Siskiyou County Recorder Leanna Dancer, Recorder

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RECORDING REQUESTED BY, AND WHEN RECORDED, RETURN TO:

Mt. Shasta Estates Homeowners' Association c/o Rebecca E. Moore, Attorney at Law 20510 Big Springs Road, Suite E Weed, CA 96094

(Space above for Recorder's Use)

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

MT. SHASTA ESTATES

HOMEOWNERS' ASSOCIATION

If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, or source of income as defined by Section (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.

Mt. Shasta Estates Homeowners' Association Restated Declaration of Covenants, Conditions and Restrictions

This instrument entitled "Restated Declaration of Covenants, Conditions and Restrictions for the Mt. Shasta Estates Homeowners' Association," is executed with respect to the property described in the attached Exhibit "A" by the Mt. Shasta Estates Homeowners' Association, a California nonprofit corporation (the "Association"). The Certificate of Amendment with regard to this instrument is attached as Exhibit "1".

ARTICLE I. DEFINITIONS

Association Defined

Section 1.01. "Association" shall mean and refer to MT. SHASTA ESTATES HOMEOWNERS' ASSOCIATION, a California nonprofit corporation, its successors and assigns.

Owner Defined

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Properties Defined

Section 1.03. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Common Area Defined

Section 1.04. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots 61, 62, and 63 of Exhibit "A" attached hereto and incorporated herein this reference.

Lot Defined

Section 1.05. "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Member Defined

Section 1.06. "Member" shall mean every Owner of a Lot within the Properties.

ARTICLE II. PROPERTY RIGHTS

Owners' Easements of Enjoyment

Section 2.01. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and to establish and enforce reasonable rules pertaining to the use and enjoyment of the Common Areas.
- (b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association;
- (c) The right of the Association to dedicate 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 or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded.

Delegation of Use

Section 2.02. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside on the property.

Parking Rights and Restrictions

Section 2.03. Ownership of each Lot shall entitle the Owner or Owners thereof who own an attached one-car garage to the use of not more than one additional off-street parking space. Owners of an attached two-car garage shall not be entitled to any additional off-street parking spaces. There shall be no parking of recreational vehicles, motorhomes, trailers, campers, boats or similar vehicles in the Common Areas except upon a temporary basis, not to exceed 24 hours while loading or unloading such vehicles.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Membership

Section 3.01 Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Voting Class

Section 3.02. The Association shall have one class of voting membership.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of Lien and Personal Obligation of Assessments

Section 4.01. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, and such assessments are to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.

Purpose of Assessment

Section 4.02. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Maximum Annual Assessment

Section 4.03. As of the year 2009, the maximum annual assessment shall be \$480 per quarter.

- (a) The maximum annual assessment may not be increased more than twenty percent (20%) above the previous year's regular annual assessment without the vote or written assent of a majority of the voting power of the Association residing in its Members.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Special Assessments for Capital Improvements

Section 4.04. In any fiscal year the governing body of the Association may not, without the vote or written assent of a majority of the voting power of the Association residing in Members, levy special assessments to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Notice and Quorum for any Action Authorized Under Sections 4.03 and 4.04 Section 4.05. Any action authorized under Section 4.03 or 4.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. Notice shall be given in the manner prescribed for special meetings in the Bylaws. At the first such meeting called, the presence of Members or proxies entitled to cast fifty percent (50%) of the total voting power of the Association shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned to a subsequent time and place by a majority of the votes represented either in person or by proxy. The subsequent meeting shall be subject to the same notice requirements as are specified in this Restated Declaration and the Restated Bylaws for special meetings, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the

preceding meeting. No such subsequent meeting shall be held sooner than five (5) nor more than thirty (30) days following the preceding meeting.

Uniform Rate of Assessment

Section 4.06. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Date of Commencement of Annual Assessments: Due Dates

Section 4.07. The Board of Directors shall fix the amount of the annual assessment against each
Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the
annual assessment shall be sent to every Owner subject thereto. The due dates shall be
established 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
assessments on a specified Lot have been paid. A properly executed certificate of the
Association as to the status of the assessments on a Lot is binding upon the Association as of the
date of its issuance.

Effect of Nonpayment of Assessments: Remedies of the Association Section 4.08. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area of his Lot.

Subordination of Lien to Mortgages

Section 4.09. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. The Transfer of a Lot as the result of the exercise of a power of sale or a judicial foreclosure involving a default under a first mortgage shall extinguish the lien of assessments which were due and payable prior to the transfer of the Lot. However, the transfer of a Lot as the result of a foreclosure or exercise of a power of sale shall not relieve the new Owner, whether it be the former beneficiary of the first mortgage or another person, from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL

Architectural Restrictions

Section 5.01. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition, change, or alteration (including the installation of satellite dishes) therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of at least three (3) but not more than five (5) Members of the Association appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications

have been submitted to it, approval will not be required and this Article will be deemed to have been complied with in full.

ARTICLE VI. GENERAL PROVISIONS

Enforcement

Section 6.01. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

Section 6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Amendment

Section 6.03. (a) The covenants and restrictions of this Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Restated Declaration may be amended 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. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded.

(b) Any material amendment to the Restated Declaration which falls within any one of the categories listed below shall require the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association. A material amendment is defined to include amendments of the following subjects: (1) the percentage interest of the owners in the common elements of the project, (2) the fundamental purpose for which the project was created, (3) voting, (4) assessments, assessment liens and subordination thereof, (5) the reserve for repair and replacement of common elements, (6) property maintenance obligations, (7) casualty and liability insurance, (8) reconstruction in the event of damage or destruction, (9) rights to use of Common Areas, (10) annexation and (11) any provision which by its terms is specifically for the benefit of the first mortgagees or specifically confers the rights on first mortgagees.

Annexation

Section 6.04. Additional residential property and Common Area Property may be annexed to the Properties with the consent of two-thirds (2/3) of the Members.

Repair or Reconstruction of Common Area

Section 6.05. In the event that any facilities which have been developed on the Common Area are destroyed or extensively damaged, the Board of Directors shall at a duly called meeting

consider and vote upon what action shall be taken with respect to the repair or reconstruction of said facilities, provided, however, that if said destruction or damage does not exceed forty percent (40%) of the total value of said facility and there are insurance proceeds available, those insurance proceeds shall be used to repair or reconstruct said facility. If said destruction or damage exceeds forty percent (40%) of the value of said facilities, then the Board of Directors of the Association shall call a special meeting of the Members to consider and vote upon the action to be taken by the Association and the disposition of any insurance proceeds. A notice of this special meeting shall also be sent to all first mortgage holders.

ARTICLE VII. PARTY WALLS

General Rules of Law to Apply

Section 7.01. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article VII, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Sharing of Repair and Maintenance

Section 7.02. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Destruction by Fire or Other Casualty

Section 7.03. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Weatherproofing

Section 7.04. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Right of Contribution Runs With the Land

Section 7.05. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Arbitration

Section 7.06. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII. EXTERIOR MAINTENANCE

Section 8.01. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior buildings surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the negligent or willful acts of the Owner, his family or guests or invitees, the cost of such maintenance or repair shall be added and become a part of the assessment to which such Lot is subject.

Section 8.02. The Association shall obtain and at all times maintain fire and casualty insurance of the structures within the development, on a replacement cost basis, with special form perils coverage. As of January 2009, the deductible for each adjusted loss is \$5,000. Proceeds from the Association's insurance policy shall be applied to the reconstruction and repair of damaged structures upon payment of the applicable deductible, as follows:

- (a) If the proceeds are to be used to reconstruct and repair an individual Lot, the applicable deductible shall be paid by its Owner.
- (b) If the proceeds are to be used for more than one Lot under a single insurable event, a percentage of the deductible shall be paid by each Owner in proportion to such use.
- (c) If the proceeds are to be used for a Common Area, the Association shall pay the applicable deductible; provided, however, that this provision does not prevent the Association from levying a special assessment to pay for the cost of any applicable deductible.

Exhibit "1"

CERTIFICATE OF AMENDMENT

The Declaration of Covenants, Conditions and Restrictions recorded as Volume 918, Page 694, of Siskiyou County Official Records, and all subsequent amendments thereto, are now replaced by that document entitled "Restated Declaration of Covenants, Conditions and Restrictions for Mt. Shasta Estates Homeowners' Association" recorded concurrently with this Certificate of Amendment.

We certify and declare, under penalty of perjury that the foregoing Restated Declaration has been approved by the percentage of homeowners required by the original Declaration.

On 1/9/2009 before me, Vicky Sheely Notary Public personally appeared Deby J. Tosi and Diana Maclean

who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

State of California

Signature (Seal)









