

1984

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OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

1984 MAY 21 PM 12:31

Jaye Russell
COUNTY CLERK-RECORDER

When Recorded Return To:
Chicago Title Insurance Co.
9856 Business Park Drive
Sacramento, CA 95827

Attention: Dana Gilpin

Declaration of Covenants, Conditions and
Restrictions "River Oaks Ranch Unit No. 3"

FEE
\$23.00
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This declaration made this 10th day of April 1984, by Winnie Leung,
herein called "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the owner of Lots 1 through 47, inclusive, as said lots
are laid out and delineated on that certain map entitled "River Oaks Ranch Unit No. 3",
which said map was recorded in the office of the Recorder of Sacramento County, in Book
157 of Maps, Map No. 12.

WHEREAS, Declarant is about to offer said lots for sale and desires to create,
establish and impose certain mutual, beneficial restrictions, covenants, conditions,
limitations, and agreements on and against said lots and each of them, and the purchasers
and subsequent owners thereof pursuant to and in furtherance of a general plan or scheme
for the improvement, development, subdivision and sale of said lots to enhance their
value and desirability and attractiveness and to subserve and promote the sale thereof;

NOW THEREFORE, Declarant hereby declares that said lots and each of them are held
and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied,
improved and held upon the subject to the limitations, restrictions, covenants,
conditions and agreements, set forth herein below, all of which are declared and agreed
in furtherance of a plan for the subdivision, improvement, and sale of the above
described lots, and are established and agreed upon for the purpose of enhancing and
protecting the value, desirability, and attractiveness of said lots and each of them.
All of the limitations, restrictions, covenants, conditions and agreements shall run
with the land and shall be binding on the several purchasers and subsequent owners
thereof, and each of their heirs, personal representatives, successors and assigns, and
on all parties having or acquiring any right, title, or interest in the above described
lots, or any of them and shall be enforceable by the Declarant or by any lot owner.

Each grantee of Declarant, by acceptance of a deed conveying any of said lots
shall accept title to such property upon and subject to each and all of the restrictions,
covenants, conditions and agreements herein contained and the jurisdiction, rights, and
powers of Declarant; and for himself, his heirs personal representatives, successors and

assigns, shall covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of said other lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements and each thereof.

Section 1:

FURTHER SUBDIVISION; HEIGHT RESTRICTIONS

None of said lots 1 through 47, inclusive shall be further subdivided except upon approval of Declarant which shall be granted only in the particular case where a lot is to be divided equally, or nearly equally, between the two immediate adjacent owners for the purpose of developing their single lot into one and one-half lots to accommodate a single residence on the newly developed lot. No lot shall be divided or subdivided in any other manner or for any other purpose whatsoever. The newly created lot so developed from one and one-half lots shall then be considered as one lot for the purpose of restrictions, limitations, conditions, covenants and agreements herein contained and shall be subject to each thereof. Any lot splits are subject to proper approval through all the proper and necessary Governmental agencies.

No buildings other than one single family dwelling and appropriate outbuildings, including garages, servant quarters, and one guest house for private use by social guests, only, shall be erected or placed on any lot 1 through 47, nor shall any building erected or placed on any of said lots be used for any purpose other than a single family dwelling house or appurtenant outbuilding. Except for lots 7, 14, 15, 22, 23, 34 and 35, which may be used for Duplex lots. No rooming house or room and boarding establishment shall be maintained from any principal residence. Only servants or servant quarters shall be permitted as generally accepted in the normal family functions. Guests whose principal residence is elsewhere shall be permitted from time to time as normally accepted. No trade or craft or commercial or manufacturing or retail trade (including garage sales and/or rummage sales) activity of any kind or character whatsoever shall be conducted or carried on upon any of said lots or in any buildings thereon.

Section 2:

ARCHITECTURAL CONTROL

No building, dwelling, swimming pool, wall, fence, coping, or other structure or improvement of any kind or character whatsoever, shall be erected, constructed, placed upon, moved to, altered or remodeled, until the construction plans and specifications and plot plan showing the location of such structure or improvement have been approved in writing as to quality of workmanship and materials, compliance with the provisions of this declaration, harmony of external design and color schemes with existing or contemplated structures, and location with respect to topography and finished grade

elevation, by an Architectural Control Committee, to be appointed by Declarant, and to which Architectural Control Committee, Declarant hereby delegates all of Declarant's rights, interest and powers of enforcement otherwise exercisable by Declarant with respect to Sections 2., through Section 10., inclusive, hereof.

Declarant hereby appoints DIANE TELLESEN, JOHN MACHADO, MICHAEL LYONS to act as the above mentioned Architectural Control Committee, reserving however to Declarant, the right, exercisable at any time during which Declarant owns any lots in River Oaks Ranch Unit No. 3, to appoint additional or replacement members of such committee; provided, further, at such time as Declarant owns no lots in River Oaks Ranch Unit No. 3, Declarant will delegate and transfer all of Declarant's rights, interest and powers of enforcement otherwise exercisable by Declarant with respect to Sections 2., through 10., inclusive, hereof, to an Architectural Control Committee to be selected by majority vote of the then record owners of lots in River Oaks Ranch Unit No. 3.

Section 3:

PRESENTATION OF PLANS

Presentation of a proposal for the approval of the Architectural Control Committee by any person or entity desiring to erect, construct, move to, alter, remodel or change the outside color scheme of any building, swimming pool, wall, fence, coping, or other structure upon any of the lots hereinabove described, shall be made in the following manner:

a. The person or entity desiring such approval hereinafter referenced to as "Applicant" shall submit three (3) complete sets of plans, including construction drawings, complete specifications, plot plan, floor plan, all exterior elevations, exterior color scheme, landscaping plans, and screening and fencing plans to an architect designated by the Architectural Control Committee for review. Any fees imposed by said architect shall be paid by the applicant directly to the architect. The architect will retain one (1) set of the plans for his file and forward two (2) sets to the Architectural Control Committee, with the architect's suggestions for changes, if any, and with recommendation of approval or disapproval. Within thirty (30) days after submission of said plans to the architect, the Architectural Control Committee will return one (1) set of plans to the applicant, with either written notice of approval or disapproval or with written suggestion of changes required for approval. If no written notice of approval or disapproval is received by the applicant within thirty (30) days after such submission or resubmission to the architect, the plans shall be deemed to have been approved by the Architectural Control Committee.

The applicant shall pay all fees imposed by the architect in connection with the architectural review.

b. Should unforeseen circumstances require changes in the exterior of the structure after receipt by applicant of the approval of plans by the Architectural Control Committee, prior to commencing construction embodying such changes, application for approval of such changes must be made in accordance with the provisions of subparagraph (a) of this Section 3.

c. Should an A.I.A. Architect designated by the Architectural Control Committee cease to act, for any reason, as reviewing architect as contemplated hereinabove, declarant, or the nominee or successor shall have all powers herein granted to, and be subject to all duties herein imposed upon said A.I.A. Architect. The appointment of such successor shall be evidenced by a written instrument, executed and acknowledged by declarant or declarant's nominee or successor in interest, and recorded in the office of the County Recorder of Sacramento County, California.

d. No member of the Architectural Control Committee, nor any agent, successor or nominee of any of them, shall be responsible in any way for any defects in any plans or specification submitted, reviewed, or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to any of such specifications.

e. From and after the erection, construction, alteration, or remodeling of any building, swimming pool, wall, fence, coping, structure or work of improvement on any of the lots above described, the same shall not be moved or removed without the written approval of the Architectural Control Committee, obtained in accordance with the provisions hereinabove contained.

f. There shall be no fees paid directly to the Architectural Control Committee for any labor involved in reviewing or supervising any of their before mentioned duties.

Section 4:

MINIMUM SIZE

Every principal residence constructed on any lot 1 through 47, inclusive, shall not have less than 1900 square feet single family and 2400 square feet for duplex of fully enclosed floor area devoted to residential purposes (exclusive of roofed porches, terraces, garages and other outbuildings) and combined cost of construction of each such home and the garage constructed concurrently therewith, shall not be less than \$85,500. single family and \$108,000. for duplex, exclusive of the cost of lot, bonds, landscaping and furnishings. Such costs to be based on the 1984 level of costs of construction, it being the intention and purpose of this covenant to insure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date hereof at the minimum cost stated herein for the minimum dwelling size permitted for lots 1 through 47.

Section 5:

DESIGN FEATURES

Every principal residence constructed on any of the lots above described shall have a minimum roof overhang of three (3) feet, unless deviation for a specific design feature is approved by the Architectural Control Committee. In designing and constructing each of such principal residences, so far as possible, all roof vents shall be run to the rear of the roof ridge. All visible roofing on any residence shall be uniform in design and material. No principal residences will be constructed on any of the lots above described of the types commonly referred to as "package homes", "tract homes", or "look alike homes", nor will construction of principal residences be permitted which constitute "duplication" of an existing principal residence or which are markedly similar to an existing principal residence. Nevertheless, all plans for proposed principal residences should be harmonious in design and "atmosphere" with existing residences.

Section 6:

SET-BACK REQUIREMENTS

Except as the Architectural Control Committee may require greater set-back in particular lots, all principal residences constructed on any of the lots above described shall be constructed with a minimum set-back of twenty-five (25) feet from the front property line. Corner lots are to have a fifteen (15) foot side street set-back line. No dwelling (including garage or other structure physically a part of such dwelling) shall be erected on any lot nearer than five (5) feet from the side boundary thereof.

Section 7:

SCREENING & FENCING, LANDSCAPING, SPRINKLERS

a. Screening & Fencing: All screening and fencing must be approved and must be designed to conform to the design of the proposed or existing principal residence; such screening must be architecturally designed and in its construction wood, rock, brick or wrought iron or a combination thereof shall be employed.

All screening and fencing must be maintained in a good sound structural manner, painted periodically so it doesn't appear shabby or unkept.

Screening and fencing must be so designed as to face its most attractive side toward the street and toward any neighboring vacant lots. All screening must complement adjacent residences, stained or painted to blend. The screening must be of a quality design, construction, and materials to complement the existing adjacent structures. Screening or fencing of double sided construction, with cap board and base board to guarantee a lasting appearance is desired.

b. Landscaping: Concurrently with the construction of residence by "Speculative builders" on any of the above described lots, the lot shall be completely landscaped and sprinklers, screening and fencing will be installed and constructed.

Section 8:

ANTENNAS

Neither radio nor television antennas shall extend higher than ten (10) feet above the ridge line of the principal residence. Operation of "ham" radio transmitters or other electronic devices which interfere with television or radio reception will not be permitted.

Section 9:

GAS AND ELECTRIC METERS

Gas and electric meters installed by Pacific Gas and Electric Company, or others, shall be built into the wall of the principal residence in such a manner as not to be visible from any side of the principal residence.

Any solar heating devices, panels, pipes and miscellaneous parts will be treated as a utility and must be properly screened.

Section 10:

GARAGES AND SERVICE AREAS

a. Garages: Interior walls of garages are to be completely finished in sheetrock, plaster, stucco, wood or with the material employed on the exterior surface of the garage.

Garages shall have doors for pedestrian use at or near the front and rear of the garage to provide access to the front and rear yard, to eliminate use of the automobile garage doors as walkways. Automobile garage doors must remain closed when not in use, and must be equipped with automatic door openers.

The unattractive side of the garage areas shall be screened by custom designed screening or fencing that shall complement the existing structure, double sided or with the attractive finished side facing the visible areas.

b. Service Areas: All service areas shall be screened with custom designed fencing or screening that will complement the residence, double sided, or the attractive finished side facing the visible areas.

Section 11:

EXTERIOR LIGHTING

It is recommended for the safety of all residents and their guests that each residence be provided with at least two exterior lights adjacent to or near the street, which are turned on automatically at dark by a mechanical device.

Section 12:VEHICLES AND BOATS

No house trailers, campers or other vehicles containing living quarters will be parked or stored either on any of the lots above described nor on the street in front of any such lots for more than overnight while being loaded or unloaded, except that such vehicles may be stored or parked in a garage with the garage doors closed. No boats, trailers, commercial vehicles (other than standard pickup trucks without signs) may be left in front of a principal residence, on the street adjacent to any of the above described lots, or on any of the above described lots unless stored or parked in the garage with the doors closed.

The operation of motorcycles, motor scooters, automobiles and other vehicles which create excessive noise to the annoyance of the residents is prohibited and continued violations will be reported to the local law enforcement agencies.

Section 13:LOT MAINTENANCE

Vacant lots are to be kept clean and free from debris, litter, trash, empty containers and the like and shall be cultivated or mowed at least twice in each calendar year to keep them free from weeds and to maintain them in a sightly condition.

Should any purchaser fail to comply with this covenant, declarant, its agents and employees, may at its option and without being required to do so, perform such maintenance work, in which event it shall be reimbursed by the buyer. Purchase of any of the above described lots shall constitute agreement and consent by the purchaser to the entry upon and the accomplishment on said lot or lots of the above described cleaning, cultivation and maintenance by the Declarant or by representatives of the Architectural Control Committee, should any expense incurred in connection with such cleaning, cultivating and maintenance be unpaid by lot purchaser, said purchaser shall be in violation of these covenants, conditions and restrictions and shall be enforceable in the manner provided for in Section 27.

Every improved lot including the improvements thereon, shall be kept at all times in a clean, neat, sightly and wholesome condition. No trash, debris, litter, empty containers or the like shall be allowed or permitted to accumulate on or by any lots, and no machinery, implements, building material or articles of similar nature shall be allowed to remain on any lot exposed to general view from the street or surrounding premises. If any lot owner shall fail to comply with the provisions of this Section 13 within twenty (20) days after declarant or any person entitled to enforce these restrictions shall notify him in writing of such failure and request that it be corrected, then the declarant or other person giving such notice may, in addition to other remedies he may

have, go upon the lot where such failure of compliance has occurred and perform such acts as may be necessary to correct such failure shall constitute a charge against the owner of the lot where such failure occurred, enforceable by Court proceedings as set forth in Section 27.

All builders are to maintain their construction sites in a neat and orderly fashion, and shall clean up and remove all debris at the end of each day's construction. The owner and general contractor shall be responsible for the maintenance of such neatness and removal of debris by sub-contractors employed on the construction site. Transitmix concrete trucks shall not be permitted to dump excess concrete mix on any of the above described lots.

Section 14:

LANDSCAPING

Landscaping must be completed within sixty (60) days after completion of principal residence and must be thereafter maintained in a neat and orderly manner, all lawns are to be kept green and cut weekly. Shrubberies must be maintained, kept free of weeds and trimmed periodically. All dead plants, shrubs and trees are to be removed immediately. Each yard principal open areas are to be maintained in lawn, cut and trimmed weekly or ivy trimmed quarterly or other ground cover satisfactory to the Architectural Control Committee.

Upon written complaint, the Architectural Control Committee shall review said yard to determine the nature of said complaint and make a determination as to what should be done to make the yard comply with the restrictions.

All yards, front, side and rear, must be kept in a neat and orderly fashion, free of debris, overgrown areas, dead trees and shrubs, all lawns are to be maintained, trimmed, mowed weekly, fertilized each quarter and are to be free from fungus, lawn moths; in general to have a healthy appearance.

No area of the yard shall be permitted to become shabby, overgrown or poorly maintained.

Section 15:

SIGNS

No signs shall be installed, erected, placed or maintained on any of the above described lots, except in accordance with the following:

- a. Special display signs not to exceed one hundred (100) square feet in area, designating new units, special promotions and special model homes may be installed for a period not exceeding one hundred eighty (180) days, upon approval in writing by declarant. Upon the expiration of such one hundred eighty (180) day period, if such approval for an additional period is not obtained, the sign shall be removed:

b. On weekends an "open house" sign, professionally designed and not exceeding 24" X 36" may be erected on any of such lots provided the residence to which the sign appertains is also located on such lot;

c. On weekdays, a professionally designed "open house" sign, not exceeding 24" X 36", may be erected on any of such lots provided that the residence to which the sign appertains is staffed by a licensed sales agent and provided that the sign is erected on the lot to which it appertains.

d. Normal "For Sale" signs, not exceeding 18" X 24" may be erected. For sale signs are limited to one per residence. During the original offering of lots for sale, declarant or its agent may number each lot and place thereon a "For Sale" or "Sold" sign not to exceed 12" X 18" in size;

e. A general contractor's sign, not exceeding 18" X 24" containing only the name, phone number and address of the building firm may be erected and maintained during construction, provided such sign does not indicate the residence is offered for sale and further provided, such sign does not contain any "slogans" or company mottos;

f. A sub-contractor's sign, not exceeding 18" X 24", containing only the name, phone number and address of the sub-contractor may be erected and maintained only during the period that the sub-contractor is doing work on the construction site;

g. No political or other commercial signs will be permitted.

Section 16:

MAINTENANCE AND REPAINTING

Each principal residence, its garage, screening and fencing shall be kept in good repair, painted periodically, maintained in a neat and well kept manner.

No repainting of the exterior of a structure constructed on any of the lots above described shall be commenced or undertaken until approval of the Architectural Control Committee, as to compatibility with the surrounding structures, is obtained in accordance with the procedure set forth in Section 3, herein above.

Section 17:

ROOF COOLERS OR HEATERS

No roof coolers or heaters will be permitted unless completely screened and approved in writing on an individual basis by the Architectural Control Committee. This type of unit is not recommended and in most every case will be rejected. Ground units, well screened from view, have been most acceptable.

Section 18:VARIANCES AND ADJUSTMENTS

Declarant may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations herein contained, provided this may be done in conformity to the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

In the event there shall be governmental regulations which conflict with or prevent works of construction or improvement in the manner required by the within regulations these circumstances shall be deemed to constitute practical difficulties justifying allowance of variances and adjustments of said regulations in order to prevent unnecessary hardship provided however, in every instance that the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

Section 19:SEWAGE DISPOSAL

No building or structure shall be constructed with plumbing fixtures, dishwashers, toilets or sewage disposal systems unless said plumbing fixtures, toilets and sewage disposal systems are connected to an established sewage system, or, if permitted by law and applicable public regulations and approved by the declarant, to a septic tank or cesspool.

Section 20:CONSTRUCTION TIME

When constructions of any improvement has been commenced on any of said lots, all work thereon must be performed in a good and workmanlike manner, and prosecuted diligently to completion within a reasonable time. Any building erected upon any of said lots shall be deemed to have been constructed in full compliance with the restrictions, covenants and conditions herein contained, unless notice by declarant of non-compliance therewith has been recorded in the office of the County Recorder of said County of Sacramento within sixty (60) days after completion of construction. No building shall be occupied during new construction, only after notice of completion is recorded, nor until made to conform with all requirements herein set forth.

If work on any building under construction shall stop for a continuing period of 120 days, and such interruption is not caused by circumstances beyond the reasonable control of the owner of the lot on which said building under construction is located, or other person causing said construction work to be done, the declarant or any other person

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entitled to enforce these restrictions may notify said owner in writing of the existence of such interruption of work and request that said work proceed forthwith, and if within 20 days after the giving of said notice such work shall not have been resumed and shall not thereafter be continued with due diligence the declarant or other person giving such notice shall have the right to enter upon said lot and remove said incompleated building or complete the construction thereof, and the costs and expenses incurred in connection with such removal or completion shall be the responsibility of the lot purchaser and if said expense goes unpaid, shall constitute a violation of the covenants, conditions and restrictions and shall be redeemable by enforcement as setforth in Section 27 of the Covenants, Conditions and Restrictions. Financial inability to complete construction shall not be a cause of delay excusing the performance of construction work hereunder.

Section 21:

TRASH CONTAINERS

Trash must be placed and kept in covered containers and removed regularly and frequently from the premises and may not be burned or buried on any lot. No open fires shall be permitted on any lot.

Section 22:

MISCELLANEOUS STRUCTURES

Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved placed thereon from elsewhere, except with express consent of declarant or the Architectural Control Committee. No derrick or other structure designed for use in boring for oil, or natural gas shall be erected, placed or permitted upon any of the above described lots. Oil or natural gas can be extracted by off site well systems.

Notwithstanding anything to the contrary contained herein, builders may, during the course of construction of any building on any of said lots, maintain a normal "builders shed", but the same must be maintained in a neat and sightly manner and must be removed promptly upon completion of construction.

No elevated tanks of any kind shall be erected, placed or permitted on any of the lots above described. Any tanks for use in connection with a residence on any of said lots, including tanks for the storage of gas and oil, must be below ground or fully enclosed in a building. All mailboxes are to be custom designed in keeping with the surroundings and in each particular case, with the design of the owner's residence.

All clothes lines, service yards, woodpiles, and storage piles shall be walled in or kept screened by adequate planting in such manner as to conceal them from view from neighboring lots and roads.

Children's tree houses or other play structures shall be so constructed and situated as not to be visible from neighboring lots or the street unless written consent from the Architectural Control Committee is first obtained.

Section 23:

ANIMALS

No horses, cattle, hogs, sheep, goats, poultry, rabbits or livestock of any description, may be kept or permitted on the property, with the exception of dogs, cats or other animals which are bona fide household pets and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other property nearby. No commercial raising, breeding, training, or dealing in dogs, cats or any other animals shall be permitted on or from any lot.

Bona fide household pets must be maintained and controlled so as not to constitute a nuisance. Animals which are allowed to roam unattended and cause annoyance to any resident will be reported once to the owner thereof. If subsequent complaints are received concerning the same animal, the matter will be referred to the Sacramento City Animal Control Agency for appropriate action.

Section 24:

SEVERABILITY OF PROVISIONS

Invalidation of any one or more of these covenants, conditions, restrictions, agreements or limitations by judgment or court order of any court of competent jurisdiction shall in nowise affect any of the other provisions, which shall remain in full force and effect.

Section 25:

MORTGAGES AND DEEDS OF TRUST

All restrictions, covenants, conditions, agreements and other provisions herein contained are and shall continue to be subject and subordinate to any and all mortgages or Deeds of Trust hereafter executed in good faith and for value, and covering any of said lots, and none of said restrictions, covenants, conditions agreements or other provisions shall in any way reduce the security, impair the priority or affect the validity of any such mortgage, or deed of trust; but if any of said lots are sold under a foreclosure of any such mortgage or under the provisions of any such Deed of Trust, any purchaser or purchasers at any such sale, his or their successors and assigns, shall hold such property

subject to all of the restrictions, covenants, conditions, agreements and other provisions of this declaration.

Section 26:

DURATION OF RESTRICTIONS

All of the restrictions, covenants, conditions, agreements and limitations contained shall continue and remain in full force and effect as to said lots and each of the owners thereof until January 1, 2024, provided, however, that by written agreement executed by the then record owners of not less than two-thirds (2/3) in area of the lots subject to the provisions of this Declaration and recorded in the office of the County Recorder of the City of Sacramento, California, said restrictions, covenants, conditions, agreements and limitations, or any part thereof, may at any time be changed, modified and annulled; provided further, however, should no such written agreement be executed and recorded which changes or annuls the provisions hereof, from and after January 1, 2024, the restrictions, covenants, conditions, agreements and limitations herein contained shall be automatically extended for successive periods of forty (40) years.

Section 27:

ENFORCEMENT

A violation of any of the provisions, conditions, restrictions or covenants contained herein shall be deemed to constitute a nuisance, and redress in money damages shall not be deemed an adequate remedy therefore. If any such violation shall occur or be attempted, the declarant or any other owner or owners of land subject hereto shall have the right to institute an action or proceeding in any court of competent jurisdiction, either at law or in equity, and obtain a judgment enjoining the continuance of an existing violation or the creation of one that is threatened, or granting the plaintiff such other relief as may be appropriate and adequate in the premises. In any such action or proceeding the plaintiff, if successful, shall be entitled to recover his or its costs of suit, together with an attorney's fee in such amount as the court shall adjudge reasonable.

Section 28:

PURPOSE OF RESTRICTIONS

Said restrictions, covenants, and agreements are intended and imposed for the direct and mutual and reciprocal benefit and each and all of said lots and subsequent owners thereof, and to create mutual and equitable servitudes upon each of said lots in favor of each other lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of said lots, their respective heirs, successors and assigns and may be enforced by any lot owner against any other lot owner.

Section 29:

Failure promptly to enforce any of the provisions hereof or require the correction of a violation of any of the foregoing restrictions, covenants, conditions or agreements shall not constitute a waiver of the right subsequently to enforce said provisions in their entirety or to require the correction of said violation or any other one of similar nature.

Section 30:

EFFECT OF RESTRICTIONS

The provisions herein contained are for the benefit of each and all of said lots, and are and shall operate as covenants running with the land and shall inure to the benefit of and be binding upon Declarant and the purchasers and subsequent owners of each of said lots. The provisions herein contained may be enforced and any breach thereof enjoined, abated or remedied by appropriate proceedings by declarant or by any owner or owners of any of said lots.

Section 31:

ASSIGNMENT

Any or all of the rights, title, interest and estate given to or reserved by Declarant herein may at any time be transferred or assigned to any person, persons, corporation or association by appropriate instrument in writing executed by declarant and recorded in the office of the County Recorder of Sacramento County, and wherever Declarant is herein referred to, such reference shall be deemed to include its successor or successors in interest; any duties imposed upon or assumed by declarant herein may, at any time and in like manner, be delegated and transferred to any person, persons, corporation or association, and upon such transfer, Declarant, its officers, directors and shareholders shall be relieved from any further liability or responsibility for the performance thereof.

Dated: 4-10-84


Winnie Leung

WINNIE LEUNG

STATE OF CALIFORNIA)
) SS.
COUNTY OF SACRAMENTO)

On this 10th day of April 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WINNIE LEUNG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same

Dana Gilpin
Notary Public in and for said County.

.....
 DANA GILPIN
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires April 9, 1988
.....

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CONSENT OF LIENHOLDER
AND SUBORDINATION OF LIEN

The undersigned beneficiary under that certain Deed of Trust dated December 1, 1983, recorded in Book 83-12-20, Page 320, of official records of Sacramento County, California, consents to all of the provisions contained in the attached Declaration of Covenants, Conditions and Restrictions and agrees that the lien of the deed of trust shall be junior and subordinate and subject to said Declaration.

Dated: April 13, 1984

Lienholder:
SACRAMENTO VALLEY BANK, a United States Corporation
By: [Signature]
Vice President

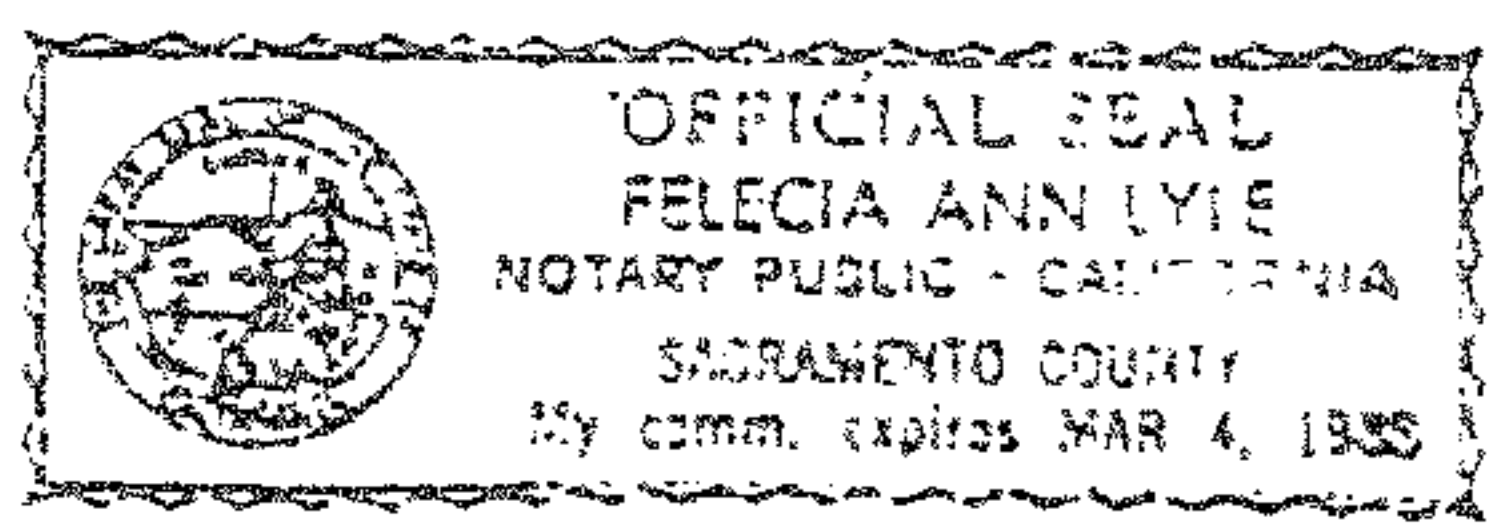
By: _____

STATE OF CALIFORNIA) ss.
COUNTY OF SACRAMENTO)

On April 13, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Tim N. James, known to me to be the ~~President~~ Vice President Secretary of the corporation that executed the within Instrument.

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 within Instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and Official Seal.



[Signature]
Notary Public in and for Said County and State