

25099 TRIMONT 9/2/71

OFFICIAL RECORDS
PLACER COUNTY-CALIF.
RECORD REQUESTED BY
WESTERN TITLE INS. CO.
Nov 11 9 54 AM 1971

DECLARATION OF
COVENANTS AND RESTRICTIONS

MAURINE I. DOBBAS
COUNTY RECORDER
25099 \$36.00

THIS DECLARATION is made this 3rd day of
November, 1971, by TRIMONT LAND COMPANY, a
corporation (hereinafter called "Grantor").

RECITALS:

Grantor makes this Declaration upon the basis
of the following facts and intentions:

A. Grantor is the owner of that certain real
property located in the County of Placer, State of Cali-
fornia, more particularly described in Exhibit A, attached
hereto and incorporated herein by reference thereto (here-
inafter called "First Increment"). Grantor also holds an
interest in that certain real property located in the
County of Placer, more particularly described in Exhibit
B, attached hereto and incorporated herein by reference
thereto (hereinafter called the "Annexation Property").

B. Grantor plans to subdivide and develop the
First Increment and the Annexation Property and impose
thereon beneficial restrictions under a general plan of im-
provement for the benefit of all of such real property,
every part thereof and interest therein. Initially, Grantor
intends to subdivide and develop the First Increment in
accordance with said plan, reserving the right to impose
similar restrictions upon portions of the Annexation Property
developed from time to time, to the end that the entire
property may ultimately be developed, owned, used, managed,
occupied and improved as a single project for the benefit
of every part thereof and interest therein and the Owners
of such parts and interests.

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NOW, THEREFORE, Grantor hereby declares that the First Increment and such portions of the Annexation Property as Grantor hereafter elects to make subject hereto, shall be held, conveyed, encumbered, used, occupied and improved subject to the following restrictions, covenants and conditions, all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. All of the restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each successor in interest of such owners.

1. Definitions.

(a) "Annexation" shall mean the process by which portions of the Annexation Property" are made subject hereto pursuant to paragraph 2 hereof.

(b) "Association" shall mean the NorthStar-At-Tahoe Association, a non-profit corporation, or any successor thereof charged with the duties and obligations set forth herein.

(c) "Board" shall mean the Board of Directors of the Association, duly elected and acting pursuant to its Articles of Incorporation and By-Laws.

(d) "Building" shall mean all of the improvements located upon a Lot.

(e) "Common Area" shall mean all real property in which the Association owns an interest for the common use and enjoyment of all of the Members. Said interest or interests may include, without limitation, estates in fee, estates for a term of years or easements. Common Area for the First Increment shall be that certain real property designated Parcels C, D, E, F and G on that certain Subdivision Final Map entitled "Tract 222, Northstar Unit 1-A" filed for record in the office of the Recorder of the County of Placer, State of California

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on 4-11-71, in Book J of Maps, at page 38.

(f) "Condominium" shall mean a condominium within a Project, including, without limitation, the portion thereof to which fee title is to be conveyed in severalty and the interests appurtenant thereto.

(g) "Lot" shall mean any lot shown on a recorded subdivision or parcel map of a portion of the Properties, except Common Area.

(h) "Member" shall mean any person or entity holding membership in the Association.

(i) "Monthly Assessments" shall mean assessments levied pursuant to paragraph 7 hereof to provide funds to meet the estimated cash requirement of the Association.

(j) "Mortgage" shall mean a deed of trust as well as a mortgage.

(k) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgagee.

(l) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Parcel, including contract sellers; provided, however, that prior to the first conveyance of each portion of the Properties for value after annexation pursuant to the provisions of paragraph 2 hereof, Owner shall mean Grantor unless Grantor has designated its successor in ownership of fee simple title to exercise the rights and bear the burdens of ownership. Prior to such annexation and conveyance, Grantor shall have the right to retain such rights incidental to ownership hereunder as it may desire in its discretion.

(m) "Parcel" shall mean:

(1) where a Lot is not a Project Lot and is held for conveyance in severalty, lease or use by a single user, the Lot and all improvements there-

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on and appurtenances thereto;

(2) with respect to Projects, the condominiums therein.

(n) "Project" shall mean a condominium project created upon a Lot or Lots made a part of the Properties pursuant to the provisions hereof, and so designated in the Declaration of Annexation pursuant to paragraph 2 hereof.

(o) "Project Assessment" shall mean assessments levied pursuant to the Project Declaration.

(p) "Project Committee" shall mean the governing body of each Project created pursuant to each Project Declaration.

(q) "Project Common Area" shall mean the area within a Project restricted in whole or in part to use primarily by or for the benefit of the Owners of Condominiums within the Project, their lessees and invitees.

(r) "Project Declaration" shall mean the declaration establishing a plan of condominium ownership to be filed with respect to each Project and shall include the Declaration providing for merger of increments, if any, in the Project.

(s) "Project Lot" shall mean the Lot upon which a Project is located, so designated pursuant to the terms of paragraph 2 hereof.

(t) "Properties" shall mean the First Increment plus portions of the Annexation Property from time to time made subject hereto pursuant to the terms of paragraph 2 hereof.

(u) "Special Assessments" shall mean all assessments other than Monthly Assessments and Project Assessments.

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2. Annexation.

(a) Overall Development Plan. The Properties and the Annexation Property are held for development pursuant to the master site plan and use permit issued by the County of Placer and entitled Conditional Use Permit, Trimont Land Company NorthStar-At-Tahoe (LDA-674) April, 1971 (the "Development Plan"). Development shall be in accordance with the Development Plan and the exhibits submitted in connection therewith as amended from time to time.

(b) Right Of Annexation. From time to time, and without requirement of consent by the Owners, Members, or the Association, Grantor may annex all or portions of the Annexation Property which have been or are in the course of being developed substantially in accordance with the Development Plan by recording a Declaration of Annexation meeting the requirements hereinafter set forth.

(c) Annexation Declaration. The Declaration of Annexation shall be recorded in the Office of the Recorder of the County of Placer and shall:

(1) describe the property to be annexed.

(2) declare that the property so described is annexed pursuant to the provisions hereof;

(3) declare that the property so described has been or is being developed substantially in accordance with the Development Plan citing the specific portions of the Development Plan applicable thereto(if any);

(4) provide an assessment allocation for the

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Lots, and with respect to each Project Lot;

- (i) identify the Project Declaration;
- (ii) designate Project Common Area;
- (iii) provide for allocation of Project

Assessments; and

(7) provide for other restrictions, conditions and allocations of rights and benefits not inconsistent with the provisions hereof and the Development Plan as Grantor may deem appropriate.

Where the property to be annexed consists of one or more Project Lots and no other property, the Declaration of Annexation may be incorporated as one document in the Project Declaration.

(d) Effect Of Annexation. From and after the date of recording of a Declaration of Annexation, the property subject thereto shall become part of the Properties for all purposes of these restrictions; provided, however, that the property so annexed shall not be or become liable to assessment for the debts or obligations of the Association incurred prior to the date of annexation. The Association shall accept conveyance of all Common Area in the area to be annexed and all other interests to be conveyed to the Association designated in the Declaration of Annexation.

(e) Limitation On Annexation. Grantor's rights of annexation pursuant to the terms hereof shall expire with respect to any portion of the Annexation Property not theretofore annexed, and there shall be no further annexation thereafter without a vote of seventy-five percent (75%) of the Members holding Class A voting power as hereinafter provided, on the earlier of:

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(1) the tenth (10th) anniversary date hereof,
or

(2) three (3) years after the date of issuance of the most recent Final Subdivision Public Report by the Department of Real Estate of the State of California with respect to any portion of the Properties.

3. Membership In Association.

(a) Every Owner shall be a Member of the Association. Status as an Owner is the sole qualification for membership.

(b) Rights to a membership and status as a Member terminate upon termination of status as an Owner. Upon conveyance, sale or assignment of the Owner's interest, the selling Owner or Owners shall be relieved of liability for assessments levied from and after the date of such sale.

(c) No Owner may avoid the obligations of membership during the period when he is an Owner by nonuse of Common Area, renunciation or abandonment of his Parcel, or any other act of abandonment or renunciation.

4. Voting Rights. There shall be two (2) classes of voting rights:

(a) All Members other than Grantor shall have Class A voting rights, entitling them to one (1) vote for each Parcel they own. When more than one person holds an interest in a Parcel, the vote for such Parcel shall be exercised as the Owners thereof determine, but votes attributable to the Parcel shall be cast by only one (1) person.

(b) Grantor shall have Class B voting rights entitling it to three (3) votes for each Parcel to

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which it has reserved the voting rights as an Owner pursuant to paragraph 1(1).

(c) Class B voting rights then existing shall be converted to Class A voting rights upon the earliest to occur of the following events:

(1) when the total Class A votes then existing equal the total Class B votes then existing; provided, however, that Class B voting rights shall be restored upon annexation of additional property pursuant to paragraph 2 resulting in a number of Class B voting rights greater than the number of Class A voting rights;

(2) the expiration of ten (10) years from the date hereof; or

(3) the expiration of three (3) years after the date of the latest issuance by the Department of Real Estate, State of California of a Final Subdivision Public Report with respect to a portion of the Properties.

5. Duties Of Association. The Association, for the benefit of the Members, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical, telephone, gas and other utility service, driveway maintenance and snow removal for the Common Area;

(b) A policy or policies of fire insurance, with extended coverage endorsement, including,

without limitation, insurance against theft, vandalism and malicious mischief, for the full insurable replacement value of any improvements on the Common Area, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection;

(c) A policy or policies insuring the Board, the Association, the Members and the Association's employees against any liability to the public or to the Members, incident to the ownership and use of the Common Area and any other property or interest owned by the Association, and including the personal liability exposure of the Members with respect to such property. Limits of liability under such insurance shall not be less than Two Hundred Fifty Thousand Dollars (\$250,000) for any one person injured, Five Hundred Thousand Dollars (\$500,000) for any one accident, and One Hundred Thousand Dollars (\$100,000) for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

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(e) The services of a person or firm of professional managers to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Board, as well as such other personnel as the Board shall require in its discretion for the administration of these Restrictions, whether such personnel are employed directly by the Association or are furnished by the Manager; provided, however, that to the extent that such services are offered by the County of Placer through County Services Area No. 21 (hereinafter called "CSA 21") or a successor agency, political subdivision or special district, the Board shall contract with CSA 21 for snow removal, fire protection, forestry management and other services of a governmental nature from time to time offered, and the contract with any manager designated by the Board shall provide for termination in whole or in part with respect to services which become available through CSA 21 or a successor;

(f) Exercise of all riparian water rights attributable to all Lots and Common Area; provided, however, that no development, distribution or use of water pursuant to such water rights shall be undertaken except by CSA 21 (or another public unity or public utility company approved by the County of Placer) in accordance with a contract between the Association as agent for the Owners and said public unity or utility;

(g) Legal and accounting services as the Board shall require in connection with operation of the Association or enforcement of the provisions hereof;

(h) A fidelity bond naming the Manager, and such persons as may be designated by the Board, as principals and the Members as obligees, for the first year in an amount equal to at least ten percent (10%) of the esti-

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mated cash requirement for that year as determined hereunder, and for each year thereafter is an amount equal to at least ten percent (10%) of the total sum collected through the maintenance fund during the preceding year;

(i) Painting, maintenance, replacement, repair and all landscaping of the Common Area and other property and interests owned by the Association, and such furnishings and equipment as the Board shall determine proper;

(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of these Restrictions or by law or which in the discretion of the Board shall be necessary or proper for its operations or the enforcement of these Restrictions; provided, however, that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Lots, the cost thereof shall be specially assessed to the Owners of such Lots;

(k) The Association shall also pay any amount necessary to discharge any lien or encumbrance upon the Common Area or any other property or interest of the Association. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owner.

6. Association Powers.

(a) Exclusive Power. Except as expressly otherwise provided herein, the duties of the Association enumerated in paragraph 5 shall be exclusively performed by the Association, and any duty to be performed or right to be exercised by the Association, as enumerated therein, shall not be performed by any Owner individually without the

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written consent of the Association. The Association shall have the exclusive right and obligation to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund. The Association shall have a reasonable right of entry upon all Lots, including Project Lots, to determine compliance with and enforce the provisions hereof.

(b) Project Management. The Association shall have the power to contract with the various Project Committees to provide the management services required to be performed for the Projects pursuant to the applicable Project Declaration. If such services are provided, they shall be offered by the Association to all Projects on a basis which does not discriminate between them except on the basis of the cost of services actually contracted to be provided.

(c) Dedication Of Common Area. The Association shall have the right to dedicate or convey all or any part of the Common Area or any interest therein to any public entity or agency which agrees in connection with such dedication or conveyance to hold the same subject to restrictions upon use identical to or more restrictive than those applicable to the particular Common Area so conveyed or dedicated while it was owned by the Association. From and after the date of such conveyance or dedication, the land or interest so conveyed or dedicated shall no longer be Common Area for the purposes hereof.

7. Maintenance Fund: Assessments. Within thirty (30) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year by the Association in the performance of its duties (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said estimated cash requirement shall

be assessed to the Parcels pursuant to the schedule attached hereto and marked Exhibit C. If said sum proves inadequate for any reason, the Board may at any time levy a further assessment, which shall be assessed in like proportions, unless otherwise provided herein. Each Member shall pay assessments so levied against his Parcel to the Association in equal monthly instalments on or before the first day of each calendar month, or in such other reasonable manner as the Board shall designate.

8. Default In Payment Of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Member against whose Parcel or Parcels the same are assessed. In the event of a default or defaults in payment of any such assessment of assessments and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

(a) By suit at law. Each such action must be authorized by a majority of the Board. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorney's fees;

(b) Within ninety (90) days after the occurrence of any such default, the Board may give a notice to the defaulting Member, stating the date of the delinquency, and the amount of the delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may file a claim of lien against the Parcel of such delinquent Member. Such claim of lien shall state (1) the name of the delinquent Member, (2) a description of the Parcel against which claim of lien is made, and (3) that the claim of lien is made by the Board pursuant to these Restrictions in an

amount equal to the delinquency stated in the claim. The lien so claimed shall immediately attach, upon recordation of the claim, subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a lien. 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. In the event such foreclosure is by action in court, reasonable attorney's fees shall be allowed. In the event the foreclosure is 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 Association for conduct of the sale and shall be entitled to expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted.

(c) For the purposes of this paragraph, a certificate executed by any two members of the Board shall be conclusive upon the Board, the Association and the Members in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any Member shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his Parcel (or the fact that all assessments due are paid if such is the case) within fifteen (15) days after demand therefor and upon payment of a reasonable fee not to exceed the amount charged for a loan statement of condition by Wells Fargo Bank in San Francisco, California.

9. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The lien which may be created hereunder upon

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any Parcel shall be subject and subordinate to 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, however, that after the foreclosure of any such mortgage a lien may be created pursuant to paragraph 8 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, assessed hereunder to such purchaser as a Member after the date of such foreclosure sale;

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

(c) By subordination agreement authorized by the Board, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

10. Delegation To Manager. The Association may employ or contract for the services of a manager to perform its duties, powers or functions; provided, however, that no such employment shall be by contract having a term of more than one (1) year and each such contract shall be subject to the provisions of paragraph 5(e) hereof. The Board may not delegate to the Manager the authority to make expenditures for capital additions or improvements chargeable against the maintenance fund. The members of the Board shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority

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of the Board.

11. Use Of Common Area. The Common Area shall be used in accordance with the following restrictions:

(a) Nothing shall be altered, constructed, placed or stored in the Common Area except upon the direction and under the authority of the Association. No addition to or alteration of the Common Area shall be made which changes or interferes with the character thereof as an element of the entire Properties intended for the common use and benefit of all of the Parcels. The character of the Common Area for such purposes is an essential part of the Development Plan and, in addition to its other rights at law and in equity, the County of Placer shall have the right to enjoin or abate any addition to or alteration of the Common Area which it has not approved as consistent with the character of the plan embodied in the Development Plan.

(c) All Members their lessees and invitees shall comply with rules for the use of Common Area not inconsistent herewith and furnished in writing to the Members.

12. Construction Of Improvements, Maintenance And Landscaping Of Lots.

(a) The Owner of each condominium shall comply with the provisions of the Project Declaration applicable thereto, including, but without limitation, the provisions thereto pertaining to maintenance and landscaping.

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(b) Each Owner of each Lot (other than Project Lots) shall maintain the Building or Buildings upon each Lot or Lots he owns, including walkways and paving, in good condition, making all appropriate repairs and replacements as often as the same shall become necessary.

(c) Each Owner of each Lot (other than Project Lots) shall maintain the landscaping as approved by the Architectural Committee upon his Lot or Lots in good condition, removing all weeds, and watering and trimming lawns and shrubs as often as the same shall become necessary.

(d) The Association shall direct any Owner who has not complied with the provisions of subparagraphs (a), (b) and (c) of this paragraph 12 to make appropriate repairs to take other appropriate steps to remedy the condition of default. In the event that the Owner does not commence to make and diligently proceed with the repairs as so required within thirty (30) days after written notice of the need therefor, then the Association shall have the right to make the repairs for the delinquent Owner or Owner's account, and all amounts so expended by the Association may be specially assessed to the delinquent Owner or Owners and such assessments may be collected by lien proceedings under paragraph 8 hereof.

(e) No work of improvement, grading, excavation landscaping, tree or shrub planting or removal shall

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be undertaken upon any Lot or Lots without the prior approval of the Architectural Committee given as provided in paragraph 15 hereof. Residence buildings (other than condominiums) and appurtenant improvements shall be subject to the following restrictions and limitations as well as the requirements which may be imposed by the Architectural Committee and the other provisions hereof:

(1) Every residence dwelling constructed on a Lot shall contain a minimum of one thousand (1000) square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports, and other outbuildings);

(2) Each such residence dwelling shall be of single story construction; provided, however, that split level or two story residences may be constructed on Lots where, in the opinion of the Architectural Committee, the terrain of such Lot lends itself to such construction;

(3) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Properties, all property lines shall be kept free and open one to another and no fences shall be permitted on any Lot or Lot lines except where, in the opinion of the Architectural Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be

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in keeping with the character of the area.

(4) The following minimum dimensions shall govern front, side and rear setbacks on all Lots other than Project Lots (except where variation therefrom is approved or required by the Architectural Committee):

(i) Thirty (30) feet from the front line of each Lot abutting the street, consistent with snow storage easements shown on the Map or Maps of the Properties;

(ii) Five (5) feet from each Lot side line;

(iii) Twenty (20) feet, or twenty-five percent (25%) of the depth of the Lot, whichever is greater from the rear line of each Lot.

(5) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

13. Restrictions On Use.

(a) No commercial enterprise (except as hereinafter provided), noxious or offensive trade or activity shall be carried on upon any Parcel except in areas designated on the Development Plan, nor shall anything be done thereon which may, in the opinion of the Association, be or become an annoyance or nuisance to the neighboring Owners or residents. For the purposes hereof, leasing or renting of the Parcels shall not constitute a commercial use or enterprise notwithstanding

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the provisions of hotel or resort type services in connection with such leasing or renting.

(b) No trucks or vehicles other than passenger or pickup or utility trucks with a capacity of one (1) ton or less shall be parked, stored, or in any manner kept or placed on any parcel or street within the Properties except in locations designated on the Development Plan. This restriction shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to any said properties.

(c) No well for the production of or from which there is produced water, oil or gas, shall be dug nor storage tanks or reservoirs, nor any installation of power, telephone or other utility line (wire, pipe or conduit) be made or operated anywhere on the Properties except water wells, and works operated by public agencies or duly certified public utility companies.

(d) No sign of any kind shall be displayed to the public view on or from any Parcel designated for residential use on the Development Plan, except:

(1) Signs as may be required by legal proceedings;

(2) Residential identification signs of a combined total area of one (1) square foot or less for each residence;

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(3) During the time of construction of any building or other improvement, job identification signs having a maximum face area of four (4) square feet per sign and of the type usually employed by contractors, sub-contractors and tradesmen;

(4) "For sale" signs of customary and reasonable dimensions as provided by the Association and no other shall be used;

(5) Signs permitted in paragraph 14 hereof.

(e) No animals, livestock or poultry of any kind shall be kept, raised, or bred on any Parcel other than dogs, cats or other household pets in such numbers as not to constitute a nuisance.

(f) No Owner shall do any work, construct any improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Parcels or Common Area as established in connection with the approval of the final subdivision and parcel maps applicable to the Properties by the County of Placer, except to the extent such alteration in drainage pattern is approved in writing by the Board, the County of Placer, and all other public authorities having jurisdiction.

(g) No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers and

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all such containers shall be maintained in good, clean condition. The containers shall be made of a material which does not emit noise during handling.

(h) No furniture, fixtures, appliances, or other goods and chattels not in active use, shall be stored in any building or open area or on any Lot in such manner that such material is visible from a neighboring Lot or Lots or from Common Area.

(i) No trailer, tent, shack or other outbuilding shall be kept upon any Lot or in any street within the Properties except in connection with work of construction diligently pursued. No house-trailers, campers, boats or boat trailers shall be kept upon any Lot or in any street within the Properties except in a location designated by the Association.

(j) Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable statutes, ordinances, administrative rulings or regulations pertaining to his Parcel.

(k) No laundry or wash shall be dried or hung outside any Building.

(l) No resident shall park any automobiles in any street or upon any Lot except within carports or designated parking areas. No work of automobile repair shall be performed anywhere within the Properties except in emergency cases.

(m) No exterior antennae shall be permitted without the prior approval of the Architectural Committee.

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No activity shall be conducted on any Lot which interferes with television or radio reception on any other Lot.

(n) No work shall be undertaken (other than routine maintenance and repair) which may result in changes in the exterior appearance of any Building or Parcel (including, but without limitation, erection of fences, hedges, shrubs or installation of paving, or other cement flatwork) without the prior written consent of the Architectural Committee; provided, however, that if no suit to enjoin or require removal of any addition or change made or installed without such consent is filed within ninety (90) days after completion thereof, then such consent shall be conclusively presumed given. Window hangings, draperies, awnings, and the backings for all draperies and curtains visible from neighboring properties shall be of a color approved by the Architectural Control Committee.

(o) There shall be no exterior fires, except barbeque and incinerator fires contained within facilities or receptacles and in improved areas designated for such purposes. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of fire prevention regulations.

(p) No exterior horn, whistle, bells, or other sound devices except security devices used

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exclusively to protect the security of commercial, Project, and private areas and improvements located thereon shall be placed or used on any Parcel, Project Lot or Common Area.

(q) No exterior lighting of any sort shall be installed or maintained on any residential building, the light source of which is visible from a neighboring Lot or Lots or Common Area.

(r) No motorcycle, motor bike, ski-mobile, golf cart or recreational vehicle powered by an internal combustion engine may be operated within the Properties except as authorized by the Association.

(s) There shall be no obstruction of the pedestrian walkways located upon any Lot for purposes of circulation of foot traffic or any interference with free use thereof except such obstruction as may be reasonably required in connection with repairs of such walkways. The Members, their tenants, licensees and guests are granted non-exclusive easements to use all of the pedestrian walkways within the Properties. Use of all the walkways shall be subject to regulation by rules adopted by the Association and furnished in writing to the Members. The Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of the pedestrian walkways contrary to the provisions hereof and shall have a right of entry for purposes of removing the same, and any costs incurred by the Association in connection with such abatement, injunction or

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corrective work shall be specially assessed to the Owner or Owners responsible therefor. Free use of the pedestrian walkways and free circulation of foot traffic are essential elements of the Development Plan and, in addition to all other remedies it may have at law and in equity, the County of Placer, may enjoin or abate by appropriate legal action any interference therewith or obstruction thereof.

14. Sales Models. Notwithstanding any provision to the contrary herein contained, Grantor, (or its designated successors) shall be allowed to use Parcels designated by it as sales and lease models, conducting therein through agents or employees sales activities usually associated with model units for a period of ten (10) years from the date hereof. In addition, Grantor (or its designated successors) may maintain for said period such signs as may be required to advertise Parcels for sale and to direct prospective purchasers and lessees to the sales models.

15. Architectural Committee.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any Lot, and the proposed location thereof on any Lot or Lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any Lot shall be subject to and shall require the approval in writing

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before any such work is commenced of the Architectural Committee, as the same is from time to time composed.

(b) Three (3) persons shall be appointed to act as an Architectural Committee and perform the functions set forth herein. So long as and during such period as Grantor is the Owner for the purposes hereof of ten percent (10%) or more of the Parcels within the Properties, Grantor shall have the sole right to appoint, replace and remove members of the Architectural Committee. Thereafter, appointments to the Architectural Committee shall be made by the Board and the appointees shall serve at the pleasure of the Board.

(c) The address of the Architectural Committee shall be at the address of the principal office of the Association. The current record of the names, qualifications and business addresses of the members of the Architectural Committee shall be kept there. The Architectural Committee shall meet at the convenience of the members thereof and as often as necessary to transact its business, acting on the concurrences of two (2) out of three (3) members thereof. Applicants for Architectural Committee action may, but need not be given an opportunity to be heard in support of their application.

(d) There shall be submitted to the Architectural Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no

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structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location of the Lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

(e) As a means of defraying its expenses, the Architectural Committee shall require a filing fee to accompany the submission of plans to it in an amount from time to time fixed by the Board. No additional fee shall be required for resubmission of plans revised in accordance with Architectural Committee recommendations.

The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. Plans, specifications and details not approved or disapproved or for which time is not extended within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and

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details with the approval, or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Architectural Committee for its permanent files.

(f) The Architectural Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of this Declaration; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Architectural Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the Properties, or the Owners thereof.

(g) Neither the Architectural Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(h) The Architectural Committee may adopt rules and regulations from time to time establishing design criteria not inconsistent herewith.

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16. Damage And Destruction Affecting The Common Area. If any portion of the Common Area is damaged or destroyed by fire or other casualty, then

(a) If:

(1) the insurance proceeds initially offered or paid by the insurer do not exceed the sum of Twenty Thousand Dollars (\$20,000); and

(2) the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Twenty Thousand Dollars (\$20,000).

the insurance proceeds shall be paid to the Association, to be held and disbursed as hereinafter provided. The Association shall thereupon contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original condition thereof. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Association shall levy a special assessment on all Members to make up any deficiency which shall be levied in the proportion provided for on Exhibit C.

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

(1) All insurance proceeds shall be paid to an insurance trustee designated by the Board to be held for the benefit of the Members as their respective interests shall appear;

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(2) The Board shall obtain firm bids (including a performance bond premium) from two or more responsible contractors to rebuild the Common Area substantially in accordance with its original condition. As soon as the Board has obtained bids, it shall call a special meeting of the Members to consider the bids. At such meeting, the Members may, by vote of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the total voting power entitled to vote thereat, elect to reject all of such bids. Failure thus to reject all such bids shall authorize the Board to accept the bid it considers most favorable;

(3) If all such original bids are rejected, the Board may prepare and present to the Members various alternative plans for repair and reconstruction. Before presenting any such plan to the Members, however, the Board shall obtain approval of the Architectural Committee and obtain firm bids (including a performance bond premium) from two or more responsible contractors to perform the work of repair or reconstruction in accordance with each such plan. Such bids shall be considered at a meeting of the Members subject to special assessment as soon as possible after they have been obtained. The Members may, by

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sixty-six and two-thirds percent (66-2/3%) vote elect to reject all of such bids, or by fifty percent (50%) vote elect to reject all such bids involving a total cost exceeding the amount of available insurance proceeds by more than Twenty Thousand Dollars (\$20,000). Failure thus to reject all of such bids shall authorize the Board to accept the bid it considers most favorable;

(4) If a bid is acceptable, the Board shall levy a special assessment against the Members in the proportion provided for in Exhibit C to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding, and such assessment and all insurance proceeds whether or not subject to liens of mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If any Member shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance funds. Upon payment, the Board shall let the contract to the successful bidder;

(5) If no such bid is accepted within eighteen (18) months after the date such damage or destruction occurs, then the Board shall use any insurance proceeds to demolish and remove all damaged or destroyed structures or improvements

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from the Common Area and level and landscape the sites thereof. In the event that all of the said insurance proceeds are not required to perform this work, the excess not so required shall be deposited in the maintenance fund. In the event the insurance proceeds are not sufficient to accomplish such demolition and removal and site finishing, then the Board shall levy a special assessment against the Members as provided in Exhibit C to make up the deficiency.

17. Damage To Or Destruction Of Buildings.

(a) In the event of damage or destruction by fire or other casualty affecting a Building, the Owner or Owners thereof shall, within six (6) months thereafter either

(1) diligently commence to rebuild the same in accordance with the terms hereof, or

(2) clear and level the Lot, removing all wreckage, debris and remains of the building or buildings therefrom and leaving the same in a level, clean condition.

(b) Upon reconstruction, the Building shall be rebuilt substantially in accordance with the original plans and specifications therefor; provided, however, that the exterior appearance thereof shall substantially resemble the appearance in form and color prior to such damage and destruction. Notwithstanding the foregoing, however, the Owner of

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such damaged Building may reconstruct or repair the same in accordance with new or changed plans and specifications with the prior written consent of the Architectural Committee.

18. Alterations, Additions And Improvements Of Common Area. There shall be no structural alterations, capital additions to, or capital improvements of the Common Area, requiring an expenditure in excess of One Thousand Dollars (\$1,000) without the prior approval of a majority of the Members holding Class A voting power pursuant to the terms hereof.

19. Enforcement By County Of Placer. The provisions hereof have been approved by the County of Placer as an integral part of the Development Plan for the benefit of said County and the property thereof affected or to be affected by the development of the Properties. The provisions hereof shall be enforceable at law and in equity by the County and, in the event that the Association fails or refuses to perform the obligations on its part to be performed hereunder, performance thereof may be enforced by the County by appropriate legal or equitable action.

20. Audit. Any Member may, at any reasonable time, and at his own expense cause an audit or inspection to be made of the books and records of the Association, and the Association shall furnish to each Member a copy of the audit of its books and records performed by a certified public accountant within ninety (90) days after the end of each calendar year.

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21. Amendment. The provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the majority of the Members of the Board certifying under penalty of perjury that the amendment set forth therein was duly adopted with the written consent of Members entitled to exercise sixty-six and two-thirds percent (66-2/3%) of each class of the total voting power of the Association, except where a greater percentage or different vote is required hereunder. Such amendment shall take effect sixty (60) days after approval by the County of Placer and recordation thereof in the Office of the Recorder of the County.

22. Attorney's Fee. In any action brought by the Association or the County to enforce the provisions hereof, whether legal or equitable, the Association or the County shall be entitled to a reasonable attorney's fee as fixed by Court if it is the prevailing part to the action.

23. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

24. Interpretation. The provisions hereof shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Properties. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

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25. Original Subdivision And Development Work.

Nothing herein contained shall be deemed to limit or restrict the right of Grantor, or its designated successors, their contractors, employees; materialmen or assigns from entering upon all or any portion of the Properties for the purpose of conducting therein and thereon such work of subdivision, improvement, construction and development as Grantor may deem necessary or desirable; provided, however, that all such work shall be performed in accordance with the Development Plan and without cost or expense to any Owner other than Grantor or Grantor's designated successor, except in such instances where another Owner or Owners have expressly contracted for the performance of said work.

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IN WITNESS WHEREOF, Grantor has executed this instrument this 3 day of November, 1971.

"GRANTOR"

TRIMONT LAND COMPANY

By R. C. Anderson

Its President

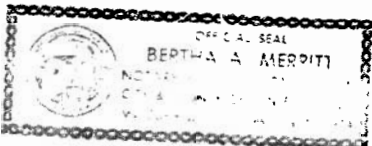
By Philip C. Smith

Its Secretary

35.

STATE OF CALIFORNIA.
City and County of San Francisco } ss.
On this 3rd day of November in the year one thousand nine hundred and seventy-one, before me, Bertha A. Merritt a Notary Public, State of California, duly commissioned and sworn, personally appeared R. C. Anderson and Philip C. Smith known to me to be the President and Secretary respectively, in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written



Bertha A. Merritt
Notary Public, State of California
Date: Nov 3 1971

CONSENT

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FIBREBOARD CORPORATION, a corporation, as owner of an interest in and to a portion of the real property described in Exhibits A and B attached hereto consents to the execution and recordation of the foregoing Declaration of Covenants and Restrictions.

FIBREBOARD CORPORATION

By Melvin L. Levine
Its President

By W. Hanson
Its Vice President & Treasurer



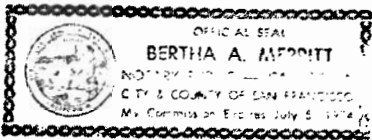
STATE OF CALIFORNIA,
City and County of San Francisco } ss.

On this 3rd day of November in the year one thousand nine hundred and seventy-one before me, Bertha A. Merritt,

Melvin L. Levine and V. H. Ericsson, a Notary Public, State of California, duly commissioned and sworn, personally appeared Melvin L. Levine and V. H. Ericsson, President and Vice President, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Bertha A. Merritt
Notary Public, State of California
My Commission Expires July 5, 1974



Notary's Form No. 28—(Acknowledgment Corporations)
(C. C. Secs. 1199—1198.1)