

B 7403-13 P249

OFFICIAL RECORDS  
SACRAMENTO COUNTY CALIF.

MAR 13 8 23 AM 1974

*Edward J. [Signature]*  
COUNTY RECORDER

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

25<sup>02</sup>  
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THIS DECLARATION, made on the date hereinafter set forth by MORRISON HOMES CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the County of Sacramento, State of California, which is more particularly described in Exhibit "A" attached hereto and hereby incorporated herein.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COLLEGE GREENE EAST HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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 described in Exhibit "A" and such portions of the Subsequent Phase Property 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 in Exhibit "B" hereto.

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 MORRISON HOMES CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Subsequent Phase Property" shall mean and refer to real property described in Exhibit "C".

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## PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have and is hereby granted 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 decide the uses to which the Common Area, and portions thereof, may be put. This right shall be broadly construed, since the Association shall necessarily be responsive to its members. The Association may devote the Common Area, or various portions thereof, to any use which it reasonably believes shall benefit its members, directly or indirectly. Without limiting the generality of the foregoing, such areas may include recreational and educational uses or day child care uses.

(c) 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 or by a hearing committee or person appointed by the Board.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public

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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.

(e) the right of the Association to limit the number of guests of members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, 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. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension the same as members of the Association, as provided in Section 1(b) of this Article II. Any Owner remains responsible for the payment of all sums provided in this Declaration notwithstanding a delegation under this Section.

Section 3. The Association, in accordance with its Articles and ByLaws, may borrow money for the purpose of maintaining, repairing, restoring and improving the Common Area and facilities, and in aid thereof may encumber the Common Area.

Section 4. Master Television Antennas. Declarant or the Association may install master antennas on certain Lots throughout the Properties with connections to such antennas within or upon the roof structure of the improvements upon the

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Lots on which antennas are located. Said antennas and connections shall be maintained in good order and repair by the Association, which is hereby empowered to relocate antennas and to emplace additional antennas upon any of the Lots, to the extent deemed necessary by the Association to serve the Lots. There shall be an easement in favor of each Lot for the purpose of providing connection of such Lot with the master antenna most convenient thereto. Each Lot shall be subject to easements in favor of all the other Lots providing installation and maintenance of master antennas and for the passage through the roof structure of television connections from all of said Lots to the master antenna most convenient thereto. Each Lot shall be subject to a further easement for the placement and maintenance thereon by the Association of a master antenna and appurtenances. All of the foregoing easements are hereby granted and reserved. Such easements shall be used and enjoyed in such manner as to not interfere materially with the use, occupancy or enjoyment of all or any part of the Lot servient to them or to which they are appurtenant.

The Association may contract for cable television service to all Lots, or to those Lots desiring such service, in which case the proportionate share of the cost thereof may be a part of the assessments referred to in Article V, or those members using such service may be billed directly.

Except for master antennas referred to above, no antenna, whether for the reception of television, or for any

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other purpose, shall be placed, erected or installed in any Lot in such a way so that the elevation of highest point thereof is more than 30.0 feet higher than the elevation of the highest point of the roof of the residences situate on such Lot.

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 two 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 B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Except as provided in Section 3, below, 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 first conveyance

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of a Lot to an Owner.

Section 3. If portions ("phases") of the Subsequent Phase Property are from time to time annexed as provided in Section 4 of Article VI, then with respect to Lots in each such phase the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occur earlier:

(a) when the total votes outstanding in the Class A membership appurtenant to Lots in a particular phase equal the total votes outstanding in such Class B membership, or

(b) two years from the date of annexation of the phase.

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 therefor, whether or not it 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 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

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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 Assessments. Said annual assessments shall include and the Association shall acquire and pay for out of the funds derived from said annual assessments the following:

(a) Water, sewer, garbage, electrical, telephone and gas and other necessary utility service for the Common Area.

(b) Maintenance and repair of storm drains, private driveways, and other public service structures or facilities, lying within the Common Area.

(c) Maintenance and repair of master television antenna systems, if any.

(d) Fire insurance covering the full insurable replacement value of improvements on the Common Area.

(e) Liability insurance insuring the Association against any liability to the public or to any Owner, invitee, or tenant, or other person incident to occupation, use or presence in, on or about the Common Area and the Lots, with coverage and limits of liability in the discretion of the Association.

(f) Fire insurance with extended coverage endorsement covering the Common Area.

(g) Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.



(h) Any other insurance or bond deemed desirable by the Board of Directors of the Association, with respect to the care, maintenance or operation of the Common Area.

(i) Operation, painting, maintenance, repair, replacement, cultivation and care of the improvements and landscaping to the Common Area, and such furnishings and equipment for the Common Area as the Association shall determine are necessary and proper, including but without limiting the generality of the foregoing, all equipment, furnishings, and personnel for the recreational areas necessary or proper for the use thereof and the facilities thereon by the Owners for recreational purposes.

(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association desires to secure or pay for pursuant to the terms of these restrictions or By-Laws or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the Common Area, or for the benefit of the Lot Owners, or for the enforcement of these restrictions.

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Section 3. Maximum Annual Assessment for Class A Members. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty and No/100-----Dollars (\$30.00---) 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) 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 assessments 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 in excess of \$1,000.00 shall have the vote or written assent of 51% of each class of members.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 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 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes of each class 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 Assessments: 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.

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With respect to Lots in an annexed phase, the annual assessments shall commence on the first day of the month following annexation, and shall be adjusted according to the number of months remaining in the calendar year.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not

paid within thirty (30) days after the date due, the assessment shall bear interest from the date of delinquency at the rate of seven percent (7%) per annum. In the event of a default or defaults in payment of any assessment and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include where permissible under any law, a sum for reasonable attorney's fees in such amount that the Court may adjudge against such defaulting Owner. Upon full satisfaction of any such judgment, it shall be the duty of the Association by any authorized officer thereof to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time after the delinquency of any assessment, the Association may give a notice to the defaulting Owner, which said notice shall state the date of the delinquency, the amount of the delinquency, and the interest charge for such delinquency, and make a demand for payment thereof. If such delinquency, and interest is not paid within ten (10) days after such notice, the Association may elect to file a claim of lien against the Lot of such delinquent Owner. Such claim of lien shall state (1) the name of the delinquent Owner or reputed Owner, (2) a description of the Lot against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed, (4) that the claim of lien

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is made by the Association pursuant to the terms of these restrictions (giving the date of execution and the date, book and page reference of the recording hereof in the Office of the Recorder of the County of Sacramento), and (5) that a lien is claimed against said described Lot in an amount equal to the amount of the stated delinquency plus interest. Any such claim of lien shall be signed and acknowledged by an authorized officer of the Association. Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County of Sacramento, the lien claimed therein shall immediately attach and become effective subject only to limitations hereinafter set forth. Each delinquency shall constitute a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in Court, reasonable attorney's fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a mortgage under power of sale, any authorized officer of the Association shall be deemed to be acting as the agent of the lienor (mortgagee) and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. A certificate of sale shall be executed and acknowledged by any authorized officer of the Association or by the person conducting the sale. A deed upon foreclosure shall be executed in like manner.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Com.on

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 recorded first mortgage (meaning a mortgage with first priority over other mortgages). Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any recorded first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. Pursuant to the terms of Section 8(b) hereof, liens may be created on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

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Section 10. 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 authority; and, (b) the Common Area.

ARTICLE V

ARCHITECTURAL CONTROL

(a) Except as provided in subparagraph (b), 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, heights, 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 acting as an architectural control committee, or by an architectural control 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.

(b) The provisions of subparagraph (a) shall not apply to Declarant or limit Declarant in planning, subdividing, developing or improving the real property; constructing residential and incidental improvements on the property; or in selling, leasing, renting or otherwise disposing of the property or any part thereof.

## ARTICLE VI

### 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 charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any portion of these covenants or restrictions by judgment or court order shall in no way 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 thirtyfive (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. Subsequent Phase Property may be annexed by the Declarant without the consent of members from time to time provided that no more than 400 Lots may be so annexed without FHA or VA approval. Annexation of more than 400 Lots or annexation of property other than Subsequent Phase Property may be annexed only with the written consent of two-thirds of the Class A members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration dedication of Common Area, amendment of this Declaration of Covenants, Conditions and Restrictions, and, except as provided in Section 4 of this Article, annexation of additional properties.

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ARTICLE VII

ADDITIONAL PROVISIONS

Section 1. Use Restrictions.

(a) Residence Lots and Common Area. Lots and Common Area shall be occupied and used as follows:

(1) Each Lot shall be used as a residence for a single family and for no other purpose except as permitted under Subparagraph (a) (2) of this Section 1.

(2) No business of any kind shall be conducted on any Lot with the exception of the business of Declarant in completing the construction of residences on the Properties or on any property which may be annexed under the provision of Article VI, Section 4 hereof, and imposing of the same by sale, lease or otherwise.

(3) Nothing shall be stored in the Common Area without the prior consent of the Association.

(4) Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Association. No Owner shall permit anything to be done or kept on this Lot or in the Common Area which will result in the cancellation of insurance on any residence or any part of the Common Area or which would be in violation of any law. No waste will be committed in the Common Area.

(5) No sign of any kind shall be displayed to the public view on or from any Lot or the Common Area without the prior written consent of the Association, excepting therefrom (a) customary name and address signs and one "For Rent" and "For Sale" sign for each Lot which shall

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not be larger than those commonly used by realtors for such purposes, and (b) such signs as may be erected by Declarant in connection with the subdivision, sale or leasing of any or all of the Properties.

(6) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Area, except that dogs, cats or other household pets may be kept on Lots subject to rules and regulations adopted by the Association. No dog shall be allowed on the Common Area without being held on a leash. The Association may adopt rules and regulations providing for the removal to a pound of any dog found on the Common Area without being held on a leash.

(7) No noxious or offensive activity shall be carried on in or upon any Lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

(8) No exterior newspaper tubes or mailboxes shall be permitted except by written consent of the Association.

(9) Nothing shall be altered, or constructed in, removed from, or planted on, the Common Area except upon the written consent of the Association. The Association shall have the exclusive right to operate, paint, maintain, repair, replace, cultivate and care for the Common Area, and the Common Area, and the improvements and landscaping therein, and to provide furnishings, equipment and personnel for the Common Area.

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(10) All motor vehicles owned or used by Lot Owners or occupants shall be parked inside garages or in driveways overnight. No such vehicles shall be parked at any time in parking areas designated for visitors by the Board of Directors of the Association. No vehicle which exceed 12,000 pounds gross vehicle weight, or has a wheelbase exceeding 133 inches, or is fitted with dual rear wheels, or any bus, trailer, farm vehicle, camper body, boat, or aircraft shall be parked on the Subdivided Property, or any Lot (including the driveway), except for occasional periods of time of not more than twenty-four hours. The parking of any commercial type vehicle, the presence of which would tend to lower property values in any part of the Subdivided Property, shall be deemed a nuisance to others. No vehicle of any type, (including motorcycles), shall be parked on the Subdivided Property or any Lot for purposes of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle.

(11) No basketball standard or fixed sports apparatus shall be placed, installed or constructed on any Lot except upon the written consent of the Architectural Control Committee.

(12) There shall be no violation of rules and any amendments thereto for the use of the Common Area adopted by the Association and furnished in writing to the Owners;

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and the Association is authorized to adopt and change such rules.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand this 11 day of March, 1974.

MORRISON HOMES CORPORATION

By [Signature]  
DUDLEY W. FROST, JR. *sen vice president*

19056

BY \_\_\_\_\_

STATE OF CALIFORNIA,

County of Sacramento } ss.

On this 12th day of March in the year one thousand nine hundred and 74, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Dudley W. Frost, Jr. known to me to be the Senior Vice President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



**JACK A. PETRI**  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
SACRAMENTO COUNTY

My Commission Expires January 31, 1977

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

Jack A Petri  
Notary Public, State of California.

**B 7403-13 P269**

EXHIBIT "A"

Lots 1 to 130, inclusive, as shown on the official "Plat of College Greens Unit No. 1", recorded in Book 94 of Maps, Map No. 4 records of said County.

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EXHIBIT "B"

**B 7403-13 P270**

Lot E, as shown on the official "Plat of College Greens East Unit No. 1", recorded in Book 94 of Maps, Map No. 4, records of said County.

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EXHIBIT "C"

All of the parcel of land entitled "118.566 Acres", as shown on the official "Record of Survey Portion of Sections 5, 6, 7 and 8, Township 8 North, Range 6 East, M.D.B.&M.", recorded in Book 23 of Surveys, page 46, records of said County.

EXCEPTING THEREFROM all that portion of said "118.566 Acres", lying within the boundary of "College Greens East Unit No. 1", the official plat of which is recorded in Book 94 of Maps, Map No. 4, records of said County.

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