

GRASSY RUN HOMEOWNERS' ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS

May 30, 1974
Amended September 17, 1975
Amended October 20, 1977
Amended April 17, 1983
Amended August 3, 2005
Amended May 2, 2009
Amended May 27, 2009
Amended January 24, 2019

THIS DECLARATION originally made this 30th day of May 1974, WITNESSETH:

WHEREAS, OWNER, being those persons who have executed this Declaration hereinbelow, is the owner of the real property situated in the County of El Dorado, State of California, more particularly described in Exhibit "A" and incorporated herein by reference; and

WHEREAS, Owner desires to restrict within the manner and method provided by law the development and use of the said real property; and

WHEREAS, Owner does desire to provide for an association of homeowners to control the use of said property; now, therefore,

OWNER declares that the real property hereinbefore described and such additions thereto as may hereafter be made pursuant to these Declarations, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. The following words, when used in this declaration or any Supplemental Declaration, shall have the following meaning:

- (a) "Association" shall mean and refer to the GRASSY RUN HOMEOWNERS' ASSOCIATION.
- (b) "The properties" shall mean and refer to all such existing properties and additions thereto, and are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Parcel" shall mean any parcel, lot, or plot of land where composed of minimum acreage as required by El Dorado County Zoning.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or plot situated upon the property, but shall not mean or refer to any lien holder unless or until such lien holder has acquired title due

to foreclosure or any proceeding in lieu of foreclosure.

(e) "Members" shall mean and refer to all those owners who are members of the Association as provided in Article II.

(f) "Regional Committee" shall mean and refer to all those owners who are members of the Association and who share a specific interest due to the location of their parcels.

ARTICLE II - PROPERTIES SUBJECT TO THIS DECLARATION - ADDITIONS THERETO

Section 1. The real property which is and shall be held, transferred, sold, conveyed or occupied subject to this Declaration is located in the County of El Dorado, State of California, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All of which real property shall hereinafter be referred to as existing property.

Section 2. Additional land may become subject to this Declaration upon affirmative vote of a majority of the members of the Association. The terms and conditions of any such annexation and increase in the membership is to be approved by such affirmative vote of a majority of the members after a meeting called in conformity with the By-Laws of said Association.

ARTICLE III - PROPERTY RIGHTS

Section 1. The owners of every parcel and members of the Association shall have a non-exclusive right to any and all easements over and across roads in the existing property, together with any additions thereto.

Section 2. The rights and easements of enjoyment created hereby shall be subject to the following:

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

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

(c) The right of the Association, as provided by its Articles of Association and By-Laws to suspend the enjoyment rights of any member for any period during which an assessment remains unpaid, and for any period, not to exceed thirty (30) days, for any infraction of its published rules and regulations provided that no such suspension shall be effective unless

and until said member has been afforded the opportunity of a hearing, notice and the conduct of which shall be in accordance with the rules and regulations for administrative hearings as set forth in the California Administrative Code.

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

(e) The right of the Association to control traffic on the private road network within the property to the extent of restricting speeds and or noise level. The requirement for local control may be initiated by any individual property owner petitioning to the Board of Directors. The means of control shall be determined and implemented by the Board of Directors.

ARTICLE IV - COVENANT FOR ASSESSMENTS

Section 1. The Owner, for each parcel owned by anyone in the properties hereby covenants and each owner of any lot or plot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges or dues;

(b) Special assessments for maintenance, repairs and improvements required by regional committees, and for financing and paying for subsequent stages of construction of the private roads, gates and associated structures and facilities within the property, and special assessments for the purpose of installing, maintaining, and replacing street name signs, traffic control signs, gates and associated structures and facilities on or adjoining the private roads within the property, all such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the owner or person who was the owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be

used exclusively for the purpose of promoting the health, welfare, safety, comfort, and recreation of the residents in the properties and for the purpose set forth in subparagraph (b) of foregoing Section 1. hereof.

Section 3. Until the year beginning 1975, the annual assessment shall be \$20.00 per year per parcel payable annually, and from and after 1975, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) and at the end of such period of three (3) years for each succeeding period of three (3). Owner shall pay their proportionate share of the annual assessments, in proportion to the units or parcels owned by the Owner.

Section 4. In addition to the annual assessments authorized by Section 3 hereof, 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 costs of maintenance, repair and replacement of the roads, gates and associated structures and facilities, and the cost of maintaining, repairing, improving, financing and paying for subsequent stages of construction of private roads, gates and associated structures and facilities within the property and for the purpose of installing, maintaining and replacing street name signs, traffic control signs, gates and associated structures and facilities on or adjoining the private roads within the property.

Section 5. Subject to the limitations of Section 3 hereof and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of a majority of the vote of members voting in person or by proxy; provided further that the limitation of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Association and under its By-Laws and under Article II, Section 2 thereof.

Section 6. Any such assessment as provided in Section 4 hereof and Section 5 hereof, shall have the assent of the majority of the vote of members who are voting in person or by proxy at the meeting to be called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance setting forth the purpose of the meeting.

Section 7. The quorum required for any action authorized by Section 4 and by Section 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast a majority of all votes of the membership shall constitute a quorum. In the event a quorum is not present, the meeting may be adjourned, and at the adjourned meeting the members present in person or by proxy shall constitute a quorum.

Section 8. The annual assessments provided for herein shall

commence on the date fixed by the Board of Directions of the Association to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for commencement. The assessments for any year, after the first year shall become due and payable on the first day of January of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. The Board of Directors of the Association shall fix the date of commencement and the amount of assessment against each plot or lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and the assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether or not said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. If the assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as are hereinafter provided, thereupon become a continual lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate set by the Board of Directors, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, to be fixed by the Court, together with the costs of the action.

Section 11. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the property subject to the assessment; provided, however, that such subordination shall only apply 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 property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. All property which is subject to this Declaration shall be exempted therefrom to the extent of any easement therein dedicated and accepted by any local public authority and devoted to public use, and also all properties exempted from taxation by the laws of the State of California.

ARTICLE V - BUILDING RESTRICTIONS

Section 1. Uses and improvements.

(a) One detached single family private residence, a private garage for the use of the occupants of such residence, and other usual and appropriate out buildings and structures incident and appurtenant to a private residence shall be erected or maintained on any parcel on the lands and properties subject to these restrictions and no use whatsoever, except in connection with its use and improvement as a site and grounds for such buildings, shall be made of any parcel herein. The term "private residence" is intended to exclude every other form of dwelling for the occupancy of more than one family and is intended to exclude boarding houses, lodging houses, sanitariums, and hospitals, but is not intended to exclude a "guest house" incident to a private residence for the entertainment of social guests, nor servants' quarters for servants or other employees employed on the premises.

(b) No form of business, commercial, manufacturing or storage enterprises or activity or exploration for or production of minerals, stone, gravel, oil, gas or other natural resources shall be conducted or maintained on any parcel within the existing property, except those allowed by the El Dorado County Zoning Ordinance Section 9412.2., Regulations of RE, Estate Residential Districts portion (c) (1) which states as follows:

(c) The following uses are allowed by right, without special use permit or variance:

(1) One Family Detached Dwelling:

- (a) The renting of one room within the dwelling;
- (b) Guest house, not to exceed 400 square feet with an existing dwelling;
- (c) Accessory use and structures including, but not limited to garage, swimming pool, pump house, boat house;
- (d) Home occupations such as accountant, advisor, appraiser, architect, artist, attorney, author, broker, dressmaker, draftsman, dentist, handicrafts, insurance, photographer, physician, therapist, musician, teacher, and other similar occupations normally conducted by mail or telephone on the

premises where said activities do not create a traffic problem; provided that instruction is not given to groups in excess of four, and concerts or recitals are not held, and no display of goods is available from the outside of the property, such use must be carried on in the main building and be incidental to the residential use of the premises and be carried on by a resident thereon; However, none of the above stated "home occupations" shall be allowed without the written consent, and any conditions which may be attached thereto, of the Grassy Run Homeowners' Association.

(c) The residential dwelling so constructed shall have a minimum of fourteen hundred (1400) square feet interior floor space and all plans, construction and landscaping shall be approved by an architectural committee to consist of and be identical with the Board of Directors of the Homeowners' Association.

(d) No junked cars, unsightly material, scrap, waste, or equipment not enclosed shall be allowed on any of the properties herein described.

(e) No hunting, preying on wildlife or discharge of weapons shall be allowed on any property herein.

(f) No trees larger than 6" in diameter shall be removed from any of the properties herein described without the approval of the architectural committee.

Section 2. No building, projection, or any part thereof, shall be erected on any parcel nearer than fifty (50) feet from any parcel line.

Section 3. Easements, within the existing property, are reserved for the construction, maintenance and operation therein or thereon of pipes, conduits, ditches, and appurtenances, for the purpose of providing drainage, paths, riding trails, or public services and facilities. No interference shall be made with the free use of such easements for the purposes for which they are intended. All utilities installed within said easements shall be underground.

Section 4. No billboards or other advertising devices shall be erected or placed upon any parcel within the properties except as follows: The name and profession of any professional person may be displayed upon any dwelling house on a sign not exceeding 200 square inches in area. No more than one "For Sale", "For Lease", or "For Rent" sign, plus one builder's sign during construction of a residence shall be displayed upon any parcel and such signs shall not be larger than 18 inches by 24 inches in size; provided, however, that in the course of developing or improving the properties and parcels, the Owner or his agent or builder may erect and display larger signs.

Section 5. All utilities installed on a parcel within the properties shall be underground.

Section 6. No structure or building other than a completed residence shall be used or occupied as a dwelling place on any parcel within the properties. No tents, trailers, mobile homes, or other temporary habitations shall be used, except during the construction period of the residence.

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

In the event of cessation of construction of any building for a period of 120 days where such cessation is not excused by the provisions hereof, the existence of such incomplete buildings shall be deemed to be a nuisance and the Owner or any other Owner of property subject to this Declaration shall have the right to enter upon said uncompleted property and remove the same or carry such construction work to completion, and the expense incurred in connection with the removal or completion of such building shall become a lien upon the land and improvements thereon upon which such building is situated, which said lien may be foreclosed either as a mechanic's lien or as a mortgage or deed of trust made on real property.

ARTICLE VI - GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or by the Owner of any land subject to this Declaration for a term of thirty-five (35) years from the original date of recording of this Declaration [May 30, 1974], after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless precluded by the votes and/or written signatures of a majority of the then members of the Association, agreeing to change such covenants and restrictions in whole or in part, provided that written notice of any proposed change or changes has been mailed to every Owner or member of the Association at least thirty (30) days in advance of any action to adopt such change or changes.

Section 2. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as a member or as an Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation thereof or to recover damages

therefore, against the land to enforce any lien created by these covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter.

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

Section 5. No parcel or building within the properties shall be used for the keeping or breeding of fowl or animals of any kind for commercial purposes. A reasonable and usual number of household pets and domestic animals may be kept for the pleasure of the occupants of the premises where kept, but the same shall not be kept in numbers or under conditions objectionable to other residents within the properties.

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

Section 7. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to all of the covenants, conditions, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by all of the same. Damages for breach of any of the covenants, restrictions or agreements set forth in this Declaration are hereby declared not to be adequate compensation but such breach and the continuation thereof may be enjoined or abated by appropriate proceedings by the Owner, the Association, or by an Owner or Owners of any other parcel or parcels within the properties. If suit be instituted to enforce any of the provisions of this Declaration, the Owner or Owners against whom such suit is instituted hereby agree to pay costs and reasonable attorney's fees incurred by any person or persons or corporation, including the Association, duly authorized to prosecute such suit.

Section 8. Failure by the Owner or any other person or persons entitled to enforce any covenant, condition, restriction or Agreement herein contained, upon violation thereof, shall not estop, prevent or be deemed to be a waiver of the right of enforcement thereafter.

Section 9. The covenants, conditions, restrictions, easements and agreements set forth in this Declaration may be waived, modified, changed altered, cancelled or terminated by the votes and/or written signatures of the number of members of the Association who are eligible to vote on Association matters and who own a majority of the parcels within Grassy Run, on a one vote or signature per parcel basis.

ARTICLE VII

AUTHORITY OF GRASSY RUN HOMEOWNERS' ASSOCIATION TO PROVIDE FOR ELECTRICAL SERVICE TO ALL PARCELS SITUATED IN THE REAL PROPERTY SUBJECT OF COVENANTS, CONDITIONS, RESTRICTIONS

Section 1. It is to the mutual benefit of each and every Owner of real property subject of this said Declaration of Covenants and Restrictions to provide for the installation of electrical power service to each and every parcel in the said real property for the benefit of each and every Owner of said real property subject of this Declaration of Covenants and Restrictions.

Section 2. The GRASSY RUN HOMEOWNERS' ASSOCIATION operating by and through its officers and Board of Directors is hereby authorized to enter into an agreement with the Pacific Gas and Electric Company for the installation of electrical service to each and every lot to be accomplished in stages to be determined by said Board of Directors in consultation with Pacific Gas and Electric Company, which said extension shall be accomplished generally on a transformer to transformer basis as the GRASSY RUN HOMEOWNERS' ASSOCIATION Board of Director shall in the exercise of its best judgment deem reasonable and appropriate under all circumstances then existing. Said extension of service shall be over designated utility rights of way or over areas in which specific utility easements shall be granted by the Homeowners in such a manner as to provide maximum usage with the least reasonable interference with the real property of the Owners involved.

Section 3. Each Owner of a Parcel, subject of this Declaration of Covenants and Restrictions, shall be required upon demand to pay the portion of the installation and extension charge reasonably attributed to the service for the said Owner or Owners respective Parcel of real property, and the GRASSY RUN HOMEOWNERS' ASSOCIATION is hereby given the power to bind each and every Owner to pay for said services. Each Owner of a Parcel or Parcels of real property does hereby consent to, upon demand being made, if the same is not paid within thirty days, that the GRASSY RUN HOMEOWNERS' ASSOCIATION may record a lien against the real property of the said Homeowner and the same shall be treated in all respects as an assessment of the GRASSY RUN HOMEOWNERS' ASSOCIATION and of the real property subject of these Declarations of Covenants and Restrictions as set forth in Article IV hereof, the same to be accomplished by action of the Board of Directors and all enforcement provisions of Section 10, Article IV hereof and Section 11, Article IV hereof, for the collection of said charges. The said GRASSY RUN HOMEOWNERS' ASSOCIATION Board of Directors shall have the right to assess in advance, reasonable amounts in order to prepay the extension services, the cost of said anticipated extension, in order to facilitate the collection of sums sufficient to that at the time contract is entered into with Pacific Gas and Electric Company for extensions, there will be

sufficient sums to make payment for the entire amount, provided that nothing shall require the said Homeowners of GRASSY RUN HOMEOWNERS' ASSOCIATION to do so and in the alternative they may enter into an agreement with Pacific Gas and Electric Company and when the cost thereof has been ascertained, immediately make demand for payment of said sum on all Owners herein who shall be bound to make payment thereof within thirty days as herein provided.

Section 4. All installations of electrical services shall be in accordance with the requirements of the Public Utility Commission of the State of California as implemented in and interpreted by Pacific Gas and Electric Company.

Section 5. By execution of this Amendment to Declaration of Covenants and Restrictions, each property Owner owning real property in the area hereinabove described does covenant and agree to make each and every payment required and duly assessed by the Board of Directors of the GRASSY RUN HOMEOWNERS' ASSOCIATION in the manner and at the time the same is determined to be payable and in the event any one or more persons in the said real property hereinabove described shall fail to make payment, the GRASSY RUN HOMEOWNERS' ASSOCIATION is hereby specifically authorized to institute suit either to collect said sum or to foreclose the lien hereinabove set forth and each property Owner and the ASSOCIATION do hereby covenant that the prevailing party shall be entitled to recover reasonable attorney's fees and costs against the party against whom judgment is rendered.

Section 6. The parties do hereby stipulate and agree that the Pacific Gas and Electric Company shall be authorized to determine the reasonable cost to each said Parcel for the installation of electrical service therein, and the finding and determination of Pacific Gas and Electric Company shall be final and binding upon each Parcel Owner herein.

Section 7. The GRASSY RUN HOMEOWNERS' ASSOCIATION is further authorized to levy assessments covering future extensions and in the event extensions made prior to the date hereof or hereafter shall be determined to have paid part of an additional extension, to refund the pro-rata amount as determined by Pacific Gas and Electric Company, to be payable to Owners of Parcels who have previously made payment for electrical service and which said payment included percentage of costs attributable to any extension made thereafter.

ARTICLE VIII - RESTRICTIONS ON TRANSFER

Section 1. No owner of, or holder of any security or other interest in, any parcel located within the properties (hereinafter "proposed grantor or transferor") may sell, convey, alienate or in any other way transfer title to that parcel, or any easement over, or right of occupancy or any other interest in or with regard to that parcel (hereinafter "transfer"), to any person, individual, entity, organization, political establishment or sovereign nation

for whom or which any right of, claim of, or right to claim entitlement to, sovereign immunity of any type or for any purpose with regard to such parcel is or might be available, or to any person, individual, entity or organization representing or claiming to represent, or acting on behalf of, or in concert with, any such entity, organization, political establishment or sovereign nation (hereinafter, "proposed grantee or transferee"), without the express prior written consent of the Board of Directors ("Board") of the Association.

Section 2. No proposed grantee or transferee may acquire title to, or any easement over or right of occupancy or any other interest (hereinafter "interest") in any parcel located within the properties, without the express prior written consent of the Board, other than by way of formal eminent domain procedures.

Section 3. No proposed grantee, or transferee and no person, individual, entity, organization, political or governmental establishment or sovereign nation who or which is not subject to the full and complete application of the Constitutions and laws of, and to the full and complete, total and unrestricted jurisdiction, power and authority of the courts of, the United States of America, and of the State of California, and of the County of El Dorado, under any and all circumstances, and to the full and complete application of the provisions of the governing documents of the Association, may acquire title to, or any other interest in, any parcel located within the properties, without the express prior written consent of the Board.

Section 4. Any transfer of title to or any other interest in any parcel within the properties by any proposed grantor or transferor, and any acquisition of title to or any other interest in any such parcel, by any proposed grantee or transferee, without the express prior written consent of the Board, shall be automatically void ab initio, and shall not create any membership rights or interests in the Association, any rights or privileges of such membership, or any rights to or interests in any such parcel.

Section 5. Notwithstanding the terms and provisions of Sections 1 through 4 hereinabove, the Board may give consent to a proposed transfer of a specific parcel (hereinafter, "subject parcel"), or of any other interest in the subject parcel, located within the properties (hereinafter, "specific proposed transaction"), to a proposed grantee or transferee of the type described or reference in Sections 1 through 4 of this Article VIII, if and only if the proposed grantee or transferee otherwise entitled thereto:

(a) is factually and legally authorized to, and does, expressly waive and abandon, in writing, prior to the execution of any document or documents evidencing or relating or pertaining to any such proposed transaction, any right of, claim of, or right to claim entitlement to, sovereign immunity of any type or for any

purpose with regard to said parcel involving or otherwise relating in any way to (i) any interest in the subject parcel, (ii) any Association membership interest, obligation, right or privilege, and (iii) the full and complete regulatory enforcement authority of the Board with regard to any such parcel or interest therein, that might otherwise be available to him, her or it, and further

(b) is factually and legally authorized to, and does, expressly waive and abandon, in writing, prior to the execution of any document or documents evidencing or relating or pertaining to any such proposed transaction, any objection or potential objection to the application to him, her or it, of the full and complete application of the Constitutions and laws of, and to the full and complete, total and unrestricted jurisdiction, power and authority of the courts of, the United States of America, and of the State of California, and of the County of El Dorado, under any and all circumstances, and to the full and complete application of the provisions of the governing documents of the Association, and further

(c) is factually and legally authorized to, and does, expressly represent, promise and agree, in writing, prior to the execution of any document or documents evidencing or relating or pertaining to any such proposed transaction, that the foregoing waivers and abandonments shall be binding upon the successors in interest of said him, her or it, and that they will constitute covenants running with the land.

Section 6. To implement the provisions of Section 5 of this Article by allowing the Board to consider whether or not to grant consent to any such proposed transaction, separate written notices of any intent by any proposed grantor or transferor and by any proposed grantee or transferee to execute any document, and to enter into any agreement for the transfer of any interest in or of any such parcel, must be given by such proposed grantor or transferor, and separately by such proposed grantee or transferee, at least thirty (30) days prior to the execution of any other documentation evidencing or otherwise referring to any such proposed transaction. The notices shall be signed, separately, by the proposed grantor or transferor and by the proposed grantee or transferee, and shall contain the following information:

(a) a complete and accurate description of the parcel or parcels involved, and of the interest(s) to be transferred and the relevant portions of the parcel(s) involved or affected;

(b) the correct legal names and current addresses of the proposed grantor or transferor, and of the proposed grantee or transferee; and

(c) legally enforceable consent agreements from the proposed grantor or transferor and from the proposed grantee or transferee acknowledging knowledge of the provisions of this Article VIII of the C&Rs, and agreeing that the parcel and/or the interests in the parcel shall be subject to all of the terms and conditions of the C&Rs (including this Article VIII) following the proposed transfer and that the transferee will take no action in

violation thereof.

In the absence of strict compliance with this notice requirement, any such proposed transaction shall be null and void ab initio for that reason alone.

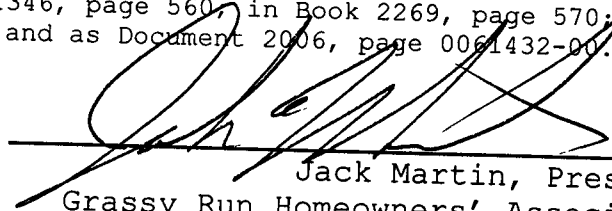
The Board shall have thirty (30) calendar days from the date of its receipt of any such notice to object to the proposed transfer as being in violation of the C&Rs, including but not limited to this Article VIII, by sending written notices thereof to the proposed grantor or transferor and to the proposed grantee or transferee at the addresses provided by them. The Board shall not otherwise unreasonably withhold its consent to the proposed transfer. In the event of any such objection, the proposed grantor or transferor shall be prohibited from transferring the parcel, or easement over or other interest therein, sought to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate any of the terms of the C&Rs, including but not limited to this Article VIII.

Section 7. The intent and purpose of the terms and provisions of this Article VIII is to preserve the financial, legal and regulatory authority and interests of the Association and of the County of El Dorado, over the parcels which constitute the properties and the persons and/or entities with interests therein. It is not the intent and purpose of the terms and provisions of this Article VIII to cause a waiver, abrogation, release or relinquishment of any rights granted to or held by real property owners under the Constitutions or laws of the United States, the State of California, or the County of El Dorado, nor to cause the subject parcel(s), or easements over or other interests therein, to be treated by the Association differently from any other parcel(s), or easements over or other interests therein, located within the Properties. Accordingly, said terms and provisions are severable. If any term or provision herein, or the application thereof, to any proposed grantor or transferor, or to any proposed grantee or transferee, the deletion of which will not adversely affect the said intent of the Association, may be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remaining terms and provisions herein shall not be affected thereby, and only the term or provision declared or determined to be illegal, invalid or unenforceable, shall be deemed not to be a part of this Article VIII; provided, however, that if any such term or provision may be modified in a manner would would cause it to become valid and enforceable, then that term or provision shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

Section 8. Any action to challenge the terms and provisions of this Article VIII shall be heard either in the United States District Court for the Eastern District of California or in the Superior Court of the State of California for the County of El Dorado. If any such action is filed in the Superior Court, the

action may not be removed to the District Court. The trial court, and any appellate court that may hear an appeal in connection with the action, shall have discretion to award attorneys' fees and costs to the prevailing party in the proceedings before it.

This is a true copy, including Amendments thru January 2019. Originally recorded on May 30, 1974, in Book 1263, page 466 of the Official Records of El Dorado County, State of California; and recorded as amended in Book 1346, page 560, in Book 2269, page 570; in Book 2270, page 627; in Book 3476, page 331; and as Document 2006, page 0061432-00.



Jack Martin, President
Grassy Run Homeowners' Association

**THIS IMPORTANT DOCUMENT IS TO BE GIVEN TO NEW OWNERS
WHEN ANY PROPERTY LOCATED WITHIN GRASSY RUN, AND
REFERENCED IN EXHIBIT "A" HERETO, IS SOLD.**

**GRASSY RUN HOMEOWNERS' ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS**

**EXHIBIT "A"
DESCRIPTION OF PROPERTIES**

Parcels 1, 2, 3 and 4 as shown in Book 10, Page 127, of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 10, Page 145 of Parcel Maps;
Parcels A, B, C and D as shown in Book 11, Page 10 of Parcel Maps;
Parcels 2, 3 and 4 as shown in Book 11, Page 11 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 11, Page 12 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 11, Page 17 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 11, Page 18 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 11, Page 61 of Parcel Maps;
Parcels C and D as shown in Book 12, Page 46 of Parcel Maps;
Parcels A, B, C and D as shown in Book 12, Page 47 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 12, Page 48 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 13, Page 16 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 13, Page 136 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 14, Page 62 of Parcel Maps;
Parcels A and B as shown in Book 17, Page 54 of Parcel Maps;
Parcel C as shown in Book 17, Page 95 of Parcel Maps;
Parcels A, B and C as shown in Book 17, Page 118 of Parcel Maps;
Parcels A, B, C and D as shown in Book 18, Page 75 of Parcel Maps;
Parcel 4 as shown in Book 20, Page 43 of Parcel Maps;
Parcel B as shown in Book 24, Page 11 of Parcel Maps;
Parcels 2, 3 and 4 as shown in Book 27, Page 140 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 28, Page 31 of Parcel Maps;
Parcels 1, 2, 3 and 4 as shown in Book 28, Page 136 of Parcel Maps;
Parcels A, B and C as shown in Book 35, Page 1 of Parcel Maps;
Parcels A and B as shown in Book 37, Page 22 of Parcel Maps;
The Parcel shown in Book 18, Page 59 of Record of Surveys; and
Tracts 1 and 2 as shown in Book 22, Page 10 of Record of Surveys,

all as set forth in the Official Records of El Dorado County, State of California.