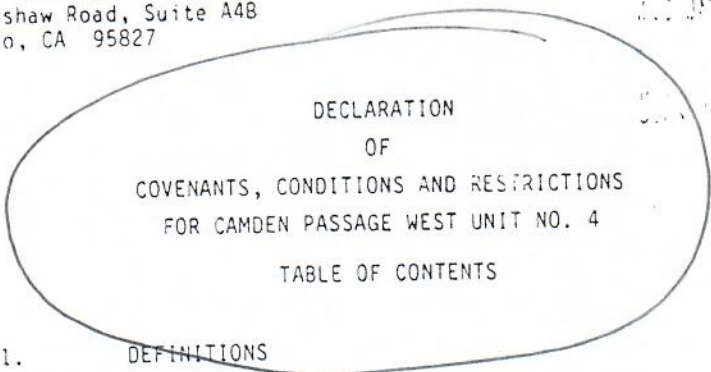


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When recorded mail to:

Underwood Development Company
3400 Bradshaw Road, Suite A4B
Sacramento, CA 95827

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CAMDEN PASSAGE WEST UNIT NO. 4
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CAMDEN PASSAGE WEST UNIT NO. 4

THIS DECLARATION is made on the date hereinafter set forth by UNDERWOOD DEVELOPMENT COMPANY, a California Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property in the County of Sacramento, State of California, which is described as follows:

Lots 1 thru 79, inclusive, as shown on map of "Camden Passage West Unit No. 4," according to the Official Plat thereof, filed in the office of the Recorder of Sacramento County, in Book 185 of Maps, Map No. 8.

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

ARTICLE 1. DEFINITIONS.

1.01. The "Committee" shall mean the Architectural Control Committee created pursuant to Article 2.31 hereof.

1.02. The "Declarant" shall mean and refer to UNDERWOOD DEVELOPMENT COMPANY, A California Corporation, its successors and assigns, if such successors or assigns should acquire more than four undeveloped lots from the declarant for the purpose of development and sale.

1.03. The "development" or the "property" or "properties" shall mean and refer to all that certain real property which is described above and such additions thereto.

1.04. A "lot" shall mean and refer to any of the separate plots of land shown upon any recorded subdivision map of the properties with the exception of the lettered lot.

1.05. A "mortgage" means a mortgage or deed of trust encumbering a lot or other portion of the development. A "mortgagee" and "mortgage holder" shall include the beneficiary under a deed of trust. An "institutional mortgagee" or "institutional holder" as a mortgagee that is a bank or savings and loan association, or established mortgage company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency, and that holds a first mortgage on any lot.

1.06. The "owner" shall mean and refer to the record owner, whether one or more person or entity, of a fee simple title to any lot which is part of the properties. If the lot is subject to a recorded Land Installment Sale Contract, "owner" shall mean and refer to the contract vendee. "Owner" shall not include those having any such interest merely as security for the performance of an obligation.

1.07. A "unit" or "dwelling unit" or "residence unit" shall mean and refer to the improvements constructed on an individual lot.

ARTICLE 2. USE RESTRICTIONS.

2.01. Residential Use. No lot, nor any portion thereof, shall be used for any purpose other than one single-family residence, except halfplex dwellings may be built on Lots 56 and 68. Except as otherwise provided in this declaration, with respect to declarant's development and sales activities, no part of the development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mining, drilling, or other such nonresidential purpose.

2.02. Halfplexes. Any halfplex built on a corner lot shall conform in appearance and architectural design to a single-family residence. Unless otherwise approved in writing by the Committee, the entries and garages for each unit of said halfplex shall face different streets.

2.03. Subdivision of Existing Lots. Except for corner lots where divided units may be separately sold under County of Sacramento and State of California requirements for halfplexes, no lot shall be further subdivided; provided, however, where the purpose is to develop larger single plots to accommodate larger residences on the newly developed plots, two or more lots may be combined and considered as one, or three or more lots may be combined and resubdivided so long as no resultant lot is smaller than any of the lots originally combined for the purpose of such resolution. Each newly created plot developed shall then be considered as one lot for the purpose of these restrictions, and as such shall be bound by all restrictions as set forth herein. No lots shall be divided in any other manner or for any other purpose.

2.04. Rental. The development is designed and intended as an owner-occupied, residential development and no owner shall rent, lease, or otherwise delegate the use and occupation of his lot except upon all the following terms and conditions:

A. No lot may be leased or rented for a period of less than thirty (30) days.

B. The rental shall apply to not less than the entire lot including its appurtenant rights.

C. Any rental shall be by a written agreement which shall provide that the tenancy is subject to the terms of this declaration, and that any failure of the tenant to comply with the terms of this declaration shall constitute a default under such agreement.

D. All owners renting or leasing their units shall promptly notify the Architectural Control Committee in writing of the names of all tenants and members of tenant's family occupying such unit and of the address and telephone number where such owner can be reached.

2.05. Offensive Activities; Nuisances. No noxious or offensive activity shall be carried on within the properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their property. Without limiting any of the foregoing, no owner shall permit noise, including but not limited to, the barking of dogs, and the excessive playing of music systems, to emanate from owner's lot, which would unreasonably disturb another member's quiet enjoyment of his lot.

2.06. Setback Lines. No building shall be erected on any lot in violation of applicable County setback requirements, and the location of each building, in addition, shall be subject to the prior written approval of the Committee.

2.07. New Construction. The improvements on each lot shall be new construction, and no house or any other building or improvement which has been moved from any other location either within or without the properties shall be placed or maintained on any lot. This section shall not be construed to prevent the use of natural used brick (as opposed to "processed used brick") or any other construction material that is deemed attractive and desirable by the general public and the Committee. Similarly, prefabricated housing shall be permitted so long as it otherwise complies with these restrictions and has been approved by the Committee.

2.08. Completion of Construction. Once construction has begun on any lot, work thereon must be pursued diligently and, subject to weather conditions, strikes and acts of God, shall be diligently prosecuted until the improvements being constructed are completed.

2.09. Reconstruction. The owner of any building damaged or destroyed by fire, explosions, or any other disaster shall repair, reconstruct or completely remove the building within six months from the time of the damage or destruction. All plans for repair or reconstruction shall be subject to review and approved by the Committee, the same as if they were for new construction. Repairs and reconstruction or removal shall be diligently prosecuted in accordance with Section 2.08.

2.10. Carports and Breezeways. All garage and storage areas shall be entirely enclosed with appropriate doors for access. However, with the prior written approval of the Committee, carports or breezeways may be utilized, provided that its use enhances the overall architectural design of the residence.

2.11. Roofs. All structures built shall have a tile or shake roof, of light, medium or heavy butt classification.

2.12. Exterior Treatment. All homes constructed on the lots shall be painted or stained with products and colors approved by the Committee.

2.14. Square Footage of Homes. All single-family residences must have a finished floor area, exclusive of porches, garages and overhangs, of 1800 square feet for a one-story building, 1800 square feet for split-level building, and 1800 square feet for a two-story building. In the case of a two-story building, not less than 1200 square feet shall be located on the ground floor. On corner lots which have been designated as halfplex lots, the halfplex dwellings must contain an overall minimum of at least 1600 square feet per dwelling unit, exclusive of the garage, porch, overhang, storage and access area.

2.15. Vehicles. No boats, trucks, automobiles or other vehicles or trailers may be stored in the open, within view from the streets within the properties, for more than 24 hours, nor may they be repaired except in an emergency within said 24-hour period on any of the streets within the properties.

2.16. Trash Burning. No device or area devoted to or used for the burning of trash, rubbish, papers, etc. shall be allowed.

2.17. Clothes Drying. No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property, except in a yard enclosed by a lattice fence, wall or any other enclosure approved by the Committee. Such enclosure shall be located so as not to be between the front or the side of any house or the projection of the line thereof and the adjacent street. In addition, no clothes, sheets, blankets or any article shall be hung to dry in a garage or storage area in which the garage door has been left open so as to create an unsightly view from the street.

2.18. Garage Doors. The homeowners shall use diligence in closing any garage doors that may face the streets. It is generally accepted that garages are unsightly and that a series of garage doors being left in an open position would destroy or tend to destroy the quiet enjoyment of the lots within the properties. All homes shall be equipped with automatic garage door openers.

2.19. Fertilizing Materials. No occupant or owner of any of the lots within the subject subdivision shall store or permit to be stored upon his property or adjoining properties any quantities of manure, composting materials and decaying vegetation matter in such quantities as to attract household pests or constitute an injury to the person or property of any other owner. Nor shall any such materials be stored in a manner so as to create obnoxious odors.

2.20. Care of Lots. No weeds, underbrush or any other unsightly growth shall be permitted to grow or remain on any lot in the properties. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. In the event of the owner of any lot in the subdivision failing or refusing to keep said lot free of weeds, underbrush or refuse piles, or other unsightly growth or objects, then the Committee or its successors and assigns shall have the right to enter upon the land and remove the same at the expense of the owner, who shall repay said Committee for said expense in full upon demand. Such entry shall not be deemed a trespass by said Committee or their duly authorized representative.

2.21. Fences. No fence, hedge or planted border which exceeds 3 feet in height shall be erected, maintained or be permitted on any lot or plot which is in front of the setback lines of the dwelling erected thereon, and such fence shall be of open design work unless otherwise approved by the Committee in writing. All regular rear and side yard fences shall be placed behind the front setback line or on the property line to the side and to the

rear. No fence erected on any portion of the lot shall exceed six feet in height. No building, fence, wall or other structure shall be erected, placed or maintained, nor shall it be altered upon any of said plots unless complete plans and specifications showing the nature, kind, shape, height, material and color scheme thereof, and plan indicating the locations thereof shall have first been submitted to and approved in writing by the Committee. Wing fences shall be constructed between the houses in conformance with prior obtained Committee approval within 30 days after occupancy, or if not occupied, 90 days after Notice of Completion, on each lot. The wing fences must run generally from the front corner of the house to the property line. The view from the street must be such that the rear yards will be completely screened by these wing fences. All fences must have a level top line or be stepped in conformance with the contour of the ground, or otherwise have architectural design approved by the Committee. They must be installed in a professional and workmanlike manner and must have at least one gate accessible to the street which is adjacent to the utility meters. In case of a corner lot, an end fence must be constructed in accordance with the Committee approval from the rear corner of the lot to the rear corner of the house adjacent to the street with the setback line prescribed. Wing fences shall be constructed of the same material used for siding on the house. In the event brick or stucco is the dominant siding, the Committee may approve another finish. Rear or side fences of Lots 64, 65, 66, 67, 69, 70, 71, 75 and 76 shall be of a uniform design as selected by the Committee. These fences will be constructed by the Declarant but shall be maintained by the lot owner and shall not be altered or painted a different color without approval by the Committee.

2.22. Mailboxes. All mailboxes shall be approved by the Committee as well as the County of Sacramento and the U.S. Postal Service. As cluster mailboxes may be required, easements for the same are hereby granted.

2.23. Signs. No sign of any kind shall be displayed to the public view on or from any lot without the approval of the architectural control committee. However, one sign of customary and reasonable dimensions advertising a lot for sale or for rent may be placed within each lot. In addition, during the period of Declarant's sales program, the

Declarant may use signs which Declarant deems necessary and appropriate to advertise the development and which comply with local planning regulations and/or review requirements.

2.24 Antenna, External Fixtures, etc. No television or radio poles, antenna, flag poles, clotheslines, basketball standards, or other external fixtures other than those approved by the architectural control committee, and any replacements shall be constructed, erected or maintained on the exterior or any structure. All types of refrigerating, cooling, heating and water filtering or any other similar equipment must be concealed from public view and shall not be installed on any roof. The architectural committee may approve certain types of solar water heaters if they are constructed as an integral part of the roof. The use of solar water heaters will be strictly monitored.

2.25. Animals. No animals, reptiles, rodents, live stock or poultry shall be raised, bred or kept for commercial purposes in any lot or elsewhere within the development, except owners may keep no more than two dogs, cats or other household pets provided they are not kept, bred or maintained for any commercial purposes. The committee can prohibit maintenance of any animal which, in the sole and exclusive opinion of the committee, constitutes a nuisance or health hazard to any other owner. Each person bringing or keeping a pet on the development shall be absolutely and strictly liable to other owners, their family members, guests, invitees, tenants, and contract purchasers, and their respective family members, guests, and invitees, for any injury to persons or damage to property caused by any pet brought on or kept on the development by such person or by members of his family, his guests or invitees.

2.26. Trash. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be kept where they are visible from any neighboring lot, except as may reasonably be necessary in connection with the collection thereof by the garbage collector. No portion of any lot shall be used for the storage of building materials or other materials in connection with approved construction. So long as the County will service 90 gallon wheeled garbage cans, only such cans shall be used, and all grass and materials that might otherwise be picked up from the street shall be placed in such cans together with garbage and trash.

2.27. Exterior Alterations; Additional Structures. No owner shall make or permit to be made, at his expense or otherwise, any

alterations or modifications to the exterior of the buildings, fences, railings, or walls situated within the development, without the prior written consent of the architectural control committee. No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

2.28. Compliance with Laws, etc. Nothing shall be done or kept in any lot or dwelling unit that might increase the rate of, or cause the cancellation of insurance of adjoining properties, or any portion of the development, without the prior written consent of the committee. No owner shall permit anything to be done or kept in his lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

2.29. Interference with Access. No one shall interfere with or otherwise restrict the free right of passage of the owners, their agents, servants, tenants, guests and employees over driveways or passages leading to their respective garages.

2.30. Owners Landscaping. Within 30 days after occupancy, or if not occupied, 90 days after Notice of Completion, subject to weather conditions, all residences on all lots within the properties shall be landscaped and rear and side yards fenced in all areas visible from the street. Said landscaping shall be installed and maintained thereafter as well or better than the average residence in the overall subdivision. No owner shall landscape his front yard until the owner shall have submitted conceptual landscaping plans to the committee and received such committee's approval. Such plans shall be submitted with the plans and specifications for the dwelling structure. No owner shall alter the grade of the land within his lot without the prior written approval of the committee.

2.31. Architectural Control. The purpose of this declaration is to preserve the inherent natural beauty of the area while fostering development therein which is harmonious and aesthetically pleasing. Achievement of those aesthetic goals is the function of the architectural control committee, more fully described in Section 2.34, through the enforcement of the provisions of this declaration, the review of plans and specifications submitted for approval, and by inspection of actual construction and progress to insure conformity with the plans and specifications approved. Declarant does not intend to prevent individual owners from building

structures of their own choice, but rather to protect the owners as a whole, and each individual owner, from undesirable construction.

2.32. Submittal. All submittals to the committee shall be professionally prepared by an architect, building designer, landscape architect or similarly qualified person. The plans submitted must be complete and accurately display the proposed construction. The committee, may, without prejudice, reject any plan which it determines to be incomplete or difficult to evaluate.

2.33. Approval Required. No building, fence, awning, wall or structure of any type shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made, and no plans shall be submitted to the County for approval, until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to the entire development by the committee. The submittal shall also include conceptual front landscaping plans. The owner shall also submit samples of such materials upon a written request therefore by the committee. Approval or disapproval shall be by a majority of the committee. If the committee fails to approve or disapprove such proposed design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

The request for approval and relevant materials shall be deemed submitted as of the date when they are personally delivered or mailed to the committee with postage fully prepaid. The address of the initial committee referred to below is:

Underwood Development Company
3400 Bradshaw Road, Suite A48
Sacramento, CA 95827

2.34. Committee. The committee shall have a minimum of three (3) members, and a maximum of five (5) members. The initial members of the committee appointed by the Declarant shall be: GLEN UNDERWOOD, BRIAN UNDERWOOD, AND JOHN MORAIS.

Following the first anniversary of the issuance of the Public Report pertaining to the development, Declarant shall appoint two (2) additional members to the committee. The additional two members shall be lot owners

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tain the development. In the event no lot owners wish to participate, the Declarant shall maintain a committee of three (3).

2.35. Enforcement.

A. The architectural control committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it does not conform to the plans and specification submitted to the committee. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work.

B. The failure of any owner to comply with any provision of this declaration shall give rise to a cause of action by the committee or any aggrieved owner for the recovery of damages or for injunctive relief, or both.

C. If any legal proceeding is initiated to enforce the provisions of this declaration, the prevailing party shall be entitled to collect costs and reasonable attorneys fees.

ARTICLE 3. PROTECTION OF MORTGAGES.

3.01. Mortgage Permitted. Any owner may encumber his lot with a mortgage.

3.02. Priority of Mortgages. No breach of the covenants, conditions and restrictions contained in this declaration, nor the enforcement of any provision herein, shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. All of said covenants, conditions and restrictions shall be binding upon and effective against the title to any property acquired through foreclosure or sale of any mortgage or deed of trust and shall be held subject to all of the provisions hereof.

3.03. Curing Defaults. A mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall be obligated to cure any breach of the provisions of this declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the committee, made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all mortgagees.

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3.03. Curing Defaults. A mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the committee, made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all mortgagees.

3.04. Resale. It is intended that any loan to facilitate the resale of any lot after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and is entitled to all of the rights and protections afforded to other mortgagees.

ARTICLE 4 LIMITATION OF RESTRICTIONS ON DECLARANT.

4.01. Completion and Sale of Development. Declarant is undertaking the work of construction residential lots and incidental improvements upon the property. The completion of that work and the sale or other disposal of the lots is essential to the establishment and welfare of the property. In order that such work may be completed as rapidly as possible, nothing in this declaration shall be understood and construed to:

A. Prevent Declarant, its contractors or subcontractors from doing on the properties or any part thereof, whatever is reasonably necessary or advisable in connection with the completion of such work; or

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on any parts of the properties, such structures as may be reasonable necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the properties in lots by sale, lease or otherwise; or

C. Prevent Declarant from conducting on any part of the properties its business of completing said work and of establishing said properties as residential development and of disposing of the properties in lots by sale, lease or otherwise; or

D. Prevent Declarant from maintaining such sign or signs on any of the properties owned by declarant as may be necessary for the sale, lease or disposition thereof.

The exemption granted by this section shall automatically expire upon the conveyance to an owner of the last lot in the development owned by Declarant or five (5) years following the original issuance by the California Department of Real Estate of a Public Report for the development, whichever occurs first.

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4.02. Creation of Easements. Declarant shall have the right at any time prior to acquisition of title by a grantee to establish additional easements, and rights of way to itself, its successors and assigns in any conveyance of the property or any portion thereof. Declarant or the organization for whose benefit easements, and rights of way have been established shall have the right at any time to cut and remove trees or branches or any other unauthorized object from such easements, and rights of way a may be necessary to develop this subdivision for residential purposes.

ARTICLE 5. MISCELLANEOUS PROVISIONS.

5.01. Enforcement. The Declarant, as long as declarant owns a lot in the subdivision, or any owner, shall also have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this declaration. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The committee shall have the authority to order the abatement or removal of any construction, alteration or other matter for which approval of the architectural control committee is required, if the same has not been approved by the committee or does not conform to the plans submitted. No work for which architectural approval is required shall be deemed approved simply because it has been completed without a complaint, notice of violation, or injunction. In the event of any legal proceedings to enforce any provision of this declaration, the prevailing party shall be entitled to reasonable attorney's fees as well as the costs of such proceeding.

5.02. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.03. Term: The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded or revoked by the written consent of 51% of the then record owners of lots covered by this Declaration. Such rescission shall become effective upon recordation in the office of the Sacramento County Recorder.

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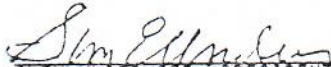
5.04. Amendment: This Declaration maybe amended by the written consent of 51% of the then record owners of lots covered by this Declaration. Such amendment shall become effective upon recordation in the office of the Sacramento County Recorder.

ARTICLE 6. TERMINATION OF ANY RESPONSIBILITY OF DECLARANT

In the event declarant shall convey all of its rights, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the declarant. This article shall not terminate any responsibility of declarant for acts or omissions occurring prior to the conveyance to such partnership, individual or individuals, corporation or corporations. However, this shall not limit declarant's right to enter into a contract or agreement dealing with such acts or omissions providing the contract or agreement is enforced by declarant, if necessary.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set his hand and seal this 30th day of December, 1988.

UNDERWOOD DEVELOPMENT COMPANY,
A California Corporation


GLEN UNDERWOOD, PRESIDENT

STATE OF CALIFORNIA)
County of Sacramento) ss

(Acknowledgement)

On this 30th day of December in the year 19 88, before me, Rhonda MacNeil
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally
appeared Glen E. Underwood

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)

INDIVIDUAL)

Whose name is subscribed to this instrument and acknowledged that he (she or they) executed it

CORPORATION)

Who executed the within instrument as _____, president and _____ ~~secretary~~ on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its articles and by-laws and a resolution of its Board of Directors

PARTNERSHIP)

That _____ executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in and for said County and State the day and year first above written

Rhonda MacNeil
Notary Public in and for said County and State of California
My commission expires _____

Fidelity National Title
INSURANCE COMPANY

