

**FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GROSVENOR DOWNS STANDARD DEVELOPMENT
UNITS 1, 2, and 3**

THIS DECLARATION made on the date hereinafter set forth by Grosvenor Homeowners Association, a California Non-Profit Mutual Benefit Corporation and all Members of the Association.

PREAMBLE

- A.** Grosvenor Downs, a joint venture, as Declarant, executed those certain Declarations of Covenants, Conditions and Restrictions of Grosvenor Downs Homeowners Association, for Units 1, 2, and 3 as recorded on December 2, 1987 as Document No. 67570 Placer County Official Records for Unit 1, on August 10, 1988 as Document No. 39326 Placer County Official Records for Unit 2, and on January 27, 1989 as Document No. 4560 Placer County Official Records for Unit 3 (the "Declarations").
- B.** The Declarations establish certain limitations, easements, covenants, restrictions and conditions which run with the land and are binding upon all parties having or acquiring any right, title, or interest on that certain property located in the County of Placer, State of California, and more particularly described in the Declarations.
- C.** The Members of the Association in Units 1, 2, and 3 desire to unify the Declarations into one single Declaration covering all 3 Units.
- D.** Pursuant to Article VIII, Section 7.01 of the Declarations, the Declarations may be amended by the affirmation vote of Members representing 66-2/3% of the total voting power of the Association; and
- E.** This Restated Declaration of Covenants, Conditions and Restrictions was approved in accordance with the requirements specified in Recital "D" above.

ARTICLE I
DEFINITIONS

Section 1.01: ADU-Accessory Dwelling Unit & JADU-Junior Accessory Dwelling Unit

"Accessory Dwelling Unit" (ADU) shall mean it is a smaller, independent residential dwelling unit (up to 1,200 square feet) located on the same lot as a stand-alone (i.e., detached) single-family home. ADUs go by many different names throughout the U.S., including accessory apartments, secondary suites, and granny flats.

"Junior Accessory Dwelling Units" (JADUs) are a very small living unit (up to 500 square feet) created out of space within an existing single-family home.

Section 1.02: Building

"Building" shall mean any structure having a roof supported by columns or by walls and

intended for the shelter, housing, or enclosure of any person, animal, chattel, or property of any kind.

Section 1.03: Common Maintenance Areas

“**Common Maintenance Areas**” shall mean and refer to all that portion of the property to be maintained by the County Service Area for the owners. The Common Maintenance Area includes streets, on-site drainage channel, landscaping, sound wall and lighting maintenance, these are to be maintained by the County Service Area Number 28 Zone Number 65.

Section 1.04: County Service Area

“**County Service Area**”, or “**CSA**” shall mean that local Special District formed by the County of Placer, State of California, for the purpose of providing for the repair, maintenance or installation of subdivision related improvements and any successor public or quasi-public entity assuming said duties.

Section 1.05: County Service Advisory Liaison (CSAL)

“**County Service Advisory Liaison**”, or “**CSAL**”, shall mean a Lot Owner representative selected in conformance with Section 4.02 hereof for the purpose of facilitating a liaison between CSA and Lot Owners with respect to the duties and rights of the CSA.

Section 1.06: County

“**County**” shall mean and refer to the County of Placer, a political subdivision of the State of California.

Section 1.07: Covenants

“**Covenants**” shall mean collectively the covenants, conditions, restrictions, servitudes, reservations, easements, limitations, liens, and charges that may be imposed by or expressed in this Declaration.

Section 1.08: Declaration

“**Declaration**” shall mean this Declaration of Covenants, Conditions and Restrictions, and its amendments, modification or supplements.

Section 1.09: Dwelling

“**Dwelling**” shall mean a residential building for single-family occupancy permitted to be built hereunder, not including any accessory buildings or garages.

Section 1.10: Family

“**Family**” shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

Section 1.11: Garage

“**Garage**” shall mean a building or portion of a building designed for the purpose of parking and sheltering automobiles, whether attached, partially attached, or separate from the Dwelling.

Section 1.12: Lot

“**Lot**” shall mean and refer to any plot of land or parcel shown upon any recorded Subdivision Map of the real property.

Section 1.13: Lot Line, Front

“**Lot Line, Front**” shall mean that boundary line of a Lot which is along a street line.

Section 1.14: Lot Line, Side

“**Lot Line, Side**” shall mean any boundary line of a Lot which is not a Front or Rear Lot Line.

Section 1.15: Lot Line Rear

“**Lot Line, Rear**” shall mean any boundary line of a Lot opposite a Front Lot Line.

Section 1.16: Owner

“**Owner**” shall mean and refer to the Record Owner, whether one or more persons or entities, or 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. Every Owner shall be a Member of the Association.

Section 1.17: Subdivision

“**Subdivision**”, “**Final Subdivision Map**”, the “**Property**”, or the “**Project**”, shall mean and refer to that Final Subdivision Map titled, “Grosvenor Downs”, and that real Property described therein,

- As recorded in book P of Maps, page 40, Placer County Records.
- As recorded in book P of Maps, page 77, Placer County Records.
- As recorded in book P of Maps, page 98, Placer County Records.

Section 1.18: Association

“**Association**” shall mean and refer to the Grosvenor Downs Homeowners’ Association, its successors and assigns.

Section 1.19: Board

“**Board**” shall mean and refer to the governing elected Board of Directors of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 2.01: Entry of Use Rights

ONLY by Permission from Lot's owner, for any reason.

Section 2.02: Easements

Each Lot and its Owner is hereby declared to be subject to all Placer County easements, dedications, and rights-of-way granted or reserved in, on, over, or under the real Property and each Lot as shown on the Final Subdivision Map.

ARTICLE III

USE RESTRICTIONS

Section 3.01: Residential Use

All Lots should be used for single-family residential purposes only and in a manner consistent with applicable local state and federal laws, ordinances, and regulations.

Section 3.02: Leasing

Nothing in this Declaration shall prevent an Owner from leasing or renting a Lot, together with improvements thereon. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all terms and conditions of this Declaration, and any lease or rental agreement shall specify that any failure to abide by such provisions shall be a default under the lease or rental agreement. Failure by Owner to take legal action, including the institution of proceedings in unlawful detainer against his lessee who is in violation of this Declaration, within ten days written demand from any Owner to take any and all such action, any Owner may take any and all such action on behalf of such Owner against his lessee. Any expense incurred by the Owner, including attorneys' fees and costs of suit shall be specifically recoverable as determined by a court of competent jurisdiction.

Section 3.03: Offensive Conduct, Nuisances

Nothing shall be done on or within a Lot which may be or become an annoyance or nuisance to the other Owners, or that in any way interferes with the quiet enjoyment or occupancy of Lots except as expressly provided herein.

Section 3.04: Parking and Vehicular Storage

No automobile, motor bike, or motorcycle shall be parked or left on any street for a period in excess of ten (10) days; they must be parked within a garage, carport, or private driveway. No boat, trailer, recreational vehicle, or commercial vehicles shall be parked or left on any street for more than forty-eight (48) hours, and further such vehicles may not be parked or left on a Lot except to the side or rear of a residence and screened from street view.

Section 3.05: Signs

Except as expressly permitted by law, no signs, or advertisements of any kind shall be displayed from any Lot for more than 72 hours. However, this does not apply to "For Sale" signs on the Owner's Lot.

Section 3.06: Fences

All fences are subject to the current Placer County Building codes, Zoning Ordinance, and regulations.

Section 3.07: Animals

The keeping of certain animals on any Lot shall be permitted, but strictly limited, as set forth in the County Zoning Regulations. Notwithstanding said County Zoning Restrictions, no animal may be kept on a Lot that constitutes a nuisance to any other Owner. Such a nuisance can include, amongst other things, excessive odor caused by such animal and animal waste. Any Owner keeping an animal is required to properly clean-up and dispose of such waste. Each person bringing or keeping a pet or animal upon any Lot shall be liable to other Owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests and invitees for any damage(s) to person(s) or property proximately caused by any such pet or animal.

Section 3.08: Rubbish

No rubbish, debris, construction waste, objects or materials of any kind shall be placed or permitted to accumulate on any Lot which would render it unsanitary, unsightly, offensive or detrimental to any other Lot or Owners thereof. Owners have five (5) days after written notice from the Board of Directors to remove rubbish, debris, construction waste, objects or materials. The Board of Directors has the right to remove the same at Owner's expense. Each Owner shall be obligated to subscribe to a weekly refuse collection service from the refuse collection franchise holder as required by Placer County Code Section 9.24 (2) and any amendments thereto.

Section 3.09: Building Setback

All building setbacks are subject to the current Placer County Building Codes, State Laws and regulations.

Section 3.10: Further Subdivision of Lots/ADUs and JADUs

Any subdivision of a Lot is subject to the current State Laws and building codes of Placer County.

Section 3.11: Minimum Building Size

No single-family residential structure shall be erected which has a floor area exclusive of any porch, patio, atrium, covered but not enclosed area, garage or other accessory building (whether or not attached to such residence), of less than two-thousand (2,000) square feet in the case of a one-story structure, or two-thousand two-hundred (2,200) square feet in the case of a two-story or split-level structure, of which at least one-thousand two-hundred (1,200) square feet shall be on the ground level. Each dwelling shall contain a carport or garage of no less than four-hundred

(400) square feet.

Section 3.12: Roofing Materials

All roofs are to be of cedar shake, slate, tile, or concrete tile. Metal or Solar roofs which look like, or are similar to, cedar shake, slate or tile may be installed.

Section 3.13: Homes and Landscaping

All homes and yards must be maintained in a reasonable condition. Any renovations or maintenance must be done in a timely manner. If complaints are brought to the HOA Board's attention, the Board will send out a letter of complaint to the offending Owner. The offending Owner(s) shall have 5 business days to respond upon receipt of the letter with a plan to remediate their Lot and/or Home.

Section 3.14: Compliance with Declaration

Each Owner, contract purchaser, tenant, guest, invitee, or other occupant of a Lot shall comply with the provision of this Declaration.

Article IV **COUNTY SERVICE AREA**

Section 4.01: CSA Formation and Purpose

Each Owner in accepting title to his Lot acknowledges and consents to those rights and obligations created by the prior formation of the Placer County Service Area No. 28 Zone No. 65. It is the primary purpose of that public organization to provide for:

- A. The maintenance, repair, replacement, and installation of road improvements, located within and part of the original Subdivision of the property, as such roads are shown on the Final Subdivision Map;
- B. The maintenance of on-site drainage channels and easements pursuant to a written plan to reduce potential or actual mosquito breeding habitat.
- C. The maintenance, repair, and replacement of all street lighting; and, the maintenance and repair of landscaping and sound wall.

Each Lot shall be subject to CSA assessments and charges for the purpose of providing the necessary funds to accomplish the purpose of the CSA. Owners delinquent in the payment of such assessment(s) and charge(s) may be subject to penalties and surcharges validly imposed by the CSA.

Section 4.02: CSA Advisory Liaison

The CSA Advisory Liaison will report to the HOA board and shall be appointed by the HOA Board. The CSA Advisory Liaison must be an Owner and shall serve for a term of three (3) years. In the event of a vacancy created by the death or resignation, of the CSA Advisory Liaison, the HOA Board will appoint a replacement to serve the remainder of said member's

term. The purpose of the CSA Advisory Liaison shall be to facilitate liaison with the Board of Directors of the CSA on matters related to the duties of that public organization, and to disseminate information on such matters to Owners. Nothing herein shall be interpreted in any way to restrict or limit the rights of any Owner with respect to road related matters.

Section 4.03: Termination of CSA

In the event the CSA is terminated, each and every Owner agrees severally and equally that the Association shall assume the responsibilities of the cost of repair, maintenance, replacement or installation of Subdivision roads as may be necessary to ensure that said roads are in safe and useable condition, and the cost of maintenance of drainage, septic systems, and street lighting. Not later than ninety (90) days following CSA termination, the HOA Board shall meet at a duly noticed meeting of the Board to determine the fiscal needs for road repairs and maintenance. The HOA Board shall then budget for anticipated repairs and maintenance on an annual basis.

Section 4.04: Notices

All meeting notices required pursuant to this Article IV must be in writing and delivered to each Owner not less than twenty (20) days before the meeting date. Delivery of all notices shall be made by depositing said notice at the location each Owner receives mail from the U.S. Postal Service or by electronic means.

Section 4.05: Non-Liability of Advisory Liaison

Nothing herein shall be interpreted to create liability on the part of said Liaison member to other Owners for any misconduct related to the performance of their duties as the Liaison.

Section 4.06: Enforcement

In addition to any other rights and remedies arising from this Declaration and provided as for elsewhere herein, and without limiting the same, any Owner or the County of Placer, may commence an action in a court of competent jurisdiction to specifically enforce the affirmative obligations created by the Article, seek monetary damages for a violation hereof and/or to secure restitution. In the event the Owners are unable or unwilling to perform their obligation pursuant to the herein Article, and in the sole discretion of the County of Placer, if said County determines that immediate road repairs and maintenance are necessary to render Subdivision roads in a safe and passable condition, said County may undertake said work and exercise its remedies hereunder upon giving ten (10) days written notice thereof to Owners, except in the case of an emergency, in which event said notice shall be given before work commences.

ARTICLE V HOMEOWNERS ASSOCIATION

Section 5.01: Membership

Every Owner of a Lot in the Subdivision is and shall be a member of the Association. The Association, through its Board, shall have the power and authority to enforce this Declaration on behalf of all Owners in the Subdivision.

In the event the County Service Area described in Article IV herein is terminated as specified in

Section 4.03, each and every Owner agrees severally and equally that the Association will assume the responsibilities of said County Service Area. As long as the CSA District is in effect, each Owner agrees individually and equally to be subject to all the provision hereof. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to covenants of record and to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership per parcel. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of any such Lot shall be the sole qualification of membership. "Owners of record title" and "record owners", as terms may be used, shall not include mortgages or trustees, or beneficiaries under Deeds of Trust.

Section 5.02: Management/Non-Common Interest Development

The Association shall be managed by a Board of Directors of the Homeowners' Association, composed of three (3) of the record owners of Lots in the Subdivision as set forth in the Association's Bylaws. The Subdivision is not a common interest development and is not subject to the Davis-Stirling Act unless and until the CSA terminates road maintenance as set forth in section 4.03 above.

Section 5.03: Board Discretion

The Board shall have authority to conduct, manage, and control the affairs of the Association, consistent with the law of this Declaration as they may deem in the best interest of the Owners.

Section 5.04: Responsibility for Road Maintenance

The Association shall not be responsible for the maintenance or repair of any area whose repair or maintenance shall be subject to a Community Service Area. In the event that common maintenance areas of this subdivision are part of a Community Service Area that is terminated, this Association shall not bear the obligation for such repair and maintenance until such assumption of obligations by this Association have been approved in writing by Placer County. In no event shall this Association be responsible for repairing damages to any roadway caused by an Owner or the guest of an Owner. In the event of such damage, the cost of repairing said damage shall be the obligation of the Owner responsible for the same, or whose guest was so responsible.

Section 5.05: Annual Assessments

Each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other Conveyance, is deemed to covenant and agrees to pay to the Association an annual assessment to be determined by the Board. Assessments may be increased or decreased by a vote of the Board at the annual September meeting. Annual assessments are due on the first day of January and shall be delinquent on the first day of the February following. The above notwithstanding, the Association shall levy an annual assessment for the purpose of funding legal fees for the benefit of the community, and any fees required to maintain its relations with Placer County.

Section 5.06: Special Assessments

In the event that the Association becomes responsible or deems a neighborhood action required which necessitates an expenditure of funds in excess of the available funds of the Association, a special assessment may be levied by the Board not to exceed One Hundred Fifty Dollars (\$150) or Three Hundred Dollars (\$300) per lot in any one year. This is in addition to the annual assessment, to cover the costs of such work properly authorized by a majority of the members or emergency repairs directed by the Board. Examples, but not limited to:

- A. Responsible for road repair and maintenance as described in 5.04 above or
- B. Neighborhood driven emergency, maintenance work or repair.

Section 5.07: Purpose of Assessments

Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare for the residents in the property, but specifically excluding any County or other government owned or controlled roadways.

Section 5.08: Collection of Assessments

In the event any Owner shall fail to pay assessments as required or provided for under the terms of this Declaration or any other monies to be paid by such Owner under the terms thereof, the Board shall levy a late fee of \$5.00 per month. Further, the Board shall have the right to bring suit therefore in the appropriate court for collection of said sums of money, together with interest at the rate of twelve percent (12%) per annum, together with reasonable attorneys' fees and costs of suit.

Section 5.09: Exempt Property

The following property subject to this Declaration shall be exempt from the assessments created herein;

- A. All properties dedicated to and accepted by a local public agency or authority;
- B. All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of California.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01: Term of Declaration

This Declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all Covenants, Conditions, and Restrictions and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by 66-2/3% of the Owners.

Section 6.02: Enforcement

Any Owner or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or estoppel of the right to do so thereafter.

Section 6.03: Costs

If an Owner or the Association takes action against an Owner to enforce this Declaration, then the prevailing party shall be entitled to recover all costs associated with enforcement including attorney's fees as may be awarded by the court.

Section 6.04: Cumulative Remedies

Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver or estoppel thereof.

Section 6.05: Violations as Nuisance

Every act or omission in violation of the provision of this Declaration shall constitute a private nuisance, and in addition to all other remedies herein set forth, may be abated or enjoined by the Association or any Owner.

Section 6.06: No Discriminatory Restriction

No Owner shall execute or cause to be recorded an instrument which imposes a restriction upon the sale, transfer, leasing, or occupancy of his Lot on the basis of race, sex, marital status, national ancestry, color, or religion.

ARTICLE VII AMENDMENT IN GENERAL

Section 7.01: Amendment

This Declaration may be amended or revoked in any respect by the vote or written consent by 66-2/3% of the then record owners of lots covered by these restrictions. If the consent or approval of any governmental authority or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is first so obtained. Any amendment shall be evidenced by an instrument executed by the requisite number of Owners and any additional persons or entities whose consent is required, and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Office of the County Recorder of the County of Placer.

Section 7.02: Reliance Upon Amendments

Any amendment made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01: Headings

The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

Section 8.02: Severability

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or un-enforceability of any provision or provisions shall not invalidate any other provision.

Section 8.03: Liberal Construction

The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver or estoppel of the right to enforce said provision thereafter.

Section 8.04: Number; Gender

The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.

Section 8.05: Easements Reserved and Granted

Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a Deed to any Lot.

Section 8.06: Binding Effect

This Declaration shall inure to the benefit of and binding on the successors and assigns of Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of the Owners.