

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Folsom Lake Estates

Declaration of Covenants, Conditions and Restrictions

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Folsom Lake Estates Home Owners Association, a corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 49, 50, and Lot A as shown on the official plat of Folsom Lake Estates, recorded in the office of the Recorder of Placer County in Book of Maps, Map No.

and also shown as Common Open Space on the "Final Exhibit A for Unit No. 2A II attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Kroeger Properties, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and, for.. a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. . The Association shall have three classes of voting membership

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class A 1 Class A1 members shall be all owners in Unit 1, Folsom Lake Estates, with the exception of the declarant and Class A members, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Class A 1 membership is on a year to year basis by the payment of dues at the discretion of the lot owner."

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owners. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) two years from the date of the issuance of the most recent Public Report for a phase of the overall development, or

(c) on December 31, 1978." Amended: February 22, 1983

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred forty-five dollars and seventy cents (\$145.70) per lot."

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3 % above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3 % by the vote or written assent of 51 % of each class of members.

(c) Regarding Folsom Lake Estates 2B: The annual assessments provided for in Article IV of said Declaration of Covenants, Conditions and Restrictions as to all lots being annexed herein on the first day of the month following the conveyance of the first lot described herein to a home buyer; or on February 1, 1980, whichever occurs first."

.. "Amended: April 28, 1976 August 16, 1977

(d) Regarding Folsom Lake Estates 2C: The annual assessments provided for in Article IV of said Declaration of Covenants, Conditions and Restrictions as to all lots being annexed herein on the first day of the month following the conveyance of the first lot described herein to a home buyer, or on May 29, 1980, whichever occurs first"....

(e) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51 % of each class of members

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but *such vote is less than the requisite 51 % of each class of members, members who were not present in person or by proxy may give their assent in writing, . provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.*

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

.""Amended: July 6, 1979

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 % per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate. to the-lien-of-any .first- mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

RIGHT OF COUNTY TO COMPEL PERFORMANCE

In consideration of County's approval of the development of the real property to which this Declaration relates, Declarant hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, and all heirs, executors, administrators, assigns, and successors in interest of each such Owner is deemed to covenant and agree as follows:

Section 1. County's Remedies. In the event that any or all of any part of the real property taxes, irrigation taxes and/or other taxes or assessments that may be imposed by any public entity, including the County of Placer, on the Common Area shall remain unpaid and in default more than six (6) months after the due date thereof, County as beneficiary of the covenants and agreements contained- in. this Declaration on. the. part of Declarant and on the part of each Owner and all successors in interest, and as the agent of the Association and in the name of the Association may do any of the following:

(a) Do or perform any act the Association may do or perform.

(b) In the event Association fails to do so at the time specified at the time set further in its By-Laws and in this Declaration, County may, without otherwise complying with provisions of this Declaration and said ByLaws, fix the annual assessment against each Lot.

(c) If the Association fails promptly to demand that the then Owner of a Lot execute and record Maintenance Deed of Trust effective for the intended purpose, then the County is authorized to make such a demand for and in behalf of the Association, and should the Owner fail to comply with such demand, the County is authorized to execute and record such Maintenance Deed of Trust as the agent of said Owner and in his name. This Declaration hereby constitutes the Association and/or the County as the attorney in fact and agent of the Owner for all such purposes.

(d) If County in its discretion determines the Association is not diligently attempting to collect the amounts owing the Association, County may, as the agent and in the name of the Association, take any such legal steps to collect such amounts, by actions of law or by foreclosure of the Maintenance Deed of Trust, as the County may determine to be necessary in each individual case.

(e) If the County takes any steps not involving court proceedings to collect any sums which should be paid to the Association as provided for in this Declaration, County may fix the amount of reasonable attorneys' fees in each case and the amount of attorneys' fees so fixed shall be binding upon the Declarant and Owners.

Section 2. Costs of Enforcement. In the event that the County shall exercise any of the remedies afforded to it under the proceeding section, any sums recovered from such suit or foreclosure sale or judicial foreclosure proceedings shall be applied first to cover the

County's cost of suit or foreclosure, including but not limited to filing fees, title company charges, miscellaneous foreclosure charges and reasonable attorney's fees. The balance of any sums so recovered shall then be applied against any amount which is then lawfully owing to the County or other public entities. All remaining sums shall belong to the Association.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been -fully complied with.

ARTICLE VII

RESTRICTIONS

1. Nothing shall be done on any Lot in said tract which may be or become an annoyance or nuisance to the neighborhood.

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single family residence not to exceed two stories in height and customary outbuildings incidental to residential and house for permitted livestock as per Paragraph 10.

3. No dwelling or other structure will exceed one story in height for Lots 164, 188, 189, 190, and 191 of Folsom Lake Estates 2C: ".*****

4. No building shall be erected, altered, placed or permitted to remain on any building plot in this subdivision that will not conform to the uniform building code as adopted by the County of Placer. No designated residential lots shall be used for any commercial purpose

5. All buildings shall be located within the "Building location envelopes", as shown and delineated on that certain site plan marked "final exhibit A, for Unit No. 2A", attached hereto and made a part hereof. All dwellings shall be at least 30 feet apart with minimum setbacks of 35 feet from front property line, 15 feet from side property lines and 25 feet from rear property lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. No dwelling shall be erected or placed on any lot having a width of less than seventy feet (70), at a minimum building setback line nor shall any dwelling be erected or placed on any lot having any area of less than fifteen thousand (15,000) square feet, except that a dwelling may be erected or placed on lots numbered (none) as shown on the recorded plat

7. The ground floor area of the main structure exclusive of the story open porches and garages shall not be less than sixteen hundred (1600) square feet for a one story dwelling; nor less than sixteen hundred (1600) square feet for a dwelling of more than one story. Maximum building foundation (footprint) configuration for all non-equestrian lots to be 3,500 square feet and for all equestrian lots 3,900 square feet.

8. No fowl or animals are permitted to be maintained for commercial purposes. There shall be a limit of one (1) major animal such as horses, cows or sheep per 20,000 sq. ft. of area. There shall absolutely be no swine permitted on any lot. No livestock shall be permitted to be housed within one hundred ten (110) feet of the front setback line.

*****. "Amended: October 13, 1983

9. No large livestock, such as horses, cows or sheep, shall be allowed on any lot designated "Non Equestrian" (NE) on the "final Exhibit A for Unit No. 2A", attached hereto and made a part hereof.

10. There will be no fences and hedges erected or planted between the street and the front setback line

11. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. Breach of any of said covenants and restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provision, restriction or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustees sale or otherwise.

13. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or precious minerals shall ever be erected, maintained or permitted upon any lot in said tract.

14. That each grantee of a lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his property which effect said adjacent or adjoining lots when such access is essential, for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainage way is located.

15. That each grantee of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract, including the landscaping of each lot in said tract, was completed by the undersigned grantor.

16. Bridle paths and Equestrian easements shall be restricted to the use of equestrian traffic only.

17. No fences, hedges or structures of any kind shall be allowed on Bridle paths and Equestrian easements nor shall they be permitted to obstruct or block Bridle paths or Equestrian easements in any way.

18. All fences on lots with Bridle paths or Equestrian easements shall not be built past the easement lines.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes not or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 35 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75 % of the Lot Owners. Any amendment must be recorded

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of February, 1976.

KROEGER PROPERTIES, INC., a California corporation.

bys/Henry Kroeger, President Signature Notarized: February 12, 1976

Original Document #5873 Recorded: February 27, 1976 Placer County, California