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COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SHELDON PACIFIC UNIT NO. 1

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SHELDON PACIFIC UNIT NO. 1

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LIST OF EXHIBITS:

EXHIBIT A – DESIGN GUIDELINES

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SHELDON PACIFIC UNIT NO. 1**

THIS DECLARATION is made on the date hereinafter set forth by LENNAR RENAISSANCE, INC., a California corporation, referred to herein as "Declarant."

WITNESSETH:

A. Declarant is the Owner of that certain property (the "Development") in the County of Sacramento, State of California, which is more particularly described as follows:

Lots 1 through 71, inclusive, as shown on the plat of "SHELDON PACIFIC UNIT NO. 1," recorded in Book 266 of Maps, Map No. 4, Records of Sacramento County.

B. Declarant has established a general plan, set forth in this Declaration, for the subdivision, improvement and development of the real property, and each and every lot and parcel on the real property, and any additional real property that may be annexed to this Declaration, and desires to secure the harmonious and uniform development of the real property in accordance with the plan.

Declarant hereby declares that the real property is, and shall be, held, conveyed, hypothecated, encumbered, subject to the following limitations, restrictions, covenants and conditions. All of the limitations, restrictions, covenants and conditions shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties.

ARTICLE 1. DEFINITIONS.

1.01. The "Design Review Committee" or "Committee" means the committee of persons appointed and acting pursuant to Section 3.02 of this Declaration.

1.02. The term "Builder" means the purchaser of any two or more unimproved Lots who acquires such Lots for the purpose of constructing individual houses upon them for resale to the general public. A Builder may be an individual or a corporation, partnership or any other entity with the legal right to hold title to real property.

1.03. "County" means the County of Sacramento, State of California, and its various departments, divisions, employees and representatives.

1.04. The "Declarant" means LENNAR RENAISSANCE, INC., its successors and assigns, if such successors or assigns should acquire five or more undeveloped Lots from the Declarant for the purpose of development and sale and be designated as a successor Declarant in a recorded instrument.

1.05. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and its amendments, modifications or supplements.

1.06. The "Development" means Lots 1 through 71, inclusive, of Sheldon Pacific Unit No. 1, as more particularly described in Recital A above.

1.07. "Established Drainage" shall mean the drainage pattern existing at the time of the completion of the grading of the land within the Development (as evidenced by maps or plans thereof approved by the appropriate public agency).

1.08. The "Front Yard Area" means the portion of a Lot that is generally visible from any street within the Development, extending from the back of the street or sidewalk to the front-facing portions of the Residence Unit and abutting fences. With respect to those Lots, if any, which do not have abutting fences, the Front Yard Area shall end at an imaginary line drawn parallel to the sidewalk located in front of the Residence Unit, extending to the sides of the front-facing portions of such Residence Unit.

1.09. A "Lot" means any of the separate plots of land shown upon any recorded subdivision map of the Development.

1.10. A "Mortgage" means a mortgage or deed of trust encumbering a Lot or other portion of the Development. A "Mortgagee" and "Mortgage Holder" shall include the beneficiary under a Mortgage and any guarantor or insurer of a Mortgage. An "Institutional Mortgagee" or "Institutional Holder" is a Mortgagee that is a bank or savings and loan Association, or established mortgage company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency. A "first" Mortgage or "first" Mortgagee is one having priority as to all Mortgages or holders of Mortgages encumbering the same Lot or other portions of the Development.

1.11. The "Owner" means the record owner, whether one or more person or entity, of a fee simple title to any Lot which is part of the Development. Any reference to "him" or "his" in connection with an Owner (e.g., "Each Owner and the members of his family ...") is intended to and shall be deemed to include the feminine, neuter and plural pronouns (e.g., she, her, its, their) as appropriate to the nature of the Owner entity. If the Lot is subject to a recorded Land Installment Sale Contract, "Owner" shall mean and refer to the contract vendee. "Owner" shall not include those having any such interest merely as security for the performance of an obligation.

1.12. "Record" means, with respect to any document, the recordation or filing of such document in the Office of the County Recorder of Sacramento County.

1.13. A "Residence Unit" or sometimes simply "Residence" means and refers to the improvements constructed for residential use on an individual Lot.

1.14. "Single-Family Residential Use" means occupancy and use of a Residence for single-family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning and other applicable laws or governmental regulations limiting the number of persons who may occupy single-family residential dwellings.

ARTICLE 2. PROPERTY AND USE RESTRICTIONS.

2.01. Residential Use. Except for activities of Declarant and other Builders pursuant to Article 5, no Lot, nor any portion thereof, shall be used for any purpose other than Single-Family Residential Use, and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mining, drilling or other such nonresidential purpose. This restriction is not, however, intended to preclude the use, within an individual Residence Unit, of computers, fax machines or telecommuting devices for business purposes not involving any customer, client, agent or employee visitation to the Residence.

2.02. Minimum Square Footage. No Residence shall be constructed having a total finished floor space, exclusive of porches, overhangs, garages and patios, of less than 1300 square feet.

2.03. Roof Requirements. Except for those roofs installed by Declarant or another Builder, and their replacements, the roofs of all structures within the Development shall be made of concrete or clay tile, unless the Design Review Committee has approved a contrary material. If given, the Committee's approval of any contrary material is limited to aesthetic approval only, and such approval shall not in any way be deemed to be an endorsement or guaranty of the structural, fire-retardant, durability or other properties of such alternative roof.

2.04. Antennas, External Fixtures, Solar Panels, Other Equipment. No television or radio pole, antenna, satellite dish, flag pole, clothesline, basketball standard or other exterior fixture, other than those originally installed by Declarant or any Builder, and their replacements, shall be constructed, erected or maintained on any Lot or any structure on it if the same is visible from any street within the Development unless the same has first been reviewed and approved as to size and placement by the Design Review Committee. The Committee may not prohibit any video or television antenna or satellite dish which has a diameter or diagonal measurement of 24 inches or less and which is installed so as not to be visible from any street. The installation of solar panels shall be subject to the prior written approval of the Design Review Committee if the same are visible from the streets and the Committee may impose conditions or restrictions to reduce visual impact without unduly interfering with the effectiveness of such panels. Except for any chimneys, vent stacks, air conditioning or other items or equipment upon or projecting from the roof which are installed by Declarant or any Builder as part of the initial improvements, and their duplicate replacements, no such item shall be constructed, erected or maintained upon the roof of any building in the Development unless the same has been determined not to be visible from any street or otherwise specifically approved by the Design Review Committee.

2.05. Outside Drying, Laundering and Window Coverings. No exterior clothesline shall be erected or maintained on any Lot. No laundering, clothes drying or related activity shall be permitted outside any building. Neither sheets nor aluminum foil may be used as window coverings.

2.06. Additional Structures. No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a Residence, either temporarily or permanently.

2.07. Fences. No fences composed of chain link or woven wire shall be allowed on a Lot if visible from the public streets or other Lots. Any such visible fencing shall be composed of wood, masonry and/or wrought iron.

2.08. Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the approval of the Design Review Committee. However, signs advertising a Lot or Residence for sale or for rent may be placed within a Lot by its Owner provided all such signs are customary and reasonable in number, size, and dimensions. In addition, during the period of Declarant's sales program, the Declarant may use signs which Declarant deems necessary and appropriate to advertise the Development and which comply with local planning regulations and/or review requirements. Declarant shall be responsible for the maintenance of signs used in connection with such sales program.

2.09. Animals. No animals, reptiles, rodents, livestock or poultry shall be kept in any Lot or elsewhere within the Development except that fish in an aquarium, pet birds in a bird cage, other small animals kept in cages within the Residence and domesticated cats or dogs may be kept as household pets within any Residence Unit if they are not kept, bred or raised for commercial purposes or in unreasonable quantities. Each person bringing or keeping a pet on the Development shall be absolutely and strictly liable to other Owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests and invitees, for any injury to persons or damage to property caused by any pet brought on or kept on the Development by such person or by members of his family, his guests or invitees.

2.10. Trash. Except for construction debris resulting from the activities of Declarant, and where authorized by Declarant, construction activities by other Builders: (a) all garbage and trash shall be placed and kept in covered containers; (b) no portion of any Lot shall be used for the storage of building materials or other materials except in connection with approved construction; and (c) in no event shall such containers be kept where they are visible from any neighboring Lot, except as may reasonably be necessary in connection with the collection thereof by the garbage collector. The Owner or occupant of each Residence Unit shall subscribe to mandatory refuse collection services, no less frequently than weekly, from the refuse collection franchise holder.

2.11. Garages; Parking; Vehicles.

A. Each Residence constructed within the Development shall contain an enclosed garage capable of parking no fewer than two full-sized automobiles and not more than three full-sized automobiles. Such garage may be attached to or detached from the remainder of such Residence.

B. Each Owner shall generally make use of his garage for parking any vehicle(s) that he brings to the Development. To assure appropriate use of garages within the Development, the following restrictions shall apply:

(1) Except for model homes, sales offices and the like used by Declarant and, when specifically authorized by Declarant, other Builders, no garage shall be remodeled, enclosed or structurally improved for use as a recreation room, workshop, storage space, hobby facility or for any other use or facility which would interfere with its use for the accommodation of the number of full-sized passenger vehicles which the garage is originally designed to accommodate.

(2) No Recreational Vehicle of any type shall be kept or parked in any driveway, sidewalk or yard area within a Lot in such a manner that such Recreational Vehicle is visible from a public street. Garages may be used for storing or parking any Recreational Vehicle if such vehicle is completely enclosed by the garage and cannot be viewed from the street or any other Lot. As used herein "Recreational Vehicle" means any van, boat, motorcycle, camper, trailer, motor home or other vehicle which is commonly referred to as an "RV" or is generally used for recreational rather than passenger purposes.

(3) Inoperable vehicles shall be stored only in a garage or in a side yard or rear yard area where the same is screened from view from the street and any adjoining Lot.

(4) Vehicle maintenance and repairs lasting more than four hours in duration shall be conducted only in a garage or in a side yard or rear yard area where the same is screened from view from the street and any adjoining Lot.

2.12. Offensive Activities; Nuisances. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their property. Without limiting any of the foregoing, no Owner shall permit noise, including but not limited to, the barking of dogs and the excessive playing of music systems, to emanate from such Owner's Lot, which would unreasonably disturb another Member's quiet enjoyment of his Lot.

2.13. Weeds, Unsightly Items. All weeds, rubbish, debris, objects or materials of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless screened from view of adjoining streets or Lots by a fence or appropriate screen. Vacant Lots are to be kept clean and free from litter, trash, empty containers and other debris. Weeds shall be trimmed to a height not in excess of three inches.

2.14. Outdoor Lighting. Except as originally installed by Declarant or a Builder, all outdoor lighting on any Lot shall be shielded such that direct rays from the lamp are directed downward and do not cross any boundary line of such Lot.

2.15. Landscaping Requirement. Every Owner of a Lot or parcel within the Development shall be responsible for installing, within 180 days of occupancy, and maintaining in good and attractive condition, landscaping on those portions of the Lot or parcel which are visible from any street within the Development.

2.16. New Construction and Materials. . No building or structure constructed elsewhere, totally or in part, shall be moved or placed on any Lot. Without limiting the generality of the preceding sentence, it shall be construed to prescribe prefabricated homes, modular homes and mobile homes. All Residences located on any Lot shall be composed entirely of new construction. However, this Section 2.16 shall not prevent the use of used brick or any other materials that may be attractive and preservative of property values.

2.17. Licensed Contractor: Diligent Construction. A contractor licensed under the laws of the State of California shall construct all residential structures. When the construction of a building or other improvement is begun on a Lot, work shall be pursued diligently and continuously to completion, subject to weather, strikes, acts of God, and other matters beyond the control of the Owner.

2.18. Right of Inspection. During reasonable hours and after reasonable notice, the Committee shall have the right to enter upon and inspect the Development or any portion thereof and the improvements thereon, for the purposes of ascertaining whether or not the provisions of this Declaration are being complied with, and shall not be deemed guilty of trespass by reason thereof.

2.19. Sight Distance at Intersections and Within Setback Areas. The following provisions are intended to promote safety within the Development by preserving sight lines:

(1) No entrance monument or structure erected within the front setback on any Lot shall exceed three feet in height.

(2) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.20. Further Subdivision of Lots. No Lot shall be further subdivided.

2.21. Compost. No quantities of manure, composting materials or decaying vegetation matter shall be stored in such quantities as to attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

2.22. Window Covers. Curtains, drapes, shutters or blinds may be installed as window coverings. No window shall be covered with aluminum foil, bed sheet material or similar materials.

2.23. Compliance with Laws. No Owner shall permit anything to be done or kept in his Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

2.24. Utilities, Heating or Air-Conditioning Equipment. All electric, gas and telephone line installation to buildings or structures placed upon any Lot shall be underground and no electric power or telephone poles shall be installed on any portion of any Lot.

2.25. Owner to Maintain. Each Owner shall be responsible for the prompt maintenance and repair of all structures that may be constructed or installed upon his Lot, and of his yard areas. Such maintenance and repair shall be of high quality. Without limiting the generality of the foregoing, each Owner's repair and maintenance obligations shall extend to and include painting, repainting, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and mowing, pruning and otherwise maintaining all yard areas sufficiently often that the Lot has a well-kept appearance.

2.26. Soil Conditions. Certain portions of the Development may have expansive soils at varying depths. Depending on the extent and location below finished subgrade, this soils condition can have a detrimental effect on construction. Prior to any construction, each Builder and each Owner is advised to conduct appropriate additional investigations into the soils and other conditions that may have an impact on such construction.

2.27. Disclaimer: Release. Section 2.26 is specifically intended to disclose special conditions in the Development that may impact an individual's decision to build and/or reside within the Development. This disclosure is made in good faith, based upon such information as Declarant possessed as of the date of this Declaration. Prior to the purchase of any Lot, and prior to any construction, each Builder and each Owner is advised to conduct appropriate additional investigations into these and other conditions which may have an

impact on the decisions to purchase and/or construct. To the full extent permitted by law, by accepting a deed to a Lot within the Development, each Owner, for himself, his successors in interest and assigns, thereby releases Declarant, and each of its officers, agents, shareholders and employees from any and all liability for any and all damage, loss or prejudice suffered or claimed which, in any way, relates to the information disclosed in Section 2.26 or any other information relating to the Development which such Owner alleges would have affected such Owner's decision to purchase a Lot and/or construct a Residence in the Development.

ARTICLE 3. DESIGN CONTROL.

3.01. Committee Approval. It is intended that the Development be maintained in the same condition and appearance as originally developed by Declarant or any Builder. No building, fence, awning, exterior window covering, sign, house numbers or other exterior addition to or change or alteration of the Improvements shall be made until a proposal therefor has been submitted to and approved by the Design Review Committee. The proposal shall not be deemed submitted until all plans, specifications, samples and other materials necessary to adequately describe and depict the proposal have been delivered to the Committee in accordance with the Design Guidelines described in Section 3.04 below. The request for approval and relevant materials shall be deemed submitted as of the date when they are personally delivered or mailed to the Committee with postage fully prepaid.

3.02. Composition of Committee. The Committee shall have three members. The initial members of the Committee appointed by the Declarant shall be: Jeff Spitzer, Charles Todd and Peter Winn (or any other person or persons appointed by Declarant to replace them). At any time Declarant may, by a recorded statement, relinquish the right to appoint and maintain the Committee, at which time the then-record Owners of 51% or more of the Lots in the Development may elect new members of the Committee to assume and exercise all of the powers and functions of the Committee. No member of the Committee shall receive any compensation or make any charge for services.

3.03. Meetings. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Committee members shall constitute the action of the Committee and the Committee shall keep and maintain a written record of all actions taken.

3.04. Design Guidelines. Proposals shall be submitted to and reviewed by the Design Review Committee in accordance with rules and regulations known as "Design Guidelines." The Design Guidelines are intended to interpret and implement the provisions of this Declaration by setting forth: (a) the standards and procedures for Architectural Committee review, including the required content of improvement plans and specifications; (b) guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended or required for use in connection with particular improvement projects within the Development; and (c) the criteria and procedures for requesting variances from any property use restrictions that would otherwise apply to the proposed improvement under the Governing Documents. The initial Design Guidelines are attached hereto and incorporated herein as **Exhibit A**. The Design Review Committee may, from time to time, amend, supplement and repeal the Design Guidelines; provided, however, no Design Guideline shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Design Guidelines and this Declaration, the provisions of the Declaration shall prevail.

3.05. Limitation on Liability. Neither the Architectural Committee nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any mistakes in judgment, negligence or nonfeasance arising out of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any improvement project, whether or not pursuant to approved plans, drawings or specifications; provided, however, that such member has acted in good faith on the basis of such information as he possessed at the time the act or omission occurred.

3.06. Compliance with Governmental Regulations. Review and approval by the Committee of any proposals, plans or other submittals pertaining to improvements in no way shall be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the

responsibility for which shall lie solely with the Owner who desires to construct, install or modify the improvement.

3.07. Inspection. The Committee at any time may inspect any improvement for which approval of plans is required under this Declaration; provided, however, that the Committee's right of inspection shall terminate 60 days after the work of improvement shall have been completed and the respective Owners have given written notice to the Committee of such completion. If, as a result of such inspection, the Committee finds that such improvement was done without obtaining the approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of the failure to comply with the Declaration within 60 days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such actions as may be necessary to remedy the noncompliance.

3.08. Committee Enforcement. The Design Review Committee shall have enforcement rights with respect to matters required to be submitted to and approved by it and shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or that it does not conform to the plans and specifications submitted to the Committee. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.

3.09. Approval Provisions for Builders. Builders, other than Declarant, shall obtain approval in accordance with the provisions of this Article 3 of the plans and specifications for each home that such Builder plans to build on any Lot. In its application for approval of each home, the Builder shall submit, for approval by the Committee, a list of all Lots owned by such Builder upon which the Builder may place such home (the "List"). The Builder may include a Lot on more than one List and may subsequently construct on such Lot any home for which the Lot was included in the approved List.

ARTICLE 4. PROTECTION OF MORTGAGEES.

4.01. Mortgage Permitted. Any Owner may encumber his Lot with a Mortgage.

4.02. Mortgage Protection. No breach of the covenants, conditions or restrictions herein contained shall affect, impair, defeat or render invalid the lien or charge of any first Mortgage made in good faith and for value encumbering any Lot. But all covenants, conditions and restrictions of this Declaration shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

4.03. Curing Defaults. A Mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is not curable or of a type which is not practical or feasible to cure.

4.04. Resale. It is intended that any loan to facilitate the resale of any Lot after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and is entitled to all of the rights and protections afforded to other Mortgagees.

ARTICLE 5. LIMITATION OF RESTRICTIONS ON DECLARANT AND BUILDERS.

5.01. Completion and Sale of the Development. Declarant and any Builders are undertaking the work of constructing residential dwellings and incidental improvements upon the Development. The completion of that work and the sale or other disposal of the Lots is essential to the establishment and welfare of the Development. In order that such work may be completed as rapidly as possible, and notwithstanding any provision in this Declaration which is or which appears to be to the contrary:

A. **Additional Facilities.** Declarant and each Builder, but only with the consent of Declarant, shall be entitled to place, construct, locate, and maintain such facilities as Declarant in its sole opinion believes to be reasonably required, convenient or incidental to the construction and sale of houses upon the Lots. These facilities may include, but shall not be limited to such things as business offices, storage areas, construction trailers, temporary buildings, construction yards, construction materials, and construction equipment of every kind, model homes, parking facilities, sales offices and signs identifying

Declarant or the Builder and advertising the homes for sale. Declarant and each Builder, but only with the consent of Declarant, shall have the right to move all or any portion of its facilities from one location to another at any time and from time to time, as Declarant sees fit. In any event, however, each party's facilities shall be located entirely upon a Lot or Lots owned by that party.

B. **No Nuisance.** Normal and customary construction activity shall not be deemed a nuisance or other violation of this Declaration.

C. **Termination of Exemptions.** Those provisions of this Declaration which provide special privileges and/or exemptions to the Declarant and to Builders shall automatically terminate as to the Lots owned by the Declarant or Builder, as appropriate, on a Lot by Lot basis as of the time such Lot is conveyed to an individual home buyer. Prior to their termination in accordance with this Section 5.01.C, however, such provisions may not be amended without the written consent of the affected Builder, or in the case of Lots owned by the Declarant, without the written consent of the Declarant.

5.02. **Creation of Easements.** Declarant shall have the right at any time prior to acquisition of title by a grantee to establish additional easements, reservations and rights-of-way to itself, its successors and assigns in any conveyance of the Development or any portion thereof. Declarant or the organization for whose benefit easements, reservations and rights-of-way have been established shall have the right at any time to cut and remove any trees or branches or any other unauthorized object from such easements, reservations and rights-of-way.

5.03. **Assignment of Rights.** Declarant may assign the rights of Declarant in this Declaration, in whole or in part, to any successor (to all or any part of Declarant's interest in the Development as developer) by an express assignment incorporated in a recorded deed that transfers an interest to such successor.

5.04. **Right to Alter Plans.** Declarant reserves the right to alter its construction and development plans and designs as it deems appropriate, including, without limitation, the right to alter the size, price range and elevations of the homes offered for sale within the Development. Nothing in this Declaration shall be deemed to obligate Declarant to build out the Development in any particular manner or at all.

ARTICLE 6. MISCELLANEOUS PROVISIONS.

6.01. **Enforcement.** Any owner or successor in interest of any owner, shall have the right to enforce, by proceedings law or hereafter imposed provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restriction, conditions, covenants, or reservations and the right to recover damages for such violation. Failure by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

6.03. **Term.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 35 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years.

6.04. **Amendment.** Prior to the conveyance of the first Lot to an Owner other than Declarant, this Declaration may be amended in whole or in part, or revoked in its entirety, by Declarant alone. After the conveyance of the first Lot to an Owner, this Declaration may be amended, in whole or in part, or revoked in its entirety by the written consent of not less than 51% of the record Owners of Lots, each Lot being entitled to exercise one vote. Notwithstanding the provisions of this Section 6.03, unless otherwise agreed to by Declarant, the Owners shall not have the power to amend this Declaration or to affect, modify or nullify the rights and privileges conferred on Declarant by this Declaration, including, without limitation, the provisions of Sections 2.01, 2.11, 2.12, Article 3, Article 5, Sections 6.03 and 6.04, and Article 7.

6.05. **Attorneys' Fees.** In the event any of the Owners, Declarant or Declarant's successors and assigns shall commence legal proceedings for the purpose of enforcing any provision, covenant or condition of this Declaration, or by reason of any breach arising under the provisions of this Declaration, then the

successful party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by the Court or Arbitrator. Without limiting the generality of the foregoing, the prevailing party shall be entitled to recover its attorneys' fees and other legal expenses incurred in connection with a bankruptcy or other insolvency-related proceeding of the other party (and including such fees and expenses incurred in efforts, whether successful or not, to obtain adequate protection, annulment, modification or termination of the automatic stay).

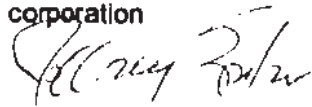
ARTICLE 7. TERMINATION OF ANY RESPONSIBILITY OF DECLARANT.

In the event Declarant shall convey all of its rights, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant. This Article shall not terminate any responsibility of Declarant for acts or omissions occurring prior to the conveyance to such partnership, individual or individuals, corporation or corporations. However, this shall not limit Declarant's right to enter into a contract or agreement dealing with such acts or omissions providing the contract or agreement is enforced by Declarant, if necessary.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 3 day of February, 2000.

LENNAR RENAISSANCE, INC.
a California corporation

By _____



Jeffrey Spitzer
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

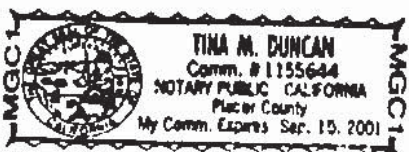
State of California

County of Placer

On 2/3/2000 before me, Tina M. Duncan, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jeffrey Spitzer
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Tina M. Duncan
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT A TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SHELDON PACIFIC UNIT NO. 1**

DESIGN GUIDELINES

Exhibit A
DESIGN GUIDELINES
(SHELDON PACIFIC UNIT NO. 1)

ARTICLE 1. GENERAL.

These are the Initial Design Guidelines ("Guidelines") contemplated by Section 3.04 of the Declaration of Covenants, Conditions and Restrictions for Sheldon Pacific Unit No. 1 ("Declaration") in Sacramento County, California. Capitalized terms not defined in these Guidelines shall have the meanings set forth in the Declaration.

Except for original construction by the Declarant under the Declaration, or any Builder, the exterior appearance of all of the initial improvements on a Lot and all subsequent alterations or additions thereto shall require the prior written approval of the Design Review Committee. Such improvements, alterations and additions include, but are not limited to, any Residence, garage, fence, wall, gazebo or other accessory buildings, spa, swimming pool or other structure, and any landscaping or alteration thereof (except for routine trimming, replanting and maintenance) visible from any adjacent Lot or from any road within the Sheldon Pacific Unit No. 1 Development.

These Guidelines are intended to interpret and implement the provisions of the Declaration by setting forth: (a) the standards and procedures for Architectural Committee review, including the required content of improvement plans and specifications; (b) guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended or required for use in connection with particular improvement projects within the Development; and (c) the criteria and procedures for requesting variances from any property use restrictions that would otherwise apply to the proposed improvement under the Governing Documents.

The Design Review Committee ("Committee") may, from time to time, amend, supplement and repeal these Guidelines; provided, however, no Design Guideline shall be in derogation of the minimum standards required by the Declaration. In the event of any conflict between the Design Guidelines and the Declaration, the provisions of the Declaration shall prevail.

ARTICLE 2. PROCEDURES.

2.01. Approval Required Before Permit Application. No Owner shall apply for a building permit or commence construction until all the plans and specifications for the proposed improvements have been reviewed and approved by the Committee. If the County or other governmental agency requires a change in the plans and specifications previously approved by the Committee, the Owner shall resubmit such changes to the Committee for its approval before commencing work. The Committee shall not unreasonably withhold its approval of any such changes required by the County or other governmental agency.

2.02. Overview. The following are the basic steps required in order to commence construction or alterations with Committee approval:

- (1) Review copies of the Declaration and these Guidelines.
- (2) Prepare and submit to the Committee initial design concept sketches and/or schematic drawings. Descriptions of the colors and materials to be used should be included.

If requested to do so by the Committee, revise sketches, schematics and/or colors and materials, incorporating Committee comments, and resubmit for further review.

- (3) Once sketches/schematics have been approved, prepare and submit to Committee detailed construction drawings that conform to the prior approval. If prior approval contained specific conditions, show how compliance with those conditions will be obtained. Include color and material samples and other items when requested by the Committee.

If requested to do so by the Committee, revise construction drawings and/or colors and materials, incorporating Committee comments, and resubmit for further review.

- (4) Submit Committee-approved construction plans to County building department for review and approval and building permit.
- (5) Submit County-required changes, if any, to the Committee for its review and approval.
- (6) Once Committee and County approvals have been obtained on final construction plans, commence construction.

2.03. Contents of Submission Package. Packages submitted to the Committee for approval shall contain the following information and materials:

- (1) Location map, including street address and Lot number.
- (2) Appropriate construction drawings at 1/4-inch scale, including floor plans, exterior elevations, structural designs and cross-section drawings.
- (3) Site plan showing the boundary of the Lot, indicating contour grading design at 20 scale, and including information concerning drainage and erosion control as required by the topography of the Lot.
- (4) Specifications including exterior color schemes and samples of colors and materials necessary.
- (5) Landscaping plans showing type, location and size of trees, bushes, shrubs, plants, hedges and fences. Both initial planting size and mature height and size of plantings should be included.
- (6) Such additional plans and specifications or other information as may be reasonably requested by the Committee.
- (7) The fee, if any, required by Section 2.04.
- (8) Owner's name and a day and evening telephone numbers.

Plans shall be prepared by a duly licensed architect or other person approved by the Design Review Committee. Plans shall be submitted in a writing signed by the Owner or that Owner's authorized agent.

2.04. Fees. The Committee shall have the power to adopt a schedule of nominal fees, and thereafter to amend the same from time to time, which shall be applicable to each application for approval by the Committee. If and when such a schedule is adopted, submissions to the Committee shall include the fee payable according to the then current schedule.

2.05. Review Periods. Absent extraordinary circumstances, the Committee shall review and respond to submissions received by it within the following time periods:

- (1) Within 21 days after receipt by the Committee of initial design sketches/schematic drawings, and within 10 days after receipt by the Committee of resubmitted sketches/schematic drawings.

- (2) Within 21 days after receipt by the Committee of detailed construction drawings, specifications, color and material samples, and within 10 days after receipt by the Committee of resubmitted construction drawings, specifications, color and material samples.

The plans and request for approval shall be deemed submitted as of the date when they are actually received by the Committee, return receipt requested, with postage fully prepaid, or personally delivered and received by a member of the Committee.

2.06. Committee Response: Failure to Respond. Whenever reasonably possible, the Committee's response to a submission shall be given within the time period specified in Section 2.05, and shall either approve the submission or specify, in reasonable detail, all of the deficiencies noted by the Committee. If the Committee fails to respond within such time period, the particular submission shall be deemed approved. Neither the approval of a preliminary submission, nor the deemed approval thereof, shall relieve the applicant of the obligation to obtain all subsequent approvals set forth above; and, the failure of the Committee to respond shall not constitute a deemed approval to commence construction unless such failure to respond exists for a period of 60 days following the receipt by the Committee of all materials specified in paragraphs (1), (2), (3), (4), (5), (7) and (8) of Section 2.03. Under appropriate circumstances, the Committee's response may be that it requires an additional period of time or additional materials, each of which shall be identified in the response, in order to provide a meaningful response.

2.07. Commencement of Construction: Expiration of Approval. Any approval given by the Committee shall be valid for a period of six months unless the approval specifies a longer or shorter period of time.

- (1) If, following a particular approval from the Committee, the subsequent submission (e.g., detailed construction plans following schematic approval) has not been received within such period, then the application for approval shall be deemed abandoned, and any new submission shall be treated as an initial submission (as opposed to a resubmission), requiring all approvals.
- (2) Once the Committee has given final approval, construction shall commence within six months after the date of approval, or within such longer or shorter period of time specified in the approval. If construction is not commenced within such period, the approval shall cease and be of no effect, and the Owner must obtain a new approval prior to commencing construction. Any subsequent submission, even upon previously approved construction plans, shall be treated as an initial submission requiring all approvals.

2.08. Approval Criteria. Approval or disapproval of the Committee shall be based, among other things, on:

- (1) Adequacy of site dimensions;
- (2) Conformity and harmony of external design with neighboring structures;
- (3) Effect of location and use of improvements and landscaping on neighboring property, improvements, landscaping operations and uses;
- (4) Relation of topography, grade and finished ground elevation of the property being improved to that of neighboring property;
- (5) Proper facing of main elevations with respect to nearby streets, preservation of view and aesthetic beauty; and
- (6) Conformity of the plans to the purpose and general plan and intent of the Declaration.

2.09. Diligent Completion of Construction. Once construction of is begun on a Lot, work shall be pursued diligently and continuously to completion, subject to weather, strikes, acts of God and

other matters beyond the control of the Owner. The exterior finish, including finished painting of any Residence, shall be completed, in any event, within 12 months after the commencement of construction.

ARTICLE 3. DESIGN GUIDELINES.

3.01. General Guidelines. The following design guidelines shall apply to all construction except that originally installed by Declarant or a Builder:

- (1) **Type and Character of Design.** Exterior design of all the improvements on any Lot shall be compatible with the overall atmosphere of Sheldon Pacific Unit No. 1 as originally developed by Declarant. Approval of such exterior design shall be in the sole discretion of the Design Review Committee.
- (2) **Home Size.** Each Residence shall have a total finished floor area (excluding decks, patios, porches, overhangs, balconies and garages) of at least 1,900 square feet.
- (3) **Garages and Driveways.** The residential improvements on each Lot shall include a garage to accommodate at least two cars. Carports shall not be allowed. At least one garage door in each Residence Unit shall be equipped with a garage door opener. Each Lot shall provide off-street guest parking to accommodate a minimum of two guest vehicles, with such parking areas screened from direct view from the road and neighboring properties, wherever possible. Driveways shall be constructed of paving stones, concrete, washed aggregate, brick, masonry, or interlocking concrete pavers. Planted turf-stone or turfcrete may be used in guest or temporary parking areas. Use of permeable paving materials or permeable spaces between paving strips in parking areas is encouraged. Unpaved parking areas are not allowed.
- (4) **Fences.** All fences, including the location, style, color, height and function of such fence, must be approved in writing by the Committee prior to installation. The following guidelines shall apply to all fences and walls other than those installed by Declarant or a Builder:
 - (a) New walls and fences may be constructed of masonry, concrete block, wood, wrought iron or stucco, so long as the materials used and final appearance are of a quality, color and style that are harmonious with the community. No chain link fencing may be installed on any Residential Lot.
 - (b) Structural framing of the unfinished side of any fence or wall shall not be exposed to any public street or drive.
 - (c) Repairs to fences and walls originally installed by Declarant or a Builder, and extensions of such fences and walls, shall be of the original material and color used by the Declarant or Builder. If such materials or colors are no longer available, the Committee shall prescribe reasonable substitute materials and colors.
 - (d) No fence or wall may be higher than six feet, measured from grade.
- (5) **Building Materials.** There shall be no prescribed siding material, except that no vertical side of any structure shall have a finished surface of siding material that the Committee deems unsuitable or inferior. No reflective finishes shall be used on exterior surfaces with the exception of hardware items.
- (6) **Roofs.** Roof pitch shall be in conformance with the architectural style of the overall design of the particular home.

- (a) No gambrel, mansard, false mansard, shed, curvilinear, domed A-Frame or Quonset roofs shall be permitted.
 - (b) All structures shall have Class A roofing.
 - (c) Roofing materials shall be clay-fired tile or concrete tile or acceptable substitutes.
 - (d) All rooftop colors shall be subject to Committee approval. Rooftop heating and/or air-conditioning units are prohibited with the exception of solar energy panels. Wherever possible, solar energy shall be installed in such a manner as to not be visible from any road.
- (7) Patio and Gazebo Covers. Patio covers and gazebo covers shall be made of wood or tile which matches the house roof tile except where the particular patio cover incorporates a trellis-type solar collector. In this latter case, the cover shall be incorporated into the house improvements in as aesthetically pleasing a manner as reasonably possible. Wood trim must be painted to match house trim, or must be left in its natural color (clear protective coatings shall be permitted). No aluminum, metal, plastic (other than trellis-type collectors), fiberglass, cloth, composition shingle or screen material shall be used.
- (8) Awnings. No exterior rolled shutters or awnings shall be permitted.
- (9) Solar Collectors. It is the policy of this development to encourage the use of effective solar energy systems while still protecting the aesthetic quality of the neighborhood. Solar swimming pool collectors are of particular concern, given the sheer size and number of collectors necessary for effective swimming pool heating. The Committee shall strive to reach creative solutions that balance these concerns. Toward that end:
- (a) "A-frame" collector panels, which extend no more than one foot above fence level, shall be permitted in back and/or side yards. This will enable the Owner to use standard panels while preserving neighborhood views.
 - (b) "Trellis-type" systems, which use large diameter round piping, shall be encouraged. These systems do not appear to be as dependent upon "ideal" sunlight angle and direction as flat panels, and appear to be capable of producing a greater quantity of hot water than other systems. Because of their design, trellis-type systems may be suitable for patio covers, pool equipment covers and freestanding structures away from the house.
- (10) Utility Buildings. No prefabricated storage shed or similar object not matching the architectural style of the home shall be located on any Lot where the same is visible from the street in front of the Lot.

3.02. New Construction. All buildings erected on any Lot shall be of new construction. However, this section shall not prevent the use of used brick or other materials that may be attractive and preservative of property values.

3.03. Drainage and Erosion Control. The Established Drainage on any Lot shall not be altered without the approval of the Committee. In designing and constructing the improvements on any Lot, the Owner shall provide for adequate drainage and erosion control. After construction, the Owner shall properly maintain all drainage and erosion control facilities.

ARTICLE 4. VARIANCES.

Variations shall be considered only when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations impose an undue burden on the Owner

in attempting to comply with the provisions of the Declaration and these Guidelines. All requests for variances shall comply with the procedures set forth in Article 2 of these Guidelines, and shall, in addition, contain:

- (1) A detailed written explanation as to the peculiar circumstances affecting the Owner's Lot which warrant consideration of a variance, including the specific portions of the Declaration and these Guidelines from which such Owner requests relief; and
- (2) A detailed written explanation of the various alternatives considered by the Owner, the reasons such Owner believes such alternatives are unacceptable, and the steps taken or to be taken by such Owner to minimize the impact of his construction on the remaining Owners in Sheldon Pacific Unit No. 1.

If a variance is granted, such variance shall not operate to waive any of the terms and provisions of the Declaration for any purpose except as to the particular improvement and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of all or any portion of the Lot. The granting of one variance shall in no way serve as precedent for or preclude the Committee from denying any subsequently requested variance.

ARTICLE 5. MISCELLANEOUS.

5.01. Limitation on Liability. Neither the Declarant, nor the Committee, or any member thereof, shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any mistakes in judgment, negligence or nonfeasance arising out of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any improvement project, whether or not pursuant to approved plans, drawings or specifications; provided, however, that such member has acted in good faith on the basis of such information as he possessed at the time the act or omission occurred.

5.02. Compliance with Governmental Regulations. Review and approval by the Committee of any proposals, plans or other submittals pertaining to improvements in no way shall be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Owner who desires to construct, install or modify the improvement. Similarly, the approval of the Committee shall in no way be deemed to be a determination that the improvement is structurally sound.

5.03. Inspection. The Committee at any time may inspect any improvement for which approval of plans is required under the Declaration. If, as a result of such inspection, the Committee finds that such improvement was done without obtaining the approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, the Committee shall notify the Owner in writing of the failure to comply with the Declaration within 60 days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such actions as may be necessary to remedy the noncompliance. Notwithstanding the foregoing, however, the Committee's right of inspection shall terminate 60 days after the work of improvement shall have been completed and the respective Owners have given written notice to the Committee of such completion.

5.04. Committee Enforcement. In addition to other enforcement provisions set forth in the Declaration, the Committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or that it does not conform to the plans and specifications submitted to the Committee. Such order may be issued in any reasonable form, including, but not limited to, posting a notice of violation on the Development. Once such an order is posted or received by the Owner, whichever occurs first, the Owner shall cease all work until such Owner has received Committee approval of a written plan for bringing such matter into compliance with the provisions of the Declaration and these Guidelines.

5.05. Completion Not Deemed to Be Approval. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of

violation or commencement of a suit to enjoin such work. Notwithstanding the foregoing, however, if the Committee, Declarant or any other Owner has failed to take any action within one year following the recordation of a notice of completion with respect to such work, the requirement for approval shall be deemed to have been waived.

5.06. Meetings. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Committee members shall constitute the action of the Committee and the Committee shall keep and maintain a written record of all actions taken.