

FIRST RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF

The Declaration of Covenant, Conditions, and Restrictions for Heather Glen Estates, Unit #1, executed by Heather Glen Estates, Inc., ("Declarant"), and recorded at Book 996, Page 161 of the Official Records of Placer County, California ("Original Declaration"), which affects all of the Properties described below in Recital No. 1 is hereby amended and restated in its entirety to read as follows:

RECITALS

1. Declarant was the original owner of that certain real property ("Properties" or "Project") located in the unincorporated territory of the County of Placer, State of California, which is more particularly described [in the exhibit attached hereto and incorporated herein by reference/as follows: Heather Glen Estates Unit No. 1, recorded at Book H of Maps at Page 31, Official Records of the County of Placer.

2. Declarant conveyed the Properties, subject to certain protective covenants, conditions, and restrictions, as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Properties and all of which shall run with the Properties as provided below.

3. The Original Declaration provided for an "adults only" restriction on the use and occupancy of the Properties. Permitted dwellings were limited to mobile home type construction.

4. The Properties consist of a total of 80 lots individually owned in fee. Common areas and certain water, gas pipeline, and other utilities and amenities are owned and operated by the Heather Glen Community Services District ("District"), a public special district organized under the laws of the State of California.

5. The Original Declaration delegated its administration and enforcement to the District. The Original Declaration did not make provision for its amendment.

6. The herein amendment to the Original Declaration has been approved by more than 50% of the property owners as required pursuant to Civil Code Section 1355, which applies to the amendment of governing instruments where no provision has been made for amendment.

7. It is the intention of the parties to generally separate the functions and duties of said District from the operation and enforcement of the herein Declaration, retaining the ownership and operation of the lands and facilities owned by said District to the District, and to vest with each and every owner the right to enforce this Declaration according to its terms. The Board of Directors of the District is delegated certain limited functions under this Declaration, which

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functions may be delegated to a different "Management Committee" by the Owners pursuant to the terms set forth below.

8. It is further the intention of the parties to confirm and establish the Properties as an adult, Senior Citizens housing project in conformance with the applicable provisions of California Civil Code Sections 51 et seq., and the Federal Fair Housing Amendments Act of 1988, to the extent that the Properties are not exempt from such provisions.

9. The Owners of more than 51% of the Lots within the Properties voted by written ballot to consolidate and restate the Original Declaration, all in accordance with the procedures for amendment set forth in California Civil Code Section 1351 et seq. It was the intention of said Owners to replace the Original Declaration in its entirety with the recordation of this Declaration. The Owners' action to amend and restate the Original Declaration as set forth herein and the fact that the requisite percentage of affirmative votes was achieved, is attested by the execution of this First Restated Declaration by duly authorized officers of the District, as required by California Civil Code section 1355. As so amended and restated, the covenants, restrictions and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

10. The Parties reaffirm that each and every lot in the Project shall be subject to the protective covenants, conditions, restrictions, limitations, reservations, charges and equitable servitudes between which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the Properties as an adult only Senior Citizens mobile home subdivision to be governed by this Declaration and the provisions of the Sterling-Davis Act (Civil Code Section 1350 et seq.), except that the terms of this Declaration, to the extent allowed by law, shall prevail over any inconsistent provisions of said Act.

ARTICLE I

Definitions

Section 1.1 . "**Declaration**" means this instrument, as it may be amended from time to time. The "Original Declaration" means and refers to the document referenced in the Recitals to this Declaration.

Section 1.2. "**Management Committee**" means the Board of Directors of the District, or such successor committee as may be appointed by the Board as provided for in Section 4.01 until such time as a different Committee is selected by the Owners.

Section 1.3. "**Permitted Health Care Resident**" means a person hired to provide live-in, long-term, or terminal health care to a Qualified Permanent Resident, or a relative of said Resident providing such services without compensation.

Section 1.4. "**Qualified Permanent Resident**" means a person who meets all of the following requirements:

- (a) Was residing with the Primary Qualified Resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Primary Qualified Permanent Resident.
- (b) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Primary Qualified Permanent Resident.
- (c) Has an ownership interest in, or is in expectation of an ownership interest in, the dwelling unit within the Project.
- (d) That such person's residency within the Project does not reduce the number of Primary Qualified Permanent Residents to less than 80% of all persons residing in the Project.

Section 1.5. The term "**Primary Qualified Permanent Resident**" means a person fifty-five (55) years of age or older.

Section 1.6. "**Improvement**" includes, without limitation, the construction, installation, alteration, or remodeling of any buildings, walls, decks, fences, swimming pools, landscaping, landscape structures, solar heating equipment, spas, antennas, utility lines, or any structure of any kind.

Section 1.7. "**Lot**" shall mean a separate transferable legal parcel as described on the subdivision map located with the Project.

Section 1.8 "**Mobile Home**" means a residential structure constructed, manufactured, and primarily assembled elsewhere for purposes of transport, and moved to the Project for final installation.

Section 1.9. "**Residence**" means a private, single family dwelling of a mobile home type constructed on a Lot.

Section 1.10. "**Owner**" means the record owner of a Lot within the Project.

Section 1.11. "**Single Family Residential Use**" means occupation and use of a mobile

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home for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy single family residential dwellings.

Section 1.12. "Subdivision Map" means the map for Heather Glen Estates Unit No. 1, as described in the Recitals.

ARTICLE II

Property Rights and Obligations of Owners

Section 2.1. **Persons Subject to Governing Documents.** All present and future Owners, tenants and occupants of Lots within the Properties shall be subject to, and shall comply with, each and every provision of this Declaration, as the same or any of them shall be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons. The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the occupancy of any Residence shall constitute the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of this Declaration, as the same or any of them may be amended from time to time, shall be binding upon said person and that said person will observe and comply with the Governing Documents.

Any rental or lease of a Residence shall be subject to the provisions of this Declaration, all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor shall provide any tenant or lessee with a current copy of this Declaration and shall be responsible for compliance by the Owner's tenant or lessee with all of the provisions of this Declaration during the lessee's occupancy and use of the Residence.

Section 2.2. **Owner's Duty to Notify Members of Tenants and Contract Purchasers.** Each Owner shall provide notice to the Management Committee of the names of any contract purchaser or tenant of the Owner's Lot. Each Owner, contract purchaser or tenant shall also provide notice of the status of the persons who will be occupying the Residence, including their age and relationship to the Owner for the purposes of determining whether such occupancy and use complies with the age restrictions set forth in this Declaration.

Section 2.3 **Compliance With Restrictions.** Each Owner shall observe, comply with and abide by any and all rules and regulations set forth in this Declaration, or promulgated by the Members in accordance with the terms of this Declaration for the purpose of protecting the interests of all Owners.

Section 2.4 Joint Ownership of Lots. In the event of joint ownership of any Lot, the obligations and liabilities of the multiple Owners under this Declaration shall be joint and several. Without limiting the foregoing, this subparagraph shall apply to all obligations, duties and responsibilities of Owners as set forth in this Declaration.

Section 2.5. Prohibition on Avoidance of Obligations. No Owner, by abandonment of the Owner's Lot or otherwise may avoid the burdens and obligations imposed on such Owner by this Declaration.

Section 2.6. Expenses Incurred in Gaining Member Compliance. In the event that a member or members incur any costs or expenses, to bring the Owner and/or his or her Lot into compliance with any provision of this Declaration, the amount incurred by such Owner(s), including, but not limited to, court costs and reasonable attorneys' fees shall be recoverable in any legal action brought for such purposes.

ARTICLE III

Use of Properties and Restrictions

In addition to the restrictions established by the following restrictions are hereby imposed upon the use of Lots and the roadways located about the Project:

Section 3.1 Use of Residences and Age Restrictions. All Lots within the Properties shall be used solely for the construction, installation and maintenance of mobile home type Residences whose occupancy and use shall be restricted to Single Family Residential Use by as defined in Section 1.11 hereof. Each Residence, if occupied, must be occupied by at least one (1) Primary Qualified Permanent Resident, except that upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the Primary Qualified Resident, any Qualified Permanent Resident shall be entitled to continue his/her occupancy, residency or use of the Residence as a permitted resident. Except as specifically provided in this Section, all other persons occupying a Residence shall be a Qualified Permanent Resident. A Permitted Health Care Resident may also occupy a Residence for any period that such person is actually providing live-in, long-term, or hospice health care to a Qualified Resident for compensation. The Primary Qualified Permanent Resident and Qualified Permanent Resident may have as guests persons under forty-five (45) years of age for periods of time, up to sixty (60) days total in any calendar year for each such guest. A handicapped child dependent of the Primary Qualified Resident or a Qualified Permanent Resident that is under the care of such a resident may be a guest for so long as the handicapped exists or until the termination of occupancy by the care providing Resident, and further, provided that the occupancy of such handicapped guests do not violate any state or

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federal requirements for Senior Citizen Housing projects. For the purpose of this Section, "Handicapped" shall mean any person suffering from a disability that requires the care of another. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation. The age restrictions set forth in this sub-section 3.1 shall not apply to any person that is a permanent resident of the Project on the Effective Date of this Declaration for the duration of that person's continuous residency. The lease of a residence to another for a period of one year or more shall be conclusively presumed an interruption of continuous residency. There shall be a rebuttable presumption that a continuous absence from the Project for a period of six (6) months or more shall constitute a termination of residency. A determination of an occupant's residency shall be determined based on prevailing rules of law pertaining to the qualifications for residency and the termination thereof applying the above presumptions, if the latter are more restrictive than such rules. Upon request by any Owner, the Management Committee may review and determine whether the existing or proposed use or occupancy of a Lot by specific individuals complies with the terms of this Section. Any such determination shall be binding, unless contested, in which case, the Mediation and Arbitration provisions set forth in Section 5.8 shall apply.

Section 3.2. Conveyances. Each Lot shall be conveyed as a separately designated and legally described fee simple estate, subject to this Declaration. All Lots and the Residences and other Improvements erected or placed thereon (including, without limitation, landscaping) shall at all times be maintained in such a manner as to prevent their becoming unsightly. No Lot may be further divided into separate legal parcels.

Section 3.3 Fire Hazard, etc. The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and natural drainage channels.

Section 3.4. Camping. No camping, whether temporary or permanent, and no temporary structures of any kind shall be permitted on any Lot.

Section 3.5. Improvement Compliance. No Improvement, including without limitation, a mobile home, fences, hedges, retaining walls, landscape or privacy structures shall be constructed, erected, or placed on any Lot except in compliance with this Declaration and upon the approval of the Management Committee. Any person desiring to construct or install an improvement shall first notify the Management Committee in writing, and shall provide a narrative description of the work to be performed together with any plans or specifications describing the work. The Management Committee may request in writing the submittal of such reasonable information as necessary to ascertain the nature of the proposed improvements. The

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Management Committee shall review and approve, or disapprove, the proposed improvements within 30 days of receipt of a complete written submittal. If the Management Committee fails to act within said 30-day period, then the improvements shall be deemed approved. The grounds for denial shall be limited to compliance with this Declaration.

Section 3.6. Skirts. All mobile homes shall be provided with adequate skirts to enclose the understructure from view.

Section 3.7. Driveways. Driveways shall be paved by concrete or asphalt for a distance of fifteen (15) feet from the street curb.

Section 3.8. Height. No improvements or additions to a mobile home unit may exceed 12 ft. in height if within five (5) feet of any rear or side property line, and otherwise, the maximum such height shall be fifteen (15) feet.

Section 3.9. Camper Trailers. Camper trailers, RV's and Boats must be stored on a Lot and anywhere except in the area between the street and the front of the residence.

Section 3.10. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private Residence or appurtenant structures within the Properties. Standard passenger vehicles, including bronco or blazer type trucks, and non-commercial trucks which do not exceed one and ½ ton in gross weight may be parked upon a Lot. No motor vehicle shall be constructed, reconstructed or repaired within the Properties and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Properties; provided, however that the provisions of this section shall not apply to minor vehicle repairs of less than 8 hours duration in any given two week period.

Section 3.11. Tree Removal. Trees on a lot may only be removed as necessary to install a mobile home and related improvements. The removal of dead or hazardous trees is permitted with the consent of the Management Committee, except that such consent shall not be required in the event that the tree in question constitutes an immediate threat of injury to persons or property.

Section 3.12. Off-Street Parking. Adequate off-street parking spaces shall be provided on each Lot. There shall be no overnight parking of vehicles on the street.

Section 3.13. Pets. Dogs and pets are to be confined to the owners lot, unless on a leash

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and are otherwise under the supervision and restraint of their Owners. No livestock or poultry of any kind shall be kept, bred or raised on any Lot or in any Residence.

Section 3.14. **Business License.** No activity requiring a business license may be conducted on a Lot.

Section 3.15. **Size.** No mobile home may be smaller than 10 ft. by 40 ft. unless installed and integrated with another structure, however, in no event shall such a structure provide more than 10% of the total combined living space of the mobile home and addition.

Section 3.16. **LP Gas.** All owners shall exclusively use common LP gas fuel facilities, and above ground fuel and gas storage tanks shall not be maintained on a Lot.

Section 3.17. **Signs.** No advertising signs shall be displayed on any Lot or posted within or upon any of the Properties except that an Owner may post on his or her Lot a single "For Rent" or "For Sale" sign of reasonable dimensions and appearance as stated in the Association Policies.

Section 3.18. **Prohibition of Noxious Activities.** No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or upon the Project roadways, nor shall anything be done within the Properties which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing, no Owner shall permit noise, including but not limited to barking dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Lot, which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Lot or the Common Area.

Section 3.19. **Garbage.** No rubbish, trash, or garbage shall be allowed to accumulate on a Lot. Any trash that is accumulated by an Owner outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers and facilities. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Properties to a public dump or trash collection area by the Owner or tenant at his or her expense.

Section 3.20. **Storage.** Storage of personal property on any Lot shall be entirely within enclosed storage areas.

Section 3.21. **Antennas and Similar Devices.** Owners are entitled to maintain antennas

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on their Residences which are designed for customary television and radio broadcast reception.

Section 3.22. **Maintenance of Driveways and Garages.** All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall be kept in a closed position at all times except: (i) when the garage door must be opened to permit the ingress or egress of vehicles or trailers parked in the garage, or (ii) when an Owner or resident is working in the garage area.

ARTICLE IV Management Committee

Section 4.01. The Board of Directors of the District are hereby confirmed and appointed the Management Committee. The composition of the Management Committee membership may change over time as Board Members are replaced, all in accordance with the law pertaining to the election and replacement of such members in their capacity as District Board members. The Board may elect to delegate its duties hereunder by appointing a successor Management Committee composed of three owners of a Lot in the Project, who shall serve at the pleasure of the Board, and who shall be subject to removal and replacement at any time by District Board action. The Board of Directors may elect to revert management to the Board by removal of all said successor lot owners at any time.

Section 4.02. The Management Committee shall have the duty of certifying any future Amendments to the herein Declaration, recording the votes by written ballot of any such Amendments for the purpose of said certification, keeping the records of Notices provided by Lot Owners pursuant to Section 2.2 hereof, making such records available for inspection during normal business hours at a location on the Properties, the review of improvement proposals by Owners pursuant to Section 3.5, and the determination of age restriction compliance pursuant to Section 3.1.

Section 4.03. The Owners may elect to terminate the District Board as the Management Committee and institute a different management system for the Project by amending this Declaration as provided in Article VI.

Section 4.04. The Management Committee and any Executive Committee may serve without bond, and shall have no duty to generally enforce the terms of this Declaration, other than the specific duties cited above. Further, without limiting the foregoing, said Committees shall have no personal liability for any negligent misconduct related to the exercise of their duties under this Declaration.

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Section 4.05. Nothing in this Declaration, or by implication from the conduct of Management Committee, shall be interpreted to create any right of recourse against the District or the members of the Board of Directors in their public capacity. Without limiting the foregoing, the funds of the District shall be immune from any judgment, claim, debt, or other liability of every kind arising from this Declaration or said conduct.

ARTICLE V Enforcement

Section 5.1. **Remedy at Law Inadequate.** It is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, tenant, occupant or user of any Lot to comply with any provision of this Declaration may be enjoined by appropriate legal proceedings instituted by any Owner.

Section 5.2. **Nuisance.** Without limiting the generality of the foregoing section 5.1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 5.3. **Costs and Attorneys' Fees.** In any action brought because of any alleged breach or default of any Owner or other party hereto under this Declaration, the court may award to any party in any such action such attorneys' fees and other costs as the court deems just and reasonable.

Section 5.4. **Cumulative Remedies.** The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

Section 5.5. **Failure Not a Waiver.** The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

Section 5.6. Rights Generally. In the event of a breach or violation of any provision of this Declaration by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or tenants, one or more Owners, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such covenants or restrictions through the use of such remedies as are available in law or in equity, including but not limited to the hiring of legal counsel and the pursuit of legal action. Notwithstanding the foregoing, no owner or other party, other than the party initiating such an enforcement action shall be liable for any judgment entered against the party initiating such an enforcement action for attorneys fees, costs, damages or otherwise, unless that other Owner or party has so agreed in writing.

Section 5.7. Definition of "Violation." A violation of this Declaration shall be defined as a single act or omission occurring on a single day.

Section 5.8. Mediation and Arbitration. Before instituting any judicial action, arbitration, or other proceeding arising out of any Owner's or resident's failure or alleged failure to comply with any provision of this Declaration the Owner who desires to initiate such action must make a good faith attempt to mediate the dispute pursuant to this paragraph. The Complaining Party shall send the other party (the "Responding Party") written notice of the nature of the dispute, the facts giving rise to its claim and its desire to mediate (the "Mediation Notice"). Should either party commence a judicial action, arbitration, or other proceeding without sending a Mediation Notice, the Responding Party shall be entitled to stay the action and request a Mediation Notice from the Complaining Party. The Mediation Notice shall name a mediator. The Complaining Party shall be obligated to pay any fee to initiate mediation, but the cost of mediation, including any attorneys' fees, shall ultimately be borne as determined by the parties if the mediation results in a settlement of the dispute. If the Responding Party does not agree with the complaining Party's choice of a mediator, the parties shall ask that the American Arbitration Association pick a mediator from its panel within ten (10) days from the Responding Party's receipt of the Mediation Notice. Within thirty (30) days after the mediator is chosen, the parties shall schedule and attend a mediation and attempt in good faith to resolve their dispute. If the mediation does not resolve the dispute or if the Responding Party refuses to attend, the Complaining Party shall be free to commence litigation. The requirements of this paragraph shall not apply under circumstances where the Complaining Party is entitled to a temporary restraining order or preliminary injunction in order to avoid irreparable harm or injury.

If the parties to such a dispute are unsuccessful at resolving any failure or alleged failure by the owner or by the owner's tenant to comply with this Declaration, the dispute shall be submitted to, and conclusively determined by, binding arbitration in accordance with this subparagraph 5.8., provided, however, that the provisions of this subparagraph shall not preclude any party from seeking injunctive or other provisional or equitable relief in order to preserve the

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status quo of the parties pending resolution of the dispute, and the filing of an action seeking injunctive or other provisional relief shall not be construed as a waiver of that party's arbitration rights. The arbitrators shall be selected by the parties from individuals affiliated with the Judicial Arbitration and Mediation Service, Inc. The arbitration shall be conducted in Placer County, California.

The parties shall submit to the arbitration all written, documentary, or other evidence and oral testimony as is reasonably necessary for a proper resolution of the dispute. Copies of all written submittals shall be provided to the arbitrator(s) and both parties. The arbitrator(s) shall conduct such hearings as (s)he/they consider necessary, may require the submission of briefs or points and authorities and may submit written questions to the parties. The parties shall respond to such questions in writing. If a question is addressed to less than all of the parties, copies of the question and the answer thereto shall be served on the other parties. At the hearing, any relevant evidence may be presented by any party and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator(s). Except as provided above, the arbitration procedures set forth in the California arbitration act statutes (CCP Section 1282-1294.2) shall apply to the arbitration.

The arbitration shall proceed with due dispatch and a decision shall be rendered within 45 days after appointment of the arbitrator(s). The arbitrator(s)' decision shall be in writing and in a form sufficient for entry of a judgment in any court of competent jurisdiction and in a form sufficient for entry of a judgment in a court of competent jurisdiction in the state of California. The arbitrator(s)' decision shall pertain, and shall be limited to, the granting of damages not to exceed any party's actual out-of-pocket expenses and the costs of undertaking any repairs, maintenance or reconstruction relating to the dispute and the award of any injunction or other equitable relief. In no event shall the arbitrator(s)' award include any component for punitive or exemplary damages. Costs of the arbitration proceeding shall be borne as determined by the arbitrator(s).

ARTICLE VI

Amendment of Declaration

Section 6.1. Amendment in General. This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of the owners of not less than 51% percent of the Lots. With respect to any vote hereunder the Association shall be entitled to accept the vote of any Owner of Record of a Lot as the vote of all Owners of Record of such Lot. Only one vote per Lot is permitted, and fractional voting shall not be allowed. If a vote is contested in writing as to any particular Lot by one or more co-owners of record, the vote for that Lot shall be disregarded. Any Owner or Owners desiring to Amend the Declaration shall be solely responsible to ascertain the identity of Owners of Record, to solicit their written consent to any

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Amendment, by Ballot or other written instrument duly acknowledged, and to submit the ballots or other written instruments to the Management Committee, together with any supporting documentation necessary to validate the votes in question.

Section 6.2. Effective Date of Amendment. The amendment will be effective upon the recording in the Office of the Recorder of Placer County a Certificate of Amendment, duly executed and certified by the Management Committee, or upon the signature, duly acknowledged, of the owners of not less than 51% of the Lots, setting forth in full the amendment so approved and that the approval requirements of Section 6.1., above, have been duly met.

Section 6.3. Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE VII

General Provisions

Section 7.1. Term. The covenants, conditions, restrictions, limitations, reservations, liens, charges and equitable servitudes contained in this Declaration shall run with, and shall benefit and burden the Lots as herein provided, and shall inure to the benefit of and be binding upon the Owners, and their respective successors in interest, for the term of 60 years from the date of the recording of this Declaration, after which time the same shall be automatically extended for successive periods of 10 years each unless, within 6 months prior to the expiration of the initial 60-year term or any such 10-year extension period, a recordable written instrument, approved by the owners of a majority of the Lots in the Project calls for its lapse and termination.

Section 7.2. Construction of Declaration.

(a) **Restrictions Construed Together.** All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Properties as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

(b) **Restrictions Severable.** Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

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(c) **Singular Includes Plural.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

(d) **Captions.** All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

(e) **Exhibits.** All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

(e) Any duties of the District as set forth herein shall be deemed solely in their capacity as private individuals arising under this Declaration, and not in furtherance of their public office.

IN WITNESS WHEREOF, the undersigned does certify that the herein First Amendment has been approved by more than 50% of the owners of lots within the subdivision in conformance with Civil Code § 1355.

Dated: February 17, 1998

BY: David T. Longden
Mr. David T. Longden, President
Heather Glen Estates, Unit #1 CSD

Elaine M. Hussey
Secretary to the Board

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