

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO:

United Independent Title Co.  
851 Sutton Way  
Grass Valley, CA 95945

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
INDIAN TRAILS

THIS DECLARATION is made on the date set forth below by Erickson Realty, Ltd.  
(referred to in this Declaration as "Declarant").

SECTION 1: RECITALS

- 1.01. Description of Real Property. Declarant is the owner of that certain real property located in Nevada County, California, which is more particularly described as follows:

Lots 1 through 30, inclusive, as shown on the Map entitled "Indian Trails—Final Map No. 04-006", which Map recorded \_\_\_\_\_, 2006 in Book \_\_\_\_\_ of Maps, Page \_\_\_\_\_, Nevada County Records.

- 1.02. Common Plan for Project. By this Declaration, Declarant intends to establish a common scheme for architectural approval within the Project.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for improvement of the Property and the division thereof into Lots. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, all parties having or acquiring any right, title or interest in or to any part of the Project.

## SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

- 2.01 “Architectural Control Committee or “Committee” shall mean the committee created pursuant to Section 3, below, entitled “Architectural Control”, and which is charged with architectural approval and control of the Improvements within the Project.
- 2.02 “Architectural Control Guidelines” or “Guidelines” shall mean the written architectural review standards, if any, promulgated by the Architectural Control Committee as provided in the Section below entitled “Architectural Control”.
- 2.03 “County” shall mean Nevada County, California, the County in which the Project is located.
- 2.04 “Declarant” shall mean Erickson Realty, Ltd, its successors and assigns.
- 2.05 “Improvements” shall mean all Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes and major landscaping of any kind. “Improvement” shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface, subsurface water from, upon, under or across any portion of the Project. “Improvement” shall also mean any utility line, conduit, pipe or other related facility or equipment.
- 2.06 “Lot” shall mean any parcel of land shown on the Map.
- 2.07 “Map” shall mean that Subdivision Map entitled, “Indian Trails – Final Map No. 04-006”, which Map recorded \_\_\_\_\_, 2006, in Book \_\_\_\_\_ of Maps, at Page \_\_\_\_\_, of the Official Records of said County.
- 2.08 “Mortgage” shall mean a mortgage or deed of trust encumbering a Lot.
- 2.09 “Mortgagee” shall mean and shall include a beneficiary or holder of a deed of trust, a mortgagee of a mortgage or seller under an installment land contract.
- 2.10 “Mortgagor” shall mean the trustor of a deed of trust, a mortgagor of a mortgage, or purchaser under an installment land contract.
- 2.11 “Owner” shall mean each person or entity, including Declarant, holding a record fee ownership interest in a Lot. “Owner” shall not include persons

or entities who hold an interest in a Lot merely as security for the performance of an obligation.

- 2.12 “Project” or “Property” shall mean the real property described on Exhibit “A” attached hereto, including any Improvements erected thereon.
- 2.13 “Public Report” shall mean a Final Subdivision Public Report issued by the Department of Real Estate of the State of California for the Project.
- 2.14 “Residence” shall mean a dwelling structure on a Lot, but is not intended to exclude a “guest house” for the entertainment of social guests, nor servants quarters for servants or other employees employed upon the premises of a Lot, nor “Granny Houses”, as they may be permitted by the County Ordinance.
- 2.15 “Structure” shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any building, garage, outbuildings, driveway, walkway, concrete pad, asphalt pad, fence, wall, pole, sign, antennae, or sprinkling system.

### SECTION 3: ARCHITECTURAL CONTROL

- 3.01 General Limitation. Subject to the exemptions described below, no improvement and/or Structure may be constructed, erected, painted, altered or changed on any portion of the Project without the prior written approval of the Architectural Control Committee (“Committee”).
- 3.02 Exemptions. Notwithstanding Section 3.01, no Committee approval shall be required for nor shall any committee minimum construction standards apply to the following: (i) Improvements constructed by, at the direction of, or with the approval of Declarant; (ii) normal maintenance of exempt or previously approved Improvements; (iii) repair or rebuilding of an exempt or previously approved Improvements; (iv) changes to the interior of an exempt or previously approved Structure; (v) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.
- 3.03 Architectural Control Committee
- a. Number and Appointment. The Committee shall be formed and shall consist of three members. Declarant may appoint all of the original members of the Committee and all replacements until the first anniversary of the issuance of the original Public Report for the Project. The Declarant reserves to itself the power to appoint a majority of the members of the Committee

until 90% of all the Lots in the Project have been sold or until the fifth anniversary of the original issuance of the Final Public Report for the Project, whichever occurs first.

After one year from the date of the issuance of the original Public Report for the project, the Committee shall have the power to appoint one member to the Committee until 90% of all the Lots in the overall Project have been sold or until the fifth anniversary date of the original issuance of the Final Public Report for the Project, whichever first occurs.

Thereafter, the Committee shall have the power to appoint all of the members of the Committee. Members appointed to the Committee shall be from the membership of the Project. Members appointed to the Committee by the Declarant need not be members of the Association. In the event of death or resignation of any member of the Committee, the successor shall be appointed by the person, entity or group which appointed such member until Declarant no longer has the right to appoint any members to the committee, and thereafter the Committee shall have the full authority to designate such a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant hereto.

- b. Operation. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. A majority of the Committee members may designate a representative of the Committee to act for it. Except as provided elsewhere herein, any decision may be made by the Committee upon an affirmative vote of two-thirds (2/3) of its members. The Committee shall keep and maintain a record of all actions from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it. The members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement, from fees collected by the Committee, for reasonable expenses incurred by them in connection with the performance of their duties.
- c. Duties. The Committee may adopt Architectural Control Guidelines (“Guidelines”) as provided below and shall perform other duties imposed upon it by this Declaration or applicable laws and regulations.
- d. Address. The address of the Committee shall be determined by resolution of the Committee. Such address shall be the place for

the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept.

- e. Guidelines. The Committee may, from time to time, adopt or amend Guidelines prospectively. Said Guidelines shall interpret and implement the provisions of this Section by setting forth more specific standards and procedures for Committee review. All guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements in the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards set forth herein, and otherwise shall be in conformity with the purposes and provisions of this Declaration. A copy of the current Guidelines shall be available for inspection and copying by any Owner at any reasonable time during customary and normal business hours.
  
- f. Standards. The following minimum standards shall apply to any Improvements constructed, painted, altered or changed on the Project except for any Improvements exempted from Committee approval and minimum standards as provided in Section 3.02 above:
  - (I) All improvements shall be constructed, painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to Project Improvements.
  
  - (II) All Lots shall be landscaped with a combination of trees, shrubs, ground cover, lawn, natural vegetation and limited decorative rock, bark, and similar materials. Berming may be utilized so long as it does not disrupt proper drainage within the Project. Landscaping shall be designed so as to compliment, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs. Stone, gravel, concrete and similar materials shall be used only for complimentary and supplementary purposes and no Lot shall be covered entirely with such materials; maximum impervious coverage of 30%.
  
  - (III) All solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the Project.

- (IV) All primary one-story Living Units shall have a minimum size of Two-Thousand (2,000) square feet (excluding garages, carports, accessory buildings, covered or uncovered patios and porches). All primary two-story Living Units shall have a minimum size of Two-Thousand Five Hundred (2,500) square feet (excluding garages, carports, accessory buildings, covered and uncovered patio and porches), and all lots shall have a minimum of two enclosed parking spaces. The architectural style and materials of the primary residence will be emulated with the construction of the garage.
- (V) The minimum roof pitch for a dwelling Unit shall be 5 in 12.
- (VI) In reviewing proposed Improvements for approval, the Committee shall consider at least the following:
  - 1. Does the proposed Improvement conform to the purposes and provisions of the Project?
  - 2. Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project?
  - 3. Is the proposed Improvement of a design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate area?
  - 4. Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access of other portions of the Project?

3.04 Committee Approval Process – Approval Application. Any persons proposing to construct, paint, alter or change any Improvement on the Project which requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and the time schedule for performing such work. The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specification for the work are required by the Committee, the applicant shall be notified of such requirement within thirty (30) days of receipt by the Committee of his initial application or the application shall be deemed sufficiently submitted as of that date. If timely notified, the applicant shall submit additional plans and specifications for the proposed work in the form and content reasonably required by the Committee and his application shall not be deemed

sufficiently submitted until that date. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping.

- 3.05 Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all Guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails to notify the applicant of the action taken by the Committee within thirty-five (35) days after sufficient submission of an application the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record.
- 3.06 Review by City of Nevada City. Lots 15 and 16 are subject to review by the Nevada City Planning Commission in addition to the review by the Architectural Control Committee.
- 3.07 Commencement, Completion of Approved Work. Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith. The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a shorter or longer period at the time of its approval, or subsequently to extend the period upon a showing of good cause, and in the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work shall be required to resubmit his application for the approval of the Committee.

All approved work shall be completed within one (1) year after the date of commencement, or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension by the number of days that work is delayed by causes not under the control of the applicant or his contractor or as otherwise extended by the Committee. Upon completion of approved work the applicant shall give written notice thereof to the Committee.

If for any reason the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of said notice of

completion from the applicant, the improvement shall be deemed to be completed in accordance with said approved plans.

- 3.08 Inspection, Non-Compliance. The Committee, or any authorized representative shall have the right during normal business hours, after forty-eight (48) hours notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with this Declaration and the Guidelines.

If at any time the Committee determines that work is not being performed or was not performed in compliance with this Declaration and the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the owner in writing of such non-compliance specifying the particulars of non-compliance, and demanding that the owner remedy such non-compliance within a reasonable and specified period.

In the event that the Owner fails to remedy such non-compliance within the specified period, the Committee shall have the right and duty to remedy the non-compliance in any appropriate manner permitted by this Declaration and the Guidelines, or as otherwise permitted by law or in equity, including but not limited to removing the non-complying Improvement, correcting the non-complying Improvement, completing the non-complying Improvement, or recording a notice of non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Committee for any costs incurred in enforcing these provisions and such costs may be recovered by the Committee in an action of law against such individual lot owner.

- 3.09 Waiver. The approval by the Committee of any plans, drawings or specifications for any Improvements constructed or proposed, or in connection with any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural control provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.
- 3.10 Estoppel Certificate. Within thirty (30) days after written demand is delivered therefore to the Committee by any Owner or Mortgagee, and upon payment to the Committee of a reasonable fee (as fixed from time to time by resolution of the Committee), the Committee shall execute and



deliver in recordable form, if requested. any estoppel certificate executed by any two (2) of its members, certifying, with respect to any Lot of said Owner or Mortgagee, that as of the date thereof either (a) all improvements made and other work done upon or within said Lot comply with the requirements of the Committee and this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance. Such statement shall be binding upon the Committee in favor of any person who may rely thereon in good faith.

- 3.11 Liability. Neither the Declarant, the Committee, nor any Committee member thereof shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Project, (d) the execution and filing of an estoppel certificate pursuant to Section 3.10, or (e) the execution and filing of a notice of noncompliance or noncompletion pursuant to Section 3.08, whether or not the facts therein are correct, if the Declarant, the Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and by approving such plans and specifications neither Declarant, the Committee, nor any Committee member thereof, assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

#### SECTION 4: USE RESTRICTIONS

- 4.01 Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for the site of a single family Residence by the Owners, their contract purchasers, lessees, tenants, or social guests. This Subsection is intended to exclude every form of boarding or lodging house, sanitarium and hospital, and the like but is not intended to exclude a "guest house" for the entertainment of social guests, nor servants quarters for servants or other employees employed upon the premises of a Lot nor "Granny Houses" as may be permitted by County Ordinance. No trade or business or commercial activity shall be carried on or conducted upon any Lot except as follows:
- (a) Declarant, its successors or assigns, may use any Lot in the Project owned by Declarant for a model home site and display and sales office

during construction and until the last Lot is sold by Declarant, or until 5 years from the date of closing of the first sale of a Lot in the Project, whichever occurs first; and

- (b) This Subsection shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a Residence, and permitted by local law, are conducted in such a manner as to not adversely affect other Owners' use and enjoyment of the Project, and have received prior written approval from the Committee.

- 4.02 Access. Access to the Project is to be taken at the West intersection of Indian Trail and Indian Flat Road.
- 4.03 Building. No metal clad buildings are allowed within the project.
- 4.04 Building Setbacks. The building setbacks established within the Nevada County Zoning Ordinance for the Residential Agriculture (RA) Zoning District shall apply. In addition, the setback along the exterior project boundary within Lots 25, 26, 27 and 30 shall be increased to thirty (30') feet. The rear yard setback for Lots 15 and 16 shall be seventy-five (75') feet.
- 4.05 Maintenance of Lots and Improvements. Each Owner shall be responsible for maintaining his Residence and Lot, including all Improvements and landscaping on such Lot in good condition and repair, so as to prevent them from becoming unsightly, unsanitary or a health hazard. Maintenance of landscaping shall include but not be limited to grass, weeds and vegetation on each Lot being kept mowed, cut or pruned at regular intervals so as to maintain the same in a neat and attractive manner. Grass clippings, dead shrubs, prunings, leaves and other refuse shall be put in receptacles, not excluding composting receptacles, and shall not be put in any other location which may detract from the appearance of the Lot. Nothing in this Subsection shall be interpreted or constructed to prevent the Declarant, or contractors hired by the Declarant, from storing construction materials, or any materials of matter resulting from construction, on Lots during the course of construction of improvements.
- 4.06 Vehicle Restrictions and Parking. No trailer, recreational vehicle, camper, motor home, motorcycle, commercial vehicle, truck with trailer, truck (other than a standard size pickup truck), inoperable vehicle, boat or similar equipment shall be permitted to remain upon any area within the Property, except within an enclosed garage structure, other than temporarily, not to exceed two (2) weeks within any six (6) month period. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be

unobtrusive and inoffensive as determined by the Committee. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be operated upon the Property. Major vehicle repair shall be performed only within an enclosed garage structure.

- 4.07 Fencing. To protect the agricultural and domestic use of this property while still facilitating the free movement of wildlife, no solid fence shall be placed on any lot except around the single-family dwelling, cultivated areas and animal enclosures. The enclosure around the cultivated area shall not exceed thirty-three (33%) percent of the lot area. Perimeter fencing shall be limited to three or four strand barbed-wire or similar open type material. The bottom wire strand shall be restricted to barbless wire, and shall be subject to the fencing standard of the Nevada County Land Use and Development Code.
- 4.08 Signs. No signs of any kind shall be displayed to the public view on or from any portion of the Project without the approval of the Committee except as follows:
- a. One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent or exchange displayed from a Lot; and
  - b. Such signs as may be used by Declarant or its assignees in connection with the development of the project and sale of Lots; and
  - c. Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.
- 4.09 Lighting. All exterior light fixtures shall be shielded downward to prevent the light source or lens from being visible from adjacent properties, roadways, and the night sky. The use of high pressure sodium or mercury vapor fixtures, spot lights and floodlights, is prohibited. All future construction plans shall include a lighting detail that depicts the installation of full cut-off light fixtures.
- 4.10 Animals. No animals or birds of any kind shall be raised, bred or kept on any Lot or portion of the Property, except that usual and ordinary household pets such as dogs, cats, or birds may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times. Notwithstanding the foregoing, no pets may be kept on the Property which result in an annoyance or nuisance to other Owners.

- 4.11 Trash; Storage of Materials. All garbage and trash shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring lot except for a reasonable time prior to or after collection. All woodpiles or storage piles shall be kept screened and concealed from view of other Lots and streets. Garbage and trash shall be placed for pick up as required by the disposal service and any rules adopted by the Committee.
- 4.12 Antennae; Roof Projections. No antennae, towers, aerials or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained on any Lot except installations within Structures constructed on a Lot or by underground conduits. No such item or equipment shall be erected or maintained upon the outside of any building on the properties unless the same has been approved in writing by the Architectural Control Committee.
- 4.13. Design and Construction Restrictions. The construction of Improvements on each Lot is subject to the Design Manual (“Guidelines”), if any, as promulgated and administered by the Architectural Control Committee.
- 4.14 Stove. All residences must be adequately heated throughout by electric, natural gas, propane or some other form of non-wood heat.
- 4.15 Window Coverings. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.
- 4.16 Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring lot.
- 4.17 Major Appliances. No major appliances, including without limitation clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Structure or Improvement.
- 4.18 Tree Retention and Preservation of Environmental Sensitive Areas. All Owners shall comply with the following Restrictions with respect to tree retention and preservation of open space areas within the project.
- a) Tree Retention. All efforts shall be made to incorporate existing trees and other vegetation and natural features into the fabric of the landscape setting. Before final site planning is completed, areas of

existing vegetation shall be located for incorporation into the final site plan where practicality and grading allow for preservation. All vegetation to remain shall be fenced with temporary fencing at the drip line of the tree prior to the beginning of construction (the drip line is the radius from the trunk required for water percolation and gas exchange).

- 4.19 Drainage. No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Project without the approval of the Committee.
- 4.20 Nuisances; Offensive Activities. No noxious, illegal, or seriously offensive activities shall be carried on within any Lot, or in any other part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Owner's Lot, or which shall in any way increase the rate of insurance for any other Lot (or Owner).
- 4.21 Temporary Structures. No structure which is temporary in character, including, without limitation, any trailer, tent, shack, garage, barn or other out-building, shall be used as a residence on any Lot at any time; provided, however, that Declarant reserves the right to construct and maintain temporary buildings, structures and vehicles on the Property in connection with the construction and administration of initial Improvements.
- 4.22 Fire Protection/Safety Impacts. To avoid potentially adverse impacts associated with additional residential structures located on this site, and the need for emergency access to be provided for those structures, the following mitigation measures shall be required prior to issuance of a Building Permit:
- a. Provide access to each residence per Nevada County Ordinance 1734.
  - b. Provide a 100' minimum brush clearance around all structures.
  - c. Class "A" roofing materials shall be required on all structures.
  - d. Pay all fees in accordance with Nevada County Consolidated Fire District's fee schedule for inspections and/or plan checks.

In addition, all vegetation clearance (fire breaks) shall be maintained as required by the Fire District for all structures.

## SECTION 5: PROPERTY RIGHTS

- 5.01 Easements. In addition to any and all other easements contained in this Declaration, the Project shall be subject to the following easements:
- a. Easements for Improvements, Utilities and Maintenance. Easements over and under the Project for the installation, repair and maintenance of electric, telephone, other utilities, drainage facilities, as shown on the recorded Map of the Property, and as may be hereafter required or needed to service the Project, are hereby reserved by Declarant and its successors and assigns, including the Association, together with the right to grant and transfer the same.

## SECTION 6: MORTGAGEE PROTECTION

- 6.01 Mortgages Permitted. Any Owner may encumber his Lot with Mortgages.
- 6.02 Priority of Mortgage. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in this Declaration by any Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Lot or any part thereof.
- 6.03 Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions, restrictions, declarations, easements and limitations of this Declaration shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

## SECTION 7: GENERAL PROVISIONS

- 7.01 Term. The declarations, covenants, conditions, restrictions, limitations and easements of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be binding on the Owners of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of 30 years from the date this Declaration is recorded. Thereafter, subject to the Subsection below entitled "Amendment; Revocation", they shall be automatically extended for successive periods of 10 years.

- 7.02 Notices. Notices provided for in this Declaration and the Guidelines shall be in writing and shall be deemed sufficiently given when delivered personally or within seventy-two (72) hours after deposit in the United States mail, postage prepaid, addressed to an Owner at the last address such Owner designates to the Committee for delivery of notices, or in the event of no such designation, at such Owner's last know address, or if there be none, at the address of the Owner's Lot. Notices to the Committee shall be addressed to the address designated by the Committee by written notice to all Owners.
- 7.03 Amendment; Revocation. Until conveyance of the first Lot, Declarant shall have the unilateral right to amend or revoke this Declaration. After conveyance of the first Lot, this Declaration may be amended or revoked only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the voting power of each class of Members of the Association. If only one class of membership exists at the time of amendment is proposed, then it must be approved by at least a bare majority of the votes of Members other than Declarant. The percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. An amendment or revocation shall be effective when it has received the required percentage approval and has been recorded in the Office of the County Recorder.
- 7.04 Severability. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions of this Declaration shall remain unaffected and in full force and effect.
- 7.05 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.
- 7.06 Enforcement. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot in the project and may be enforced by the Declarant, Association, Committee or any other person or persons entitled to do so. Failure by Declarant, Association, Committee or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so. In the event of any litigation regarding the rights or obligations of the Association or any person subject to this Declaration, the prevailing party in such proceedings, at the discretion of the judge, shall be entitled to recover costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, Declarant has executed this Declaration.

DATED: \_\_\_\_\_, 2006

ERICKSON REALTY, LTD.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, in year \_\_\_\_\_,  
Before me, the undersigned a Notary Public in  
and for the said County and State, personally  
appeared

personally known to me (or proved 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 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.

\_\_\_\_\_  
Notary's Signature

Notary Public in and for the said County and State (Space above for official notarial seal)



Exhibit "A"

Lots 1 through 30, inclusive, of the subdivision of **Indian Trails**, as the same is recorded in Book \_\_\_\_\_, of Final Maps, at Page \_\_\_\_\_. Nevada County Records, Nevada County, California.