

EL DORADO COUNTY

JANUARY 1, 1974
EL DORADO COUNTY, CALIF.
RECORDS SECTION

Richard H. Lindsey
OCT 16 9 16 AM 1974

JANUARY 1, 1974
EL DORADO COUNTY, CALIF.
COUNTY RECORDER

When recorded Mail to
Allan H. Lindsey
P.O. Box 479
Camino, California 91709

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 12th day of August, 1974.

WITNESSETH:

WHEREAS, OWNER, being those persons who have executed this Declaration hereinbelow, is the owner of the real property situate in the County of El Dorado, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner does desire to provide for an association of homeowners to control the use of said property; now, therefore OWNER declares that the real property hereinbefore described and such additions thereto as may hereafter be made pursuant to these Declarations, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

(a) "Association" shall mean and refer to the NORRIS BUCKEYE RANCHEROS OWNERS ASSOCIATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Parcel" shall mean any parcel of land assessed separately by El Dorado County and included in the original acreage of this Association or annexed hereto at a later date and is of the minimum acreage required by El Dorado County Zoning, to permit the construction of a single family home thereon.

29292

EL DORADO COUNTY

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or plot as described in sub-paragraph (c) above, situate upon the property, but shall not mean or refer to any lienholder unless or until such lienholder has acquired title due to foreclosure or any proceeding in lieu of foreclosure.

(e) "Members" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE IX

PROPERTIES SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of El Dorado, State of California, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All of which real property shall hereinafter be referred to as existing property.

Section 2. The Association shall have the right to bring additional properties within the scheme of this Declaration. Such additions will be limited to properties included in the original parcel map of Buckeye Rancheros or properties contiguous thereto.

Section 3. Any additional land may become subject to this Declaration upon affirmative vote of a majority of the members of the Association, and the payment by the owners of the lands being annexed, an amount of money equal to any monies advanced by any member of the Association past or present, for the purpose of improving, maintaining, signing, etc. the roads fronting the property being annexed, plus a 15% overhead charge on said amount, plus 10% per annum on said total, from the date the money was advanced until the date the money is paid by the owner seeking to annex the additional land. Said sums when collected by the Association shall be paid pro rata to those members, past or present, who advanced the monies for such improvements.

ARTICLE III

PROPERTY RIGHTS

Section 1. The owners of every parcel shall be members of the Association and will have a non-exclusive right to any and all easements over and across roads in the existing property, together with any additions thereto.

(a) Members will have the right to cast one vote for each acre and each fraction thereof in each Parcel owned. Voting will be by secret ballot at scheduled meetings.

(b) The presence, in person or by proxy of lot or unit owners holding at least 50% of the voting power shall constitute a quorum for the transaction of business at all meetings. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called, at which meeting the quorum requirement ordinarily shall be at least 25%.

(c) The management body or agent selected prior to the first annual election shall be employed to manage only until the first annual election, after initial organization, at which time the continuance of the same or the selection of another body or agent shall be determined by a majority vote. The management body shall be of such size and shall serve such term as may be determined by a majority vote.

(d) The first meeting will be held within six months after the formation of the Association. Thereafter general meetings will be held annually. Special meetings will be held as required.

(e) Members will be notified not less than 10 nor more than 15 days before any owners' meeting; the notice of any such meeting shall specify a reasonable place, date and hour and, in the case of a special meeting, the general nature of the business to be transacted.

Section 2. The management body of the Association shall,

(a) enforce applicable provisions of the declaration of restrictions, organizational rules or other documentation relating to the control and management of the project;

(b) contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;

(c) pay taxes and special assessments which are or would become a lien on the project or common areas;

(d) Delegate its powers;

(e) enter into any lot or unit when necessary in connection with maintenance or construction for which the management body is responsible;

(f) carry out the covenants of assessments as provided in Article IV hereof.

Section 3. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the enjoyment rights of any member for any period during which an assessment remains unpaid, and for any period, not to exceed thirty (30) days, for any infraction of its published rules and regulations, provided that no such suspension shall be effective unless and until said member has been afforded the opportunity of a hearing, notice and the conduct of which shall be in accordance with the rules and regulations for administrative hearings as set forth in the California Administrative Code.

(b) The right of the Association to dedicate or transfer all or any part of the rights of way for roads to any public agency, for road purposes, if such dedication is conditioned upon or shall directly or indirectly result in the imposition of the direct cost of road improvements upon the owners of parcels of land subject hereto, shall not be effective unless an instrument signed by members entitled to cast three-fourths of the vote of the membership has been recorded agreeing to such dedication, transfer, purpose or conditions and unless written notice of the proposed agreement and action thereunder is sent to every member

at least ninety (90) days in advance of any action taken. If such dedication will not so result in such costs as aforesaid, only a majority vote shall be required.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. The owner, for each parcel owned by anyone in the properties, hereby covenants and each owner of any lot or plot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges or dues;

(b) Special assessments for maintenance, repairs and improvements, and for financing and paying for subsequent stages of construction of the roads within the existing property, and special assessments for the purpose of installing, maintaining and replacing street name signs and traffic control signs on the roads within the existing property, all such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or owner who was the owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used for the purposes set forth in subparagraph (b) of foregoing Section 1 hereof, and such other purposes as are requested by the Board of Supervisors of El Dorado County and agreed to by

EL DORADO COUNTY

75% of the members of the Association.

Section 3. Until the year beginning January 1, 1976 the annual assessment shall be \$2.50 per year per acre or \$25.00 per parcel whichever is the greater. In other words, the minimum annual assessment on any parcel regardless of size will be \$25.00 per annum payable annually, and from and after January 1, 1976 the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years, for each succeeding period of three (3) years. Owner shall pay proportionate share of the annual assessments, in proportion to the units or parcels owned by Owner.

Section 4. In addition to the annual assessments authorized by Section 3 hereof, the Association 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 costs of maintenance, repair, and replacement of the roads and the costs of maintaining, repairing, improving, financing and paying for subsequent stages of construction of the roads within the existing property and for the purpose of installing, maintaining and replacing street name signs and traffic control signs on the roads within the existing property. In accordance with the attached estimate (Exhibit B) it is anticipated that the annual cost of maintenance of the existing roads will be \$847.50. This cost shall be defrayed first from funds available from the annual assessments. Additional funds necessary to accomplish annual road maintenance and other items outlined in this section will be assessed against each parcel within this association as follows: 50% of the cost will be allocated pro rata based on the parcel's frontage on the roads to be maintained. 50% of the

cost will be allocated pro rata based on the parcel's acreage in relation to the total acreage served by the roads to be maintained.

Section 5. Subject to the limitations of section 3 hereof and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of a majority of the vote of members voting in person or by proxy; provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken against parcels taken into the Association at a later date, whether or not they were a part of the original parcel map of Buckeye Rancheros, as an incident to a merger or consolidation in which the Association is authorized to participate under Article II, Section 2 hereof. The Association may not waive, for any reason, the annexation fee for lands fronting on previously improved roads as set forth in Article II, Section 3, but may if they so decide charge annexation fees in addition to said sums.

Section 6. Any such assessment as provided in Section 4 hereof and Section 5 hereof, shall have the assent of a majority of the vote of members. Voting will be in person or by proxy at a meeting to be called for this purpose; written notice of which shall be sent to all members not less than 10 nor more than 15 days in advance setting forth the purpose of the meeting.

Section 7. The quorum required for any action authorized by Section 4 and by Section 5 hereof shall be as follows: At the first meeting called the presence at the meeting of members or of proxies entitled to cast a majority of

all votes of the membership shall constitute a quorum. In the event a quorum is not present, the meeting may be adjourned to a time not less than 48 hours nor more than 30 days hence at which meeting the quorum requirement shall be at least 25%.

Section 8. The annual assessment provided for herein shall commence on the date fixed by the Board of Directors of the Association.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of Assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 1 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or plot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall be sent to every

EL DORADO COUNTY

owner subject thereof.

The Association shall, upon demand, at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether or not said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. If the assessment are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as are hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of seven per cent (7%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, to be fixed by the Court, together with the costs of the action.

Section 11. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the property subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from

liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. All property which is subject to this Declaration shall be exempted therefrom to the extent of any assessment therein dedicated and accepted by any local public authority and devoted to public use, and also all properties exempted from taxation by the laws of the State of California.

ARTICLE V

BUILDING RESTRICTIONS

Section 1. Uses and improvements.

(a) Easements, ^{and roads} within the existing property, are reserved for the construction, maintenance and operation therein or thereon of pipes, conduits, ditches, and appurtenances, for the purpose of providing drainage, paths, riding trails ^{and roads} or public services and facilities. No interference shall be made with the free use of such easements for the purposes for which they are intended. No private fences are to be placed upon said easements.

ARTICLE VI

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or by the owner of any land subject to this Declaration, for a term of twenty (20) years from the date of recording of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of three fourths (3/4) of the parcels within the properties has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement as to change or changes shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed change or changes is sent to every owner at least ninety (90) days in advance of any action taken by the owner desiring to make such change or changes.

Section 2. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as a member or as an owner on the records of the Association at the time of such mailing.

Section 3. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation thereof or to recover damages therefor, against the land to enforce any lien created by these covenants; and failure by the Association or by any owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter.

Section 4. Invalidation of any one of these covenants or restrictions by judgment or by court order shall in no way affect any of the other provisions herein contained which such other provisions shall remain in full force and effect.

Section 5. Nothing contained in this Declaration shall impair or defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but title to any property taken subject to this Declaration whether obtained through sale or through foreclosure of such mortgage or deed of trust shall thereafter be held subject to all of the terms and provisions herein contained.

Section 6. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to all of the covenants, conditions, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by all of the same. Damages for breach of any of the covenants, restrictions or agreements set forth in this Declaration are hereby declared not to be adequate compensation but such breach and the continuation thereof may be enjoined or abated by appropriate proceedings by the Owner, the Association, or by an owner or owners of any other parcel or parcels within the properties.

If suit be instituted to enforce any of the provisions of this Declaration, the owner or owners against whom such suit is instituted hereby agree to pay costs and reasonable attorney's fees incurred by any person or persons or corporation, including the Association, duly authorized to prosecute such suit.

Section 7. Failure by the Owner or any other person or persons entitled so to do to enforce any covenant, condition, restriction or agreement herein contained, upon violation thereof, shall not estop, prevent or be deemed to be a waiver of the right of enforcement thereafter.

Section 8. The covenants, conditions, restrictions, easements and agreements set forth in this Declaration may be waived, modified, changed, altered, cancelled or terminated as to the properties, or any part or portion thereof with the written consent of the owners of seventy five percent (75%) of the parcels in the properties. No such waiver, modification, change, alteration, cancellation or termination shall be effective until a proper instrument in writing shall have been executed and recorded in the office of the County Recorder of the County of El Dorado.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. Powers. Subject to the limitations as hereinbefore set forth and subject to the duties of the directors as hereinafter prescribed, all powers of this Association shall be exercised by or under the authority of, and the business and affairs of this Association shall be controlled by the Board of Directors. The directors from time to time shall have the right to designate any place within the State of California for the holding of any directors' meeting or membership meeting providing that at least five days notice of membership meetings are given to the members of this Association by mail.

Section 2. Number and Qualification of Directors.

There shall be three (3) directors of this Association until the number is changed by a majority vote of the members at a membership meeting. A director must be a member of the Association at all times while he serves as a director.

Section 3. Election and Term of Office.

The director shall be elected at each annual meeting of the members but if any such annual meeting is not held or the directors are not elected thereat, the directors may be elected at any special meeting of the members held for that purpose. All directors shall hold office until their respective successors are elected.

Section 4. Vacancies.

Vacancies in the Board of Directors may be filled by a majority of the remaining directors though less than a quorum or by a sole remaining director and each director so elected shall hold office until his successor is elected at the annual meeting of shareholders or a special meeting called for that purpose.

Section 5. Meetings.

Meetings of the Board of Directors shall be held upon call of the chairman, who shall be elected by the directors.

IN WITNESS WHEREOF, the undersigned Owners in Fee of lands described herein, have caused this instrument to be executed this 12th day of August, 1974.

FIRST AMERICAN TITLE INSURANCE COMPANY, successor in interest to FIRST AMERICAN TITLE COMPANY OF SACRAMENTO, a California corporation, and as Trustee

By [Signature]
Vice President
By [Signature]
Assistant Secretary

CAL WESTERN DEVELOPMENT COMPANY, a corporation

By [Signature]
Vice Pres.
By [Signature]
Archie Harnes, Secretary

[Signature]
Alon P. Olson