the current Charter Documents, together with the delinquency statement referred to in the immediately preceding paragraph. The Association shall be entitled to impose a fee for providing the Charter Documents and delinquency statement equal to (but not more than) the reasonable cost of preparing and reproducing the materials.

(c) The provisions of this section, except for those provisions relating to the furnishing of a delinquency statement, shall not apply to the transfer of a Lot which is required to be preceded by the furnishing to the prospective purchaser of a copy of subdivision public report pursuant to Section 11018.1 of the California Business and Professions Code.

(b) The right of the Association to suspend the voting rights and right to use the recreational Common Facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid.

(c) The right of the Association to adopt rules and regulations as provided in Article III, Section 7 hereof, and, in the event of a breach of such Rules or any provision of the Charter Documents, to temporarily suspend the voting rights and right to the use of recreational Common Facilities by any Owner, the Owner's tenants and guests after prior notice of at least 15 days and a hearing before the Board in accordance with Article XIII, Section 6.

(d) The right of the Association to assign, rent, lease or otherwise designate and control use of unassigned parking and storage spaces within the Common Area.

(e) The right of the Association, or its agents, when necessary, to enter any Lot and to gain access to the exterior of any Residence to perform its obligations under this Declaration, including the enforcement of restrictions, any obligations with respect to construction, maintenance and repair of the Common Area or Common Facilities for the benefit of the Owners in common, or to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, Association property. The Association's right of entry for the purposes aforesaid shall be immediate in case of an emergency originating in or threatening such Lot or any adjacent Lot or Common Area, and the Association's work may be performed under such circumstances whether or not the Owner or his lessee is present. In all non-emergency situations the Association, or its agents, shall furnish the Owner or his lessee with at least 24 hours written notice of its intent to enter the Lot, specifying the purpose of such entry and shall make every reasonable effort to perform its work and schedule its entry in a manner which respects the privacy of the Lot Owner or his lessee.

(f) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and Common Facilities and in aid thereof to mortgage said property; provided, the rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder; and further provided that any such indebtedness shall be considered an expense of the Association for purposes of the Special Assessment provisions of Article IV, Section 3 hereof.

(g) 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. No such dedication or transfer shall be effective unless an instrument, signed by at least 75% of the voting power of the Owners, consenting to such dedication or transfer has been recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any individual Lot. Said instrument may be executed in counterpart so long as each counterpart is in recordable form.

Section 2. Persons Subject to Charter Documents. All present and future Owners, tenants and occupants of any Lot within the Properties shall be subject to, and shall comply with, each and every provision of the Charter 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 entering into occupancy of

designated on the official plat of Cameron Park Unit No. 11 as "Common Recreational Easement," and the area comprising Lots A, B, C, D, E and F.

Section 9. "Common Expense" means any use of Common Funds authorized by Article IV and includes (a) all expenses or charges for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Facilities as incurred or as may be estimated from time to time by the Association and/or its Board of Directors, (b) all expenses or charges for the insurance of residential structures located on Lots and for the exterior maintenance and repair thereof in accordance with Articles X and VII hereof, respectively, (c) any amounts reasonably necessary for reserves for maintenance and for non-payment of any assessments, (d) the costs and expenses of the Association in the performance of its functions as provided for in its Articles of Incorporation, the Bylaws, or this Declaration, and (e) an adequate reserve fund for replacement of Common Facilities, which shall be established by the Association and funded by Regular Assessments.

Section 10. "Common Facilities" means the trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, berms, pipes, lines, lighting fixtures, buildings, structures, and other facilities constructed or installed, or to be constructed or installed, or currently located on any portion of the Common Area.

Section 11. "Common Funds" means all funds collected or received by the Association (a) for use in the maintenance, management, administration, insurance, operation, replacement, repair, addition to, alteration or reconstruction of, all or any portion of the Common Area and Common Facilities and (b) for use in discharging any and all of its functions as provided for in its Articles of Incorporation, the Bylaws and this Declaration.

Section 12. "County" means the County of El Dorado, State of California.

Section 13. "Declarant" shall mean and refer to the original project developer of the Properties, namely, Dorado Estates, a California corporation, its successors and assigns.

Section 14. "Declaration" shall mean this First Restated Declaration of Covenants, Conditions and Restrictions of Cameron Park Unit No. 11 Subdivision Relating to Townhouse Units Only as such Declaration may, from time to time, be amended. The "Original Declaration" shall mean the document referenced in the first sentence of the preamble to this Declaration.

Section 15. "Family" shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not so related who maintain a common household in a Residence.

Section 16. "Lot" shall mean and refer to each of Lots 1-175 as designated and shown on the Subdivision Map. In the Original Declaration the Lots were referred to as "Townhouse Lots." Unless the context clearly indicates a contrary intention, the term "Lot" shall also include the Residence and any other improvements constructed on a Lot.

Section 17. "Member" shall mean and refer to every person or entity who holds a membership in the Association by virtue of ownership of a Lot and whose rights as a Member are not suspended pursuant to Article XIII, Section 6 hereof.

RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CAMERON PARK UNIT NO. 11 SUBDIVISION
RELATING TO TOWNHOUSE LOTS ONLY

THE DECLARATION, executed by Dorado Estates, a corporation, ("Declarant") entitled "Declaration of Restrictions, Covenants, and Architectural Controls Cameron Park Unit No. 11 Subdivision" and recorded, in Book 1024, Page 224, of the Official Records of El Dorado County, California as amended by an instrument recorded in Book 1040, page 321 of the Official Records of El Dorado County (the documents being jointly referred to as the "Original Declaration"), which Declaration affects all of the Properties described and commonly known as Cameron Park Unit No. 11, is hereby amended and restated in its entirety in the form of two separate Declarations of Covenants, Conditions and Restrictions, namely: (a) this Restated Declaration which is applicable to, and binding upon, the Owners of Lots and the Common Areas located within that certain portion of Cameron Park Unit No. 11 improved by townhouse-style Residences, which Lots and Common Areas are more particularly described as Lots 1-175, Lots A, B, C, D, E and F, and areas designated as "Common Recreational Easement" on the official plat of Cameron Park Unit No. 11, recorded in the office of the County Recorder of El Dorado County, California in Book E of Maps, Page 82 (the "Subdivision Map"); and (b) a document entitled "Restated Declaration of Covenants Conditions and Restrictions of Cameron Park Unit No. 11 Subdivision Relating to Apartment and Dwelling House Lots Only" which is applicable to, and binding upon, the Owners of Lots 176 through 274 as shown on the aforementioned Subdivision Map. The Declaration described in (b) above immediately follows this Restated Declaration in the Official Records of El Dorado County, California.

RECITALS

1. Declarant was the owner of certain property in the County of El Dorado, State of California, which is more particularly described in the aforementioned Subdivision Map ("Cameron Park Unit No. 11").

2. Declarant conveyed the Lots within Cameron Park Unit No. 11, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Cameron Park Unit No. 11 and all of which shall run with Cameron Park Unit No. 11 and be binding on all parties having or acquiring any right, title or interest in Cameron Park Unit No. 11 or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

3. It was the further intention of the Declarant to sell and convey residential Lots designated for use as "Dwelling House Lots," "Apartment House Lots," and "Townhouse Lots" subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Declarant and such Owners which are set forth the Original Declaration and which, in the case of Townhouse Lots, are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of Cameron Park Unit No. 11 as a "planned development" as that term is defined in Section 11003 of the California Business and Professions Code.

Section 5	Trustee	29
Section 6	Owner's Insurance	30
Section 7	Adjustment of Losses	30
Section 8	Additional Insurance and Bonds	30
Article XI	Damage or Destruction	30
Section 1	Damage or Destruction to Common Facilities	30
Section 2	Damage or Destruction of Residence	31
Article XII	Condemnation	31
Section 1	Sale by Unanimous Consent or Taking	31
Section 2	Distribution and Sale Proceeds of Condemnation Award	31
Section 3	Appraiser	32
Article XIII	Breach and Default	32
Section 1	Remedy at Law Inadequate	32
Section 2	Nuisance	33
Section 3	Costs and Attorneys' Fees	33
Section 4	Cumulative Remedies	33
Section 5	Failure Not a Waiver	33
Section 6	Enforcement Rights and Remedies of the Association; Limitations Thereon	33
Article XIV	Amendment of Declaration	35
Section 1	Amendment in General	35
Section 2	Effective Date of Amendment	35
Section 3	Reliance on Amendments	35
Article XV	Protection of Mortgagees	35
Section 1	Assessment Lien Subordinated	35
Section 2	Amendment of this Declaration	36
Section 3	Default by Owner; Mortgagee's Right to Vote	36
Section 4	Breach; Obligation After Foreclosure	36
Section 5	Exchange of Information	36
Section 6	Certain Restrictions Affecting the Association	36
Section 7	Right of First Mortgagees to Make Certain Payments and Right of Reimbursement Therefor	37
Section 8	Right to Examine Books and Records of the Association	37
Section 9	Notices to First Mortgagees	37
Section 10	Superiority of Mortgage to Condemnation Proceeds	37
Section 11	Superiority of Mortgage to Insurance Proceeds	37
Section 12	Amendments to Conform with Mortgagee Requirements	37

Section 5	Payment of Assessments and Compliance with Rules	8
Section 6	Discharge of Liens	8
Section 7	Joint Ownership of Lots	8
Section 8	Prohibition on Avoidance of Obligations	8
Section 9	Termination of Obligations	8
Article III	Homeowners Association	8
Section 1	Association Membership	8
Section 2	One Class of Membership	8
Section 3	Voting Rights of Members	8
Section 4	Assessments	9
Section 5	Transfer of Memberships	9
Section 6	Powers and Authority of the Association	9
Section 7	Association Rules	9
Section 8	Breach of Rules or Restrictions	10
Section 9	Limitation on Liability of the Association and the Association's Directors and Officers	10
Article IV	Assessments	10
Section 1	Assessments Generally	10
Section 2	Regular Assessment	11
Section 3	Special Assessments	13
Section 4	Special Individual Assessments	13
Section 5	Purpose and Reasonableness of Assessments	15
Section 6	Exemption of Certain of the Properties from Assessments	15
Section 7	Maintenance of Assessment Funds	15
Section 8	Collection of Assessments; Enforcement of Liens	16
Section 9	Transfer of Lot by Sale or Foreclosure	18
Section 10	Priorities	18
Section 11	Unallocated Taxes	18
Section 12	Assignment of Rents	19
Section 13	Waiver of Exemptions	19
Article V	Party Walls	19
Section 1	General Rules of Law to Apply	19
Section 2	Sharing of Repair and Maintenance	19
Section 3	Destruction by Fire or Other Casualty	19
Section 4	Weatherproofing	19
Section 5	Right to Contribution Runs with Land	19
Section 6	Arbitration	20
Section 7	Party Wall Easements	20
Article VI	Architectural Control	20
Section 1	Establishment of an Architectural Committee	20
Section 2	Architectural Committee Approval of Improvements	20
Section 3	Architectural Committee Rules	21