

Sam D. ... 5-14-86

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

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Finally, it was the intention of Declarant that the Association own and maintain the "Common Area" and "Common Facilities" and that the Common Area and Common Facilities be reserved exclusively for the use and enjoyment of the Owners of Lots 1-175, their tenants, lessees, guests and invitees all subject to the terms and conditions of the Declaration, the Articles and the Bylaws, as the same may be amended from time to time.

4. On _____, 1986, 75% of the Owners of all Lots (meaning Lots 1-274) within Cameron Park Unit No. 11 (successors in interest to the Declarant) and a majority of the Townhouse Architectural Committee voted by written ballot to amend and restate the Original Declaration in two documents, one relating solely to Townhouse Lots the other relating solely to Dwelling House Lots and Apartment House Lots, each instrument being complete and capable of standing independent of the other, all in accordance with the procedures for amendment set forth in Section 19 of the Original Declaration. The easements, covenants, restrictions and conditions in this Declaration shall run with Lots 1-175 of Cameron Park Unit No. 11 and shall be binding on all parties having or acquiring any right, title or interest in said Lots or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I Definitions

Section 1. "Articles" shall mean the Articles of Incorporation of Cameron Park Unit No. 11 Corporation, which are filed in the Office of the Secretary of State of the State of California.

Section 2. "Assessment" means any Regular, Special or Special Individual Assessment made or assessed against the Owner of a Lot in accordance with the provisions of Article IV of this Declaration.

Section 3. "Association" shall mean and refer to Cameron Park Unit No. 11 Corporation, a California non-profit mutual benefit corporation, its successors and assigns.

Section 4. "Association Rules" shall mean the rules adopted by the Board of Directors of the Association, as the same may be in effect from time to time pursuant to Article III, Section 7 of this Declaration.

Section 5. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may, from time to time, be amended.

Section 7. "Charter Documents" shall refer collectively to this Declaration, the Articles, the Bylaws and the Association Rules, and to any amendments to such documents.

Section 8. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners of Lots. The Common Areas to be owned by the Association as of the date of execution of this Declaration are described as those portions of the real property referred to in the First Recital to this Declaration

Section 18. "Mortgage" means any security device encumbering all or any portion of the Lots and Common Area, including a deed of trust. "Mortgagee" means and refers to a beneficiary under a deed of trust as well as a mortgagee in the conventional sense.

Section 19. "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot and includes (except when the context otherwise requires) the family, guests, tenants, and invitees of such Owner.

Section 20. "Owner of Record" and "Member of the Association" include an Owner and mean 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 21. "Party Wall" means any wall of a single family Residence located on a property line dividing any Lots, which wall is commonly used by any Lot and the adjoining Lot. The rights and responsibilities regarding Party Walls shall be governed by Article V of this Declaration.

Section 22. "Properties" means that real property, Common Area and Lots subject to this Declaration, together with all buildings, structures, utilities, Common Facilities and other improvements thereon.

Section 23. "Regular Assessment" means an assessment levied on Owner and his Lot in accordance with Article IV, Section 2 hereof.

Section 24. "Residence" means a townhouse dwelling situated on a Lot and used for single family residential purposes.

Section 25. "Single Family Residential Use" shall mean occupation and use of a Residence for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

Section 26. "Special Assessment" means an assessment levied on an Owner and his Lot in accordance with Article IV, Section 3 hereof.

Section 27. "Special Individual Assessment" means an assessment made against an Owner and his Lot in accordance with Article IV, Section 4 hereof.

Section 28. "Subdivision Map" means 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, on December 18, 1970.

ARTICLE II Property Rights and Obligations

Section 1. Owners' Non-Exclusive Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, 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 charge reasonable admission and other fees or to limit the number of guests who make use of any Common Facilities situated upon the Common Area.

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 said person and that said person(s) will observe and comply with the same.

Section 3. Delegation of Use.

(a) Delegation of Use and Leasing Residences. Any Owner may delegate, in accordance with the Bylaws, this Declaration and the Association Rules, his or her right of enjoyment of the Common Area and Common Facilities to the Members of the Owner's family or to the Owner's tenants or contract purchasers who reside in the Owner's Residence; provided that any rental or lease of the Owners' Residence may only be to a single family for single family residential use and for a term no less than 90 days. It is the intent of this subparagraph (a) to protect, enhance and maintain the single family residential atmosphere which exists within the Properties and to avoid the occupancy of residential structures for short periods of time or by an unreasonable number of unrelated individuals. During any period when a Residence has been rented or leased, the Owner, his family and guests, shall not be entitled to use and enjoy the Common Area and Common Facilities of the Properties except to the extent reasonably necessary to perform the Owner's responsibilities as landlord, unless the Owner is contemporaneously residing in another Residence within the Properties.

Any rental or lease of a Residence shall be subject to the provisions of the Charter Documents, each of which shall be deemed to be incorporated by reference in the lease or rental agreement. Each Owner/lessor shall provide any tenant or lessee with a current copy of the Bylaws, this Declaration and the Association Rules and shall at all times be responsible for compliance of Owner's tenant or lessee with all applicable Charter Document provisions during the tenant's occupancy and use of the Residence.

(b) Contract Purchasers. A contract seller of a Lot must delegate his or her voting rights as members and his or her rights to the use and enjoyment of the Common Area and Common Facilities to the contract purchaser, provided possession is in the contract purchaser. However, the contract seller shall remain liable for any default in the payment of assessments by the contract purchaser until title to the property sold has been transferred to the purchaser.

(c) Discipline of Lessees. In the event that any tenant or lessee fails to honor any provision of any Charter Document, the Association shall so notify the Owner and give the Owner a reasonable opportunity to take corrective action or be heard before the Board if the Owner feels corrective action is unwarranted or unnecessary. If, within a reasonable time, the Owner fails to take necessary corrective action with respect to a tenant or lessee in violation of the Charter Documents, or in the alternative fails to request a hearing, the Board shall be entitled to take such corrective action as it deems appropriate under the circumstances which may include suspension of the tenant's privileges to use the Common Area and/or Common Facilities (other than roads) or the imposition of fines and penalties on the Owner. Notwithstanding the foregoing, the Association shall be entitled to take immediate corrective action against a tenant or lessee when such action is necessary to prevent damage or destruction of any portion of the Properties or to preserve the rights of quiet enjoyment of other residents.

(d) Association's Right to Initiate Eviction Proceedings to Protect the Common Interests. In the event a tenant's conduct involves material damage to, or misuse of, the Common Area or Common Facilities, or constitutes an unreasonable nuisance to neighboring Lot Owners, the Association shall be entitled to maintain an eviction action

Section 5. Payment of Assessments and Compliance with Rules. Each Owner shall pay when due each Regular, Special and Special Individual Assessment made against the Owner and his or her Lot and shall observe, comply with and abide by any and all rules and regulations set forth in, or promulgated pursuant to, any Charter Document for the purpose of protecting the interests of all Owners or protecting the Common Area and Common Facilities.

Section 6. Discharge of Liens. Each Owner shall promptly discharge any lien that may hereafter become a charge against his or her Lot, other than the lien of any mortgage.

Section 7. Joint Ownership of Lots. In the event of joint ownership of any Lot, the obligations and liabilities of the multiple Owners shall be joint and several. Without limiting the foregoing, this Section 7 shall apply to all obligations, duties and responsibilities of Owners as set forth in this Declaration, including, but not limited to, the payment of all assessments.

Section 8. Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area or Common Facilities, abandonment of the Owner's Lot or otherwise may avoid the burdens and obligations imposed on such Owner by this Declaration.

Section 9. Termination of Obligations. Upon the conveyance, sale, assignment or other transfer of a Lot to a new Owner, the seller shall not be liable for any assessments levied with respect to such Lot after the date of recording of the deed evidencing said transfer and upon such recording, all Association membership rights possessed by the seller by virtue of the ownership of said Lot shall cease.

ARTICLE III Homeowners Association

Section 1. Association Membership. Every Owner of a Lot shall be a Member of the Association. One Owner shall hold one membership in the Association for each Lot owned. Ownership of a Lot or interest in it shall be the sole qualification for membership in the Association. Each Owner shall remain a Member of the Association until his ownership in all Lots within the Properties 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 regarded as Members. The Association shall have the responsibility of owning, managing and maintaining the Common Area and discharging the other duties and responsibilities described in the Charter Documents.

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 Charter Documents.

Section 3. Voting Rights of Members. Each Member of the Association shall be entitled to one vote for each Lot owned by said Member. When more than one person holds an interest in any Lot, all such persons 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 XIII, Section 6 hereof.

provision of the other Charter Documents, the provisions contained in the Charter 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. 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. The Association Rules may be adopted, amended or supplemented by a majority vote of the Board. Any duly adopted amendment to the Rules shall become effective immediately from the date of adoption thereof by the Board or at such later date as the Board may deem appropriate.

Section 8. Breach of Rules or Restrictions. Any breach of the Association Rules or other Charter Documents shall give rise to the rights and remedies set forth in Article XIII hereof.

Section 9. Limitation on Liability of the Association and the Association's Directors and Officers.

(a) No director, officer, committee member, or employee of the Association or any property manager or management company retained by the Association shall be personally liable to any of the Association's Members or to any other person, for any error or omission in the discharge of their duties and responsibilities hereunder or under the Bylaws, or for their failure to provide any service required hereunder or under the Bylaws; provided that such person, officer, employee or manager has, upon the basis of such information as may be possessed by him or her, acted reasonably and in good faith in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Without limiting the generality of the foregoing, this standard of care shall extend to such matters as the establishment of the Association's annual financial budget and the funding of Association capital replacement and reserve accounts and the repair and maintenance of Common Facilities and enforcement of the Charter Documents.

(b) Neither the Association nor any member of its Board of Directors, nor any of its officers, agents or employees shall be responsible to any Owner or to any member of his family or any of his tenants, guests, servants, employees, licensees, invitees or any others for any loss or damage suffered by reason of theft or otherwise of any article, vehicle or other item of personal property which may be stored by such Owner or other person on any Lot or within any Residence or for any injury to or death of any person or loss or damage to the property of any person caused by fire, explosion, the elements or any other Owner or other person, or by any other cause, unless the same is attributable to its or his own reckless misconduct or gross negligence.

ARTICLE IV Assessments

Section 1. Assessments Generally.

(a) Each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), covenants and agrees to pay to the Association the Regular Assessments, Special Assessments and Special Individual Assessments provided herein.

attributable to the existence and use of the structural improvements. The exemption shall include:

- (1) Roof replacement
- (2) Exterior maintenance
- (3) Walkway and carport lighting
- (4) Refuse disposal
- (5) Domestic water supplied to living units.

Any such exemption from the payment of assessments shall be in effect only until a final approval of the structural improvement has been issued by the El Dorado County Building Department or until one hundred eighty (180) days after the issuance of a building permit for the structural improvement, whichever occurs first.

(c) Assessment Roll. That portion of the estimated Common Expenses assessed against and charged to each Owner shall be set forth and recorded upon an assessment roll which shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each Owner or his authorized representative. The assessment roll shall show for each Lot the name and address of the Owner of record thereof, all Regular, Special and Special Individual Assessments levied against each Owner and his Lot, and the amount of such assessments which have been paid or remain unpaid. The delinquency statement required by Article II, Section 5 shall be conclusive upon the Association and the Owner of such Lot as to the amount of such indebtedness as of the date of such statement, in favor of all persons who rely thereon in good faith.

(d) Mailing. The Board of Directors shall mail to each Owner at the street address of his Townhouse Lot, or at such other address as such Owner may from time to time designate to the Association in writing, a statement of the amount of the Regular Assessment for the next succeeding fiscal year no less than 45 days prior to the beginning of the next fiscal year.

(e) Failure to Make Estimate. If, for any fiscal year, the Board of Directors shall fail to make an estimate of the Common Expenses, then in such event the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to Section 3(a) hereof for that year, shall be assessed against each Owner and his Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic assessment shall be payable on the regular payment dates established by the Association.

(f) Installment Payment. The Regular Assessment levied against each Owner shall be due and payable in advance to the Association in equal monthly installments on the first day of each month or on such other date or dates as may be established from time to time by the Association. Monthly installments of Regular Assessments shall be delinquent if not paid by the 15th day of the month.

(g) Current Regular Assessment. Until such time as the Association shall change the Regular Assessment for the fiscal year beginning in 1986, or thereafter pursuant to this Section 2, the Regular Assessment shall be, as to each and every

and hearing rights to which the Owner is entitled pursuant to Article XIII, Section 6 hereof, and, when appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Charter Documents. The acts and circumstances that may give rise to Special Individual Assessment liability include:

(i) Damage to Common Area. In the event of any damage to or destruction of any portion of the Common Area or the Common Facilities caused by the willful misconduct or negligent act or omission of any Owner, any member of his family, or any of his tenants, guests, servants, employees, licensees or invitees, 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 for by insurance proceeds) shall be assessed and charged solely to and against such Owner and his Lot as a Special Individual Assessment.

(ii) Acts Increasing Insurance Premiums. In the event any act or omission of any Owner, any member of the Owner's family, or any of the Owner's tenants, guests, servants, employees, licensees or invitees, shall in any way cause or be responsible for any increase in the premiums for any insurance purchased or obtained by the Association in accordance with the provisions of Article X hereof, the amount of such increase shall be assessed and charged solely to and against such Owner and his Lot as a Special Individual Assessment.

(iii) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses, including reasonable title company, accounting or legal fees, to accomplish (1) the payment of delinquent assessments, (2) any repair, maintenance or replacement for which the Owner is responsible under the Charter Documents but has failed to undertake or complete in a timely fashion, or (3) to otherwise bring the Owner and/or his Lot into compliance with the provisions of the Charter Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, court costs and attorneys' fees) shall be assessed and charged solely to and against such Owner and his Lot as a Special Individual Assessment.

(iv) Required Maintenance on Townhouse Lots. As more particularly provided in Article II, Section 1(e) (and without limiting the generality of that Section), if any Lot is maintained so as to become a nuisance, fire or safety hazard for any reason, including, without limitation, the accumulation of trash, junk automobiles or improper weed and/or vegetation control, the Association shall have the right to enter upon said Lot, correct the offensive or hazardous condition and recover the cost of such action through imposition of a Special Individual Assessment.

(b) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner and his Lot for any reason described and subject to the conditions imposed in subparagraph (a) of this Section 4, such Special Individual Assessments shall be recorded on the Association's assessment rolls, notice thereof shall be mailed to the affected Owner and the Special Individual Assessment shall thereafter be due as a separate debt of the Owner and a lien against his Lot, payable as follows: Special Individual Assessments imposed pursuant to either Section 4(a)(i), 4(a)(iii) or 4(a)(iv) shall be payable in full to the Association within 30 days after the mailing of notice of the assessment and Special Individual Assessments imposed pursuant to Section 4(a)(ii) shall be payable in full to the Association at least 10 days in advance of the date or dates for the payment of the increased insurance premium giving rise to the assessment.

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 balance of the respective assessment accounts on which such interest was earned. 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 within the Association's approved budget if the Board determines that it is prudent and in the best interest of the Association and its Members. If the proceeds of any Special Assessment exceed the requirement of which such Assessment was made, such surplus shall be returned proportionately to the contributors thereof.

For purposes of accounting, but without requiring any physical segregation of assets, the Association shall keep a separate account of all funds received by it in payment of each assessment and of all disbursements made therefrom, except that receipts and disbursements of Special Assessments made pursuant to Article IV, Section 3(a)(i) hereof shall be combined with the receipts and disbursements of the Regular Assessments; and the Board shall maintain separate liability accounts 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 8. Collection of Assessments; Enforcement of Liens.

(a) Delinquent Assessments; Accrual of Interest. If any installment payment of a Regular Assessment or lump sum or installment payment of any Special Assessment assessed to any Owner is not paid within 15 days after the same becomes due, such payment shall be delinquent and the amount thereof shall bear interest at the maximum rate allowed by law from and after the due date until the same is paid. In addition to the accrual of interest, the Board of Directors is authorized to promulgate a schedule of reasonable fines and penalties for any delinquent assessments, subject to any limitations on penalties provided by law.

(b) Effect of Non-Payment of Assessments; Enforcement of Liens.

(i) Creation and Imposition of a Lien for Delinquent Assessments. The amount of any delinquent Regular or Special Assessment, together with any penalties, interest and costs (including reasonable attorneys' fees) attributable thereto or incurred in the collection thereof, shall become a lien upon the Lot of the Owner so assessed only when the Association causes to be recorded in the Office of the County Recorder of El Dorado County, State of California, a Notice of Delinquent Assessment executed by an authorized representative of the Association, setting forth (1) the legal description of such Lot, (2) the Owner of Record or reputed Owner thereof, (3) the amount of the delinquent assessment and other costs, late charges and attorneys' fees that are then due and owing, (4) the name and address of the Association, and (5) the name and address of the Trustee authorized by the Association to enforce the lien by sale.

The Association shall deliver to the purchaser at such foreclosure sale the Association's deed conveying the Lot so sold, but without covenant or warranty, express or implied. The recitals in such deeds shall be conclusive proof of the truthfulness thereof. Any person, including the Association, may bid on the property and purchase the same at such sale.

After deducting from the sale proceeds all costs, fees, and expenses incurred by the Association, the net proceeds shall be applied to the payment of all sums secured by the Association's lien at the time of sale, including interest, costs and attorneys' fees, and the remainder, if any, shall be disbursed to the person or persons legally entitled thereto.

(iv) Actions For Money Judgments. In the event of default in payment of assessments, the Association may initiate, in addition to any other remedy provided herein or by law, legal action to recover a money judgment for unpaid assessments, costs, rent and attorneys' fees without foreclosure or waiving the lien securing the same.

Section 9. Transfer of Lot by Sale or Foreclosure. Except as otherwise provided herein, the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage shall extinguish the lien of such assessments as to payments which become due and payable prior to such sale or transfer. No sale or transfer shall relieve the new Owner, whether it be the former beneficiary of the first encumbrance or another person, from liability for any assessments thereafter becoming due or from the lien thereof.

Where the first mortgagee or other purchaser of a Lot obtains title to the same as a result of foreclosure of any such first mortgage, the person acquiring title, his successors and assigns, shall not be solely liable for assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by the purchaser. Such unpaid share of assessments shall be deemed to be Common Expenses collectible from Owners of all of the Lots, including such acquirer, his successors and assigns. Foreclosure shall not affect the Association's right to maintain an action for the collection of delinquent assessments against the foreclosed party personally.

Section 10. Priorities. When a Notice of Claim of Lien has been recorded against any Lot, such Notice shall constitute a lien on such Lot prior and superior to all other liens recorded subsequent thereto except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage or deed of trust or pursuant to a power of sale in such mortgage or deed of trust. Such foreclosure shall not relieve the affected Lot from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

Section 11. Unallocated Taxes. In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than being assessed to the Lots, such taxes shall be included in the assessments made under the provisions of Section 2 of this Article IV and, if necessary, a Special Assessment may be levied against the Lots in an amount equal to such taxes to be paid in two installments, 30 days prior to the due date of each tax installment.

Section 3. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, rules and regulations to be known as "Architectural Committee Rules." Said rules shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for Architectural Committee review (including the conduct of hearings) and guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Properties; provided, however, that said rules shall not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Committee Rules and this Declaration, the provisions of the Declaration shall prevail. Architectural Committee Rules shall become effective when approved by majority vote of both the Architectural Committee and the Board of Directors.

Section 4. Action By the Committee. In the event the Architectural Committee fails to approve or disapprove the applicant's plans or design within 30 days after plans and specifications have been submitted to the Committee for review, the request shall be deemed denied. In such case, the written request may be resubmitted to the Architectural Committee. In approving a request, the Architectural Committee may condition approval of an improvement upon the adoption of modifications in the plans and specifications or observance of restrictions as to location or noise abatement.

Section 5. Landscaping. As specified in Section 2 of this Article VI, landscaping shall be deemed to be a work of improvement requiring Architectural Committee approval hereunder. All approved landscaping must be completed within 60 days after a notice of occupancy has been filed with the County for the Owner's Residence and, in the event that the landscaping has not been completed by the occupancy date, the Architectural Committee shall be entitled to require an Owner applicant to post a bond in an amount not to exceed 150% of the estimated cost of the landscaping work in order to insure the applicant's timely completion of the landscaping work.

ARTICLE VII Exterior Maintenance Responsibilities

Section 1. Common Area. The Association shall be solely responsible for all maintenance, repair upkeep and replacement within the Common Area. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill or change the natural or existing drainage of, the Common Area. In addition, no person shall destroy or remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area without the express approval of the Association.

Without limiting the foregoing, the Association shall be responsible for:

(a) The reconstruction, replacement, or refinishing of any Common Facilities or other improvements upon Common Area as necessary in accordance with the original design, finish or standard of construction of such improvement.

(b) The construction, reconstruction, replacement, refinishing of any road or surface upon any portion of Common Area designated on a subdivision map as a private road or parking area.

(b) Except in the rear yard areas appurtenant to a Residence, no Owner shall undertake any planting or gardening shall be done on any Lot, and there shall be no exterior painting of Residences by or on behalf of the Owners thereof, nor repair or replacing of original roofs or utility laterals by said persons, it being the intention hereunder that such items be maintained and replaced by the Association in conjunction with the Association's maintenance responsibilities in order to preserve the external harmony of the Properties. In order to protect the exterior, roofs and foundation of the Residences, all landscaping plans and projects shall require Architectural Committee review and approval prior to installation.

Section 4. Association Recovery of Costs of Certain Repairs and Maintenance.

(a) In the event that the need for maintenance or repair, which would otherwise be the Association's responsibility is caused through the willful or negligent acts of the Owner, or the Owner's family guests, or invitees, and is not covered or paid for by Association insurance policies, 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) In the event that an Owner fails to perform maintenance functions for which he is responsible, the Association may, or in the event of a complaint from any other Owner, shall, 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 the repair or maintenance and after having the opportunity for a hearing before the Board in accordance with Article XIII, Section 6 hereof, the Association may perform such maintenance or repair and collect the costs thereof from the Owner as a Special Individual Assessment in accordance with Article IV, Section 4 hereof.

Section 5. Cooperative Maintenance Obligations. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exterior walls and roofs of Residences, including but not limited to recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives and, to the extent necessary or desirable to accomplish such maintenance, individual Owners shall cooperate with the Association and its agents in the prosecution of its work.

ARTICLE VIII Property Use Restrictions

In addition to restrictions established by law and by regulations which may from time to time be promulgated hereunder by the Board of Directors, the following restrictions are hereby imposed upon the use of the Lots and Common Area:

Section 1. Single Family Residential Use. The use of the individual Lots in the Properties is hereby restricted to Single Family Residential Use. In no event shall a residence be occupied by more individuals than permitted by applicable zoning laws or governmental regulation.

Section 2. Use of Lots. Each Lot shall be conveyed as a separately designated and legally described fee simple estate subject to this Declaration. No buildings or structures shall be moved from other locations onto any Lot or Lots and no subsequent buildings or structures shall be constructed on any Lot. All Lots, whether occupied or unoccupied, and the Residences and other improvements placed thereon, shall at all

Section 8. Business Activities. No business activities of any kind whatsoever shall be conducted in any building or in any portion of any Lot without the prior written approval of the Board; provided, however, the foregoing covenants shall not apply to the activities, signs or the maintenance of buildings, by the Association in furtherance of its powers and purposes as set forth herein. Notwithstanding the foregoing, no restrictions contained in this Article VIII shall be construed in such a manner as to prohibit any Owner from (a) maintaining his personal library therein; (b) keeping his personal business records or accounts therein; (c) handling his personal or professional telephone calls or correspondence therefrom; or (d) 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 governmental regulations without the necessity of first obtaining a special use permit or similar specific governmental authorization. Such uses are expressly declared to be customarily incident to the principal residential use and not in violation of any provision of this Article VIII.

Section 9. Garbage. No rubbish, trash, or garbage shall be allowed to accumulate on Lots. Any rubbish, trash or garbage outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers located within the enclosed designated garbage area. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as is often generated upon vacating of premises or during construction or modification of improvements) shall be removed from the Lots or Common Area to a public dump or trash collection area by the Owner or tenant at his or her expense. The Association shall be entitled to impose reasonable fines and penalties for the collection of garbage and refuse disposed in any manner inconsistent with this Section.

Section 10. Storage. Storage of personal property shall be maintained within the enclosed storage areas. There shall be no woodpiles nor storage piles accumulated on top of or outside of any enclosed storage area. The Association shall have the right to establish and maintain on the premises appropriate storage yards and storage buildings for the maintenance of materials and equipment needed for planting, building, repair, maintenance and preservation of the structures, gardens and other improvements of the Lots and the Common Area.

Section 11. Clotheslines. With the exception of clotheslines erected in the rear yard area of a Lot, there shall be no exterior clothesline erected or maintained within the Properties and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas visible from any neighboring Lot or the Common Area.

Section 12. Interior Improvements. No Owner shall undertake any action or work that will impair the structural soundness or integrity of another Residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely affect the other Residences or their Owners.

Section 13. No Antennas. In order to ensure adequate aesthetic controls and to maintain the general attractive appearance of the Lots and Common Area no Owner, resident or lessee shall, at his expense or otherwise, place or maintain any objects, such as masts, towers, poles, satellite discs or television and radio antennas, on or about the exterior of any Residence except as authorized by the Architectural Committee.

Section 14. Barbecues. There shall be no exterior fires whatsoever except barbecue fires located only upon Lots and contained within receptacles designed for such purpose.

Section 21. Restriction on Further Subdivision and Severability. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof and no Owner of a Lot within the Properties shall be entitled to sever that Lot from the Common Area portion of the Properties. No easement or other interest in a Lot shall be given without the prior written approval of the Architectural Committee.

Section 22. Use of Private Streets in Common Area. Private streets in the Common Area shall not be used for recreational purposes, including "joy riding" or vehicle racing. Motorcycle, mopeds, or cars shall be allowed on such private streets only for ingress and egress. In no event shall any motorized vehicles be permitted on any portion of the Common Area open space other than streets.

Section 23. Mining Activities. No derrick or other structure designed for use in boring, mining or quarrying for oil, gas or minerals shall ever be erected, placed, maintained or permitted to remain on the Properties.

Section 24. Variances. The Architectural Committee may allow reasonable variances and adjustments of the property use restrictions provided in this Article VIII in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that a variance shall only be allowed if the Committee makes written findings that the variance, if approved, would (a) be consistent with the general plan and scheme for the Lots and Common Area as set forth herein; (b) comply with all applicable laws and regulations; and (c) not be materially detrimental or injurious to other property or improvements in the neighborhood of the Lot benefitting from the variance or constitute a nuisance with respect to the Owners of such neighboring Lots. The Architectural Committee, if appropriate may hold a hearing to consider any variance to these use restrictions.

ARTICLE IX Easements

Section 1. Encroachment Easements. Each Lot is hereby declared to have an easement over adjoining Lots and Common Area for the purpose of accommodating any encroachment due to roof overhang and fences or walls which are built in accordance with the original design, plans and specifications of Declarant, and due to engineering errors, errors in original construction, settlement or shifting of the building, or similar causes. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owner shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurs due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and is repaired or rebuilt, the Owners of each adjoining Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 2. Maintenance Easements. An easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the Residences or Common Area provided for herein.

on all risk, recovery cost basis, on all Residence improvements and Common Facilities within the Properties. If it is determined that such insurance should be obtained, the Owners shall be notified and thereafter the insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be redetermined on an annual basis. Depending on the nature of the insured property and the requirements, if any imposed by institutional mortgagees having an interest in such property, the policy maintained by the Association pursuant to this Section shall contain an agreed amount endorsement or a contingent liability from operation of building laws endorsement or the equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction. The policies required hereunder shall name as insureds the Association, all Owners and all mortgagees as their respective interests may appear. The policies may contain a loss payable endorsement in favor of the trustee described in Section 5 below.

Section 2. Coverage Not Available. In the event any insurance policy, or any endorsement thereof, required by Section 1 is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage hereinabove described.

Section 3. Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and shall be available for inspection by Owners during regular business hours.

Section 4. Individual Fire and Casualty Insurance Limited.

(a) Except as provided in this Section, if the Association obtains a policy of blanket fire and casualty insurance pursuant to Section 1(b), no Owner shall separately insure his Residence or any part of it against loss by fire or other casualty covered by an insurance policy carried under Section 1(b) of this Article X. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the provisions of Section 1(b) that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance, and the Owner will be liable to the Association to the extent of any such diminution. An Owner can insure his personal property against loss. In addition, any improvements made by an Owner to his or her Lot may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements." All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, and institutional first mortgagee of such Lot.

(b) Unless the Association procures and maintains a blanket policy of fire insurance, with extended coverage, upon the Residences, in an amount sufficient to permit the prompt rebuilding of any Residence in the event of partial or complete destruction, each Owner shall have the responsibility of securing and maintaining such fire insurance in an amount sufficient to permit the rebuilding of his Residence in the event of partial or complete destruction. Upon the request of the Association, any Owner who provides and maintains his own fire insurance policy, as hereinabove provided, shall provide the Association with satisfactory evidence that his Residence is adequately protected against damage or destruction by fire and other hazards ordinarily protected against under the standard extended coverage endorsements.

Section 5. Trustee. All insurance proceeds payable under Section 1 or Section 8 of this Article X, may, in the discretion of the Board of Directors, be paid to a trustee, to be held and expended for the benefit of the Owners, mortgagees and others, as their

Section 2. Damage or Destruction of Residences.

(a) Obligation to Rebuild. If all or any portion of any Residence is damaged or destroyed by fire or other casualty it shall be the duty of the Owner of said Residence to rebuild, repair or reconstruct said Residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty, subject to the provisions of Article X regarding the distribution of insurance proceeds.

(b) Architectural Committee Approval. Any Owner who has suffered damage shall apply to the Architectural Committee for approval of plans for the reconstruction, rebuilding, or repair of Residence. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawing and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if the design proposed by the Owner would result in a finished Residence in harmony with the exterior design of other Residences on the Properties.

(c) Time Limitation. The Owner or Owners of any damaged Residence(s), the Architectural Committee and the Board of Directors (with regard to the disbursement of insurance proceeds) shall be obligated to proceed with all due diligence hereunder, and the Owner(s) shall commence reconstruction within three months after the damage occurs and complete reconstruction within six months after the damage occurs, unless prevented by causes beyond his reasonable control.

ARTICLE XII
Condemnation

Section 1. Sale by Unanimous Consent or Taking. If an action for condemnation of all or a portion of the Lots or Common Area is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners whose property will be directly affected and all institutional mortgagees of such Owners, the Common Area or Lots or a portion thereof may be sold and conveyed to the condemning authority by the Board or its designees acting as the attorney-in-fact of all Owners under an irrevocable power of attorney, which each Owner by accepting a deed to a Lot hereby grants to the Association and which shall be coupled with the interest of all other Owners, for a price deemed fair and equitable by the Board. If the requisite number of Owners or institutional mortgagees do not consent to a sale of all or a portion of the Lots or Common Area, and the condemning authority institutes condemnation proceedings, the court shall fix and determine the condemnation award.

Section 2. Distribution and Sale Proceeds of Condemnation Award.

(a) Total Sale or Taking. A total sale or taking of the Lots and Common Area means a sale or taking (i) that renders more than fifty percent (50%) of the Lots uninhabitable (such determination to be made by the Board in the case of a sale and by the court in the case of a taking) or (ii) that renders the Lots and Common Areas as a whole uneconomical as determined by the vote or written consent of sixty six and two-thirds percent (66 2/3%) of those Owners and their respective institutional mortgagees whose Lots will remain habitable after the taking. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Lots and Common Area, after payment of all expenses relating to the sale or taking, shall be paid and distributed

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, or any portion of the Common Area or Common Facilities, to comply with any provision of the Charter Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors.

Section 2. Nuisance. Without limiting the generality of the foregoing Section 1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 3. 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 any party to such action such attorneys' fees and other costs as it may deem just and reasonable.

Section 4. 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 5. Failure Not a Waiver. The failure of any Owner, the Board of Directors or the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants of 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 Association or the Board, or any of its officers or agents.

Section 6. Enforcement Rights and Remedies of the Association; Limitations Thereon.

(a) Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Charter 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 each Owner to obey such Rules 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, the imposition of fines and monetary penalties, the pursuit of legal action, or the suspension of the Owner's right to use recreation Common Facilities or suspension of the Owner's voting rights as a Member of the Association; provided, however, the Association's right to undertake disciplinary action against its Members shall be subject to the conditions set forth in this Section 6. Failure of the Association to take enforcement action for any reason shall not affect the right of any Owner to initiate such action as provided in Section 1354 of the Civil Code.

(b) Schedule of Fines. The Board may implement schedules of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for late payment of assessments or illegally parked vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment.

Section 2. Amendment of this Declaration. No amendment of this Declaration shall have any effect on any of the rights of the holder of any mortgage described in Section 1 hereof unless such amendment is made in good faith and for value, if such mortgage is recorded and notice of the delivery and recording thereof is given to the Association prior to the recording of such amendment, except that the rights of such mortgagee shall be subject to such amendment if the mortgagee joins in the execution of the amendment or, pursuant to the provisions of Section 3 hereof, votes in favor of the amendment or approves the same in writing.

Section 3. Default by Owner; Mortgagee's Right to Vote. In the event of a default by any Owner under a mortgage encumbering such Owner's Lot, the mortgagee under such mortgage shall, upon (a) giving written notice to the defaulting Owner, (b) recording a Notice of Default in accordance with Section 2924 of the California Civil Code, and (c) delivering a copy of such recorded Notice of Default to the Association, have the right to exercise the vote of the Owner at any regular or special meeting of the Association held only during such period as such default continues.

Section 4. Breach; Obligation After Foreclosure. No breach of any provision of this Declaration by the Association or any Owner shall impair or invalidate the lien of any recorded mortgage made in good faith and for value and encumbering any Lot. The Association shall be obligated to abide by all of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes provided for in this Declaration, as it may be amended from time to time, with respect to any person who acquires title to or any beneficial interest in any Lot through foreclosure, trustee's sale or otherwise.

Section 5. Exchange of Information. The Association shall, at the request of any mortgagee of any Lot, report to such mortgagee any unpaid assessment due from the Owner of such Lot and notify the mortgagee in writing of any default by such Owner in the performance of his obligations under this Declaration when such default has been in existence for 30 days and has not been cured. Any mortgagee of any Lot is hereby authorized to furnish to the Board of Directors, upon written request by the Board therefor, the amount of any unpaid balance of any indebtedness secured by a lien of a mortgage and the amount and due date of any delinquent payment or payments of such indebtedness.

Section 6. Certain Restrictions Affecting the Association. Notwithstanding any other provisions of this Declaration, without the prior written consent of at least 75 percent of the Owners and holders of first mortgages on the Lots, such percentage to be based upon the total of number of Lots so mortgaged, with each such mortgagee entitled to one vote, the Association shall not:

(a) By act or omission abandon, partition, subdivide, encumber, sell or transfer the Common Area or any improvements thereon (except that the granting of any easement for public utilities, or for other public purposes consistent with the intended use of the Common Area, shall not be deemed a "transfer" as that term is used in this clause);

(b) Change the method provided for in this Declaration of determining the assessments or other charges which may be assessed against an Owner;

(c) By act or omission waive or abandon the scheme of maintenance and repair of the Common Area or Lots, or the enforcement thereof, as provided for in this Declaration;

meet all requirements necessary to purchase, guarantee, insure and subsidize any mortgage of a Lot within the Properties by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration and the Federal Veterans' Administration.

ARTICLE XVI

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 to such other address as he may from time to time designate in writing to the Association.

If to the Association:

Cameron Park Unit No. 11 Corporation Association to the address of the Association's managing agent if any, otherwise to the residence address of the Secretary of the Association or to such other address as the Association may to the Owner.

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 U.S. Mails. All notices and demands served by mail shall be by registered or certified mail, with postage prepaid, and shall be deemed delivered 48 hours after deposit in the United States mail in El Dorado County, California.

ARTICLE XVII

Miscellaneous

Section 1. 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, until January 1, 2020, after which time the same shall be automatically extended for successive periods of 10 years each unless, within six months prior to the expiration of the initial term or any such 10-year extension period, a recordable written instrument, approved by Owners entitled to vote and holding at least a majority of the voting power of the Association terminating the effectiveness of this Declaration shall be filed for recording in the Office of the County Recorder of El Dorado County, California.