

BLUE LAKE SPRINGS HOMEOWNERS'
ASSOCIATION
CONDITIONS, COVENANTS AND RESTRICTIONS
MARCH 1994



“If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

**DECLARATION
AFFECTING THE REAL PROPERTY KNOWN AS
BLUE LAKE SPRINGS SUBDIVISION**

WHEREAS, the Declarants are the owners of lots and parcels of real property located in the County of Calaveras, State of California, in a subdivision commonly known as “BLUE LAKE SPRINGS SUBDIVISION” consisting of the combined twelve units of Blue Lake springs Subdivision which are individually described as follows:

1. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on the 4th day of September, 1962, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 1;

2. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on the 5th day of May, 1963, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 2;

3. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on the 18th day of November, 1963, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 3;

4. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on the 4th day of May, 1964, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 4;

5. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on the 8th day of September, 1964, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 5;

6. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on the 18th day of November, 1964, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 7;

7. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on the 17th day of May, 1965, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 8;

8. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on December 6, 1965, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 9;

9. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on June 9, 1966, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 10;

10. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on September 10, 1966, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 11;

11. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on March 20, 1967, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 12;

12. All that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the office of the County Recorder of said Calaveras County on May 6, 1968, in Book 2 of Maps, Calaveras County Records, and known as BLUE LAKE SPRINGS SUBDIVISION UNIT NO. 13;

AND, WHEREAS, the Declarants desire and intend by this Declaration to make uniform the covenants, conditions, restrictions, reservations, rights and easements throughout the entire BLUE LAKE SPRINGS SUBDIVISION, and to eliminate any differences and variations that may exist among or between the twelve original Units of the Blue Lake Springs Subdivision;

AND, WHEREAS, The Declarants intend that upon the adoption of this Declaration as an amendment of the declaration governing each of the original twelve Units of Blue Lake Springs Subdivision, by a lawful majority of the owners of the lots in each original Unit in accordance with Title 6 (commencing with Section 1350) of Part 4 of Division 2 of the California Civil Code, this Declaration shall uniformly apply to all the real property herein

described as constituting BLUE LAKE SPRINGS SUBDIVISION;

NOW, THEREFORE, Declarants hereby declare that all former Declaration of Restrictions are amended and that all of the property described herein is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations. Limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as this Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a general plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property. All covenants and restrictions set forth in this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the property, and shall be binding on and for the benefit of all the property and all parties having or acquiring any right, title, or interest in all or any part of the property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of any lot in BLUE LAKE SPRINGS SUBDIVISION.

DEFINITION OF TERMS

“The Association” shall mean the Blue Lake Springs Homeowners Association, a nonprofit, mutual benefit corporation.

“Assessment” means any fine or special payment assigned against the owner in accordance to Article I, Section 2.

“The ARC” means the Architectural Review Committee.

“Dues” means fees and other charges paid by the owner for membership entitlement and privileges in accordance to Article I, Section 2.

“Membership” means the Members (property owners) of Blue Lake springs Homeowners Association.

“Owner” means person(s) or entity who holds title to the property.

“Pets” means any common domestic animals - usually dogs and cats.

“Property” means any lot, parcel or plot of real estate (improved or unimproved) within the Blue Lake springs subdivision.

“Structure” means any residential building and/or improvements on the property.

ARTICLE I

MEMBERSHIP

Section 1

Blue lake Springs Homeowners Association and Mutual Water Company

(A) All purchasers of property in this subdivision, at the time they acquire title, shall be required to become and shall become members of the Blue Lake Springs Homeowners Association (The Association). The Association is a nonprofit corporation, which is comprised of owners of property in this subdivision. The purpose of The Association is to construct, operate and maintain recreational facilities and other improvements for the benefit of the B.L.S. property owners.

All purchasers of property in this subdivision, at the time they acquire title, shall be required to become, and shall automatically become, members of the Blue Lake Springs Mutual Water Company, a California corporation (or its successors) organized for the purpose of providing water. As members of the Mutual Water Company, property owners shall be subject to the provisions of The Blue Lake Springs Mutual Water Company bylaws as they shall from time to time exist; including but not limited to all rules and regulations governing water service.

(B) Member cards are mailed upon receipt of current dues to the legal owner of each B.L.S. property who has no delinquent dues after May 1st of the current year. These cards allow the Member and his guests, as authorized by The Association, to the use of the facilities.

(C) Each property owner shall abide by all of the rules and regulations of said Association.

(D) Each Member of The Association shall be entitled to one vote for each property owned by said Member.

(E) Co-Ownership: Only one co-owner of property in the subdivision shall be entitled to vote.

(F) Suspension of Membership: During any period in which a member shall be in default in the payment of any dues, fees, or assessments, levied by The Association, the right to the use of any recreational facilities of The Association may be suspended by the Board of Directors until such monies have been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty days, for violation of any rules and regulations established by the Board of directors governing the use of the facilities.

Section 2

Dues, Fees and Assessments

Each owner of property within the Blue Lake Springs Subdivision shall:

(A) Pay to The Association the dues for the use of the recreational facilities owned by The Association and located within, or upon property adjacent to this subdivision, for and during the period of ownership of said facilities by The Association. Said dues shall be as fixed by The Association. The sums so received shall be used for the purpose of administration of The Association and for maintaining, installing or improving the recreational facilities on said land.

(B) A late payment charge, established by The Association, is added to delinquent dues to help offset the additional bookkeeping, clerical and collection costs.

(C) All sums payable to The Association and The Mutual Water Company shall be considered delinquent when not paid by the date due. The Association or The Mutual Water Company may at their discretion record a lien against the individual property of the delinquent shareholder or member. The Association or The Mutual Water Company may at their discretion institute foreclosure proceedings to collect such delinquent dues or assessments in a manner similar to the provisions of Section 1367 of the California Civil Code.

Section 3

Membership Transfers, Policies and Procedures

Membership in The Association and/or The Mutual Water Company shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of said property to which it is appurtenant and then, only to the purchaser.

When a property is sold, the appurtenant membership passes automatically to the purchaser upon recording of a deed evidencing transfer of title to the property. In the case of a mortgage encumbrance of such property, a Mortgagee does not have membership rights until they become the owner by foreclosure or deed in lieu thereof.

Section 4

Use, Rental and Leasing Residences

No owner shall rent their property so as to create a nuisance. Use of residence by more than one family for a term exceeding thirty (30) days shall be presumed to be a nuisance.

During any period when a residence has been rented or leased, the renter shall be entitled to the use of the recreational facilities of The Association, upon presentation of a current guest card and the payment of fees.

Any rental or lease of a residence shall be subject to the provisions of the CC&R's, each of which shall be incorporated in the lease or rental agreement. Each owner shall provide any tenant or lessee with a current copy of the CC&R's. The owners shall at all times be responsible for the tenants or lessees compliance to the CC&R's. The owner shall notify The Association with the names of those to whom the property is rented or leased for a period of thirty (30) days or more.

Article II

Architectural and Building Control

Section 1 Architectural Review Committee

The Architectural Review Committee (ARC) shall be composed of not less than three (3) members of The Association who are appointed by The Association's Board of directors. One director from The Association's Board will serve as Chairperson.

Prior to undertaking any work of improvement on any property within the subdivision, the owner thereof shall first submit detailed plans, elevations, specifications and plot plans to the ARC for review and written approval. In addition to review by the ARC, all plans shall be subject to review and approval of The Mutual Water Company. Charges for plan review will be levied by The Association to cover administration expenses.

As used herein, the term "improvement" shall include, but not be limited to, any building, garage, driveway, parking area, fence, retaining wall, paving or other cement flatwork, stairs, deck, windbreak, solar systems, or exterior lighting. The term shall also include any exterior additions, alterations, reconstruction, remodeling or changes of existing improvements or structures.

Once a set of plans and specifications has been approved by the ARC, no material changes may be made therein without the prior written consent of the ARC. Upon completion of the construction, The Association will be notified so that a final inspection may be conducted by the ARC.

Review and approval by the ARC of any proposals, plans or other submittals shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process by any County or State Agency.

Section 2

Single Family, Residential Use

Except for properties identified as lots 563 and 564 of Unit 4 and lots 116, 117, 118, 163 and 184 of Unit 10, the use of the individual property shall be restricted to residential purposes only and only single family dwellings, not exceeding two stories above street grade in height of living space, shall be constructed or maintained on any said properties. In no event, shall a residence be occupied by more individuals than permitted by applicable zoning laws or government regulations.

Properties identified as lots 563 and 564 of Unit 4 and lots 116, 117, 118, 163 and 184 of Unit 10 are designated for business or commercial purposes, however, and may, at the option of the owners of each said property be used for either commercial or residential use; provided further, that before any of said properties be improved for commercial use, or used for commercial purposes, such proposed use and the proposed improvements for each such property shall first be approved by the ARC. Such required approval of plans or uses shall be at the sole discretion of the ARC.

Section 3

General Building Requirements

No metal roofs of any kind or character shall be used on any building, garage or out-building unless specifically approved in writing by the ARC. No garage shall be constructed on the property prior to completion of a dwelling (house) thereon. No building of any kind shall be moved from elsewhere and placed upon any property in the subdivision. No shed, tent, shelter or temporary garage shall be erected on any property without the written consent of the ARC. No tent, trailer, garage or other outbuildings, temporary or permanent, shall be used as a dwelling. All dwellings (houses) on such property shall be constructed according to County Code. Any building, which is constructed or maintained on any portion of the real property which is intended for occupancy or occupied as a dwelling, shall be constructed and maintained in connection therewith a septic system of a type and in a location approved by the health authorities of the State of California and/or the County of Calaveras.

Section 4

Square Footage

Unless the ARC provides written consent to deviate from the following, no permanent dwelling (house) shall be constructed or maintained upon any portion of said real property with less than 800 square feet of living area on the main floor of such house, except for dwellings on the following properties (identified as lots) which must have a minimum of 1,200 square feet of living space on the main floor.

Units	Lots
9	4 - 12
10	38 - 50, 65, 66, 69, 70, 80 - 82, 119 - 162, 164 - 183
12	47, 50 - 71, 73 - 76

Section 5

Exterior Colors

Exterior paint colors/finishes must be approved by the ARC prior to painting. Exterior finishes shall be in accordance with the ARC's preapproved color samples. The ARC may approve other colors/finishes on a case-by-case basis. Natural weathering, approved paint or clear protective coatings must be used on all exterior walls and trim.

Section 6

Exterior Lighting

Spillover light (mounted to buildings, decks, trees, poles, etc.) Shall not unreasonably encroach onto adjoining property or public roadways. The ARC shall determine whether a light shining from one lot unreasonably shines onto adjoining property or public roadway.

Section 7

Time Limit on Building Completion

The exterior of any dwelling, house, garage or outbuilding to be erected upon any property shall be completed within six (6) months after the foundation for said dwelling, house, garage or building shall have been laid or constructed.

Section 8

Setbacks and Fences

(A) Unless shown otherwise on official maps, no buildings shall be erected on any property (lot) nearer than twenty (20) feet to the front property line or ten (10) feet from the rear and side property lines without the written consent of The Association.

(B) Fences shall be no higher than six (6) feet. Fences which are closer than twenty (20) feet to the front property line shall be no higher than three (3) feet. Before undertaking the construction of any fence, wall or hedge, the owner must submit a plan to the ARC and receive approval for the proposed construction. (See Article II, Section 1)

Section 9

Minimum Property Sizes

No property (lot) shall be further subdivided nor shall less than all of any such property (lot) be conveyed by an owner without the specific, written permission of The Association.

No dwelling unit shall be built on property smaller than the lesser of the original described property or 10,000 square feet in area.

Section 10

Utilities and Easements

(A) The Association reserves the right to construct all public utilities, water lines, drainage ditches, or any other things, other than a building and to enter in and upon the premises to make any and all repairs to said utilities, water lines, drainage ditches, etc., and to cut or trim trees and other growth necessary. The Association may grant this right to any public utility that is duly authorized to carry on its business under the laws of the State of California or to The Mutual Water Company or other mutual service organizations.

(B) Notice is hereby given that certain easements for power lines and telephone lines now exist of record affecting certain of said properties of said subdivision. Said easements affect an area of five (5) feet on either side of said lines for all units except unit thirteen (13) which is seven and one-half (7½) feet on either side of said lines as described. No owner or occupant of any portion of said real property shall use the area affected by said easements for any purpose, or in any manner, which will interfere with the free and unobstructed use of such easement.

It is the intent of the foregoing to establish insofar as possible uniformity of building setbacks and public utility easements within the various units of Blue Lake Springs. It is, however, not to be construed as an intent or approval to diminish any existing setbacks or public utility easements as described or delineated on the recorded maps of the respective units.

(C) Any building, garage, woodshed, woodpile, driveway, etc. that extends into said easements that has not received The Association's written approval prior to construction of such placement is subject to removal by the owner at the owner's expense.

(D) Owner or owners shall compensate The Mutual Water Company or any public utility for any damages to water lines, utility lines, poles, drainage ditches as a result of owner action directly or indirectly. Actual cost to be determined by The Mutual Water Company or public utility affected.

Section 11

Sewage Systems

(A) All sewage systems shall be approved prior to site development or construction by Calaveras County Environmental Health Department; then by The Mutual Water Company and then by The Association. Installation by a licensed contractor shall be in accordance with County codes.

(B) In the event of partial failure or failures of the sewage system, the owner or owners shall take immediate action to repair or replace the sewage system. If the owner fails to make the necessary approved correction within twenty (20) days of notice, The Association shall initiate legal action to vacate said property. All legal and associated expenses shall be paid by the owner or owners of said property.

Section 12

Removal of Trees for Building and Improvements

(A) After the building plans have been approved by the ARC, only those trees located in the

home building area, which includes the septic system, may be removed. Trees of ten (10) inches or more in diameter located outside the building area may only be removed with the written approval of the ARC, which shall not be unreasonably withheld. Only dead and diseased trees may be removed without the written approval of the ARC.

(B) Trees, slash, brush, or vegetation shall not be pushed, stacked or moved onto adjacent property. Trees that are to be used as firewood shall remain on the owner's property. Upon completion of a structure, felled trees, including dead and diseased trees, slash, brush, vegetation, and/or construction debris shall be removed from said property to a disposal site approved by Calaveras County.

Article III

General Property Use Restrictions

Section 1

Signage

Address signs with numerals of at least four (4) inches in height are required and must be visible from the street to assist in the location of properties by emergency vehicles and services.

No signs of a commercial nature shall be displayed on any property. No more than one "For Rent", "For Lease" or "For Sale" sign of reasonable dimension (as determined by The Association) or job identification signs of a type usually employed by contractors, subcontractors or tradesmen will be permitted. All such signs shall be removed within ten (10) days following conclusion of the construction, sale or other activity.

Section 2

Association's Right to Enter Property

The right is reserved by The Association to enter upon any said property for the purpose of treating and removing trees when shown to be infected by a disease or insect(s) if said trees are of common danger to the immediate or adjacent areas.

Section 3

Trees and Vegetation

(A) A defensible space shall be maintained around all structures, according to standards set forth in the Public Resources Code, Section 4291, which is endorsed by the California Department of Forestry.

The owner of any property adjacent to improved property, where a structure is built within

the defensible space required, shall provide the necessary additional clearance on the adjacent property.

(B) All owners are required to cut down dead and diseased trees and/or vegetation and remove all debris on both improved and unimproved property.

(C) Failure to comply will give The Association the option (after 30 days written notice) to bring said property into compliance and bill said owner/owners for all associated cost, including any legal fees.

Section 4

Animals/Household Pets

The following restrictions shall govern and restrict pet owners

1. The Calaveras County Code Chapter 6
2. Common household pets may be kept on improved property so long as the same are not kept, bred, or maintained as a commercial kennel. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any property.
3. Pets shall only be allowed on roads and trails when they are leashed and otherwise under the supervision and restraint of their owners. Pets shall not be allowed within the recreational facilities of the Association.
4. Each person keeping a pet shall be responsible for the conduct of such pets, to ensure that the same do not interfere with the quiet and peaceful atmosphere of the community.

Section 5

Noise Pollution

No owner shall permit noise to emanate from the owner's property which would unreasonably disturb other owners and residents, including but not limited to the following:

1. Barking dogs.
2. The operation of exterior horns, whistles, bells or other sound devices.
3. Stereo amplifier systems.
4. Musical instruments.
5. Television systems.
6. Motor vehicles/Motorcycles
7. Power tools.
8. Parties - entertainment functions.

Note: Sound (noise) which might be normal and acceptable during daytime hours can become an unreasonable disturbance before 7 o'clock a.m. or after 10 o'clock p.m.

Construction noise must be limited to the hours between 7 o'clock a.m. and 7 o'clock p.m.

Section 6

Vehicles on Property

In general, only operable passenger vehicles and small commercial trucks owned and currently used by members, guests and renters shall be parked on any property. No inoperative or wrecked vehicles of any type shall be parked on any property for more than ten days. Travel trailers, motor homes and boats may be parked in a secluded* location on improved property, subject to review and approval of the ARC, said approval not to be unreasonably withheld.

No vehicles may be used on any property for temporary living quarters.

* A pre-approved wooden or shrub screen may be used to create secluded storage.

Section 7

Debris

No rubbish, trash, garbage or debris shall be allowed to accumulate on any property. Any rubbish, trash, garbage or debris outside the interior walls of a residence shall be stored entirely within appropriate covered disposal containers. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as often generated upon vacating a premise or during construction or modification of improvements) shall be removed to a public dump or trash collection area by the owner or tenant at their expense.

Section 8

Maintenance of Structures

Each owner shall be responsible for the maintenance and repair of all improvements on their property. Said maintenance and repair shall be consistent with the original construction and shall include without limitation the glass surfaces, doors, garage, screens, roofs, siding, decks, stairs, driveways, walks or any other surfaces visible from neighbors properties.

Section 9

Antennas and Similar Devices

No owner shall place or maintain any objects such as: masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of any building except as approved by the ARC, said approval not to be unreasonably withheld. No activity shall be conducted on any property which interferes with the television or radio reception of other residences.

Section 10

Storage

Storage of personal property shall be within an enclosed area. No appliances, fixtures, furniture (other than patio furniture) or other goods shall be stored in any open area or on any property in such a manner that the material is visible from the street or neighboring property.

Section 11

Clotheslines

No exterior clotheslines shall be erected or maintained and there shall be no drying or laundering of clothes on the decks, patios, porches, balconies or in any yard or other areas that are visible from the street or neighboring properties.

ARTICLE IV

GENERAL PROVISIONS

Section 1

Enforcement of Assessments and Late Charges

A delinquent regular or special assessment and any related late charges, reasonable costs of collection, and interest assessed on any delinquent assessment, shall become a lien upon the lot when a notice of delinquent assessment is duly recorded as provided in Section 1367 of the California Civil Code.

Any such lien may be enforced in any manner permitted by law, including judicial foreclosure or nonjudicial foreclosure.

If the sums specified in the notice of delinquent assessment are paid before the completion of any judicial or nonjudicial foreclosure, The Association shall record a notice of satisfaction and release of the lien. Upon receipt of a written request by the owner, The Association shall also record a notice of rescission of any declaration of default and demand for sale.

Section 2

Amendments

At any time this Declaration may be amended by the vote or written consent of the owners of more than sixty percent (60%) of the lots within Blue Lake springs Subdivision.

An amendment of this Declaration becomes effective after (1) the approval of the required percentage of the owners of the lots within the subdivision, (2) that fact has been certified in a

writing executed and acknowledged by the Secretary of The Association, and (3) that writing has been recorded in the office of the County Recorder for Calaveras County, California.

Section 3

Terms

The provisions of this Declaration shall continue in effect for a term of twenty (20) years from the date of adoption by the membership. Thereafter, it shall be automatically extended for successive periods of twenty (20) years, until the membership of The Association decides to terminate it by a simple majority vote of the members.

Section 4

Nonwaiver of Remedies

Each remedy provided in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

Section 5

Attorney's Fees

In any action to enforce the Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 6

Severability

The provisions in this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other or remaining provision.

Section 7

Binding

This Declaration, as well as any amendment it its and any valid action or directive made pursuant to it, shall be binding on the owners of lots within the subdivision and the members of The

Association, and on their heirs, grantees, tenants, successors, and assigns.

Section 8

Interpretation

The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of the planned development. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration.

Section 9

Limitation of Liability

The liability of any owner for non-performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment, or other divestment of the owner's entire interest in his or her lot with respect to obligations arising from and after the date of divestment.

Section 10

Fairhousing

No owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the owner's lot to any person on the basis of race, color, sex, religion, ancestry, or national origin.