

Recording requested by and
when recorded mail to:

GROSVENOR DOWNS, A JOINT VENTURE

9608 Kinfer Boulevard, Suite 1

Sacramento, CA 95827

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Grosvenor Downs Unit 2

THIS DECLARATION made on the date hereinafter set forth by Grosvenor Downs A Joint Venture, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the County of Placer, State of California which is more particularly described as:

Lots 83 through 94 inclusive, as shown on the "Plat of Tract 639, Grosvenor Downs Unit No. 2", recorded in Book P of Maps, Map No. 77, Official Records of Placer County

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Robert P. Mahan

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ARTICLE I

DEFINITIONS

Section 1.01: Building

"Building" shall mean any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal, chattel, or property of any kind.

Section 1.02: Common Maintenance Areas

"Common Maintenance Areas" shall mean and refer to all that portion of the property to be maintained by the County Service Area for the owners. The Common Maintenance Areas include streets, on-site drainage channel, landscaping, soundwall and lighting maintenance, these are to be maintained by the County Service Area Number 28 Zone Number 65.

Section 1.03: County Service Area (CSA)

"County Service Area" or "CSA", shall mean that a local Special District formed by the County of Placer, State of California, for the purpose of providing for the repair, maintenance or installation of subdivision related improvements and any successor public or quasi-public entity assuming said duties.

Section 1.04: County Service Advisory Board (CSAB)

"County Service Advisory Board", or "CSAB", shall mean those Lot Owner representatives selected in conformance with Section 5.02 hereof for the purpose of facilitating a liaison between CSA and Lot Owners with respect to the duties and rights of the CSA.

Section 1.05: County

"County" shall mean and refer to the County of Placer, a political subdivision of the State of California.

Section 1.06: Covenants

"Covenants" shall mean collectively the covenants, conditions, restrictions, servitudes, reservations, easements, limitations, liens and charges that may be imposed by or expressed in this Declaration.

Section 1.07: Declarant

"Declarant" shall mean Grosvenor Downs, A Joint Venture, the Owners of the real property, and any successor in interest or assign thereof who would or should acquire more than one underdeveloped Lot from the Declarant for the purpose of development.

Section 1.08: Declaration

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and its amendments, modifications or supplements.

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Section 1.09: Dwelling

"Dwelling" shall mean a residential building for single-family occupancy permitted to be built hereunder, not including any accessory buildings or garages.

Section 1.10: Family

"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 (3) persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

Section 1.11: Garage

"Garage" shall mean a building or portion of a building designed for the purpose of parking and sheltering automobiles, whether attached, partially attached or separate from the Dwelling.

Section 1.12: Lot

"Lot" shall mean and refer to any plot of land or parcel shown upon any recorded Subdivision Map of the real property.

Section 1.13: Lot Line, Front

"Lot Line, Front" shall mean that boundary line of a Lot which is along a street line.

Section 1.14: Lot Line, Side

"Lot Line, Side" shall mean any boundary line of a Lot which is not a Front or Rear Lot Line.

Section 1.15: Lot Line, Rear

"Lot Line, Rear" shall mean any boundary line of a Lot opposite a Front Lot Line.

Section 1.16: Owner

"Owner" shall mean and refer to the Record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.17: Subdivision

"Subdivision", "Final Subdivision Map", the "Property", or the "Project", shall mean and refer to that Final Subdivision Map titled, "Grosvenor Downs", and that real Property described therein, as Tract No. 639, Grosvenor Downs Unit No. 2, Placer County Records.

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Section 1.18: Association

"Association" shall mean and refer to the Grosvenor Downs Homeowners' Association, its successors and assigns.

Section 1.19: Board

"Board" shall mean and refer to the governing elected Board of Directors of the Association.

Section 1.20: Member

"Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 2.01: Entry of Use Rights

Each lot shall be subject to the following rights of entry of use:

- A) The right of the Declarant or its designees to enter upon any Lot to construct, repair, or maintain subdivision related improvements for the benefit of one or more other Lots, provided that such entry upon an occupied Lot shall not unreasonably interfere with the use or enjoyment of the occupied Lot.
- B) The right of the Declarant or any Owner to enter upon each Lot for the purpose of performing installations, alterations or repairs to mechanical or electrical services and related cables, which are reasonably necessary for the use and enjoyment of his Lot, provided that requests for entry are made in advance and that entry is at a time convenient to the Owner whose Lot is being entered upon. In the case of emergency the right of entry shall be immediate.
- C) The right of an Owner of adjoining Lot(s), of entry upon and access to slopes and drainageways located upon a Lot when such access is essential for the maintenance or stabilization of slopes or drainage, or both, on such adjoining Lots, provided that requests for entry are made in advance and that entry is at a time convenient to the Owner whose Lot is being entered upon. In case of emergency the right of entry shall be immediate.

Section 2.02: Easements Granted by Declarant

Declarant shall have the right to grant and convey to any third party easements and rights-of-way in, on, over or under any Lot for the purpose of constructing, erecting, operating or maintaining lines, cables wires, conduits or other devices for electricity, cable television, power, telephone and other purposes; public sewers, storm water drains and pipes; and any similar public or quasi-public improvements or facilities; and each Owner, in accepting a Deed to a Lot expressly consents to such easements or rights-of-way and authorizes and appoints the Declarant (so long as Declarant owns one or more Lots of for two years from the date of the first sale of a lot in this subdivision, whichever first occurs) as attorney-in-fact of such Owner to execute any and all instruments conveying or creating such easements and rights-of-way. However, no such easements or rights-of-way may be granted if they would permanently interfere significantly with the use, occupancy or enjoyment by any Owner of his Lot.

Section 2.03: Other Easements

Each Lot and its Owner is hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over or under the real Property and each Lot as shown on the Final Subdivision Map.

ARTICLE III

USE RESTRICTIONS

Section 3.01: Residential Use

All Lots shall be used for single-family residential purposes only and in a manner consistent with applicable local, state and federal laws, ordinances and regulations. This restriction shall not be applicable to Declarant or its assigns with regard to real estate sales or resales of buildings or Lots.

Section 3.02: Leasing

Nothing in this Declaration shall prevent an Owner from leasing or renting a Lot, together with improvements thereon. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all terms and conditions of this Declaration, and any lease or rental agreement shall specify that any failure to abide by such provisions shall be a default under the lease or rental agreement. Failure by Owner to take legal action, including the institution of proceedings in unlawful detainer against his lessee who is in violation of this Declaration, within ten (10) days written demand from any Owner to take any and all such action, any Owner may take any and all such action on behalf of such Owner against his lessee. Any expense incurred by the Owner, including attorneys' fees and costs of suit shall be specifically recoverable as determined by a court of competent jurisdiction.

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Section 3.03: Offensive Conduct, Nuisances

Nothing shall be done on or within a Lot which may be or become an annoyance or nuisance to the other Owners, or that in any way interferes with the quiet enjoyment or occupancy of Lots except as expressly provided herein.

Section 3.04: Parking and Vehicular Storage

X No automobile, motor bike, or motorcycle shall be parked or left on any street for a period in excess of ten (10) days except within a garage, carport, or private driveway. No boat, trailer, recreational vehicle, truck or commercial vehicles shall be parked or left on any street for more than forty-eight (48) hours, and further such vehicles may not be parked or left on a Lot except to the side or rear of a residence and screened from street view.

Section 3.05: Signs

No signs of any kind shall be displayed to the public view on or from any Lot, except such signs as may be used by the Declarant or its designees for a period of time not to exceed the date on which the last Lot is conveyed by Declarant. However, one sign of customary and reasonable dimensions advertising a Lot for sale or for rent may be placed within each Lot by its Owner.

Section 3.06: Fences:

No fence may interfere with or encroach upon any easement areas. No fence may encroach upon the Lot Line, Front at a distance less than the shortest distance from any structure to the Lot Line, Front, except a three (3) rail fence consisting of two (2") inch by six (6") inch rails and four (4") inch posts and not more than four (4') feet in height. All side yard fences shall be on the Lot property boundary line. No fence may exceed six (6') feet in height or the maximum height permitted by Placer County Zoning Ordinances, except the eight (8') feet parameter fence along the west and south sides of the Subdivision.

Section 3.07: Animals

The keeping of certain animals on any lot shall be permitted, but strictly limited, as set forth in the County Zoning Regulations.

Notwithstanding said County Zoning Restrictions, no animal may be kept on a Lot that constitutes a nuisance to any other Owner. Such a nuisance can include, among other things, excessive odor caused by such animal and animal waste. Any Owner keeping an animal is required to properly clean-up and dispose of such waste. Each person bringing or keeping a pet or animal upon any Lot shall be liable to other Owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests and invitees for any damage(s) to person(s) or property proximately caused by any such pet or animal.

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Section 3.08: Temporary Structures

No building or structure shall be placed upon any Lot prior to the erection and completion of the Dwelling thereon. However, trailers or temporary structures for use incidental to the construction of Subdivision improvements by Declarant or the initial sale of Lots may be maintained within the Project, provided that such use does not unreasonably interfere with any Owner's use their Lot, and they shall promptly be removed upon completion of all such initial construction and all such initial sales.

Section 3.09: Rubbish

No rubbish, debris, construction waste, objects or materials of any kind shall be placed or permitted to accumulate on any Lot which would render it unsanitary, unsightly, offensive or detrimental to any other Lot or the Owners thereof. Declarant has five (5) days after written notice to remove rubbish, debris, construction waste, objects or materials. Declarant has the right to remove same at Owner's expense. Each Owner shall be obligated to subscribe to a weekly refuse collection service from the refuse collection franchise holder as required by Placer County Code Section 9.24 (2) and any amendments thereto.

Section 3.10: Building Setbacks

A) Front Yard:

The minimum Front Yard setback shall be thirty (30') feet. Except on corner where it shall be thirty five (35') on both frontages.

B) Side Yard:

The minimum side yard setback shall be a total of twenty (20') feet with a minimum of ten (10') feet.

C) Rear Yard:

The minimum Rear Yard setback shall be twenty five (25') feet.

D) County Setback Requirements:

If the then prevailing County building setback requirements are more restrictive than the provisions of this Section, then such more restrictive County requirements shall apply.

Section 3.11: Minimum Building Size

No single-family residential structure shall be erected which has a floor area exclusive of any porch, patio, atrium, covered but not enclosed area, garage or other accessory building (whether or not attached to such residence), of less than two thousand (2,500) square feet in the case of a one-story structure, or two-story or split-level structure, of which at least one thousand two hundred (1,500) square feet shall be on the ground level. Each dwelling shall contain a carport or garage of no less than four hundred square feet.

Section 3.12: Roofing Materials

All roofs are to be of cedar shake, slate, tile, concrete tile, or rock, providing that rock shall be a minimum one (1") inch rock with a minimum three quarters (3/4") inch gravel guard.

Section 3.13: Architectural Control Board Approval

No building or structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Board as to qualify, materials, and harmony of external design with existing structures, conformity to these Covenants, Conditions and Restrictions and as to location with respect to topography and finished grade elevation.

Section 3.14: Future Construction

Nothing in this Declaration shall limit the right of Declarant, its successors and assigns, to complete any construction of improvements to the Project, or to Lots owned by Declarant, or to alter them or to construct additional improvements as Declarant deems advisable before sale of all Lots. The rights of Declarant in this Declaration may be assigned by Declarant to any successor, to all or any part of any Declarant's interest in the Property, as developer, by an express assignment included in a record Deed that transfers any such interest to a successor. Written notice of any such assignment shall be provided to the Lot Owners.

Section 3.15: Compliance with Declaration

Each Owner, contract purchaser, tenant, guest, invitee, or other occupant of a Lot shall comply with the provision of this Declaration.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 4.01: Architectural Control

Except as to improvements by Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained on a Lot, nor shall any exterior addition or change or alteration in any such structure, including, but not limited to, solar or heating systems, pools, spas, ponds, landscaping, stonework or concrete work; related mechanical, plumbing or electrical facilities; awnings, patio covers and antennae; be made until the plans and specifications showing the nature, kind, shape, materials and location of the same have been submitted to and approved in writing by the Architectural Control Board. In the event the Board or its designated representative fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this provision will be deemed to have been complied with in full. The herein powers of any architectural control shall terminate after the sale and processing through the Architectural Review Board of ninety (90) percent of the lots.

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Section 4.02: Architectural Control Board Composition

The Architectural Control Board is composed of:

CHARLES B. GRIMSHAW
NORM C. BROWN
MIKE BAKER
9608 Kiefer Boulevard, Suite 1
Sacramento, CA 95827
(916) 361-2427

A majority of the Architectural Control Board may designate a representative to act for it. In case of death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Control Board nor its designated representative shall be entitled to any compensation for services performed under this covenant.

Section 4.03: Compliance

All buildings and structures must comply to the specifications and plans approved by the Architectural Control Board. If the Architectural Control Board deems that the structure is not in conformance the Board shall provide Owner with written notice of any defects and items not in conformance with the approved plans. Owner shall have thirty (30) days to bring structure into compliance. If after the thirty (30) day period expires, Owner has not brought the structure into compliance then Declarant may enter onto property to make changes or modifications. Payments due and collection thereof should be enforceable at law or in equity.

ARTICLE V

COUNTY SERVICE AREA

Section 5.01: CSA Formation and Purpose

Each Owner in accepting title to his Lot acknowledges and consents to those rights and obligations created by the prior formation of the Placer County Service Area No. 28 Zone No. 65. It is the primary purpose of that public organization to provide for:

- A) The maintenance, repair, replacement and installation of road improvements, located within and part of the original Subdivision of the property, as such roads are shown on the Final Subdivision Map;
- B) The maintenance of on-site drainage channels and easements pursuant to a written plan to reduce potential or actual mosquito breeding habitat.
- C) The maintenance, repair and replacement of all street lighting; and,
- D) The maintenance and repair of landscaping and soundwall.

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Each lot shall be subject to CSA assessment and charges for the purpose of providing the necessary funds to accomplish the purpose of the CSA. Owners delinquent in the payment of such assessment(s) and charge(s) may be subject to penalties and surcharges validly imposed by the CSA.

Section 5.02: CSA Advisory Board

Within sixty (60) days after the sale by Declarant of five (5) or more Lots, Declarant shall schedule a meeting of the Owners at a convenient location for the purpose of selecting said Advisory Board. The Advisory Board shall consist of three (3) members. Each Owner shall be entitled to one (1) vote for each Lot owned, provided that not more than (1) vote may be cast for each Lot. The Advisory Board shall be elected upon the majority vote of the members present. Board members must be Owners and shall serve for a term of three (3) years. In the event of a vacancy created by the death or resignation of a Board member, the remaining members shall immediately appoint a replacement to serve the remainder of said member's term. Thereafter, at three (3) year intervals, the Advisory Board shall cause an election to be held to select successor members prior to the expiration of their terms of office. The purpose of the Advisory Board shall be to facilitate liaison with the Board of Directors of the CSA on matters related to the duties of that public organization, and to disseminate information on such matters to Owners. Nothing herein shall be interpreted in any way to restrict or limit the rights of any Owner with respect to road related matters.

Section 5.03: Termination of CSA

In the event the CSA is terminated each and every Owner agrees severally and equally to the formation of a Homeowners Association to assume the responsibilities for the cost of repair, maintenance, replacement of roads within Subdivision (i.e., Grosvenor Circle, Shilling Court, Tower Court, Ramsgate Drive, Millstone Way) as may be necessary to ensure that said roads are in safe and useable condition, and the cost of maintenance of drainage channel, landscaping, soundwall and street lighting. Not later than ninety (90) days following CSA termination the Advisory Board shall schedule a meeting of all Owners for the purpose of forming an Association, as may be required by the County of Placer, and establishing those ongoing procedures necessary to determine the nature of needed said repairs, maintenance, etc., work, methods of contracting for said work, and to provide for the collection of funds from Owners.

A meeting for said purposes shall be conducted at not less than twelve (12) month intervals and a determination approved by a majority of Owners of the nature of existing or projected road work required, the method whereby such work may be procured from a duly licensed General Contractor. The amount, time, and manner of collecting funds shall be binding upon all Owners. Any such determination shall be confirmed in writing and notice thereof to all Owners shall be provided by the Advisory Board.

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Section 5.04: Notices

All meeting notices required pursuant to this Article must be in writing and delivered to each Owner not less than twenty (20) days before the meeting date. Delivery of all notices shall be made by depositing said notice at the location each Owner receives mail from the U.S. Postal Service with the project.

Section 5.05: Non-Liability of Advisory Board Members

Nothing herein shall be interpreted to create liability on the part of said Board members to other Owners for any misconduct related to the performance of their duties on said Board.

Section 5.06: Enforcement

In addition to any other rights and remedies arising from this Declaration and provided as for elsewhere herein, and without limiting the same, any Owner or the County of Placer, may commence an action in a court of competent jurisdiction to specifically enforce the affirmative obligations created by this Article, seek monetary damages for a violation hereof and/or to secure restitution. In the event the Owners are unable or unwilling to perform their obligation pursuant to the herein Article, and in the sole discretion of the County of Placer, if said County determines that immediate road repairs and maintenance are necessary to render Subdivision roads in a safe and passable condition, said County may undertake said work and exercise its remedies hereunder upon giving ten (10) days written notice thereof to Owners, except in the case of an emergency, in which event said notice shall be given before work commences.

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ARTICLE VI

HOMEOWNERS ASSOCIATION

Section 6.01: Membership

In the event the County Service Area described in Article V herein is terminated as specified in section 5.03, each and every Owner agrees severally and equally to the formation of a Homeowners Association to assume, the responsibilities of said County Service Area. As long as the CSA District is in effect, each owner agrees individually and equally to be subject to all the provisions hereof. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record and to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership per parcel. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of any such Lot shall be the sole qualification of membership. "Owners of record title" and "record owners", as terms may be used, shall not include mortgages or trustees, or beneficiaries under Deeds of Trust.

Section 6.02: Management

The common maintenance areas of Grosvenor Downs Subdivision, except where specifically provided for the contrary, shall be managed by a Board of Directors of the Homeowners' Association, composed of three (3) of the record owners of Lots in the Project. The Board of Directors shall be elected by a vote of the general membership of the Association at the organizational meeting of the Owners, and at each annual meeting of the Association thereafter. The time and place for each annual meeting of the Association shall be determined by a vote of the members at the organizational meeting. Special meetings of the Association shall be called as necessary. At all meetings of the Association, a simple majority of the Owners shall constitute quorum. Where a Lot is held of record by two or more persons jointly or as tenants in common or as a partnership, or otherwise, said Owner shall designate by written notice, addressed to and filed with the Board the person from among their number who shall vote for the Lot at the meetings of the Association.

Section 6.03: Board Discretion

The Board shall have authority to conduct, manage and control the affairs of the Association and the common maintenance areas of the project, not specifically excluded elsewhere herein, and to make such rules and regulations thereof, not inconsistent with the law of this Declaration as they may deem in the best interest of the Owners.

Section 6.04: Responsibility for Road Maintenance

The Association shall not be responsible for the maintenance or repair of any area whose repair or maintenance shall be subject to a Community Service Area. In the event that common maintenance areas of this subdivision are part of a Community Service Area that is terminated, this Association shall not bear the obligation for such repair and maintenance until such assumption of obligations by this Association have been approved in writing by Placer County. In no event shall this Association be responsible for repairing damages to any roadway caused by an Owner or the guest of an Owner. In the event of such damage, the cost of repairing said damage shall be the obligation of the Owner responsible for the same, or whose guest was so responsible.

Section 6.05: Amendments

The provisions of this Article shall not be amended without the prior written approval of the County of Placer.

Section 6.06: Further Subdivision of Lots

No Lot shall be further subdivided without the prior written consent of the Association and the County of Placer.

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Section 6.07: Annual Assessments

The Declarant, for each Lot owned within the Project: hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other Conveyance, is deemed to covenant and agree to pay to the Association an annual assessment to be determined by the Board of Directors, together with any special assessment which shall be determined to be levied as hereinafter provided. Assessments may be increased or decreased by a vote of the Board. Annual assessments due on the first day of January shall be delinquent on the first day of February following. The obligations of Declarant and each Owner as set forth in this section shall commence upon formation of the Grosvenor Downs Homeowners' Association and approval of Placer County pursuant to Section 6.04 of these Restrictions.

Section 6.08: Special Assessments

In the event any work proposed to be done is authorized by a majority of the members of the Association in a general meeting, or emergency repairs or maintenance repairs directed by the Board, which necessitates an expenditure of funds in excess of the available funds of the Association, a special assessment may be levied by the Board not to exceed One Hundred Twenty (\$120) dollars per lot in any one year, in addition to the annual assessment, to cover the costs of such work properly authorized by a majority of the members or emergency repairs directed by the Board.

Section 6.09: Purpose of Assessments

Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the repair and maintenance of common maintenance areas, including, but not limited to, sound-barrier walls and the entry pillars and signs, but specifically excluding any County or other government owned or controlled roadways.

Section 6.10: Collection of Assessments

In the event any Member shall fail to pay assessments as required or provided for under the terms of these Articles, or any other monies to be paid by such Member under the terms thereof, the Board shall have the right to bring suit therefore in the appropriate court for collection of said sums of money, together with interest at the rate of twelve percent (12%) per annum, together with reasonable attorneys' fees and costs of suit.

Section 6.11: Exempt Property

The following property subject to this Declaration shall be exempt from the assessments created herein;

- A) All properties dedicated to and accepted by a local public agency or authority;
- B) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of California.

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ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01: Term of Declaration

This Declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all Covenants, Conditions and Restrictions and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by 66 2/3% of the Owners.

Section 7.02: Enforcement

Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or estoppel of the right to do so thereafter.

Section 7.03: Costs

If Declarant or assignee takes action against Owner to enforce Covenants, Conditions & Restrictions or any action of the Architectural Review Board then Declarant shall be entitled to recover from Owner all costs associated with enforcement including the Declarant's attorney's fees as may be awarded by the court. Declarant's claim to costs shall be enforceable at law or in equity when occurred by Declarant until paid.

Section 7.04: Cumulative Remedies

Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver or estoppel thereof.

Section 7.05: Violations as Nuisance

Every act or omission in violation of the provisions of this Declaration shall constitute a private nuisance, and in addition to all other remedies herein set forth, may be abated or enjoined by any Owner, or the County of Placer.

Section 7.06: No Discriminatory Restriction

No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, transfer, leasing, or occupancy of his Lot on the basis of race, sex, marital status, national ancestry, color or religion.

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Section 7.07: Unsegregated Real Estate Taxes

Until such time as real property taxes have been segregated by the County Assessor of the County of Placer, they shall be paid by the respective Owners of Lots. The proportionate share of the taxes for a particular Lot shall be determined multiplying the total tax rate for the subdivision by the fraction which has as its numerator the initial purchase price of the unit purchased and which fraction has as its denominator the total offered sales price for all the units/lots in the subdivision.

ARTICLE VIII

AMENDMENT IN GENERAL

Section 8.01: Amendment Before Close of First Sale

Before the close of the first sale of a Lot to a purchaser other than Declarant, this Declaration and any amendments to it, may be amended in any respect or revoked by the execution by Declarant. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Office of the County Recorder of the County of Placer.

Section 8.02: Amendment After Closed of the First Sale

After the close of the first sale of a Lot to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of not less than 66 2/3% of the then record owners of lots covered by these restrictions. However, if any provision of this Declaration requires a greater or less percentage of the consent of the Owners for action to be taken, or the prior written consent of the County of Placer, then such greater or lesser percentage or additional consent requirement shall apply to amend any such provision. Also, if the consent or approval of any governmental authority or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is first so obtained. Any amendment or revocation subsequent to the close of such first sale, shall be evidenced by an instrument executed by the requisite number of Owners and any additional persons or entities whose consent is required, and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Office of the County Recorder of the County of Placer.

Section 8.03: Reliance Upon Amendments

Any amendment made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01: Headings

The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

Section 9.02: Severability

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provision.

Section 9.03: Liberal Construction

The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver or estoppel of the right to enforce said provision thereafter.

Section 9.04: Number; Gender

The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine and the neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 9.05: Easements Reserved and Granted

Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a Deed to any Lot.

Section 9.06: Binding Effect

This Declaration shall inure to the benefit of and binding on the successors and assigns of Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of the Owners.

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