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OFFICIAL RECORDS
EL DORADO COUNTY-CALIF.
RECORD FILED BY
William H Saenger
JAN 9 11 35 AM 1984
2/10 pd DOROTHY CARR
COUNTY RECORDER
*Box 2280
Mariposa, Ca
95386*

DECLARATION
OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR EL DORADO PROFESSIONAL BUILDING CONDOMINIUMS

THIS DECLARATION made on the date hereinafter set forth by
hereinafter referred to as "Declarant,"

1. Declarant is the owner of certain real property located in
City of Placerville
the County of El Dorado
State of California, shown upon that certain Map entitled Tract
Number
filed for record,
County Records ("the Map").

Recorded JAN. 9, 1984, in Book 32 of Maps, at page 80.

WHEREAS, the plan is a "project" within the meaning of California Civil
Code Section 1350 (3), is subject to the provisions of the California Condominium
Act (Title 6, Part 4, Division Second of the Civil Code), and it is the desire
and intention of Declarant to divide the project into condominiums;

WHEREAS, it is Declarant's intentions to impose upon said property mutually
beneficial restrictions under a general plan of improvement for the benefit of
all said condominiums and the owners thereof;

WHEREAS, Declarant desires to establish by this declaration a plan for the
individual ownership of the real property estates into condominiums as contained
in each of the units in each multioffice structure, together with certain exclusive
easements appurtenant to each unit, and the co-ownership by the individual and
separate owners thereof, as tenants in common, in a common area, as herein
provided.

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NOW THEREFORE, the Declarant hereby declares that the project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof in to condominiums and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the project and every part thereof. All of the limitations, covenants, restrictions, and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall be for the benefit of each owner of any portion of said project or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. This Declaration is made by Declarant pursuant to California Civil Code Section 1355.

1. Declarant, in order to establish a plan of condominium ownership for the project, hereby covenants and agrees that it hereby divides the project into the following separate freehold estates:

(a) Each of the units in each multioffice structure, each shown, numbered and designated in the Map, shall be a separate freehold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each unit, each of such spaces being defined and referred to herein as a "unit". Each unit includes both the portions of the building so described, defined and delineated on the Map.

2. Declarant, the fee owner of the real property described in Recital 1 above, hereby makes the following declaration as to divisions, easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses to

which the property may be put, hereby specifying that each such declaration shall constitute covenants to run with the land and shall be binding upon declarant, its successors and assigns, and all subsequent owners of all or any part of the project, together with their grantees, successors, heirs, executors, administrators, devisees or assigns. Each of the units in each multioffice structure includes both the portion of the building so described and the airspace so encompassed, but the following are not part of the unit: bearing walls, main walls, columns, floors, roof, foundations, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the unit. In interpreting deeds, declarations and plans the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of minor variance between boundaries shown on the plan or in the deed and declaration and those of the building.

3. A freehold estate consisting of the remaining portion of the project is described and referred to herein as the Common Area. The Common Area shall include, as shown on the plan, without limitation, each multioffice structure, the solid earth upon the structure is located and the air space above the structure, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces and balconies, reservoirs, tanks, pumps and other central services, pipes, ducts, chutes, conduits, wires and other utility installations of the multioffice structures, wherever located, except the outlets thereof when located within the units. The common areas shall also include any play areas, landscaping and all other community facilities.

4. Each unit, together with the respective undivided interest in the Common Area specified and established in Article 7 hereof, is defined and hereinafter referred to as a "condominium" and the ownership of each condominium shall include a unit and such undivided interests in the Common Area.

5. Portions of the Common Area are hereby set aside for the balconies, patio areas, parking spaces and storage areas, to be allocated for the restricted use of the respective units, and such areas shall be assigned to individual units for restricted use. These Restricted Common Area Easements (RCAE) are still classified as Common Areas and will be deeded as such.

6. The individual units hereby established and which shall be individually conveyed and described as numbers 1 through 8

7. The undivided interest in the "Common Areas" hereby established and which shall be conveyed with each unit.

Each of the above respective undivided interests established and to be conveyed with the respective units may not change. Declarant, its successors and assigns, and grantees covenant and agrees that the undivided interest in the Common Area and the fee titles to the respective units conveyed therewith shall not be separately conveyed or encumbered with its respective unit even through the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

8. Each unit shall be assessed 12.5% of the Total of the Common expenses of the "Common Area" both annual and special.

9. Attached to the Map is a copy of a plan of the project, together with diagrammatic floor plans of each multioffice structure.

(a) The common areas shall remain undivided as set forth above; and no owner shall bring action judicial partition, excepting as otherwise herein- after provided in Article 22, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the projects.

(b) The units shall be occupied and used by the respective owners for commercial purposes only and no dwelling purpose shall be carried on in any of the units.

(c) Each condominium owner shall have exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own unit.

(d) if any portion of the common area encroaches upon the units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multioffice structure is partially or totally destroyed, and then rebuilt, the owner of the units agrees that minor encroachments of the parts of the common areas due to construction shall be permitted and that valid easements for each encroachment and the maintenance are thereof shall exist. The common areas are and shall always be subject to easements for minor encroachments thereof of the unit; and a non-exclusive easement for ingress, egress and support through the Common Area is appurtenant to each unit and the Common Area is subject to each easement.

10. Declarant, its successors and assigns, by this declaration and all future owners of the condominiums, by their acceptance of their respective deeds, covenant and agree as follows:

11. Each condominium unit shall be entitled to a voting interest for voting purposes in the Association of Owners, being Commercial Condominium Office Owners Association.

Each unit shall be entitled to one vote and when more than one person holds an interest in any condominium unit, all such persons shall be members of said Association, and vote for such unit shall be exercised as they among themselves determine.

12. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto and collectively marked "Exhibit B" and made a part hereof, and shall be subject to their terms. In the event that any of the matters in Exhibit "B" or on the Map are in any way inconsistent with any matters in this Declaration, then any such matters herein shall prevail. In the event that any of the matters on the Map are in any way inconsistent with any matters in "Exhibit B" then any such matters in "Exhibit B" shall prevail.

13. In the event of a break of any Rule or any of the Restrictions contained in this Declaration by a Unit owner, his family, guest, employees, invitees, licensees or tenants, the Board for and on behalf of all other Unit owners may enforce the obligations of each owner to obey such Rules or Restrictions in any manner provided by law or in equity, including but not limited to appropriate legal actions, suspension of the owner's rights to use the Common Facilities of the Project or suspension of the owner's voting rights; PROVIDED, HOWEVER, such suspension may not be for a period in excess of thirty (30) days, after notice and hearing as herein provided for an infraction of such rules. In addition to the other remedies herein set forth, the Board, by majority vote, may levy a fine against such owner, after appropriate notice and hearing as herein provided, in an amount not to exceed FIFTY DOLLARS (\$50.00) for such violation and the payment of such fine may be enforced in the same manner as set forth in Article 18 herein.

Prior to imposing any penalty provided herein for breach of any rules enacted hereunder or restrictions contained in this Declaration, the Board shall send written notice to the Unit owner specifying the nature of the infraction and provide an opportunity to the Unit owner for a hearing before the Board regarding such infraction and the penalty to be imposed. In the event that the Board determines that said infraction has occurred and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the Board shall be final. In the event legal action is instituted by the Board pursuant to this paragraph, any judgment rendered in any such action shall include costs of collection court costs, and reasonable attorneys fees, in such amount as the court may adjudge against such owner.

14. Except as otherwise provided herein, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the vote of seventy-five percent (75%) of the voting power of the Total Association and by seventy-five percent (75%) of the voting power other than the subdivider and if otherwise required by law, the written consent of the Department of Real Estate, State of California, which amendment shall be effective upon recordation in the office of the Recorder of the County of El Dorado, California.

15. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his condominium.

16. All sums assessed in accordance with the By-Laws and this Declaration shall constitute a lien on each respective condominium prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) 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. All taxes, assessments, and charges which may become liens prior to the first mortgage under local laws shall relate only to the individual Condominium Units and not to the condominium project as a whole.

17. (a) Not later than sixty (60) days prior to the beginning of each fiscal year, the Board shall estimate the "estimated cash requirement", which shall be the net charges to be paid during each year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus except accrued reserves from the prior year's fund). Said "estimated cash requirement" shall be assessed as provided for in Article 8 herein to each Unit Owner. If said sum estimated proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each owner shall be obligated to pay assessments made pursuant to this Article to the Board in equal monthly installments on or before the first day of each month during the year, or in such other reasonable manner as the Board shall designate. The rights of the Board set forth hereinabove, are subject to the limitations contained in subparagraphs of this Article.

(b) All funds collected hereunder shall be expended for the purpose designated herein.

(c) The annual assessments shall include an adequate reserve for maintenance, ^(d) repairs and replacement of those common elements that must be replaced on a periodic basis ~~and shall be payable in regular installments rather than~~ by special assessments.

(d) The board may not, without the vote or written assent of a majority of the voting power of the Association and the members other than the grantor, impose a regular annual assessment which is more than twenty percent (20%) greater than the regular assessment for the immediately preceding fiscal year.

(e) In any fiscal year, the governing body of the Association may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider, levy special assessments to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Every general special assessment shall be levied upon the same basis as that prescribed for the levying of regular assessments.

The above provisions with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the governing body to reimburse the Association for cost incurred in bringing the member and his subdivision interest into compliance with provisions of the governing instruments for the subdivision.

(f) Regular assessments against all units shall commence on the first day of the month following the closing of the first sale of a unit. Voting rights shall not vest in a unit until assessments commence on a unit.

18. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium plus interest at ten (10%) percent per annum, and

costs, including reasonable attorney's fees, shall become a lien upon such Condominium upon recordation of a notice of assessment as provided in Section 1356 of the Civil Code. A certificate executed and acknowledged by a majority of the Board stating the indebtedness secured by a lien upon any Condominium created hereunder, shall be conclusive upon the Board and the Owners as to the amount of such indebtedness of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished by any Owner upon request at a reasonable fee, not to exceed fifteen (\$15.00) dollars.

Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a mortgage under power of sale. Any action in Court brought to foreclose such a lien shall be commenced prior to the expiration of said lien as provided in Section 1356 of the Civil Code. In the event such foreclosure is by action in Court, reasonable attorney's fees, which shall be fixed by the Court, shall be allowed. In the event the foreclosure is as in the case of a mortgage under power of sale, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law, or as may be prevailing at the time the sale is conducted.

Such sale shall be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924b and 2924c applicable to the exercise of powers of sale or mortgages and deeds of trust, or in any other manner permitted by law. The Certificate of Sale shall be executed and acknowledged by any two members of the Board, or by the person conducting a sale. A deed upon Court foreclosure shall be executed in like manner, after the lapse of the then required statutory period of redemption, if any.

In a voluntary conveyance of a Condominium the Grantee of the same shall be jointly and severally liable with the selling Owner of all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the selling Owner the amounts paid by the Grantee therefor, to a statement from any officer of the Association and such Grantee shall not be liable for, nor shall the Condominium conveyed be subject to a lien for any unpaid assessments made by the Association against the selling Owner in excess of the amount set forth in the statement; provided, however, the Grantee shall be liable for such assessment becoming due after the date of any such statement.

19. Where the mortgage of a first mortgage (meaning any mortgage with first priority over other mortgages) of record of other purchaser of a Condominium obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by each acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the Condominium owners including such acquirer, his successors and assigns;

(a) The liens created hereunder upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be

a lien created pursuant to Article 18 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said claimed lien, if any, shall have the same effect and be enforced in the same manner as provided herein:

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment unless such holder joins in the execution thereof:

(c) No breach of any of the covenants, conditions, restrictions, limitations or uses herein contained shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said matters shall be binding upon any Owner whose title is derived through foreclosure or trustee's sale.

20. In the event the common area improvements, which are included in this project, have not been completed prior to the issuance of a Notice of Completion and the Association is obliged under a bond or other arrangement (hereinafter Bond) to secure performance of the commitment of the declarant to complete the said improvements:

(a) The governing body of the Association shall consider and vote on the question or action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within 60 days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any common area improvement, the governing body shall be directed to consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension.

(b) A special meeting of members for the purpose of voting to override a decision by the governing body not to initiate action to enforce the obligations under the Bond or on the failure to the governing body to consider and vote on the question. The meeting shall be held not less than 35 days nor more than 45 days after receipt by the governing body of a petition for such a meeting signed by members representing not less than 5% of the total voting power of the Association.

(c) Vote shall be by members of the Association other than the Declarant at the special meeting called for the purpose set forth in (b) above.

(d) Vote of a majority of the voting power of the Association residing in members other than the Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the governing body shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

21. Other than the foregoing obligations, the owners of the respective condominiums shall have the absolute right to lease same, provided, that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and further subject to the By-Laws attached hereto.

22. If any of the buildings are damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the owner or owners, mortgage or mortgages of the owner or owners of such Unit, as their respective interest may appear, and such owner or owners, or mortgagee or mortgagees of the owner or owners of such Unit, as their respective interest may appear, and such owner or owners, or mortgagee or mortgagees, shall use the same to rebuild or repair such Unit in accordance with the original plans and specifications therefor. If such damage extends to two or more Units, or extends to any part of the Common Areas, the following shall apply:

(2) If the available insurance proceeds initially offered or paid by the insurer do not exceed the sum of Ten Thousand Dollars (\$10,000.00), and the estimated cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Ten Thousand Dollars (\$10,000.00) such insurance proceeds shall be paid to the trust department or escrow department of any national bank or title company as the Association may designate, to be held for the benefit of the owners and their mortgages as their respective interest may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units and the Common Areas, in accordance with the original plans and specifications therefore and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all owners, in proportion to the interest of each owner in the Common Areas, to make up the deficiency.

(b) If subparagraph (a) is inapplicable, then:

1. All insurance proceeds shall be paid to the insurance trustee mentioned in subparagraph (a) above. The Board is authorized to enter on behalf of the owners into such agreement, consistent with these restrictions, with such insurance trustee, relating to its powers, duties and compensation, as the Board may approve;

2. The Board shall obtain firm bids (including an obligation to obtain a performance bond) from two or more responsible contractors to rebuild the project in accordance with its original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the voting owners to consider such bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any owner may obtain such bids, and call and conduct such

meeting as herein provided (failure to call such meeting, or to repair such casualty damage, with twenty-four (24) months from the date such damage occurred shall be deemed for all purposes a decision not to rebuild such building). At such meeting, the voting owners may buy a sixty-six and two-thirds ($66 \frac{2}{3}$) percent vote of the members of each class present at such meeting, provided there is a quorum elect to reject all of such bids and thus not to rebuild, or by fifty-one percent (51%) vote of the members of each class present at such meeting, elect to reject all such bids requiring amounts more than Ten Thousand Dollars (\$10,000.00) in excess of available insurance proceeds. Failure to reject all bids shall authorize the Board to accept and unreject bid it considers most favorable.

3. If a bid is to be accepted, the Board shall levy a special assessment in proportion to the interest of each owner in the Common Areas, to make up any deficiency between the total insurance proceeds, whether or not subject to liens of mortgages, shall be paid to said insurance trustee to be used for such rebuilding. If any owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board without relieving such owner from liability, shall make up the deficiency by payment from the maintenance fund. Upon payment, the Board shall let the contract to the successful bidder;

4. Upon an election not to rebuild, the Board, as soon as reasonably possible and as agent and attorney-in-fact for the owners, shall sell the entire project, in its then condition, free from the effect of these restrictions, which shall terminate upon such sale, or terms satisfactory to the Board. The net proceeds, and all funds held by said insurance trustee, shall thereupon be distributed to the owners in proportion to the interest of each owner in the Common Areas, and to the mortgagees of the interest of the owners, as their interests may appear;

(c) Within sixty (60) days after any such damage occurs, the Manager, or the Board, or if they do not, any owner, the insurer, the insurance trustee, or any mortgagee of any owner shall record a sworn declaration stating that such damage has occurred, describing it, identifying the building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph in these Restrictions, and that copy of such sworn declaration has been served pursuant to the provisions of Article V of the By-Laws hereof on the owners.

If the owners decided not to rebuild, either by calling a meeting and rejecting all bids presented or by failing to call such meeting and failing to repair such damage within twenty-four (24) months after the damage occurs, then the Manager, or the Board, or if they do not, any owner or mortgagee or any owner, shall record a sworn declaration setting forth such decision and reciting that under the provisions of these Restrictions the prohibition against judicial partition of these Restrictions the prohibition against judicial partition provided for in Article 9a hereof has terminated and that judicial partition of the project may be obtained pursuant to Section 1354 of the Civil Code of the State of California. Upon final judgment of a court of competent jurisdiction decreeing such partition, these Restrictions shall terminate.

The provision of this paragraph cannot be amended without the unanimous consent of the owners in writing.

23. The Association shall promulgate rules and regulations concerning the use of the common areas and recreational facilities by owners and their guests.

24. The Association shall have the right to limit the number of guests of each unit allowed to use the recreational facilities in the common area.

25. The Association and local fire and police departments shall have the right to move or remove any or all vehicles which are parked in front of fire hydrants or any area which interferes with vehicular movement or activities of the police, fire or emergency services. The Association shall comply with the requirements of Section 22658 of the Vehicle Code of the State of California which pertains to the removal of vehicles from private property and Sections 22852 and 22853 of the Vehicle Code which pertains to the requirements of notice.

Any expenses incurred by the Association in the moving or removal of an owner's vehicles shall be a charge and included in the assessment of the owner. The owner shall also be responsible for his guests' vehicles and the owner's assessments shall include the additional expenses incurred by the removal of his guests' vehicles.

26. So long as Declarant, its successors and assigns owns one or more of the condominiums established and described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration; the Map, the By-Laws, attached hereto, and Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the condominium.

27. Should any provisions or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portion hereof shall remain unaffected and in full force and effect.

28. The Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering condominiums but without prejudice to the right of the owner of a condominium to obtain individual condominium insurance.

29. Insurance premiums for any blanket insurance coverage shall be a common expense to be included in the monthly assessments levied by the Association; and the portion of such payments necessary for the insurance premiums shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premium as such premiums become due.

30. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

A first mortgagee shall have the right to examine the books and records of the Association of the Project.

The Association shall give notice to the Federal Home Loan Mortgage Corporation (in care of the server at server's address) in writing of any loss to or taking of the common elements of the condominium project of such loss or taking exceeds \$20,000.00 or damage to a condominium unit covered by a mortgage purchases in whole or in part by the Federal Home Loan Mortgage Corporation exceeds \$1,000.00.

31. This declaration shall run with and bind the land and shall continue in full force and effect for a term of 50 years from the date of this declaration, after which time the same shall be automatically extended for successive periods of 10 years.

32. No breach of any of the covenants and restrictions set forth herein shall cause any forfeiture of title or reversion, but violation of any one or more of such covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, any owner of a condominium, and/or the Association, by action of any court of competent jurisdiction and damages may also be awarded

for such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value and encumbering all or any portions of the project, but said covenants and restrictions shall be binding and effective against any owner of the project, or portion thereof whose title thereto is acquired by foreclosure, trustees sale or other action at laws.

33. Without regard to the quorum requirements contained in Section 14 unless seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual Condominium Units have given their prior written approval, the condominium home owners association shall not be entitled to:

- 1) by act or omission, seek to abandon or terminate the condominium project;
- 2) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of : (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the common elements;
- 3) partition or subdivide any Condominium Unit;
- 4) by act omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting or easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);
- 5) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement

or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

34. Declarant, its successors and assigns, by this Declaration and all future owners of the condominiums, by their acceptance of their respective deed, covenant and agree as follows:

(a) No owner, resident or lessee shall install television, FM, AM or amateur radio antenna, machines or air conditioning units, wiring for electrical or telephone installation on the exterior of the building of the project or that protrude through the walls of the roof of a building except as authorized by the Association.

35. Additional parcels may be annexed to and become subject to this Declaration by any of the following methods set forth in this section. Upon annexation additional parcels shall become subject to this Declaration without the necessity of amending individual sections hereof.

(a) No owner, resident or lessee shall install television, FM, AM or amateur radio antenna, machines or air conditioning units, wiring for electrical or telephone installation on the exterior of the building of the project or that protrude through the walls of the roof of a building except as authorized by the Association.

35. Additional parcels may be annexed to and become subject to this Declaration by any of the following methods set forth in this section. Upon annexation additional parcels shall become subject to this Declaration without the necessity of amending individual sections hereof.

(a) At the sole discretion of Declarant, any or all of the property consisting of Units 1 through 8 as described on the Map, may be annexed to and become a part of the project, subject to this Declaration, and subject to the jurisdiction of the Association, without the necessity of amending individual sections of this Declaration, without the assent of lot owners on condition that:

1. Any annexation pursuant to this section shall be made prior to the third anniversary of the original issuance of the most recently issued public report for phase of the project.

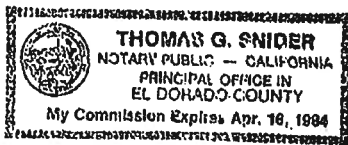
2. The annexation and development of additional parcels shall be in accordance with a plan of development approved by the Department of Real Estate of the State of California.

3. A Declaration of Annexation shall be recorded covering the applicable portion of the property to be annexed. Said Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.

IN WITNESS WHEREOF, Declarant has affixed its signature this 7th day of January 1984

William H. Saenger
Declarant

STATE OF CALIFORNIA
COUNTY OF EL DORADO } sc.



On this 7th day of JANUARY in the year one thousand nine hundred and 84 before me, THOMAS G. SNIDER, a Notary Public, State of California, duly commissioned and sworn, personally appeared William H. Saenger

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the El Dorado County of EL DORADO the day and year in this certificate first above written.

Thomas G. Snider
Notary Public, State of California

My commission expires APRIL 16 1984

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