

Return to:  
Great Lakes Dev Co Inc.  
1675 Sabre Street  
Hayward, Calif. 94545  
Attention: D. C. Mac Donald

9350

RECORDED AT REQUEST OF  
*Great Lakes Dev. Co., Inc.*  
OFFICIAL RECORDS - CALAVERAS CO., CALIF.

1971 DEC 30 PM 2:40

*Howard Johnson*

RECORDER FEE \$ 12.40

INDEXED

DECLARATION OF ADDITIONAL RESTRICTIONS

COPPER COVE SUBDIVISION AT LAKE TULLOCH

UNIT NO. 8-A

THIS DECLARATION, made this 30th day of December, 1971 by GREAT LAKES DEVELOPMENT CO., INC., a Nevada Corporation ("Declarant"), is made in light of the following facts and circumstances:

A. Declarant is the owner of all of the real property set forth and described on that certain map ("Map") entitled "Copper Cove Subdivision at Lake Tulloch, Unit No. 8-A, Tract 236" (consisting of six sheets marked respectively "Sheet 1 of 6 Sheets" through "Sheet 6 of 6 Sheets", which said Map was recorded in the Office of the County Recorder of Calaveras County, California, on November 15, 1971, in Map Book No. 4, Page No. 10.

B. There are 187 subdivided lots set forth and described in the aforementioned Map of Unit No. 8-A.

C. Declarant intends to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme of improvement for the benefit of all of said lots and the future owners of said lots.

D. All of the real property described in the Map comprises in the aggregate a portion of Copper Cove at Lake Tulloch Subdivision ("Subdivision"), of which said Subdivision Units 1, 2, 3, 4 and 7 have heretofore been established by recordation of those certain final maps described and recorded as follows, to wit:

1. Final Subdivision Map of Copper Cove at Lake Tulloch Subdivision Units Nos. 1 and 2, Tract 208, recorded May 19, 1969 in the Official Records of Calaveras County, Book 3 of Maps;

2. Final Subdivision Map of Copper Cove Subdivision at Lake Tulloch Units Nos. 3 and 4, Tract 211, recorded August 18, 1969 in the Official Records of Calaveras County, Book 3 of Maps;

3. Final Subdivision Map of Copper Cove Subdivision at Lake Tulloch, Unit No. 7 Tract No. 216, recorded December 1, 1969, in the Official Records of Calaveras County, Book 3 of Maps;

E. Said Units 1,2,3,4 and 7 have been subject to the mutual and beneficial restrictions, covenants, conditions and charges aforementioned by recordation of the following described documents:

1. "Declarations of Establishment of Conditions and Restrictions, Copper Cove at Lake Tulloch Subdivision", recorded June 11, 1969 in the Official Records of Calaveras County, Book 280, Page 167 (affecting Units 1 and 2) (hereinafter referred to as "General Restrictions");

2. "Declaration of Restrictions, Copper Cove at Lake Tulloch Subdivision, Unit No. 3 and 4," recorded September 18, 1969 in the Official Records of Calaveras County, Book 284, Page 547 (affecting Units 3 and 4); and

3. "Declaration of Restrictions, Copper Cove at Lake Tulloch Subdivision, Unit No. 7," recorded December 8, 1969 in the Official Records of Calaveras County, Book 288, Page 670 (affecting Unit 7).

F. All of the real property described in the Map (as hereinafter referred to) comprises in the aggregate one subsequent unit of the Subdivision.

G. Other real property of Declarant may be annexed to said Subdivision in the manner provided in Paragraph 4 of said General Restrictions and upon such annexation shall become a part of the Subdivision and shall become subject to said General Restrictions, and to any further restrictions made applicable thereto.

WHEREFORE, Declarant hereby declares that all of the aforementioned lots of said Unit No. 8-A (excepting as hereinafter set forth) are held and shall be held conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved in all respects (excepting as hereinafter specifically set forth) subject to said General Restrictions which are hereby referred to and made a part hereof as fully as if set forth herein at length, and to any additional restrictions, covenants, conditions or charges ("Additional Restrictions") hereinafter set forth, (all being together herein referred to as "Restrictions"), all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Map and of the Subdivision as a whole. All of said Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such restrictions. In the event of any conflict or inconsistency in the provisions of the General Restrictions and the Additional Restrictions as applied to lots in Unit 8-A subject thereto, the provisions of the Additional Restrictions (hereinafter set forth) shall in all cases apply and govern, any provision in the General Restrictions to the contrary notwithstanding.

ADDITIONAL RESTRICTIONS

1. Application of Restrictions.

The Restrictions (including these Additional Restrictions) shall apply to all subdivided lots in Unit 8-A

2. Designation of Lots in Unit 8-A.

Hereinafter set forth by number description are the respective lots comprising Unit No. 8-A (subject to said Restrictions) and the zoning presently in effect as to each:

(a) Commercial:

8-A- through 8-A-16

(b) Multiple Residential:

8-A-17 through 8-A-32

(c) Mobile/Modular Home Residential:

8-A-13 through 8-A-181

(d) Common Areas:

8-A-183 through 8-A-185  
(Community recreation areas-parks)  
8-A-186 (Dry boat storage area)  
8-A-187 (Community recreation area)

3. Copper Cove Unit 8-A Owners' Association.

In addition to membership in the existing Copper Cove at Lake Tullock Owners' Association ("Copper Cove Association") pursuant to the General Restrictions, it is the intention of Declarant to create and to provide for membership by the owner of each lot in Unit No. 8-A subject hereto in a separate owners' association to be known as the Copper Cove Unit No. 8-A Owners' Association ("8-A Association"). Declarant shall form said 8-A Association as a nonprofit California corporation to provide for the maintenance, preservation, regulation and architectural control of the lots and common areas within Unit No. 8-A. All rights, privileges, powers, duties and functions of Declarant with respect to such regulation and control of lots in Unit No. 8-A shall inure to and vest in the 8-A Association upon the elapse of the period of three (3) years from the date of recordation hereof, if not sooner by act of Declarant.

4. Purpose and Powers of S-A Association.

The S-A Association shall not contemplate pecuniary gain or profit direct or indirect but shall promote the health, safety, and welfare of the owners and residents and shall:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the S-A Association as set forth in this Declaration;

(b) Be empowered to own, acquire, build, operate, and maintain recreation parks, playgrounds, swimming pools, golf courses, commons, streets, foot paths, including buildings, structures, a master antenna system, and personal properties incident thereto, hereinafter referred to as the "common properties";

(c) Fix, collect and enforce payment by any lawful means, of all charges or assessments levied against the common properties, pursuant to the terms of this Declaration;

(d) Enforce the Restrictions and agreements applicable to the common properties and to the individual lots in Unit No. S-A;

(e) Pay all necessary expenses in connection with the foregoing and all office and other expenses incidental to the conduct of the business of the S-A Association, including all applicable licenses, taxes or governmental charges, premiums for fire, casualty, liability and other insurance, costs of upkeep and maintenance of the common properties and other necessary expenses;

(f) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, hypothecate, transfer, and dedicate for public use or otherwise dispose of any real or personal property, in connection with the affairs of the S-A Association;

(g) Be empowered to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed and debts incurred;

(h) Insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors of said S-A Association will promote the common benefit and enjoyment of the members of the S-A Association;

(i) Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of California may by law now or hereafter have or exercise.

5. Membership and Voting Rights in S-A Association.

(a) Membership

Every person or entity including Declarant who is a record owner of a fee or undivided fee interest in or a contract purchaser (not in default) of a lot

which is subject to assessment by the B-A Association, shall be a member of the B-A Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Voting Rights

(1) Members shall be entitled to one vote for each lot in which they hold the interest required for membership by subparagraph (a) above. When more than one person holds such interest or interests in any lot all such persons shall be members, and 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 such lot.

(2) Declarant shall be entitled to one vote for each lot in which it holds the interests required for membership by subparagraph (a) above.

(c) Meetings of the B-A Association

Annual and special meetings of the membership of the B-A Association shall be as established in the By-laws of said Association; provided, however, that the first annual meeting of the B-A Association shall be held after 51 percent of the lots in Unit B-A have been sold or within one year after sale of the first lot, whichever shall first occur.

(d) Operation and Management of the B-A Association

Operation and management of the B-A Association shall be conducted by its Board of Directors. Members of the Board of Directors shall be elected by the membership of the B-A Association; provided, however, that the first members shall be appointed by Declarant and shall serve until the first annual meeting of the B-A Association. All matters respecting the operation, management and control of the B-A Association, and the rights of members thereof, shall be governed by the provisions of this Declaration and of the B-A Association's Articles of Incorporation and By-laws, as duly constituted from time to time. In case of conflict between provisions of said Articles, By-laws and this Declaration, effect shall be given first to the provisions of this Declaration, then the Article, and then the By-laws.

6. Property Rights in the Common Properties

(a) Association Agreement

Declarant hereby agrees within the period set forth in Paragraph 3 above, to deed, convey, transfer, release and assign all of its right, title, estate, interest, and its obligations, powers, and reservations under this Declaration as to said Common Properties (together with improvements thereon and incidents and appurtenances thereto) to the B-A Association for the purposes set forth herein. Upon such transfer, all obligations of Declarant with respect to said common properties shall cease and determine.

(b) Members Right of Enjoyment

Subject to the provisions of subparagraph (c), membership in the 8-A Association shall entitle such member, in common with all other members, to a right of enjoyment in and to the common properties. The 8-A Association shall make no rule or regulation governing the use and enjoyment of the common properties which shall abridge or limit the right of each member in good standing to such use and enjoyment in common with all other members.

(c) Extent of Members' Rights

The rights of enjoyment created hereby shall be subject to the following:

- (1) The right of the 8-A Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the 8-A Association and all rights of the members hereunder shall be fully restored;
- (2) The right of the 8-A Association to take such steps as are reasonably necessary to protect the above-described common properties against foreclosure;
- (3) The right of the 8-A Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and, for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations; and
- (4) The right of the 8-A Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility upon written agreement of members, entitled to cast two-thirds (2/3) of the votes of the membership.

7. Covenant For Maintenance Assessments

(a) Creation of the Lien and Personal Obligation of  
Unit 8-A

Declarant for each lot owned by it within Unit 8-A hereby covenants and each owner of any lot by acceptance of a deed therefor, or the execution of a real estate purchase agreement, whether or not it shall be so expressed in any such deed or other conveyance or real estate purchase agreement, shall be deemed to covenant and agree to pay to the 8-A Association: (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, establish, and collected from time to time as hereinafter provided. The monthly and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner or contract purchaser of such property at the time when the assessment fell due.

(b) Purpose of Assessments

The assessments levied by the 8-A Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members and in particular for the safeguarding, improvement, mortgage retirement and maintenance of common properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, including but not limited to the construction of improvements thereon, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof; as well as cost of management and operation of the 8-A Association itself.

(c) Basis and Maximum Monthly Assessments

Regular monthly assessments shall be assessed by the Board of Directors and shall commence at such time as determined by the Board after commencement of operation of the Association. The amounts so assessed shall be reasonable in keeping with the purposes hereinbefore set forth, but shall not, except as provided in subparagraph (e) below, exceed the maximum limits established in the By-laws from time to time.

(d) Special Assessments for Capital Improvements

In addition to the regular assessments authorized by subparagraph (c) above, the B-A Association by action of its Board of Directors 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 described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least a majority of all of the votes of the membership (excluding votes attributable to lots owned at such time by Declarant), taken in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(e) Change in Basis and Maximum of Monthly Assessments

The B-A Association by action of its Board of Directors may change the maximum amount of the regular assessments fixed by subparagraph (c) hereof prospectively for any such period as to occupied or unoccupied lots provided that any such change shall have the assent of two-thirds of the votes of members who are voting in person or by proxy and are affected by such change at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(f) Quorum of Any Action Authorized Under Subparagraph (d) and (e)

The quorum required for any action authorized by subparagraphs (d) and (e) hereof shall be as follows:

At the meeting called for such purpose, the presence of members, in person or by proxy, entitled to cast 50 percent of all the votes of membership shall constitute a quorum. If the required quorum is not met at any such meeting, said meeting shall adjourn to a time not less than 48 hours nor more than 10 days from the time of such original meeting. Notice of such adjourned meeting need not but may be given. The required quorum at the adjourned meeting shall be one-half of the required quorum at the original meeting.

(g) Due Date for Monthly Assessments, Place of Payment

The assessments for each month shall become due and payable on or before the tenth day of the succeeding month. Payment of assessments shall be made to the Board of Directors of the B-A Association at its office, or at such other location as it shall designate from time to time. The date of any special assessment under subparagraph (d) hereof shall be fixed in the resolution authorizing such assessment.



(h) Liability of Declarant for Assessments

Declarant shall be liable for assessments on each lot owned by it until any such lot is conveyed or sold under real estate purchase agreement, and the purchaser or grantee thereof shall thereafter be liable for such assessments. In the event lots sold or conveyed are thereafter for any reason vested again in Declarant, Declarant shall again become liable for the assessments due and payable upon such lot during the period it is held by Declarant.

(i) Duties of the Board of Directors

The Board of Directors of the S-A Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessment applicable thereto which shall be kept in the office of the S-A Association and shall be open to inspection by any member. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The S-A Association shall upon demand at any time furnish to any member liable for such assessment a certificate in writing signed by an officer of the S-A Association, stating whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(j) Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of the S-A Association

Assessments not paid on the date when due (being the dates specified in subparagraph (g) hereof), shall be delinquent and shall, together with interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the lot against which made. In addition, such assessment shall be the personal obligation of the owner of such lot and shall remain his personal obligation for the statutory period. The S-A Association shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of mechanics and materialmen's liens in the State of California. No claim against Declarant shall constitute a defense nor set off in any action by the S-A Association for non-payment of any such assessments or resultant charges.

(k) Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages or of any improvement bond or district obligations now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such

property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

(1) Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all common properties; (3) all properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

(m) Regulation of Use of Lot No. 8-A-2.

All matters concerning regulation of the use and operation of Lot No. 8-A-2 shall be subject to the authority of the Board of Directors. In making its determinations in such matters, the Board shall give paramount consideration to the vote of the owners of a majority of Lots Nos. 8-A-1 through 8-A-16.

8. General Provisions

(a) Notices

Any notice required to be sent to any member of the 8-A Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as member on the records of the 8-A Association at the time of such mailing. The time for giving notice shall be established by the provisions hereof and of the By-laws of the 8-A Association.

(b) Severability

In the event of conflict between provisions of this Declaration, the more restrictive shall govern. If any paragraph, section, sentence, clause or phrase of the conditions and covenants herein contained shall be held by any court of competent jurisdiction to be unlawful, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby, but shall be given full force and effect without regard to such unlawful, null or void provision. It is hereby declared that each and every condition, covenant, paragraph, section, sentence, clause and phrase herein contained would have been and is imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall be held to be unlawful, null or void.

(c) Enforcement

If any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, terms, provisions or covenants hereof, any other owner of any other lots in Unit 8-A shall have the right to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, terms, provisions or covenants and to prevent him or them from so doing and to obtain recovery for each violation. In order to enhance and protect the value of the lots described herein such right of enforcement of the conditions, terms, provisions and covenants hereof shall continue in Declarant, its successors and assigns, whether or not Declarant shall at such time be a lot owner in Unit 8-A. Breach of any of the foregoing conditions, terms, provisions or covenants shall not in any wise affect the validity of any mortgage or lien made in good faith and for value and not made for the purpose of defeating the purposes of such reservations and restrictions.

9. Specific Limitations, Covenants, Agreements, Restrictions, Conditions, Easements and Charges

(a) No building (addition or accessory), mobilehome or fence, wall or planting exceeding two feet in height, or other structure or improvement shall be commenced, created or maintained, nor shall any addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location, and the approximate cost of such structure or improvement, have been submitted to and approved in writing by the Declarant. Declarant's failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof by Declarant shall be deemed to constitute its approval thereof.

(b) No building, structure, mobilehome, addition or accessory, shall be located on any lot or parcel of land nearer than:

- 5 feet from the front lot line;
- 6 feet from the rear lot line; or
- 5 feet from any side lot line,

as shown in the aforementioned recorded final map of Unit 8-A. Declarant may at any time or times, in its sole discretion, release any lot or parcel of land from the restrictions contained in this paragraph, upon such terms and conditions as it shall deem appropriate.

(c) No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to other owners of lots in Unit 8-A.

(d) No well or septic tank shall be constructed without the prior written approval of Declarant.

(e) Any lot owner may display on such lot a sign of customary and reasonable dimensions, advertising the lot for sale. No other signs or advertisements shall be displayed on Lots 8-A17 through 8-A181 inclusive or in easements or rights of way, except as permitted by Declarant in writing.

(f) No boat, boat trailer, travel trailer, camp trailer, or any similar personal property, shall be stored in Unit 8-A without the prior written approval of Declarant.

(g) Mail boxes shall be only of the design approved by Declarant, and may only be placed in locations designated by Declarant.

(h) Each owner of a lot shall maintain the entire lot in a neat and clean condition at all times and shall, within ninety (90) days of the installation of a mobilehome, skirt the same by enclosing (using good and substantial materials) the entire space between the mobilehome and the ground. Each owner of a lot shall provide and maintain at least minimal landscaping on the entire lot, consisting of a grass lawn and/or other plant ground cover and/or paving, consisting of crushed rock, brick, cement, or other similar materials. Declarant reserves the right, but shall have no obligation, to enter upon all lots, blocks, or parcels of land to care for, cut grass, remove rubbish, and keep all lots, blocks or parcels of land from creating an unsightly appearance, and to charge the owner of said lot, block or parcel of land the actual cost plus 10% for services performed in alleviating such unsightly appearance.

(i) All mobilehomes located on Lots 8-A 31 through 8-A 181, inclusive, shall be, a minimum of 36 feet in length and a minimum of 12 feet in width, unless otherwise permitted in writing by Declarant. All mobilehomes must have a complete sanitary facilities, including, among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements.

(j) All drying of laundry must be conducted in areas on individual lots that are completely screened from view of any adjacent lot or lots. Clotheslines or drying racks shall be no more than six (6) feet in height.

(k) Television reception within Unit 8-A shall be by means of underground television cable. A monthly service charge for said cable facilities shall be paid by each lot owner using said underground television cable facilities. No television or radio antenna or towers shall be erected or maintained without the prior written consent of Declarant.

(l) No animals or pets, whether household or otherwise, shall be kept in said tract, except in areas designated in writing by Declarant.

(m) Not more than one mobilehome shall be placed on each lot or parcel of land, with the exception of two or more mobilehomes joined to form a single dwelling as approved and designated by Declarant. A lot or parcel of land may be occupied by only one single-family mobilehome.

(n) No lot or part of a lot or parcel of land in said tract shall be regraded without the prior written consent of Declarant.

(o) Lots 132 through 181 are hereby designated as adult residences and all full time occupants of same must be sixteen (16) years of age or older.

(p) In the event of any violation of any of the covenants, agreements, easements, conditions, or the nonpayment of any of the charges herein, Declarant or any person, firm or corporation to whom Declarant shall have assigned the right, shall be entitled to proceed in law or in equity to enforce compliance or to foreclose such lien or charge, or to recover damages, or to obtain such additional remedy as may be available. All such remedies shall be cumulative, and the bringing of such an action, or the failure to do so, by anyone so entitled, shall not affect the right of another to avail himself or itself of any available remedy. Failure to bring such legal action by any lot owner or Declarant, or any person, firm or corporation, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto; nor shall such failure give rise to any claim or cause of action against Declarant or such lot owner.

(q) The covenants herein contained shall run with the land, and, unless otherwise stated or terminated by Declarant in accordance with the provisions hereof, shall bind all persons in interest, all owners of lots, blocks or parcels of land, and their heirs, legal representatives, successors and assigns, until January 1, 2000 A.D., which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by action of the owners of a majority of lots in Unit 8-A, said covenants shall be amended, changed or terminated in whole or in part. Such amendments, changes or terminations shall be effected by instrument in writing duly executed and recorded in accordance with law.

IN WITNESS WHEREOF Declarant has executed this Declaration the date and year first above written.

GRFAT LAKES DEVELOPMENT CO., INC.

By: [Signature]  
President

By: [Signature]  
Vice President and Assistant Secretary



State of California  
County of Alameda

} SS

On this 20th day of December in the year One Thousand  
Nine Hundred and Seventy One before me Edna K. Hawley

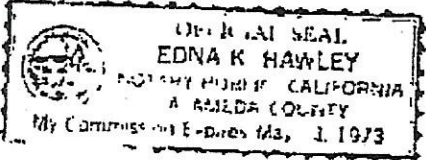
a Notary Public in and for the County of Alameda, State of California, residing therein, duly commis-  
sioned and sworn, personally appeared Marcus P. Hickerson

known to me to be the President and Louis B. Miller  
known to me to be the Vice President & Asst. Secretary of the Corporation that executed the within instrument and the off-  
cers who executed the within instrument on behalf of the Corporation Verona named, and acknowledged  
to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and  
year in this certificate first above written.

*Edna K. Hawley*  
NOTARY PUBLIC  
In and for the County of Alameda, State of California

BOOK 330 PAGE 308



CORPORATION ACKNOWLEDGMENT  
Form No. 102-A S.F.A. - 6/1/66  
My Commission Expires 5/23/73