



1 on the said public roads shown upon and dedicated by the Offi-  
2 cial Map of said subdivision hereinbefore mentioned and administer-  
3 ing and enforcing the covenants and restrictions and collecting  
4 and disbursing the assessments and charges hereinafter created;  
5 and

6 WHEREAS, Developer has incorporated under the laws of  
7 the State of California, as a nonprofit corporation the GARDEN  
8 PARK HOMEOWNERS ASSOCIATION, INC. for the purpose of exercising  
9 the functions hereinbefore set forth:

10 NOW, THEREFORE, the Developer declares that the real  
11 property hereinbefore described and such additions thereto as  
12 may hereafter be made pursuant to these Declarations, is and shall  
13 be held, transferred, sold, conveyed and occupied subject to the  
14 covenants, restrictions, easements, charges, and liens hereinafter  
15 set forth.

16 ARTICLE I

17 DEFINITIONS

18 Section 1. The following words when used in this De-  
19 claration or any Supplemental Declaration shall have the following  
20 meanings:

21 (a) "Association" shall mean and refer to the GARDEN  
22 PARK HOMEOWNERS ASSOCIATION, INC.

23 (b) "The Properties" shall mean and refer to all such  
24 existing properties, and additions thereto, as are subject to  
25 this Declaration or any Supplemental Declaration under the pro-  
26 visions of Article II hereof.

27 (c) "Common Areas" shall mean and refer to those areas  
28 of land shown on any recorded subdivision map of the properties  
29 and intended to be devoted to the common use and enjoyment of  
30 the owners of the properties.

31 (d) "Lot" shall mean any numbered lot designated and  
32 shown on any recorded subdivision map of the properties with

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1 the exception of the common areas as hereinbefore defined.

2 (e) "Plot" shall mean any parcel of land surrounding  
3 one residential building and appurtenant buildings where composed  
4 of one or more lots or a lot and a fraction of another lot or  
5 lots thereby creating one homesite, which such parcel shall be  
6 monumented to identify the exterior boundaries of said homesite.

7 (f) "Owner" shall mean and refer to the record owner,  
8 whether one or more persons or entities, of the fee simple title  
9 to any lot or plot situate upon the property, but shall not mean  
10 or refer to any lienholder unless or until such lienholder has  
11 acquired title due to foreclosure or any proceeding in lieu of  
12 foreclosure.

13 (g) "Members" shall mean and refer to all those owners  
14 who are members of the Association as provided in Article III,  
15 Section 1 hereof.

16 ARTICLE II

17 PROPERTIES SUBJECT TO THIS DECLARATION

18 ADDITIONS THERETO

19 Section 1. The real property which is and shall be  
20 held, transferred, sold, conveyed and occupied subject to this  
21 Declaration is located in the County of El Dorado, State of Cali-  
22 fornia and is more particularly described in Exhibit "A" attached  
23 hereto and incorporated herein by reference, all of which real  
24 property shall hereinafter be referred to as existing property.

25 Section 2. Additional land may become subject to this  
26 Declaration in the following manner:

27 (a) The Developer, its successors and assigns, shall  
28 have the right to bring within the scheme of this Declaration  
29 additional properties in future stages of the development, pro-  
30 vided that such additions are in accord with the General Plan  
31 of Development prepared prior to sale of any lot and made known  
32 to every purchaser, which knowledge may be communicated by brochure

1 delivered to each purchaser or by referring to a posted map prior  
2 to such sale.

3 Such General Plan of Development shall show the pro-  
4 posed additions to the existing property and shall contain:

5 1. A general indication of size and location of addi-  
6 tional development stages and proposed land uses in each proposed  
7 addition;

8 2. A limitation that the number of additional lots  
9 shall not exceed 1000;

10 3. The approximate size and location of common prop-  
11 erties proposed for each stage;

12 4. Provisions that said additional lots will not sub-  
13 stantially increase assessments or burdens upon the common prop-  
14 erty;

15 5. The general nature of proposed common facilities  
16 and improvements;

17 6. A statement that the proposed additions, if made,  
18 will become subject to assessment for their just share of Associ-  
19 ation expenses;

20 7. A statement that the proposed additions or annexa-  
21 tions shall be accomplished within three years from and follow-  
22 ing the date of the last Final Subdivision Public Report affect-  
23 ing the property subject to this Declaration.

24 Unless otherwise stated therein, such general plan shall  
25 not bind the Developer, its heirs, successors, or assigns, to  
26 make the proposed development of the land shown thereon and the  
27 general plan shall contain a conspicuous statement to this effect.

28 The additions authorized under this subsection shall  
29 be made by filing of record a Supplementary Declaration of Cove-  
30 nants and Restrictions with respect to the additional property  
31 which shall extend the scheme of the covenants and restrictions  
32 of this Declaration to such property.

1           Such Supplementary Declaration may contain such comple-  
2           mentary additions and modifications of the covenants and restric-  
3           tions contained in this Declaration as may be necessary to reflect  
4           the different character, if any, of the added property and as  
5           are not inconsistent with the scheme of this Declaration. In  
6           no event, however, shall such Supplementary Declaration revoke,  
7           modify or add to this Declaration within the existing properties.

8           (b) Upon approval in writing by at least two-thirds  
9           (2/3) majority of the voting power of the members of the associa-  
10          tion, excluding the voting power of the subdivider, the owner  
11          of any property who desires to add it to the scheme of this De-  
12          claration and to subject it to the jurisdiction of the Associ-  
13          ation may file of record a Supplementary Declaration of Covenants  
14          and Restrictions, as described in subsection (a) hereof.

15          (c) Upon a merger or consolidation of the Association  
16          with another association as provided in the Articles of Incorp-  
17          oration and By-Laws of the Association, its properties, rights  
18          and obligations may, by operation of law, be transferred to an-  
19          other surviving or consolidated association or, alternatively,  
20          the properties, rights and obligations of another association  
21          may by operation of law be added to the properties, rights and  
22          obligations of the Association as the surviving corporation pursu-  
23          ant to a merger. The surviving or consolidated Association may  
24          administer the covenants and restrictions established by this  
25          Declaration within the existing property together with the cove-  
26          nants and restrictions established upon any other properties as  
27          one scheme. No such merger or consolidation, however, shall effect  
28          any revocation, change or addition to the covenants established  
29          by this Declaration within the existing properties except as herein-  
30          after provided.

31 --  
32 --

1 ARTICLE III

2 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3 Section 1. Every person who is or entity which is a  
4 record owner of a fee, or undivided fee interest, in any lot or  
5 plot which is subject by covenants of record to assessment by  
6 the Association shall be a member of the Association, provided  
7 that any such person or entity who holds or which holds such inter-  
8 est merely as security for the performance of an obligation shall  
9 not be a member.

10 Section 2. The Association shall have but one class  
11 of voting membership. Members shall be entitled to one vote for  
12 each lot and one vote and fraction of a vote for the number of  
13 lots in which they hold the interest required for membership by  
14 Section 1. When more than one person holds such interest or inter-  
15 ests in any lot, or lots, all such persons shall be members and  
16 the vote for such lot, or lots, and fraction or fractions of a  
17 lot or lots, shall be exercised as they among themselves deter-  
18 mine, but in no event shall more than one vote be cast with re-  
19 spect to any one such lot.

20 ARTICLE IV

21 PROPERTY RIGHTS IN THE COMMON AREA

22 Section 1. Subject to the provisions of Section 3,  
23 every member shall have a right and easement of enjoyment in and  
24 to the common areas and such easements shall be appurtenant to  
25 and shall pass with the title to every lot or plot.

26 Section 2. The rights and easements of enjoyment cre-  
27 ated hereby shall be subject to the following:

28 (a) The right of the Association in accordance with  
29 its Articles and By-Laws to borrow money for the purpose of improv-  
30 ing the common areas and in aid thereof to mortgage the property,  
31 provided that no such encumbrance may be placed on the common  
32 areas without the affirmative vote of two-thirds of the member-  
ship.

1 (b) The right of the Association to take such steps  
2 as are reasonably necessary to protect the above described prop-  
3 erties against foreclosures; and

4 (c) The right of the Association, as provided by its  
5 Articles of Incorporation and By-Laws to suspend the enjoyment  
6 rights of any member for any period during which an assessment  
7 remains unpaid, and for any period, not to exceed thirty (30)  
8 days, for any infraction of its published rules and regulations,  
9 provided that no such suspension shall be effective unless and  
10 until said member has been afforded the opportunity of a hear-  
11 ing, notice and the conduct of which shall be in accordance with  
12 the rules and regulations for administrative hearings as set forth  
13 in the California Administrative Code.

14 (d) The right of the Association to dedicate or trans-  
15 fer all or any part of the common areas to any public agency,  
16 authority or utility for such purposes and subject to such condi-  
17 tions as may be agreed to by the members, provided that no such  
18 dedication or transfer, determination as to the purposes or as  
19 to the conditions thereof, shall be effective unless an instru-  
20 ment signed by members entitled to cast three-fourths of the vote  
21 of the membership has been recorded agreeing to such dedication,  
22 transfer, purpose or conditions and unless written notice of the  
23 proposed agreement and action thereunder is sent to every member  
24 at least ninety (90) days in advance of any action taken.

25 ARTICLE V

26 COVENANT FOR ASSESSMENTS

27 Section 1. The Developer, for each lot or plot owned  
28 by anyone in the properties, hereby covenants and each owner of  
29 any lot or plot by acceptance of a deed therefor, whether or not  
30 it shall be so expressed in any such deed or other conveyance,  
31 shall be deemed to covenant and agree to pay to the Association:

32 (a) Annual assessments or charges or dues;

1 (b) Special assessments for annual upkeep, capital  
2 improvements and maintenance costs of the common areas; special  
3 assessments for maintenance, repair and replacement of the fences  
4 on the roads ; special assessments to maintain, repair, improve,  
5 finance and pay for subsequent stages of construction of the public  
6 roads shown upon and dedicated by the Official Map of GARDEN PARK  
7 SUBDIVISION; and special assessments for the purpose of install-  
8 ing, maintaining and replacing street name signs and traffic con-  
9 trol signs on the public roads shown upon and dedicated by the  
10 Official Map of GARDEN PARK SUBDIVISION; all such assessments  
11 to be fixed, established and collected from time to time as herein-  
12 after provided. The annual and special assessments, together  
13 with such interest thereon and the cost of collection thereof  
14 as hereinafter provided, shall be a charge on the land and shall  
15 be a continuing lien on the property against which each such assess-  
16 ment is made. Each such assessment, together with such inter-  
17 est thereon and the cost of collection thereof as hereinafter  
18 provided, shall also be the personal obligation of the person  
19 or owner who was the owner of such property at the time when the  
20 assessment fell due.

21 Section 2. The assessments levied by the Association  
22 shall be used exclusively for the purpose of promoting the health,  
23 welfare, safety, comfort and recreation of the residents in the  
24 properties and in particular for the improvement and maintenance  
25 of the common areas and, for the purposes set forth in subpara-  
26 graph (b) of foregoing Section 1 hereof.

27 Section 3. Until the year beginning January 1972 the  
28 annual assessment shall be \$15.00 per year per lot payable annu-  
29 ally, and from and after January 1972 the annual assessment may  
30 be increased by vote of the members, as hereinafter provided,  
31 for the next succeeding three (3) years and at the end of each  
32 such period of three (3) years, for each succeeding period of

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1 three (3) years. Developer shall pay its proportionate share  
2 of the annual assessments, in proportion to the units or lots  
3 owned by Developer, until all of the lots in said subdivision  
4 are sold.

5 Section 4. In addition to the annual assessments author-  
6 ized by Section 3 hereof, the Association may levy in any assess-  
7 ment year, a special assessment, applicable to that year only,  
8 for the purpose of any construction or reconstruction, unexpected  
9 repair or replacement of a described capital improvement on the  
10 common area, including the necessary fixtures and personal prop-  
11 erty related thereto, provided that any such assessment shall  
12 have the assent of a majority of the vote of members who are voting  
13 in person or by proxy at the meeting to be called for this pur-  
14 pose, written notice of which shall be sent to all members at  
15 least thirty (30) days in advance setting forth the purpose of  
16 the meeting. In addition, the Association may levy in any assess-  
17 ment year, a special assessment, applicable to that year only,  
18 for the purpose of defraying, in whole or in part, the costs of  
19 maintenance, repair, and replacement of the fences on the roads  
20 and the costs of maintaining, repairing, improving, financing  
21 and paying for subsequent stages of construction of the public  
22 roads shown upon and dedicated by the Official Map of GARDEN PARK  
23 SUBDIVISION and for the purpose of installing, maintaining and  
24 replacing street name signs and traffic control signs on the public  
25 roads shown upon and dedicated by the Official Map of GARDEN PARK  
26 SUBDIVISION.

27 Section 5. Subject to the limitations of Section 3  
28 here-of and for the periods therein specified, the Association  
29 may change the maximum and basis of the assessments fixed by Sec-  
30 tion 3 hereof prospectively for any such period, provided that  
31 any such change shall have the assent of a majority of the vote  
32 of members voting in person or by proxy; provided further that

1 the limitations of Section 3 hereof shall not apply to any change  
2 in the maximum and basis of the assessments undertaken as an in-  
3 cident to a merger or consolidation in which the Association is  
4 authorized to participate under its Articles of Incorporation  
5 and under its By-Laws and under Article II, Section 2 hereof.

6 Section 6. The quorum required for any action author-  
7 ized by Section 4 and by Section 5 hereof shall be as follows:

8 At the first meeting called, as provided in Sections 4 and 5 here-  
9 of, the presence at the meeting of members or of proxies entitled  
10 to cast a majority of all votes of the membership shall constitute  
11 a quorum. In the event a quorum is not present, the meeting may  
12 be adjourned, and at the adjourned meeting the members present  
13 in person or by proxy shall constitute a quorum.

14 Section 7. The annual assessments provided for herein  
15 shall commence on the date fixed by the Board of Directors of  
16 the Association to be the date of commencement.

17 The first annual assessment shall be made for the bal-  
18 ance of the calendar year and shall become due and payable on  
19 the date fixed for commencement. The assessments for any year,  
20 after the first year, shall become due and payable on the first  
21 day of March of said year. The amount of the annual assessment  
22 which may be levied for the balance remaining in the first year  
23 of assessment shall be an amount which bears the same relation-  
24 ship to the annual assessment provided for in Section 3 hereof  
25 as the remaining number of months in that year bears to twelve.  
26 The same reduction in the amount of the assessment shall apply  
27 to the first assessment levied against any property which is here-  
28 after added to the properties now subject to assessment at a time  
29 other than the beginning of any assessment period. The due date  
30 of any special assessment under Section 4 hereof shall be fixed  
31 in the resolution authorizing such assessment.

32 Section 8. The Board of Directors of the Association

1 shall fix the date of commencement and the amount of the assess-  
2 ment against each lot or plot for each assessment period at least  
3 thirty (30) days in advance of such date or period and shall,  
4 at that time, prepare a roster of the properties and assessments  
5 applicable thereto which shall be kept in the office of the Associ-  
6 ation and shall be open to inspection by any owner.

7           Written notice of the assessment shall thereupon be  
8 sent to every owner subject thereto.

9           The Association shall, upon demand, at any time, fur-  
10 nish to any owner liable for said assessment a certificate in  
11 writing signed by an officer of the Association, setting forth  
12 whether or not said assessment has been paid. Such certificate  
13 shall be conclusive evidence of payment of any assessment there-  
14 in stated to have been paid.

15           Section 9. If the assessments are not paid on the date  
16 when due then such assessments shall become delinquent and shall,  
17 together with such interest thereon and costs of collection thereof  
18 as are hereinafter provided, thereupon become a continuing lien  
19 on the property which shall bind such property in the hands of  
20 the then owner, his heirs, devisees, personal representatives  
21 and assigns. The personal obligation of the then owner to pay  
22 such assessment, however, shall remain his personal obligation  
23 for the statutory period and shall not pass to his successors  
24 in title unless expressly assumed by them.

25           If the assessment is not paid within thirty (30) days  
26 after the delinquency date, the assessment shall bear interest  
27 from the date of delinquency at the rate of seven per cent (7%)  
28 per annum, and the Association may bring an action at law again-  
29 st the owner personally obligated to pay the same or to foreclose  
30 the lien against the property, and there shall be added to the  
31 amount of such assessment the cost of preparing and filing the  
32 complaint in such action, and in the event a judgment is obtained,

1 such judgment shall include interest on the assessment as above  
2 provided and a reasonable attorney's fee, to be fixed by the Court,  
3 together with the costs of the action.

4 Section 10. The lien of the assessment provided for  
5 herein shall be subordinate to the lien of any mortgage or deed  
6 of trust now or hereafter placed upon the property subject to  
7 the assessment; provided, however, that such subordination shall  
8 apply only to the assessments which have become due and payable  
9 prior to a sale or transfer of such property pursuant to a decree  
10 of foreclosure or any other proceeding in lieu of foreclosure.  
11 Such sale or transfer shall not relieve such property from liabil-  
12 ity for any assessments thereafter becoming due, nor from the  
13 lien of any such subsequent assessment.

14 Section 11. All property which is subject to this De-  
15 claration shall be exempted therefrom to the extent of any ease-  
16 ment therein dedicated and accepted by any local public author-  
17 ity and devoted to public use, and also all properties exempted  
18 from taxation by the laws of the State of California.

#### 19 ARTICLE VI

#### 20 BUILDING RESTRICTIONS

21 Section 1. Uses and improvements.

22 (a) With the exceptions of Lots 227 and 228, no build-  
23 ings other than one detached single family private residence,  
24 a private garage for the use of the occupants of such residence,  
25 and other usual and appropriate out-buildings and structures incident  
26 and appurtenant to a private residence shall be erected or main-  
27 tained on any lot or plot in this subdivision and no use what-  
28 soever, except in connection with its use and improvement as a  
29 site and grounds for such buildings, shall be made of any lot  
30 or plot therein. The term "private residence" is intended to  
31 exclude every other form of dwelling for the occupancy of more  
32 than one family and is intended to exclude boarding houses, lodging

1 houses, sanitariums and hospitals, but is not intended to exclude  
2 a "guest house" incident to a private residence for the enter-  
3 tainment of social guests, nor servants' quarters for servants  
4 or other employees employed on the premises.

5 (b) No form of business, commercial, manufacturing  
6 or storage enterprise or activity or exploration for or produc-  
7 tion of minerals, stone, gravel, oil, gas and other natural re-  
8 sources shall be conducted or maintained on any lot or plot in  
9 this subdivision, including the common areas.

10 (c) The common areas are those designated as Lots 227  
11 and 228 on the Official Map of said subdivision.

12 Section 2. The principal residence building on any  
13 lot or plot shall cover a ground floor area of not less than 850  
14 square feet if a one story residence, and not less than 850 square  
15 feet on the main floor if a one and one-half or if a two story  
16 structure, with an additional area of at least 350 square feet  
17 on the second floor. "Ground floor area" shall exclude any at-  
18 tached garage, open porch, terrace, steps and like appurtenances  
19 not enclosed by the bearing walls of the residence building.

20 Section 3. No building, projection, or any part there-  
21 of, shall be erected on any lot or plot nearer than fifty (50)  
22 feet from any lot line or plot line.

23 Section 4. Easements, as shown upon the recorded map  
24 of the subdivision, are reserved for the construction, maintenance  
25 and operation therein or thereon of pipes, conduits, ditches,  
26 and appurtenances, for the purpose of providing drainage, paths,  
27 riding trails, or public services and facilities. No interference  
28 shall be made with the free use of such easements for the pur-  
29 poses for which they are intended.

30 Section 5. No billboards or other advertising devices  
31 shall be erected or placed upon any lot or plot in this subdivi-  
32 sion, except as follows: The name and profession of any profes-

1 sional person may be displayed upon any dwelling house on a sign  
2 not exceeding 200 square inches in area. Not more than one "For  
3 Lease", or "For Rent" sign, or "builders'" sign during construc-  
4 tion of a residence shall be displayed upon any lot or plot, and  
5 such signs shall not be larger than 18 inches by 24 inches in  
6 size; provided, however, that in the course of developing or improv-  
7 ing the subdivision and lots, the Developer or his agent or builders  
8 may erect and display larger signs.

9 Section 6. No structure or building other than a com-  
10 pleted residence shall be used or occupied as a dwelling place  
11 on any lot or plot in this subdivision. No tents, trailers or  
12 other temporary habitations shall be used.

13 Section 7. Any residence or other building in this  
14 subdivision, the construction of which has been started, shall  
15 be completed without delay and within one year, except when such  
16 delay is caused by weather conditions, strikes, actual inability  
17 of the owner to procure delivery of necessary materials, or by  
18 interference by other persons or forces beyond the control of  
19 the owner. Financial inability of the owner or his contractor  
20 to secure labor or materials or to discharge liens or attachments  
21 shall not be deemed a cause beyond the control of the owner.

22 In the event of cessation of construction of any build-  
23 ing for a period of 120 days where such cessation is not excused  
24 by the provisions hereof, the existence of such incompletd build-  
25 ings shall be deemed to be a nuisance and the Developer or any  
26 other owner of property subject to this Declaration shall have  
27 the right to enter upon said uncompleted property and remove the  
28 same or carry such construction work to completion, and the ex-  
29 pense incurred in connection with the removal or completion of  
30 such building shall become a lien upon the land and improvements  
31 thereon upon which such building is situate, which said lien may  
32 be foreclosed either as a mechanic's lien or as a mortgage or

1 deed of trust made on real property.

2 ARTICLE VII

3 BUILDING DESIGN AND MATERIALS

4 Section 1. Any building placed, erected or maintained  
5 upon any lot or plot shall be entirely constructed thereon and  
6 the same shall not, nor shall any part thereof, be moved or placed  
7 thereon from elsewhere.

8 Section 2. All buildings erected within this subdivision  
9 shall conform to the El Dorado County Building Code standards.

10 Section 3. Each dwelling shall be provided with a sew-  
11 age disposal system consisting of an individual septic tank, or  
12 other equally sanitary structure for the storage or disposal of  
13 sewage, constructed, located, and connected with a drain field,  
14 and all such facilities shall conform to the Health and Safety  
15 Regulations of the County of El Dorado, State of California.

16 Section 4. All wells and water facilities on each lot  
17 or plot in said subdivision shall conform to the Health and Safety  
18 Regulations of the County of El Dorado, State of California.

19 Section 5. All premises shall be kept in an orderly  
20 manner.

21 ARTICLE VIII

22 GENERAL PROVISIONS

23 Section 1. The covenants and restrictions of this De-  
24 claration shall run with and bind the land, shall inure to the  
25 benefit of and be enforceable by the Association, or by the owner  
26 of any land subject to this Declaration, for a term of fifteen  
27 (15) years from the date of recording of this Declaration, after  
28 which time said covenants shall be automatically extended for  
29 successive periods of ten (10) years unless an instrument signed  
30 by the then owners of three fourths (3/4) of the lots or plots  
31 in said subdivision has been recorded, agreeing to change said  
32 covenants and restrictions in whole or in part, provided, however,

1 that no such agreement as to change or changes shall be effect-  
2 ive unless made and recorded one (1) year in advance of the effect-  
3 ive date of such change, and unless written notice of the pro-  
4 posed change or changes is sent to every owner at least ninety  
5 (90) days in advance of any action taken by the owner desiring  
6 to make such change or changes.

7 Section 2. Any notice required to be sent to any mem-  
8 ber or owner under the provisions of this Declaration shall be  
9 deemed to have been properly sent when mailed, postpaid, to the  
10 last known address of the person who appears as a member or as  
11 an owner on the records of the Association at the time of such  
12 mailing.

13 Section 3. Enforcement of these Covenants and Restric-  
14 tions shall be by any proceeding at law or in equity against any  
15 person or persons violating or attempting to violate any cove-  
16 nant or restriction herein contained, either to restrain viola-  
17 tion thereof or to recover damages therefor, against the land  
18 to enforce any lien created by these covenants; and failure by  
19 the Association or by any owner to enforce any covenant or re-  
20 striction herein contained shall not be deemed to be a waiver  
21 of the right to do so thereafter.

22 Section 4. Invalidation of any one of these covenants  
23 or restrictions by judgment or by court order shall in no way  
24 affect any of the other provisions herein contained which such  
25 other provisions shall remain in full force and effect.

26 Section 5. No lot, plot or building in this subdivi-  
27 sion shall be used for the keeping or breeding of fowl, or animals  
28 of any kind for commercial purposes. A reasonable and usual number  
29 of household pets may be kept for the pleasure of the occupants  
30 of the premises where kept, but the same shall not be kept in  
31 numbers or under conditions objectionable to other residents in  
32 the subdivision. No lot owner shall have more than two dogs or



1 more than two cats over the age of four months.

2           Section 6. Nothing contained in this Declaration shall  
3 impair or defeat or render invalid the lien of any mortgage or  
4 deed of trust made in good faith and for value, but title to any  
5 property taken subject to this Declaration whether obtained through  
6 sale or through foreclosure of such mortgage or deed of trust  
7 shall thereafter be held subject to all of the terms and provisions  
8 herein contained.

9           Section 7. Each grantee of a conveyance or purchaser  
10 under a contract or agreement of sale, by accepting a deed or  
11 contract of sale or agreement of purchase, accepts the same sub-  
12 ject to all of the covenants, conditions, restrictions, easements  
13 and agreements set forth in this Declaration and agrees to be  
14 bound by all of the same. Damages for breach of any of the cove-  
15 nants, restrictions or agreements set forth in this Declaration  
16 are hereby declared not to be adequate compensation but such breach  
17 and the continuation thereof may be enjoined or abated by approp-  
18 riate proceedings by the Developer, the Association, or by an  
19 owner or owners of any other lot or lots, or plots in said sub-  
20 division. If suit be instituted to enforce any of the provisions  
21 of this Declaration, the owner or owners against whom such suit  
22 is instituted hereby agree to pay costs and reasonable attorney's  
23 fees incurred by any person or persons or corporation, includ-  
24 ing the Association, duly authorized to prosecute such suit.

25           Section 8. Failure by the Developer or any other person  
26 or persons entitled so to do to enforce any covenant, condition,  
27 restriction or agreement herein contained, upon violation there-  
28 of, shall not estop, prevent or be deemed to be a waiver of the  
29 right of enforcement thereafter.

30           Section 9. The covenants, conditions, restrictions,  
31 easements and agreements set forth in this Declaration may be  
32 waived, modified, changed, altered, cancelled or terminated as

1 to the whole of said subdivision or any part or portion there-  
2 of with the written consent of the owners of seventy-five per  
3 cent (75%) of the lots and plots in the subdivision. No such  
4 waiver, modification, change, alteration, cancellation or termin-  
5 ation shall be effective until a proper instrument in writing  
6 shall have been executed and recorded in the office of the County  
7 Recorder of the County of El Dorado.

8 IN WITNESS WHEREOF, GARDEN PARK, a joint venture, con-  
9 sisting of TAHOE ISLAND PARK, INC., a California corporation, and  
10 PLACERVILLE DEVELOPMENT & INVESTMENT CO., INC., a California cor-  
11 poration, the owner in fee of all of the lands described and sub-  
12 divided as "GARDEN PARK SUBDIVISION" has caused this instrument  
13 to be executed this 26th day of June, 1970, by its  
14 officers thereunto duly authorized.

15 GARDEN PARK, a Joint Venture,  
16 by TAHOE ISLAND PARK, INC., a  
California corporation,

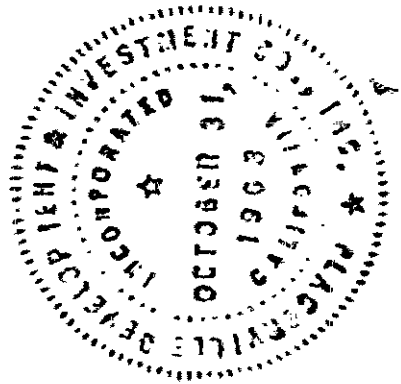
17 By *Arvid Gustafson*  
President

18 By *Hazel Gustafson*  
19 Secretary

20  
21 By PLACERVILLE DEVELOPMENT &  
INVESTMENT CO., INC., a  
California corporation,

22 By *[Signature]*  
23 President

24 By *[Signature]*  
25 Treasurer

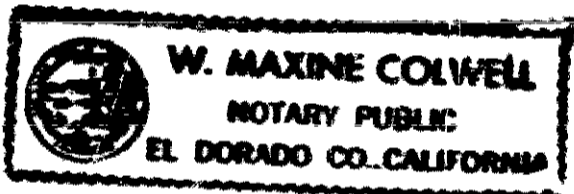


BEVERLY H. RILEY  
455 THIRD STREET  
PLACERVILLE, CALIFORNIA  
95266

1 STATE OF CALIFORNIA )  
 ) ss:  
2 COUNTY OF EL DORADO )

3 On this 26th day of June, 1970, before me, the  
4 undersigned, a Notary Public in and for said County and State,  
5 residing therein, duly commissioned and sworn, personally appeared  
6 Anthony Gastaldi known to me to be the President, and  
7 Hazel Gastaldi known to me to be the Secretary of  
8 TAMOE ISLAND PARK, INC., and G. W. A. Irvine  
9 known to me to be the President, and G. Harold Duce  
10 known to me to be the Treasurer of PLACERVILLE DEVELOPMENT &  
11 INVESTMENT CO., INC., the corporations described in and that execu-  
12 ted the within instrument, and also known to me to be the persons  
13 who executed the within instrument on behalf of the corporations  
14 therein named and they acknowledged to me that such corporations  
15 executed the same.

16 IN WITNESS WHEREOF, I have hereunto set my hand and  
17 affixed my official seal the day and year in this certificate first  
18 above written.



*W. Maxine Colwell*  
Notary Public in and for said  
County and State of California

21 My commission expires 12-31-72.

23  
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32

NOTARIAL RECORDS  
EL DORADO COUNTY CALIF  
RECORDS DEPARTMENT

INTER-COUNTY TITLE CO.

JUN 29 2 39 PM 1970

1640  
NOTARY PUBLIC  
EL DORADO COUNTY CALIF

LAW OFFICES  
BEVERLY & RILEY  
405 MAIN STREET  
P. O. BOX 487  
PLACERVILLE, CALIF.  
TELEPHONE 622-2992  
P. O. BOX 8438  
SOUTH LAKE TAHOE  
CALIFORNIA  
TELEPHONE 1 542-8888