

Double Eagle Ranch Property Owners' Association Conditions, Covenants, and Restrictions

This is a transcription and consolidation of the DERPOA CC&Rs and the first ammendment thereto/tor

Original document:

RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY OF LAKE, CALIFORNIA, ON
September 7, 1971, IN BOOK 674 AT PAGES 211 THROUGH 220 INCLUSIVE.

Amendment:

RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY OF LAKE, CALIFORNIA, ON
October 20, 1971, IN BOOK 678 AT PAGE 357.

DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, AGREEMENTS AND CHARGES AFFECTING REAL PROPERTY KNOWN AS THE DOUBLE EAGLE RANCH, LAKE COUNTY, CALIFORNIA

This Declaration, made on the 3rd day of September, 1971 and amended on the 20th day of October, 1971,
by LEISURE PROPERTIES, INC., a California corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H

WHEREAS, Declarant is the owner of all the real property as set forth and described on that certain Parcel Map entitled Parcel Map of Double Eagle Ranch, which Map was recorded in the Office of the County Recorder of Lake County, California, on the 6th of November, 1970, in Book 3 of Parcel Maps at Pages 12 through 24, inclusive, and corrections to said Map were recorded on the 8th day of March, 1971, in Book 3 of Parcel Maps at Page 39, and on August 20, 1971, in Book 4 of Parcel Maps at Page 5, and

WHEREAS, all of the real property described in the Parcel Map comprises a single subdivision unit to which it is desired to apply this Declaration, and

WHEREAS, there are subdivided parcels set forth and described in said Parcel Map, Numbered 1 through 93 inclusive, and

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and to impose upon it mutual, beneficial restrictions, covenants, conditions, easements, and charges under a general plan or scheme of improvement for the benefit of all the lands in said unit and the future owners of said lands.

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants, easements, agreements and charges, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the said real

property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part thereof. All of said restrictions, conditions, covenants, provisions, easements, agreements and charges set forth herein are made for the mutual and reciprocal benefit of each and every parcel shown upon said Map and are intended to create mutual, equitable servitudes upon each of said parcels in favor of each and all other parcels shown upon said Map; to create reciprocal rights between the respective owners of all of the parcels shown on said Map, or any part thereof; to create a privacy of contract and estate between the Grant Deed of said parcels, their heirs, successors and assigns; and shall, as to the owner of each parcel in said subdivision, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other parcels in said subdivision and their respective owners.

I. PERMISSIBLE LAND USE

A. No structure other than a one family or two family dwelling house or a mobile home or two mobile homes shall be erected, constructed or maintained upon any of said parcels, and more particularly and without the intent to limit the provision hereof, no store, radio or television towers, hotels or commercial enterprises shall be built or placed upon said property or any part thereof.

No structure, either residences, mobile homes, fences, swimming pools, walls, or other improvements shall be constructed upon any of said parcels without the written approval as to location, height, design and color thereof, first having been obtained from the Property Owners Committee. In order to avoid unnecessary hardships, it is mandatory that all parcel owners contemplating works of constructions, improvements, etcetera, shall submit, in duplicate, at the outset, preliminary drawings, sketches and outline specifications in order to obtain tentative action thereon before causing preparation of detailed or complete drawings, plans and specifications, or incurring substantial expenses in the regard. One set of preliminary plans shall be retained by the Committee. The Property Owners Committee shall approve or disapprove said plans, specifications and details within ten days from the receipt thereof. In the event that no action be taken to approve or disapprove such plans and specifications and details within ten days after the delivery thereof to said Committee, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this Section I. A shall be deemed waived.

B. Set Back. No dwelling house, mobile home, or other structure shall be located nearer than fifteen feet (15') from the front line of any parcel, or nearer than twenty (20) feet from the side or rear lines of any parcel.

C. Minimum Parcel Size and Resubdivision. No parcel smaller than five (5) acres shall be created by either sale, gift, devise, or by any manner whatsoever. A division of any parcel shall be subject to the applicable ordinances of the County of Lake, State of

California, pertaining to the division or minor division of parcels into two or more parcels.

D. Signs. No signs whatsoever shall be displayed to the public view on any parcel, except one sign of not more than six (6) square feet advertising the property for sale or for rent. These restrictions shall not apply to signs used by the undersigned, or by contractor to advertise the property during the period of construction of a building or original sale of the property by the undersigned.

E. Fences. No fence over six feet (6') in height shall be erected at any place on the property; provided, however, that the restrictions set forth in this paragraph may be waived or modified by the Committee hereinafter created.

F. Rubbish. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage and disposal of such material shall be covered and kept in a clean and sanitary condition.

G. Commercial Use Prohibited. No trade, commercial or manufacturing enterprise shall be conducted on any of the property, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the neighborhood. The provisions of this paragraph may be modified by the Committee at their sole discretion.

H. Re-Subdivision of Parcels. Division of property covered by these restrictions shall be subject to the laws, statutes, regulations and rules of the County of Lake, State of California, and such other governmental agency as may have jurisdiction thereof. Prior to adoption by said County of Lake of either a lot split or minor land division ordinance which regulates the division of lots or parcels into four or fewer parcels, these restrictions shall and do hereby prohibit the division of any parcel covered hereby, unless the owner thereof has complied with the following conditions: (1) That each parcel resulting from said division contain not less than five acres, and front on a roadway described in the Parcel Map entitled Parcel Map of Double Eagle Ranch; (2) That the Health Department for the County of Lake has indicated that the divided parcel has an approved source of water and method for sewage disposal; (3) That the Lake County Planning Commission has approved the proposed division. The restrictions set forth in this Declaration shall terminate upon the adoption by the County of Lake of either a lot-split or land division ordinance as aforesaid.

II. PROPERTY OWNERS MAINTENANCE ASSOCIATION AND ARCHITECTURAL CONTROL

A. Every owner of any parcel or any part thereof, including declarant, who acquires title, legal or equitable, to any parcel or part of any parcel in the subdivision, shall become a member of the Double Eagle Ranch Property Owners Association, an unincorporated non-profit association, hereinafter referred to as the "Association", provided, however, that such membership is not intended to apply to those persons who hold an interest in

any such parcel or part of any parcel merely as security for the performance of an application to pay money, such as the beneficiary under a Deed of Trust or the seller of a contract or agreement to sell real property.

B. The general purpose of the Association is to further and promote the community welfare of the property owners in the subdivision, including but not necessarily limited to the maintenance of roadways and easement roads described on the hereinabove referred to Parcel Map, and such easement roads as may be created hereafter among owners of parcels for ingress and egress, the control of access to the property by means of a locked gate, and the provision of keys therefore to members, the maintenance of springs and the access thereto, construction of road improvements, including the addition of baserock and paving according to a schedule adopted by the Committee from time to time, the maintenance and provision of drainage facilities and common areas for the use and enjoyment of all members of the Association, and the enforcement of this declaration, including the employment of such persons as may be necessary from time to time to bring legal action on behalf of the Association for the collection of monies due the Association, the enforcement of restrictions set forth in the Declarations, etc.

C. The affairs of the Association, and the provisions of this declaration shall be governed and enforced by the Property Owners Committee. The Committee shall consist of three (3) persons. The following persons shall constitute the initial Property Owners Committee: Robert J. Duca of 574 Tahos Road, Orinda, California; Russell Ponce of 125 Coronado Avenue, Daly City, California; and Garry Lewis of 161 Georgia Way, San Leandro, California. It is not necessary that a member of the Committee be a member of the Association, or own real property situated within the Double Eagle Ranch Subdivision. A member of the Committee may be re-elected for successive terms without limitation. The first meeting of the members of the Association shall be held at 11 o'clock A.M. on the first Saturday in May, 1973, at the principal office of the Association, at 111 Broadway, Oakland, California, in the offices of Leisure Properties, Inc., unless the Property Owners Committee notifies each member in writing, as provided for herein, of a different date, time and place.

Any vacancy occurring in the Committee shall be filled by the remaining members of the Committee through less than a quorum, or by a sole remaining Committee member. A Committee member appointed to fill a vacancy shall serve the unexpired term of his predecessor.

Meetings of the Committee shall be held at the principal place of business of the Committee, unless otherwise provided by the Committee. The Committee shall meet regularly at least once each six months on such day and at such time as it shall by Resolution specify. Special meetings of the Committee may be called by or at the request of any Committee member. Notice of the time and place of any special meeting shall be given by, or at the direction of, the manager either personally or by United States mail addressed to the Committee member at his address as it appears on the books of the Association, at least seven (7) days prior to the date of the meeting. A majority of Committee members shall constitute a quorum for the transaction of business. The

committee shall consider no business at any meeting at which a quorum is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn, provided, however, that a majority of the Committee members present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Committee. Meetings of Committee members shall be presided over by the manager of the Association, or, in his absence by the member of the Committee chosen by a majority of Committee members present. Every act or decision done or made by a majority of the Committee members present at any meeting duly held at which a quorum is present is the act of the entire Committee.

The Committee shall appoint a person to serve as manager of the Association, herein referred to as the "Manager". The manager may be any person duly selected by the Committee, and may or may not be a member of the Committee and may or may not be a member of the Association. The manager shall serve at the will of the Committee, and may be removed at any time with or without cause, and without prior notice, by either the Committee or by a majority of the members of the Association. The manager may resign at any time by giving written notice to the Committee, and such resignation shall become effective upon the date of receipt of such notice or at such later time as may be specified therein, and the acceptance of such resignation shall not be required to make it effective. A vacancy in the office of manager caused by death, resignation, removal, disqualification, or otherwise, shall be filled by the Committee as soon as is practical. The manager shall exercise general supervision of the affairs and activities of the Association, shall preside at all meetings of the members and of the Committee at which he is present. The manager shall also keep or cause to be kept records of all meetings of the Committee and of members of the Association, a membership book containing the name and address of each member of the Association, and shall receive, account for, and disburse funds belonging to the Association, but only as directed by the Committee. The manager shall serve for a compensation to be established by the Committee, but not in excess of Eighty Dollars (\$80.00) per month, unless such excess be approved by a majority of Association members present at a meeting of members.

Members of the Committee shall serve without compensation, provided that a member of the Committee may be selected as the manager for such compensation as set forth above. Members of the Committee shall be elected for a term of three (3) years, provided that at the first regular meeting of Association members to be held the first Saturday in May at the place and time set forth above, the first member of the Committee elected shall serve a term of three (3) years, the next member a term of two (2) years, and the next member a term of one (1) year. Then, in each succeeding year, a new member will be elected to replace the term of the expired member in order that thereafter one (1) new member of the Committee be elected each year, at the regular meeting of Association members. Each member in good standing shall be entitled to one (1) vote on each matter submitted to vote of the members. A member owning less than one full parcel shall be entitled to one vote. If two or more persons own a single parcel or a part of a parcel, they shall collectively be entitled to one vote only, and they shall register with the manager of the Association the name of the member who shall be entitled to cast the single vote. Voting

at meetings, other than to elect Committee members, shall be by voice vote. Election of Committee members shall be by secret ballot.

D. The Association members shall meet annually on the first day of May at the hour of 11 A.M. The first meeting, as aforesaid, shall be at the office of Leisure Properties, Inc., at 111 Broadway, Oakland, California, and thereafter at such time and place as shall be fixed by the Committee for the purpose of electing Committee members and transacting such other business as may come before the meeting. In addition to the annual meeting, special meetings of members may be called and held at such times and places as may be ordered by the Committee. Special meetings of members shall be called by the manager or by the Committee within fourteen (14) days after receiving a written request for such meeting signed by the holders in good standing of not less than ten (10%) percent of the members in good standing. Written, typed, or printed notice of meetings shall be delivered either personally or by mail to each member in good standing addressed to him at his address as it appears on the books of the Association, not less than seven (7) days prior to the date of such meeting. Notice of meetings of members shall specify the place, the day and the hour for the meeting and, in the case of a special meeting, the general nature of the business to be transacted. The presence in person or by proxy of not less than ten (10%) percent of the voting power of the Association shall constitute a quorum. In the absence of a quorum, any meeting of members may be adjourned from time to time by the vote of a majority of the members in good standing present, but no other business shall be transacted.

E. The Committee may authorize the manager to enter into any contract or to execute and deliver any instrument in the name of, and on behalf of, the Association, and such authority may be general or confined to specific instances. Unless so authorized, the manager shall not have any power or authority to bind the Association to any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

All checks for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by the manager of the Association and countersigned by at least one member of the Committee, unless the Committee establishes a requirement of more signatures. All funds of the Association shall be deposited from time to time in the credit of the Association in such banks or other depositories as the Committee may select. The Committee may accept on behalf of the Association any contribution or gift for the general purposes or for any special purpose of the Association.

F. For the purpose of proportionately dividing the Association's expenses incurred in the conduct of Association affairs, the Committee shall have the power to levy against every parcel, including a part of any parcel in separate ownership, uniform annual charges of not more than \$90.00 for each parcel consisting of twenty acres or more, and not more than \$4.50 for each acre contained within each part of a parcel of less than twenty acres. Every such charge shall be paid by the member to the Association on or before the date established by the Property Owners Committee pursuant to the Resolution adopted by such Committee fixing the amount of the annual charge. Written notice of the charge so

fixed and the date of payment shall be sent to each member. Thirty days after its due date, an unpaid assessment shall be considered delinquent. Thereupon, the balance of said assessment shall bear interest at the rate of Ten (10%) Percent per annum from its due date, and in addition thereto, there shall be a late-payment fee of Ten Dollars (\$10.00) for each month or fraction of a month until said assessment is paid in full, but not more than Fifty Dollars (\$50.00), and in addition thereto the Association shall be entitled to recover attorneys fees and costs of suit as provided for hereinafter. A member delinquent with respect to the payment of such assessments shall not be a member in good standing, and shall not be entitled to vote at meetings of members.

G. The fiscal year of the Association shall commence on June 1 of each calendar year and terminate on May 30 of the following calendar year. Funds collected by the Association may be expended for maintenance and improvements to roadways as shown on the aforescribed parcel map, drainage facilities, maintenance of access control, springs, common areas, and other purposes that may be determined by the committee from time to time.

H. The committee may borrow funds at any time and from time to time for the purpose of conducting and furthering the affairs of the Association. The committee may agree to repay such loans and to pay such interest as seems fair and reasonable, provided that if the committee arranges a loan from declarant, or any person, firm or corporation affiliated with the declarant, then the interest rate paid by the Association for such loan or loans shall not exceed the prime bank rate charged at that time by the Bank of America National Trust and Savings Association.

I. The committee may adopt a schedule of proposed roadway and maintenance improvements from time to time. It is expressly agreed that the time and manner of improvement to roadways shall be determined exclusively by the committee, and that the charges levied by the committee shall be due and payable, and collectable from each member notwithstanding that there may or may not be an immediate and/or a perfect relationship between charges levied to a parcel or any part thereof and the time or quality of roadway improvements and/or repairs accomplished.

III. EASEMENTS

A. Declarant reserves for itself, his successors and assigns, mutual and non-exclusive easements for ingress and egress, for both pedestrians and vehicles, the following easements and/or rights-of-way;

1. Over those roadways designated as easements and shown on the aforescribed parcel map;
2. A ten-foot common use easement for construction and maintenance of water and utility lines, consisting of five feet in width alongside each lot line adjacent to another lot line, and ten feet in width alongside each lot line not adjacent to another lot line.

3. A right-of-way over the area designated as such on the aforescribed parcel map leading to an area in which a spring is located, and it is further declared that said access to said spring and the right to take water therefrom shall be shared equally on a mutual and nonexclusive basis by all members of the Double Eagle Ranch Property Owner's Association and their invitees.

On each parcel, the right of way and easement areas reserved by declarant shall be maintained continuously by the parcel owner, but no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the common use for pedestrians or vehicles or for the construction and maintenance of utility lines.

B. Easement for Reciprocal Use of Well. Each and every parcel of real property is subject to this declaration of restrictions, covenants, conditions, and agreements shall be burdened with and have the benefit of an easement to take water from a well or wells which may come into existence from time to time and at any time hereafter and during the term of these restrictions. As used herein, the word "owner" refers to the person, persons, firm, or corporation which owns or has the legal right to own a parcel or portion of a parcel on which a domestic water well has come into being, and the word "user" shall mean a person, persons, firm or corporation which owns or has a legal right to own a parcel or a portion of a parcel, covered by these restrictions, etc., and who desires to share the use of the owner's well. The term "surplus water" refers to that amount of water which is in excess of the owner's domestic water needs, after taking into account water storage facilities.

Nothing stated herein shall prevent an owner from granting an easement to a user for the purpose of taking water from a well on an owner's parcel, or from entering into an agreement for said purpose, and for such terms and conditions and for such consideration as may be agreed to between the owner and user. However, in the absence of such agreement, or in the event of a breach of agreement so made, or termination of such agreement by mutual consent, the following provisions shall govern the rights, obligations, privileges and duties of each and every parcel owner covered by this Declaration of Restrictions, conditions, covenants and agreements, subject to the following covenants, terms and conditions.

1. Option to Share Well Water. Each and every user shall have the irrevocable and non-exclusive right and option to purchase an easement to take for his own use and benefit surplus water from an owner's well, at any time and from time to time, provided that:

a. User shall pay to owner according to the schedule set forth below, in lawful money of the United States, a sum equal to one-half (1/2) of the cost incurred by owner in creating the well. Said cost shall include the cost of drilling said well, casing the well, the cost of a test hole or holes, if any, the cost of other dry hole wells drilled by owner prior to locating the wet well. Said cost shall exclude the cost of equipment and facilities, such as pump, pump house, storage tank, pressure tank, and similar equipment and facilities.

b. Exercise of this right and option by user shall be accomplished by delivery, in person or by the U.S. mails, of a statement in writing, executed by user and directed to owner, that "user hereby elects to take water from the well of owner pursuant to all of the terms and conditions set forth in that certain declaration of restrictions, conditions, covenants, and agreements encumbering the real property of owner, and agrees to pay forthwith on demand, and in no event later than thirty (30) days after demand, one-half (1/2) of the cost of said well according to the terms thereof". Owner shall within three (3) days of receipt of notice from User submit a detailed cost statement to User showing amount expended, approximate date of expenditure, and the purpose and to whom each expenditure was made. Forthwith upon exercise and the payment of said consideration, user shall be entitled to receive from owner a formal grant of easement, signed and acknowledged by owner, sufficient to be recorded in the official records of the County of Lake, California, to be prepared by and at the expense of user.

2. Rights of User After Exercise of Option. Upon the exercise of the option by user as set forth herein, and subject to all of the terms and conditions hereof, user shall be entitled to an easement for ingress to and egress from the owner's well. The easement shall be twenty feet (20') in width, and shall include an area lying within ten feet (10') of the center of said well. The easement shall include the right to lay, construct, maintain and repair water lines. User shall be entitled to construct, place and maintain such pumps, storage facilities, pressure tanks, pump houses, and similar facilities and equipment, within the easement area, as may be necessary for the use and enjoyment of the right herein created. The right of user to take water shall be limited to surplus water, as defined herein above, and then to the extent necessary for user's domestic purposes. In the event that any facilities or equipment belonging to user should be damaged or lost as a result of fire, theft, vandalism, act of God, or other occurrence, other than the willful and deliberate act of negligence of owner, the risk of loss shall be solely that of user, and user hereby waives any claim for damage resulting therefrom against owner. In connection with the exercise of this easement, Declarant hereby grants to user a right to lay, construct and maintain an extension of said pipelines in the roadways described in the parcel map herein above, or order that user be able to freely transport water from owner's parcel along said roadways, if necessary, for the benefit of user. In such event, user shall restore said roadways as nearly as possible to their original conditions, including the compaction of backfill in trenches.

3. Obligations of User. User shall provide and maintain all of the facilities and equipment necessary to take water from owner's well, store it, and transport it to user's premises, including a pump, power supply, storage tank, pressure tank, and water lines. User shall maintain the easement area in a clean conditions. User shall restore the easement area to as nearly as possible to its original condition after water pipelines have been placed in the ground, however in this connection user shall have the right to improve the easement access by grading and placing gravel and/or paving thereon, provided that user shall not have the right to disturb landscape constructed by owner or to remove any trees, or to locate said easement for ingress and egress in a location deemed objectionable to owner, provided that owner designates another reasonable access route.

4. Rights of Owner. Owner shall have the right, either voluntarily or pursuant to the terms of this Agreement, to permit additional users to take surplus water, subject to the needs of any prior user or users. All funds paid by any subsequent user or users shall be retained exclusively by owner. An additional user shall be entitled to all the rights and be subject to all of the obligations of any former user. Owner shall be entitled to relocate User's access easement, to another reasonable location, in the event that the existing easement interferes with the owner's proposed use and development of the property, and provided that the owner constructs the relocated access in substantially the same manner as the original access, solely at Owner's expense.

5. Obligations of Owner. Owner covenants not to interfere with the easement herein granted to user, if exercised. If alterations, additions or modifications are necessary to the equipment and facilities used by owner in connection with the drawing of water from owner's well, and, after demand by user, if owner fails to make such alterations, additions or modifications, then user shall be permitted to do so solely at user's expense, provided that such alteration, addition or modification does not interfere with the beneficial use by owner.

6. Mutual Agreements and Obligations of Owner and User.

a. In the event that a dispute should arise in connection with the interpretation of the Agreements and Provisions set forth in this declaration of restrictions, conditions, covenants and agreements, the dispute shall be submitted to the Property Owner's Committee described elsewhere in said declaration, and said committee shall arbitrate said dispute according to the then prevailing rules of the American Arbitration Association, and, if there be no Property Owners Committee, or if said Committee refuses to accept the arbitration, then the dispute shall be submitted to three (3) arbitrators according to the rules of said American Arbitration Association, and in either event, judgment may be entered based on the award made thereby in the Superior Court for the County of Lake, California.

b. In the event that owner or user claim a breach of this agreement, the sole remedy shall be to submit their claim for breach to arbitration as set forth above, and pending a resolution of said claim by arbitration for action at law, owner and user hereby covenant that neither party shall interfere with the free use and enjoyment of the easements herein created. The prevailing party in arbitration or in action that brought at law shall be entitled to recover reasonable attorney's fees and costs in addition to other remedies, relief or damages awarded.

c. Neither party hereto shall claim the benefit of any agreement, covenant, representation or warranty which is not set forth herein or in a separate writing, signed by the party to be charged.

d. In the event that after the exercise of the option herein granted by user, that there should be additional costs in connection with the operation or maintenance of the well on

owner's property, relating directly to the well as contrasted to equipment and storage facilities, such as a requirement to deepen the well, clean the well, replace or improve the well casing, modify the well to increase water flow, or similar item, the cost thereof shall be shared by the owner and user or users, in equal share, regardless of the extent of use by said owner or user or users.

e. The options, rights and easements herein granted shall be covenants running with the land, and shall therefore burden and benefit the successors, assigns, heirs, devisees, grantees, and estates of the parties hereto, and a grant of real property by user shall therefore convey with it by operation of law the benefit of the options, rights and easements herein created although the grant may fail to make specific reference thereto.

IV. LEGAL EFFECT OF AN ADMINISTRATION OF RESTRICTIONS

A. Each Grantee of any of the properties included within this declaration, by acceptance of a deed conveying title thereon, or by entering into an agreement to purchase same, shall accept such legal or equitable title, subject to each and all of the restrictions, conditions, covenants, easements, charges and agreements herein contained, and also the jurisdiction, rights and power of this declarant, and by such acceptance, shall for themselves, their heirs, estates, personal representatives, successors and assigns, covenant, consent and agree to and with the declarant, and to and with the Grantees and subsequent owners of each of said parcels within the subdivision to keep, observe, comply with and conform to said restrictions, covenants, conditions, easements, charges and agreements and each thereof.

B. In the event that any one or more of the provisions, conditions, restrictions, easements, charges and agreements herein set forth shall be held by any court of competent jurisdiction to be null and void, unenforceable, all remaining provisions, conditions, etc. herein set forth shall continue unimpaired and in full force and effect.

C. The various rights and remedies of the declarant and the owners of parcels as hereinabove set forth are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of the declarant or the said property owners to use, rely upon, resort to or enforce the other, or any of them.

D. No delay on the part of the declarant, or his successors or assigns in interest, or the committee on behalf of the Association, in pursuing any of the rights provided for herein shall constitute a waiver of such rights; and no right of action shall accrue against declarant, his successors or assigns, for or on account of its failure or neglect to exercise any right provided for herein deriving from such breach, or for imposing the herein created provisions, conditions, restrictions, or covenants.

E. In any suit brought by any party to enforce the provisions of this declaration, in addition to the monetary damages, injunctive relief, or other remedies allowed by the court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit.

V. AMENDMENTS

A. Notwithstanding anything said herein to the contrary, Amendments to said Declaration of Restrictions, Conditions, Covenants, Easements, Agreements and Charges executed on the 3rd day of September, 1971, may be made by a written instrument which is duly executed, acknowledged and recorded in the Official Records of the County of Lake, State of California, by the record owners of not less than 75 percent of the real property affected by said Declaration of Restrictions, Conditions, Covenants, Easements, Agreements and Charges.