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La Porte Pines Country Club

WHEN RECORDED MAIL TO

RECORDED AT REQUEST OF
La Porte Pines Country Club
at 25 min. past 10 M.

7469 NOV 14 1995

PLUMAS COUNTY, CALIFORNIA

JUDITH WELLS

Fee \$ 43.00 Recorder

NAME
La Porte Pines Country Club

MAILING ADDRESS
PO Box 204

CITY, STATE
La Porte, CA

ZIP CODE
95981

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Current CC & R's

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Declaration of Establishment of Conditions and Restrictions recorded January 23, 1964, in Volume 164, page 881 of the Official Records of Plumas County, as extended by that Certificate of Agreement to Extend recorded December 23, 1983, in Volume 399, Page 252, Official Records of Plumas County, California and as further extended in Book 617, page 554, recorded December 16, 1993, Official Records of Plumas County, California, are hereby modified and amended as follows:

The Declarant, The Governing Board of **La Porte Pines Country Club**, has been empowered by an affirmative vote of the Owners of two-thirds (2/3) of the whole number of lots in the subdivision, to record this amendment to the above described Declaration which is established on all parcels of Real Property described in the map on file in Book 2 of Maps, Page 71, Records of Plumas County, California.

Each lot described therein shall have appurtenant to it a membership in the **La Port Pines County Club**, a Nonprofit Mutual Benefit Corporation, which is a Homeowners Association, which shall own the Common Areas.

Declarant intends by this document to impose upon the property mutually beneficial restrictions for benefit of all owners of lots.

Now, Therefore, Declarant, as Governing Board of the **La Porte Pines County Club**, hereby declares that all of the property described above shall be held, sold, leased, mortgaged, encumbered, rented, used, occupied, improved and conveyed subject to the following declaration, limitations, easements, restrictions, covenants and conditions, which are imposed as equitable servitude for the development of the property for the purpose of enhancing and protecting the value and desirability of the project and every part thereof, which shall run with the real property and be binding on owners, their successors and assigns, and on all parties having or acquiring any right, title or interest in or to the described property or to any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

1.1. "**Articles**" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

1.2. "**Association**" shall mean and refer to the Nonprofit Mutual Benefit Corporation, the Members of which shall be the Owners of lots in the Project.

1.3. **"Board"** or **"Board of Directors"** shall mean and refer to the governing body of the Association.

1.4. **"By-Laws"** shall mean and refer to the By-Laws of the Association, as amended from time to time.

1.5. **"Common Area"** shall mean and refer to the property owned by the Association for the common use and enjoyment of the owners, consisting initially of Lot A, Lots 18 and 19, and all interior roads of the recorded subdivision, and water system, water rights, and easements associated with it.

1.6. **"Common Expenses"** means and includes the actual and estimated expenses of operating the common areas and any reasonable reserves for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to periodic maintenance of roads and the water system, including the testing of water. Also included is property taxes and insurance on the common areas.

1.7. **"Declarant"** shall mean and refer to the Nonprofit Mutual Benefit Corporation.

1.8. **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

1.9. **"Lot"** shall mean and refer to any plot of land, together with any improvements thereon, shown upon any recorded subdivision map of the property with the exception of the common areas and the private roads and utilities shown on the map, except that when two or more lots are joined together through the County of Plumas ending in a single tax parcel number, the total lots so merged become a single parcel and will be subject only to a single assessment.

1.10. **"Map"** shall mean and refer to that map filed for record in Book 2, Page 71, Records of Plumas County, California.

1.11. **"Member"** shall mean and refer to a Natural Person entitled to membership in the Association.

1.12. **"Mortgage"** shall include a Deed of Trust as well as a mortgage.

1.13. **"Mortgagee"** shall include a Beneficiary or Holder of a Deed of Trust as well as a Mortgagee.

1.14. **"Mortgagor"** shall include the Trustor of a Deed of Trust as well as a Mortgagor.

1.15. **"Owner"** or **"Owners"** shall mean and refer to the record holder, whether one or more persons or entities, or a fee simple title to any lot which is part of the project, but

excluding those persons or entities having an interest merely as security for the performance of an obligation. If a lot is sold under a Contract of Sale and the Contract is recorded, the Purchaser rather than the Fee Owner will be considered the Owner from and after the Association receives a written notice of the recorded contract.

1.16. **"Person"** means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.17. **"Project"** shall mean and refer to the entire real property described above, (including property annexed or to be annexed) including all improvements and structures erected or to be erected thereon.

1.18. **"Project Documents"** shall mean and refer to this Declaration, together with the other Basic Documents used to create and govern the Project, including the Map, the Articles and the By-Laws, (but excluding unrecorded rules and regulations adopted by the Board or the Association from time to time).

1.19. **"Property"** shall mean and refer to the Real Property above described and to all improvements erected or to be erected thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and all property, real or personal or mixed, intended for use in connection with the project.

1.20. **"Singular and Plural"** the singular and plural number and the masculine, feminine and neuter gender shall each include the other where the context requires.

ARTICLE II CREATION OF PROPERTY RIGHTS

2.1. **Easements and Dedication of Common Area:** Each of the lots shown on the Map shall have appurtenant to it (as the servient tenement) an easement over that portion of the common area designated as roads and other utility easements now or hereafter owned by the Association for ingress and egress, and for use, occupancy and enjoyment and where applicable for the construction, maintenance and operation of utilities.

2.2. **Right of Entry and Use:** The lots and common areas shall be subject to the access rights of the Association to maintain, repair or replace improvements or property located in the common areas as described hereafter in paragraph 5.2C.

ARTICLE III ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1. **Association to Own and Manage Common Areas:** The Association shall own and manage the common areas including all roads and water system facilities in accordance with the

provisions of this Declaration, the Articles and the By-Laws of the Association. Notwithstanding any other provisions of this Declaration, no membership rights shall exist nor shall any assessments be levied on any lots owned by the Association.

3.2. Membership: The owner of a lot shall automatically, upon becoming the owner of same, be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a lot.

3.3. Membership Classes and Voting Rights: The Association shall have only one class of voting members. Any member shall be entitled to one vote for each lot owned, and for which said member has paid the regular annual assessment charged to an owner of one lot. Any owner of multiple lots shall be entitled to one vote for each lot for which he has paid, at the time of voting, the regular annual assessment fee assessed to any single lot owner; but owners of multiple lots shall not be entitled to a vote for each lot owned for which they paid any lessor fee allowed to be paid by owners of multiple lots.

3.4. Multiple Owners of a Single Lot: If more than one person holds an interest in any one lot, all such persons shall be members, but the vote for such a lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV MAINTENANCE AND ASSESSMENTS

4.1. Creation of Lien and Personal Obligation of Assessments: The Declaration for each lot owned within the Project hereby covenants and each owner of any lot by acceptance of a Deed thereto, whether or not it shall be so expressed in such Deed, covenants and agrees; (1) To pay to the Association annual assessments or charges and special assessments for purposes permitted herein, such assessments to be established and collected as hereinafter provided; and (2) To allow the Association to enforce an assessment lien established hereinunder by nonjudicial proceeding under a power of sale or by any other means authorized by law. The annual and special assessments, together with interest, late charges, collection costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, the lien to become effective upon recordation of a notice of delinquent assessment. Each such assessment, together with interest, late charges, collection costs and reasonable attorney fees, shall also be the personal joint and several obligation of the person who was the owner of such property at the time the assessment fell due.

4.2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the economic

interest, recreation, health, safety and welfare of all the residence in the project and to enable the Association to perform its obligations hereunder.

4.3. Annual Assessments:

A. The Board has authority to impose annual assessments, provided that it may not impose a regular assessment that is more than ten percent (10%) greater than the regular assessment for the Association's preceding fiscal year or impose special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of owners casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporation Code, provided further that the foregoing provisions do not limit assessment increases for the following purposes;

(1) The maintenance or repair of the common areas or other areas which the Association is obligated to maintain or repair, including but not limited to, the payment of insurance premiums, the payment of utility bills, the costs incurred in maintaining structures or improvements and funding reserves.

(2) Addressing emergency situations.

B. Without membership approval, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum. Failure by the Board to set assessments shall not be deemed a waiver of the assessments but rather the prior year's assessment shall continue.

C. Subject to the limitations on the maximum amount of the assessment herein provided, if at any time during the course of any year the Board shall deem the amount of annual assessment to be inadequate or excessive, the Board shall have the power, at a regular or special meeting to revise the assessment for the balance of the assessment year, effective on the first day of the next month following the date of the revision, provided that the Board may not by such action increase the assessment by more than five percent (5%) in the aggregate (including increases in special assessments) of the budgeted gross expenses of the Association for that fiscal year without the consent of a majority of the voting power of the Association, and any approval that may be required under Section 4.3 A above.

4.4. Special Assessments for capital Improvements or Extraordinary Expenses: The Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area and roads and water systems, or for extraordinary expenses incurred by the Association, provided that in the event special assessments

exceed in the aggregate five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the vote or written consent of a majority of the voting power of the Association shall be required to approve such assessments and the Board shall obtain any approval that may be required under Section 4.3A. Special assessments shall be levied on the same basis as regular assessments.

4.5. Reserves: As part of the regular annual assessments for maintenance authorized above, the Board may annually fix the amount to be contributed pro rata by each member to reserve funds for the purpose of defraying in whole or in part the cost or estimated cost of any reconstruction, repair or replacement of improvements including fixtures and personal property related thereto. Such determination shall be made after consideration of the need for additional funds and of the Association's capital position. The Board shall maintain a separate account of the Association's capital position. The Board shall maintain a separate account for these Reserve Funds. The Board shall fix the method of payment of such assessments and shall be empowered to permit either lump sum or monthly payments. Separate records shall be maintained for all funds deposited to the said account, which shall be designated as a "Reserve Account".

4.6. Notice and Quorum of any Action Authorized Under Section 4.3 and 4.4: Any action authorized under Section 4.3 and 4.4 which requires a vote of the membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than ten (10) nor more than ninety (90) days in advance of the meeting, specifying the place, day and hour of the meeting and in the case of a Special Meeting, the nature of the business to be undertaken. The action may be also taken without a meeting pursuant to the provisions of California Corporations Code section 7513.

4.7. Division of Assessments: All assessments, both annual and special shall be charged to and divided equally among the lot owners, except that owners of multiple lots shall be charged one assessment for one lot and an additional "multiple lot fee" for each additional lot owned, unless such multiple lot owners elect to pay a full assessment for one or more of their additional lots in order to be entitled to additional votes for the additional lot(s). The "multiple lot fee" shall be ten dollars (\$10.00) for each additional no-voting lot ownership, which may not be increased by more than ten percent (10%) in any one year.

4.8. Date of Commencement of Annual Assessments and Due Date: The regular annual assessment provided for herein shall commence as to all lots covered by this Declaration on the first day of July of each year. Subject to the provisions of Section 4.3 hereof, the Board of Directors shall use its best efforts to fix the amount of the annual assessment against each lot and send written notice thereof to every owner at least forty five (45) days in advance of each annual assessment period, provided that

failure to comply with the foregoing shall not affect the validity of any assessment levied by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified lot has been paid. such a certificate shall be conclusive evidence of such payment.

4.9. Effect of Nonpayment of Assessments: Any assessment not paid within fifteen (15) days after the due date shall be deemed delinquent, shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the due date until paid, and shall incur a late payment penalty in an amount to be set by the Board from time to time, not to exceed the maximum permitted by applicable law or in the amount of Ten Dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater.

4.10. Enforcement Remedies: If an assessment is delinquent, the Association may record a notice of delinquent assessment and establish a lien against the lot of the delinquent owner. An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or by sale by a trustee substituted pursuant to Civil Code Section 2934(a). Any sale shall be conducted in accordance with the provisions of Sections 2924, 2924b, 2924c, 2924f, 2924g and 2924h of the California Code, or any successor statutes thereto, applicable to the powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against the owner for breaching the personal obligation to pay assessments.

ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION

5.1. Duties: In addition to the duties enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for in this Declaration, and without limiting the generality thereof, the Association shall perform the following duties;

A. **Maintenance:** The Association shall maintain and repair as needed all interior roads and the water system.

B. **Insurance:** The Association shall maintain adequate insurance on the common areas.

C. **Discharge of Liens:** The Association shall discharge by payment if necessary, any lien against the common areas and charge the cost thereof to the member or members responsible for the existence of the lien after notice and hearing as provided by the By-Laws.

D. **Assessments:** The Association shall fix, levy, collect and enforce assessments as set forth in Article IV hereof.

E. **Payment of Expenses:** The Association shall pay all

expenses and obligations incurred by the Association in the conduct of its business including, without limitations, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

5.2. Powers: In addition to the powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers;

A. Easements: The Association shall have authority by majority vote to grant easements in addition to those shown on the Subdivision Map where necessary for utilities, cable television and sewer facilities over the common areas and the lots.

B. Adoption of Rules: The Association or the Board may adopt reasonable rules not inconsistent with this Declaration relating to the use of the common areas and all facilities thereon, and the conduct of owners and their tenants and guests with respect to the property and other owners.

C. Access: The Board or its agents may enter any lot, common area, or any other area as necessary in connection with any maintenance or emergency repairs for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association at the expense of the common fund. Except in the case of emergency, twenty four (24) hour advance notice shall be given to the owner or occupant.

D. Enforcement: The Association shall have the authority to enforce this Declaration. Such authority shall include the right to suspend membership and voting rights.

E. Acquisition and Disposition of Property: The Association shall have the power to acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association. Any transfer of real property shall be by document signed or approved by two thirds (2/3) of the total voting power of the Association.

F. Loans: The Association shall have the power to borrow money only with the approval of three fourths (3/4) of the total voting power of the Association.

G. Dedication: The Association shall have the power to dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication shall be effective unless an instrument has been signed as approved by three fourths (3/4) of the total voting power of the Association.

H. Contracts: The Board shall have the power to contract for goods and or services for the common areas, facilities and interests of the Association.

I. Delegation: The Board shall have the power to

delegate their authority and powers to Committees, Officers or Employees of the Association, or to a Manager employed by the Association, provided that the Board shall not delegate its responsibility;

(1) To make expenditures to Capital Additions or improvements chargeable against reserve funds.

(2) To conduct hearings concerning compliance by an owner or his tenant, lessee, guest or invitee with Declaration, By-Laws or Rules and Regulations promulgated by the board.

(3) To make a decision to levy monetary finds or impose special assessments against individual units or to temporarily suspend an owners rights as a member of the Association or otherwise impose discipline.

(4) To make a decision to levy regular or special assessments.

(5) To make a decision to bring suit, record a claim of lien or institute foreclosure proceedings for default in payment of assessments.

J. Appointment of Trustee: The Association or the Board acting on behalf of the Association, has the power to appoint or designate a Trustee to enforce assessment liens by sale as provided in Section 4.10 above and as provided in Civil Code Section 1367(b) of California Law.

K. Other Powers: In addition to the powers contained herein, the Association may exercise the powers granted to a Nonprofit Mutual Benefit Corporation under California Corporations Code, Section 7140.

ARTICLE VI USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the property and each lot is subject to the following:

6.1. Use of Lot: No lot shall be occupied and used except for residential purposes by the owners, their tenants and social guests.

6.2. Nuisances: No noxious, illegal or seriously offensive activities shall be carried on upon any lot or part of the property, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which in any way interfere with the quiet enjoyment of each of the owners of his respective lot.

6.3. Commercial Activity: No business, professional or commercial activity of any kind shall be conducted on any lot.

6.4. Storage in Common Areas: Nothing shall be stored in the common areas without the prior consent of the Board.

6.5. Animals: No animals of any kind shall be raised, bred or kept on any lot or in any common area except the usual and

ordinary household pets such as dogs or cats, provided that they are not kept or bred or maintained for any commercial purpose. Such animals must be under control at all times.

6.6. Leasing of Lots: Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles and the By-Laws and to all Rules and Regulations adopted by the Board and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction in the right of any owner to lease his lot. All owners leasing or renting their lots shall promptly notify the Board in writing of the names of the tenants occupying such lot and address and telephone number where such owner can be contacted.

ARTICLE VII GENERAL PROVISIONS

7.1. Invalidity of Any Provision: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where the project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

7.2. Term: The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Association or the owner of any property subject to this Amendment to the Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Amendment to this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change such covenants and restrictions in whole or in part, or to terminate the same.

7.3. Amendments: This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the Association.

7.4. Owners Compliance: Each owner tenant or occupant of a lot shall comply with the provisions of this Declaration and (to the extent they are not in conflict with this Declaration) the Articles and By-Laws and the decisions and resolutions of the Association or the Board, as lawfully amended from time to time. Failure to comply with any provisions, decisions or resolutions, may be grounds for an action (1) to recover sums due, (2) for damages, (3) for injunctive relief, or (4) for costs and attorney fees, or (5) for any combination of the foregoing.

7.5. **Agreements:** All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or the Articles or By-Laws shall be deemed to be binding on all lot owners, their successors and assigns.

7.6. **Notices:** Any notice permitted or required by the Declaration, Articles or By-Laws may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to the person to be notified at the current address given by such person to the Secretary of the Board or addressed to the residence of such person if no address has been given to the Secretary.

7.7. **Fair Housing:** No owner shall, either directly or indirectly forbid or restrict the conveyance, encumbrance, leasing or mortgaging or occupancy of his lot to any person of a specified race, sex, adulthood, marital status, color, religion, ancestry, physical handicap or national origin.

IN WITNESS WHEREOF the undersigned being the Declarant herein has executed this Amendment to Declaration this 10th day of November, 1995.

LA PORTE PINES COUNTRY CLUB


G. MIKE LINTEO, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

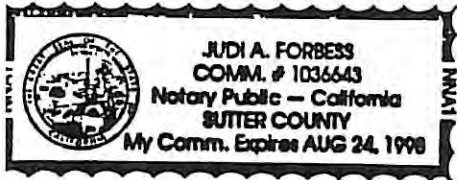
No. 5193

State of California } BOOK 668 PAGE 568
County of Sutter }

On 11/10/95 before me, Judi A. Forbess
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared G. Michael Linteo
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.

Judi A. Forbess
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
LA PORTE PINES COUNTRY CLUB

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Declaration of Covenants, Conditions and Restrictions
NUMBER OF PAGES 11 DATE OF DOCUMENT 11/10/95

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE _____