

MEMBER DRAFT 1/24/2017

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TAHOE DONNER ASSOCIATION
c/o

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TAHOE DONNER ASSOCIATION

NOTICE

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TAHOE DONNER ASSOCIATION

MEMBER DRAFT 1/24/2017

AMENDED AND RESTATED
DECLARATION

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TAHOE DONNER ASSOCIATION**

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
TAHOE DONNER ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made on the date set forth at the end of this document by TAHOE DONNER ASSOCIATION, a California nonprofit mutual benefit corporation (referred to in this document as the "Association").

RECITALS OF BACKGROUND FACTS; DECLARATIONS

- A. This Amended and Restated Declaration is made with reference to that certain FIRST RESTATED DECLARATION OF THE COVENANTS AND RESTRICTIONS OF TAHOE DONNER, dated December 31, 1991 and recorded on the 17th day of January 1991 in the Official Records of the County or Nevada, State of California (the "1991 Declaration").
- B. Two amendments to the 1991 Declaration were recorded on March 24, 2004, as Document No. 2004-0010863-00 and on August 09, 2010, as Document No. 20100018300, in the Official Records of the County or Nevada, State of California. The 1991 Declaration together with the two amendments is collectively referred to herein as the "1991 Declaration."
- C. The 1991 Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with, and are binding upon all parties having or acquiring any right, title, or interest in, that certain real property located in the Town of Truckee and the County of Nevada, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.
- D. THE MEMBERS, constituting at least a majority of the Members of the Association, desire to amend, modify, and otherwise change the 1991 Declaration, as amended, pursuant to ARTICLE XVI, SECTION 1 thereof, and DO HEREBY DECLARE that the 1991 Declaration as amended shall be, and it is hereby, AMENDED AND RESTATED IN ITS ENTIRETY as set forth in the within Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tahoe Donner.

1 E. IT IS FURTHER HEREBY DECLARED that all of the real property described in
2 Exhibit A constitutes a planned development within the meaning of Section 4175
3 of the *California Civil Code* and a Condominium project within the meaning of
4 Section 4125 of the *California Civil Code*.

5
6 F. IT IS FURTHER HEREBY DECLARED that all of the real property described in
7 Exhibit A is and shall be held, owned, operated, managed, conveyed,
8 hypothecated, encumbered, leased, used, occupied, and improved subject to the
9 following covenants, conditions, and restrictions set forth herein, all of which are
10 declared and agreed to be in furtherance of a plan and purpose of protecting,
11 preserving, and enhancing the value, desirability, and attractiveness of the said
12 real property and every part thereof, and of fostering the development,
13 management, improvement, enjoyment, and sale of the said real property and
14 any part thereof.

15
16 G. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and
17 restrictions set forth herein shall constitute enforceable equitable servitudes as
18 provided in *Civil Code* section 5975, shall constitute covenants that shall run with
19 the said real property, and shall be binding upon and inure to the benefit of each
20 Owner of any portion of the said real property or the owner or holder of any
21 interest or estate therein and their heirs, successors, and assigns.

22
23
24 **ARTICLE 1 DEFINITIONS**

25
26 1.1 Additional Charges. “Additional Charges” shall mean all costs, fees, fines,
27 charges, and expenditures including, but not limited to, interest, late charges,
28 attorney fees, recording and filing fees, and all other costs actually incurred by
29 the Association in collecting and/or enforcing payment of Assessments.

30
31 1.2 Architectural Standards Committee. “Architectural Standards Committee” or
32 “ASC” shall mean the Committee, if any, appointed pursuant to Article 9
33 (“Architectural Approval”).

34
35 1.3 Articles. “Articles” shall mean the Amended and Restated Articles of
36 Incorporation of Tahoe Donner Association, as they may be amended from time
37 to time, and as filed with the Office of the Secretary of State of California.

38
39 1.4 Assessments. “Assessments” shall mean any or all of the following: Regular
40 Assessments, Special Assessments, Reimbursement Assessments, and
41 Enforcement Assessments.

42
43 1.5 Association. “Association” shall mean Tahoe Donner Association, a California
44 nonprofit mutual benefit corporation, its successors and assigns.

- 1
2 1.6 Board of Directors. “Board of Directors” or “Board” shall mean the governing
3 body of the Association.
4
5 1.7 Bylaws. “Bylaws” shall mean the Amended and Restated Bylaws of the
6 Association as they shall be duly adopted by the Board of Directors and the
7 Members and any duly-adopted amendments thereof.
8
9 1.8 Civil Code. “*Civil Code*” shall mean the California *Civil Code* as amended from
10 time to time
11
12 1.9 Commercial Lot. “Commercial Lot” shall mean one of the fourteen (14) Lots
13 within the Development zoned for commercial purposes. When any provision of
14 this Declaration is intended to apply only to a Commercial Lot, that term is used.
15
16 1.10 Common Area. “Common Area” shall mean the Common Facilities, the
17 Condominium Common Area, and the General Common Area, each as more
18 particularly defined as follow:
19
20 1.10.1 General Common Area. “General Common Area: shall mean all the
21 real property and the improvements and facilities thereon (including the
22 Common Facilities) owned by the Association for the common use and
23 enjoyment of the Owners and Residents of the Development, but
24 excluding the Lots. The Common Area includes, but is not limited to
25 the land, paving, private streets, parking lots, driveways, trails,
26 walkways, outdoor lighting, landscaping, irrigation, signage, fences,
27 gates, walls and retaining walls, buildings and structures. The
28 Common Area owned by the Association at the time this Declaration is
29 recorded is described in **Exhibit B**, attached hereto and incorporated
30 herein by this reference.
31
32 1.10.2 Common Facilities. “Common Facilities” shall mean (i) all recreational
33 facilities located within the Common Area, including the 18-hole golf
34 course and driving range, the ski complex (including the downhill and
35 cross-country ski areas), cross-country warming huts, Donner Lake
36 beach area and Beach Club Marina, Trout Creek recreational area and
37 equestrian center, the Bike Works recreational facility, open spaces
38 and trails, swimming pools, tennis courts, campgrounds, the Alder
39 Creek picnic area, the Maintenance Facility, the mailboxes, the utilities,
40 the boat storage area, the bike storage area, and the trailer and RV
41 storage area; and (ii) the main clubhouse and recreational building, the
42 maintenance building, and other facilities constructed or installed or to
43 be constructed or installed, or currently located within the Common
44 Area or upon Other Association Property and any other real property
45 leased by the Association.

- 1
2 1.11 Common Expenses. “Common Expenses” shall mean any use of Assessments
3 authorized by Article 10 (“Assessments and Liens”) and includes, without
4 limitation (a) all expenses or charges incurred by or on behalf of the Association
5 for the management, maintenance, administration, insurance, operation, repairs,
6 additions, alterations or reconstruction of the Common Area, Common Facilities,
7 or Other Association’s Real Property, (b) all expenses or charges reasonably
8 incurred to procure insurance for the protection of the Association, (c) all amounts
9 reasonably necessary to fund reserves for the maintenance, repair, expansion
10 and replacement of the Common Area, Common Facilities, or Other Association’s
11 Real Property, and for nonpayment of any Assessments, and (d) the use of such
12 funds to defray the costs and expenses incurred by the Association in the
13 performance of its functions or in the proper discharge of the responsibilities of
14 the Board as provided in the Governing Documents.
15
- 16 1.12 Condominium. “Condominium” shall mean an estate in real property as defined
17 in *Civil Code* sections 783 and 4125, consisting of an undivided interest in all or
18 any portion of the Common Area together with a separate fee interest in a Unit
19 and any easements or other interests in the Project or any portion thereof
20 appurtenant to the Unit, as are described in the Declaration, in the Condominium
21 Plan, or in the deed conveying a Condominium.
22
- 23 1.13 Condominium Common Area. “Condominium Common Area” shall mean all of
24 the real property comprising a Condominium Project that is owned by all of the
25 Owners in common but excluding the Units and all/any real property owned or
26 held by the Association from time to time for the common use and enjoyment of
27 the Owners and Residents of a Condominium Project. Generally, the
28 Condominium Common Area of a Condominium Project includes the land and the
29 structures and improvements described in a Supplemental Declaration or in a
30 Condominium Map or Plan.
31
- 32 1.14 Condominium Lot. “Condominium Lot” or “Multi-Family Lot” shall mean any one
33 of the one hundred twenty-seven (127) Lots intended to be used for multi-family
34 residential purposes, including those Lots developed as a Condominium Project.
35 When any provision of this Declaration is intended to apply only to Condominium
36 Lots that term is used.
37
- 38 1.15 Condominium Maps. “Condominium Maps” or “Plans” shall mean a recorded plat
39 map or condominium plan which identifies the Condominium Project and
40 Condominium Common Area and each Separate Interest in the Condominium
41 Project. The Condominium Maps are listed in Exhibit C, attached hereto and
42 incorporated herein by this reference.
43
- 44 1.16 Condominium Project. “Condominium Project” shall mean any one (1) of the
45 Condominium Projects or apartment projects located within the Development.

1 On the day of the recording of this Declaration, there are one hundred eleven
2 (111) Condominium Projects within the Development. The Condominium
3 Projects subject to this Declaration and a Supplemental Declaration are identified
4 on Exhibit D, attached hereto and incorporated herein by this reference.
5

6 1.17 Contract Purchaser / Contract Seller. “Contract Purchaser” and “Contract Seller”
7 shall mean the purchaser and the seller, respectively, under an installment land
8 contract in which title to the property is transferred after the final installment
9 payment is made.
10

11 1.18 Corporations Code. “Corporations Code” shall mean the California *Corporations*
12 *Code* as amended from time to time.
13

14 1.19 County. “County” shall mean the County of Nevada.
15

16 1.20 Declaration. “Declaration” shall mean this Amended and Restated Declaration of
17 Covenants, Conditions and Restrictions of Tahoe Donner Association, recorded
18 in the Office of the County Recorder of Nevada County, California, and any duly-
19 recorded amendments thereof.
20

21 1.21 Development. “Development” shall mean all the real property described in this
22 Declaration comprising the Tahoe Donner planned development and any
23 additional real property as may hereafter be brought within the jurisdiction of the
24 Association.
25

26 1.22 Development Fund. “Development Fund” shall mean those funds held by the
27 Association for capital improvement projects approved by Members pursuant to
28 approval of a Development Fund Special Assessment as provided for in Section
29 10.9.2.
30

31 1.23 Development Fund Special Assessment. “Development Fund Special
32 Assessment” shall have the meaning set forth in Section 10.9
33

34 1.24 Dwelling. “Dwelling” shall mean a structure designed for human residential use
35 and occupancy which is located upon a Residential Lot or Unit. The term
36 “Dwelling” shall include a single-family residence (and any related garages and
37 outbuildings) or a Unit.
38

39 1.25 Enforcement Assessment. “Enforcement Assessment” shall have the meaning
40 set forth in Section 10.11.
41

42 1.26 Excavation. “Excavation” shall mean any disturbance of the surface of the land
43 (except to the extent reasonably necessary for planting) which destroys any
44 vegetation or results in the removal of earth, rock, sand, or other natural
45 substance.

1
2 1.27 Fill. "Fill" shall mean any addition of rock or earth materials to the surface of the
3 land which increases the natural elevation of such surface by more than twenty-
4 four inches (24").

5
6 1.28 Front Yard. "Front Yard" shall mean a yard extending across the front of the
7 Residential Lot between the side lot lines and extending from the front lot line to a
8 line parallel to the front Residential Lot line at the nearest point on the front
9 elevation of the Dwelling.

10
11 1.29 First Mortgage / First Mortgagee. "First Mortgage" shall mean a Mortgage that
12 has first priority over all other Mortgages. "First Mortgagee" shall mean the
13 beneficiary under a First Mortgage.

14
15 1.30 General Delivery / General Notice. "General Delivery" or "General Notice" shall
16 mean delivery to a Member or Members by one (1) or more of the following
17 methods, as provided in *Civil Code* section 4045:

18
19 (a) By any method provided for delivery of an Individual Notice pursuant to
20 *Civil Code* section 4040 which includes but is not limited to first-class mail
21 or Express Mail or by overnight delivery by an express service carrier;

22
23 (b) By inclusion in a billing statement, newsletter, or other document that is
24 delivered by General Delivery;

25
26 (c) By posting a printed document in a prominent location that is accessible to
27 all Members, if the location has been designated for the posting of General
28 Notices by the Association in the annual policy statement, prepared
29 pursuant to *Civil Code* section 5310;

30
31 (d) If the Association broadcasts television programming for the purpose of
32 distributing information on Association business to its Members, by
33 inclusion in the Association broadcast television programing.

34
35 Notwithstanding the foregoing, if a Member has requested to receive General
36 Notices by Individual Delivery, then all "General Notices" to that Member shall be
37 delivered by "Individual Delivery."

38
39 1.31 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws,
40 Declaration, and Rules.

41
42 1.32 Improvement. "Improvement" shall include, without limitation, any building or
43 addition, construction, installation, alteration, or remodeling of any Dwelling,
44 structure, building, garage, outbuilding, awning, shed, wall, retaining wall, hedge
45 or similar barrier, obstruction, stairway, parking area, deck, balcony, screen, patio

1 cover, dog run, swimming pool, road, driveway, paving or paving area, walkway,
2 landscaping, decorative feature, play-structure, carport cover, skylights, solar
3 equipment, spa, antenna, pole, sign, utility line, or any other structure of any kind.
4

5 1.33 Individual Delivery / Individual Notice. “Individual Delivery” or “Individual Notice”
6 shall mean delivery to a Member or Members by one (1) of the following
7 methods, as provided in *Civil Code* section 4040:
8

9 (a) By first-class mail with postage prepaid, registered or certified mail,
10 express mail, or overnight delivery by an express service carrier,
11 addressed to the recipient at such recipient’s address last shown on the
12 books of the Association, or
13

14 (b) By email, facsimile, or other electronic means if the recipient has
15 consented in writing to that method of delivery. The consent may be
16 revoked, in writing, by the recipient. Delivery by electronic transmission
17 must also comply with *Corporations Code* sections 20 and 21. Among
18 other things, Section 20 of the *Corporations Code* requires the Association
19 to obtain consent from the person to whom the document is transmitted to
20 receive it by means of electronic transmission as well as other technical
21 requirements.
22

23 1.34 Lot. “Lot” shall mean any plot of land shown upon any of the Subdivision Maps
24 with the exception of the Common Area. There are Commercial Lots, Residential
25 Lots, and Condominium Lots (containing apartment or condominium Units).
26 There are five thousand, nine hundred thirty (5,930) Lots in the Development.
27 There are fourteen (14) Commercial Lots; five thousand, seven hundred eighty-
28 nine (5,789) Residential Lots; and one hundred twenty-seven (127) Condominium
29 Lots.
30

31 1.35 Maintenance. “Maintenance” or to “maintain” (whether the term is capitalized or
32 not) shall mean the act of caring for property and preserving it from failure or
33 deterioration, including, but not limited to, painting, caulking, cleaning, and minor,
34 non-structural upkeep.
35

36 1.36 Majority of a Quorum. “Majority of a Quorum” shall mean a majority of the votes
37 cast in any lawful vote or election by the Members in which the number of ballots
38 cast equals or exceeds the number required to establish a quorum.
39

40 1.37 Member. “Member” shall mean an Owner of a Residential Lot or of a
41 Condominium Lot. The term Member shall include members of the Member’s
42 family. Owners of Commercial Lots are not Members of the Association.
43

44 1.38 Member in Good Standing. “Member in Good Standing” shall mean a Member of
45 the Association who is current in the payment of all Assessments and Additional

1 Charges imposed in accordance with the Governing Documents, and who is in
2 compliance with all of the provisions of the Governing Documents. A Member
3 shall be deemed to be in Good Standing unless, after notice and an opportunity
4 for hearing, pursuant to Article 14 (“Enforcement; Notice; Hearings”), the Board
5 has found the Member to be not in Good Standing and has so notified the
6 Member in accordance with *Civil Code* section 5855.
7

8 1.39 Mortgage / Mortgagee. “Mortgage” shall mean a duly-recorded deed of trust or
9 mortgage in the conventional sense encumbering a Condominium. “Mortgagee”
10 shall mean a beneficiary under a Mortgage.
11

12 1.40 Other Association Property. “Other Association Property” shall mean those
13 parcels of real property now owned or hereafter acquired by the Association
14 which are not dedicated as Common Area. The real property comprising Other
15 Association Property as of the date of recording of this Declaration are listed on
16 Exhibit E, attached hereto and incorporated herein by this reference.
17

18 1.41 Owner. “Owner” shall mean the record owner, whether one (1) or more persons
19 or entities, of the fee simple title to any Residential Lot (but not a Commercial Lot)
20 or Unit, including Contract Sellers but excluding Contract Purchasers, and
21 excluding those persons having such interest merely as security for the
22 performance of an obligation. For the purpose of Section 10.1.2 (“Assessments
23 Are a Personal Obligation”), “Owner” shall include any principal, partner,
24 managing member, member, or officer of any corporation, limited liability
25 company, partnership or other entity that is a record owner of fee simple title to
26 any Unit. Upon taking title to a Unit, Owners shall notify the Association of the
27 identity of each such owner, principal, partner, managing member or officer, if
28 any, and shall provide the Association contact information for such persons, as
29 the Association deems appropriate.
30

31 1.42 Prohibited Vehicle. See Section 6.13.2 (“Prohibited Vehicles”).
32

33 1.43 Rear Yard. “Rear Yard” shall mean a yard extending across the rear of the
34 Residential Lot between the side lot lines and measured between the rear lot line
35 and parallel thereto within the Residential Lot.
36

37 1.44 Regular Assessment. “Regular Assessment” shall have the meaning set forth in
38 Section 10.7.
39

40 1.45 Reimbursement Assessment. “Reimbursement Assessment” shall have the
41 meaning set forth in Section 10.10.
42

43 1.46 Repair. “Repair” (whether the term is capitalized or not) shall mean the minor
44 restoration of property that is torn, broken, or otherwise damaged, or has
45 sustained wear, tear, or deterioration such that minor restoration is necessary.

- 1
2 1.47 Replacement. “Replacement” or to “replace” (whether the term is capitalized or
3 not) shall mean substantial reconstruction, restoration, or substitution of the
4 whole or a substantial part of property that has deteriorated or has been
5 damaged or destroyed through usage or through hazard or catastrophe such that
6 it is no longer useable or serviceable in its current condition. In the case of
7 landscaping, “replacement” or to “replace” shall mean the removal and replanting
8 of trees, shrubs, lawns, and other plants that are dead or dying or otherwise not
9 serviceable or the substitution of plants for hardscape or substitution of
10 hardscape for plants.
11
12 1.48 Resident. “Resident” shall mean any person who resides on a Residential Lot or
13 Unit within the Development whether or not such person is an Owner.
14
15 1.49 Residential Lot. “Residential Lot” shall mean any of the five thousand, seven
16 hundred eighty-nine (5,789) Lots located within the Development improved or
17 intended to be improved with a single-family, detached residential structure.
18 When any provision of the Declaration is intended to apply only to a Residential
19 Lot, that term is used.
20
21 1.50 Restricted Vehicle. See Section 6.13.1 (“Restricted Vehicles”).
22
23 1.51 Road. “Road” shall mean any vehicular way shown on the Subdivision Maps as
24 a road, street or court.
25
26 1.52 Rules. “Rules” shall mean the policies, rules, and regulations governing the
27 administration, management, operation, use, and occupancy of the Development,
28 including the use of the Common Area and facilities, the personal conduct of
29 Owners and Residents, members of their household, pets, tenants, invitees, and
30 guests within the Development, enforcement of the Governing Documents, and
31 any other matter that is within the jurisdiction of the Association, as adopted,
32 published, or amended by the Board from time to time and subject to applicable
33 law including *Civil Code* section 4340 and following.
34
35 1.53 Separate Interest. Separate Interest shall mean a separately owned Residential
36 Lot, or a separately owned undeveloped Condominium Lot, or a separately
37 owned Condominium Unit on a Condominium Lot, but not a Commercial Lot.
38
39 1.54 Side Yard. “Side Yard” shall mean a yard, the width of which is the minimum
40 required horizontal distance between any side lot line and a line parallel thereto
41 on the Residential Lot, not including any portion of the required front yard or
42 required rear yard.
43
44 1.55 Single-Family Residential Use. “Single-Family Residential Use” shall mean
45 occupancy and use of a Residential Lot or Unit for single-family dwelling

1 purposes in conformity with this Declaration and the requirements of applicable
2 zoning laws or other state or local rules or regulations, including those limiting the
3 number of occupants of a residential Dwelling.

4
5 1.56 Special Assessment. “Special Assessment” shall have the meaning set forth in
6 Section 10.8.

7
8 1.57 Subdivision Maps. “Subdivision Maps” shall mean any of those certain maps
9 listed in Exhibit F.

10
11 1.58 Supplemental Declaration. “Supplemental Declaration” shall mean a declaration
12 of covenants, conditions and restrictions recorded in the Official Records of the
13 County that is applicable to a Condominium Project located within the
14 Development. Any such Supplemental Declaration, to the extent it contains
15 additional equitable servitudes shall not detract from the covenants and
16 restrictions contained in this Declaration.

17
18 1.59 Total Voting Power. “Total Voting Power” shall mean the total number of votes of
19 all Members entitled to vote at a particular time, calculated on the basis of one (1)
20 vote for each Residential Lot or Unit owned, excluding any Residential Lots or
21 Units as to which an Owner is not then a Member in Good Standing.

22
23 1.60 Town. “Town” shall mean the Town of Truckee.

24
25 1.61 Unit. “Unit” shall mean the elements of a Condominium that are not owned in
26 common with the Owners of other Condominiums within the Condominium
27 Project, which Units are shown as separately designated and numbered areas on
28 the respective Condominium Maps or Plans. The boundaries of each Unit and
29 any appurtenances thereto, along with what is included within each Unit, are
30 described on the respective Condominium Plans or Maps for the Condominium
31 Projects. At the time that this Declaration is recorded, there are six hundred
32 sixty-eight (668) Units in the Project.

33
34
35 **ARTICLE 2 HOMEOWNERS ASSOCIATION**

36
37 2.1 Management and Operation; Bylaws. The Association is an “association” as
38 defined in *Civil Code* section 4080 and as such shall have the power and the
39 authority to manage and operate the Development in accordance with the
40 Governing Documents and the provisions of applicable law. The Association
41 shall have all of the powers set forth in the Governing Documents together with
42 general power to do any and all things that a nonprofit mutual benefit corporation
43 may lawfully do under the laws of the State of California, subject only to the
44 limitations upon the exercise of such powers as are expressly set forth in the

1 Governing Documents. Provisions concerning the operation of the Association
2 as a nonprofit mutual benefit corporation are set forth in the Bylaws.

3
4 2.2 Legal Standing. To the fullest extent permitted by law, including *Civil Code*
5 section 5980, the Association shall have standing to institute, defend, settle, or
6 intervene in litigation, arbitration, mediation, or administrative proceedings in its
7 own name as a real party in interest, and without joining with it the Owners, in
8 matters pertaining to the following:

- 9
10 (a) Enforcement of the Governing Documents,
11
12 (b) Damage to the Common Area,
13
14 (c) Damage to the Separate Interests that the Association is obligated to
15 maintain, repair, or replace,
16
17 (d) Damage to a Separate Interest that arises out of, or is integrally related to,
18 damage to the Common Area or Separate Interests that the Association is
19 obligated to maintain, repair, or replace.
20

21 2.3 Membership. Every Owner of Separate Interest shall be a Member of the
22 Association and shall remain a Member thereof until such time as his or her
23 ownership of such Separate Interest ceases for any reason. Fee ownership of a
24 Separate Interest shall be the sole qualification for membership in the
25 Association. Membership shall be appurtenant to and may not be separated from
26 ownership of a Separate Interest and shall not be transferred, encumbered,
27 pledged, alienated, or otherwise hypothecated in any way, except in connection
28 with the sale or encumbrance of the Separate Interest to which it is appurtenant.
29 Owners of Commercial Lots are not Members.
30

31 2.4 Voting. Only Members in Good Standing shall be entitled to vote and, only one
32 (1) vote shall be cast for each Separate Interest, as more particularly set forth in
33 the Bylaws.
34

35 2.5 Association Rules. Subject to applicable law including *Civil Code* section 4340
36 and following, regarding notice and procedures, the Board shall have the power
37 and the authority to establish, promulgate, amend, repeal, and enforce Rules.
38 The Association Rules may concern, but need not be limited to: (i) matters
39 pertaining to use of the Common Area and Common Facilities and Other
40 Association's Real Property by Owners, their tenants, guests and invitees, or any
41 other person(s) who have a right to use and enjoyment of such Common Area.
42 Common Facilities, and Other Association's Real Property; (ii) architectural
43 control and rules of the ASC under **Article 9** ("Architectural Approval") of this
44 Declaration; (iii) the conduct of disciplinary proceeding in accordance with Article
45 13 of this Declaration; (iv) regulation of parking, pet ownership and other matters

1 subject to regulation and restrictions under **Article 5** (“Use Restrictions for the
2 Development and Common Area”); (v) minimum standards for the maintenance
3 of improvements on a Commercial Lot, Condominium Lot and Residential Lot;
4 and (vii) any other subject or matter within the jurisdiction of the Association’s as
5 provided in the Governing Documents.
6

7 **2.6 Other Association’s Real Property.** As noted herein, the Association holds title to
8 certain parcels of real property, more particularly described in **Exhibit E**, which is
9 not encumbered as Common Area (“Other Association’s Real Property”). The
10 use, enjoyment and development of the Other Association’s Real Property shall
11 be in the sole discretion of the Board of Directors except that:
12

13 (a) Such use, enjoyment and development shall always be to the advantage
14 and in the best interests of the Association and its Members; and
15

16 (b) On the vote of a Majority of a Quorum of the Members, all or any portion of
17 the Other Association’s Real Property can be designated as Common
18 Area. The minimum quorum for any vote of the Members hereunder shall
19 be fifty percent (50%) of the Total Voting Power and, in the event that the
20 Members approve the re-designation of any Other Association’s Real
21 Property as Common Area, evidence of such action shall be made a
22 matter of record by recordation of an appropriate written instrument,
23 signed and acknowledged by the president and secretary of the
24 Association.
25
26

27 **ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION**
28

29 **3.1 Legal Description.** The property subject to this Declaration and to the jurisdiction
30 of the Association is described in **Exhibit A**.
31

32 **3.2 Classification of Property.** The property subject to this Declaration is a planned
33 development and condominium project. All of the property subject to the
34 Declaration is divided into the following categories:
35

36 (a) General Common Area and Common Facilities,
37

38 (b) Condominium Units, and
39

40 (c) Commercial Lots, Condominium Lots, Multi-Family Lots, and Residential
41 Lots.
42

43 **3.3 Residential Lot Ownership Interest; No Separate Conveyance.** The ownership
44 interest of each Residential Lot Owner shall include: (i) a designated Residential

1 Lot; (ii) a Membership in the Association; and (iii) easements as are applicable,
2 all as described in this Declaration or, or on a Subdivision Map, or in the deed to
3 the Residential Lot. Membership and any such easements shall be appurtenant
4 to and may not be separated from ownership of a Residential Lot and shall not be
5 transferred, encumbered, pledged, alienated, or otherwise hypothecated in any
6 way, except in connection with the sale or encumbrance of the Residential Lot to
7 which it is appurtenant.
8

9 3.4 Condominium Unit Ownership Interest. Ownership of each condominium Unit
10 within the Project shall include: (i) a designated Unit; (ii) a Membership in the
11 Association, and, as provided for in a Supplemental Declaration, the respective
12 undivided interest as tenant in common in the Condominium Common Area as
13 set forth in a deed to the Unit; and (iii) any exclusive easements or easements
14 appurtenant to such Unit upon the Exclusive Use Condominium Common Area
15 and such other easements as are applicable, all as described in the Declaration,
16 in the deed to the Unit, or in the Condominium Map or Plan.
17

18 3.5 Limitation on Partition of General Common Area. There shall be no subdivision
19 or partition of the General Common Area, nor shall any Owner seek any partition
20 or subdivision of the General Common Area. Notwithstanding any provision to
21 the contrary contained in this Declaration and in order to provide for a means of
22 terminating the Development if this should become necessary or desirable upon
23 the occurrence of any of the conditions presently set forth in *Civil Code* section
24 4610 or as such conditions in the future may be set forth in any amendment
25 thereto or comparable provision of law, two-thirds (2/3) of the Owners of
26 Separate Interests shall have the right to petition the Superior Court having
27 jurisdiction to alter or vacate the Subdivision Maps under California *Government*
28 *Code* section 66499.21 and following, or any comparable provisions of law, and
29 to vest title to the General Common Area in the Owners as tenants in common
30 and order an equitable partition of the General Common Area in accordance with
31 the laws of the State of California. If any Separate Interest shall be owned by two
32 (2) or more co-tenants as tenants in common or as joint tenants, nothing
33 contained in this Declaration shall be deemed to prevent a judicial partition by
34 sale as between such co-tenants.
35

36 3.6 Notice of Airport in Vicinity [*Civil Code* section 4255(a)]. This property is
37 presently located in the vicinity of an airport, within what is known as an airport
38 influence area. For that reason, the property may be subject to some of the
39 annoyances or inconveniences associated with proximity to airport operations (for
40 example: noise, vibration, or odors). Individual sensitivities to those annoyances
41 can vary from person to person. You may wish to consider what airport
42 annoyances, if any, are associated with the property before you complete your
43 purchase and determine whether they are acceptable to you. As provided by
44 *Civil Code* section 4255(d), the preceding statement does not constitute a title
45 defect, lien, or encumbrance.

1
2 3.7 Annexation. Additional real property may be added to the Development upon the
3 approval of a majority of the Total Voting Power of the Association as to the
4 principal terms of such annexation. As used herein, the term Annexation shall
5 not include any acquisition of real property by the Association as Common Area
6 or Other Association's Real Property, which property may be annexed into the
7 Development by approval of the Board.
8

9 3.7.1 Declaration of Annexation. For purposes of this **Section 3.7**,
10 "Declaration of Annexation" shall mean any instrument recorded in the
11 County which extends the provisions of this Declaration to all or a
12 portion of any additional real property. Any such Declaration of
13 Annexation shall (i) be executed by the Owner of the Real Property and
14 by the Association, (ii) extend the general plan and scheme of this
15 Declaration to such real property, and (iii) may contain such additions
16 to and modification of the covenants and restriction of this Declaration
17 as may be necessary to reflect the different character, if any, of the
18 added real property so long as the supplemental restrictions are
19 consistent with the general plan and scheme of this Declaration and all
20 applicable laws and governmental regulations. Any such Supplemental
21 Declaration may set forth use restrictions and the design and building
22 standards which shall apply to the annexed real property or may give
23 blanket approval for development of that real property in accordance
24 with specific architectural plans and drawings which are signed, dated,
25 and incorporated by reference in the Supplemental Declaration.
26

27 3.7.2 Effect of Filing a Declaration of Annexation. The filing of a Declaration
28 of Annexation shall constitute and effectuate the annexation of the
29 additional real property described therein, and thereupon said real
30 property shall become and constitute a part of the Development and
31 shall be subject to and encompassed within this Declaration. Separate
32 Interests within the annexed real property shall thereupon become
33 subject to Assessment by the Association and to the functions, powers
34 and jurisdiction of the Association, and the Owners of such Separate
35 Interests shall automatically become Members of the Association.
36

37 3.7.3 Deannexation by the Board; Effect of Deannexation. Upon approval of
38 the Board, the Association shall have the authority to deannex any
39 Common Area sold by the Association. The filing of a declaration of
40 deannexation shall constitute and effectuate the deannexation of the
41 real property described therein, and thereupon said real property shall
42 no longer constitute a part of the Development and shall no longer be
43 subject to and encompassed within this Declaration.
44

- 1 3.8 Use of Development Fund for Capital Improvements. The Board of Directors
2 shall have the power and authority to maintain a Development Fund for capital
3 improvement projects for the Development. Such funds shall be raised pursuant
4 to a Development Fund Special Assessment as set forth in Section 10.9. The
5 Board of Directors shall have the power and authority to use the Development
6 Funds to provide for the construction, installation, or acquisition of capital
7 improvement projects without a vote of the Members, so long as the
8 Development Funds are used for the purpose designated in an election for the
9 Development Fund Special Assessment. Any proposal to use Development
10 Funds for a capital improvement project or for a part of a capital improvement
11 project shall be disclosed to the Members in the Annual Budget Report as set
12 forth in the Section 7.5 of the Bylaws.
13
- 14 3.9 Transfer or Sale of Association's Property. Upon the approval of two-thirds (2/3)
15 of the Total Voting Power of Members, the Board of Directors shall have the
16 power and authority to dedicate, transfer, convey or sell the property of the
17 Association so long as such action does not impede ingress to or egress from a
18 Lot. The approval requirements of this Section 3.9 shall not apply to grants of
19 easements by the Association for utility purposes within the Common Area, so
20 long as such easement grant does not impede the ingress to and egress from a
21 Lot.
22
- 23 3.10 New Capital Improvements. The Board of Directors shall have the power and
24 authority to provide for the construction, installation, or acquisition of new capital
25 improvements upon the Common Area (as distinguished from expenditures for
26 the reconstruction or replacement of an existing capital improvement), provided
27 that in any fiscal year expenditures for such new capital improvements shall not
28 exceed five percent (5%) of the budgeted gross expenses of the Association for
29 that fiscal year without the approval of a majority of the Total Voting Power of the
30 Association. No new recreational Common Area Facility construction project
31 shall be approved without the Board first adopting a detailed budget of the total
32 projected project construction costs. Expenditures from the Association's capital
33 replacement reserve fund or Development Fund shall not be subject to the
34 approval requirements of this Section 3.10 so long as such expenditure is for the
35 purpose for which the fund was established.
36
- 37 3.11 Mortgage Association's Property. Upon the approval of a Majority of a Quorum of
38 Members, the Board shall have the power and authority to pledge, lien,
39 mortgage, deed of trust, or otherwise hypothecate the General Common Area
40 and personal property owned by the Association.
41
- 42 3.12 Action to Terminate Operation of any Common Facility. Upon the approval of a
43 majority of the Total Voting Power of the Association, the Board shall have the
44 power to terminate the operation of any Common Facilities identified in Section
45 1.10.2 ("Common Facilities"), or any other recreational facility not so identified

1 when the replacement cost of such unidentified facility is in excess of five percent
2 (5%) of the budgeted gross expenses of the Association for that fiscal year in
3 which the closure is scheduled. This **Section 3.12** shall not apply to any Board
4 action to temporarily close a Common Facility for repairs, rehabilitation, a failure
5 to obtain liability insurance at a reasonable rate, health and safety reasons, or the
6 closure for the season(s) for which the facility was intended and such authority
7 shall remain matters within the sole discretion of the Board.
8
9

10 **ARTICLE 4 MECHANIC’S LIENS; EASEMENTS**

11
12 4.1 Mechanic’s Lien Against Common Area. In the event there shall be filed against
13 the Common Area a notice of mechanic’s lien for, or purporting to be for, labor or
14 materials alleged to have been furnished or delivered for any Owner within the
15 Development or his or her Lot, such Owner shall forthwith cause such lien to be
16 discharged by payment, bond, or otherwise. If the Owner fails to cause the lien
17 to be discharged, the Board may send written notice to the Owner specifying that
18 unless the Owner causes the lien to be discharged within five (5) days from the
19 date of such notice, the Board may cause the lien to be discharged. Within such
20 five (5) day period, and notwithstanding any other provisions of the Governing
21 Documents concerning notice or hearing, the Owner shall be permitted a hearing
22 before the Board regarding the validity of such lien and any offsets or defenses
23 thereto. At that time, the Board shall determine whether the lien adversely and
24 improperly affects and encumbers the rights and interests of the Association or
25 the other Owners. If the Board of Directors determines that the lien does
26 adversely and improperly affect and encumber such rights and interests and that
27 adequate protection of such rights and interests has not been provided, the
28 Board may cause the lien to be discharged by payment, bond, or otherwise. The
29 Board shall have the right to levy a Reimbursement Assessment against the
30 Owner responsible for causing the lien to be discharged in an amount equal to all
31 amounts paid by the Association together with interest thereon at the legal rate
32 and all costs and expenses paid or incurred in connection therewith, including
33 reasonable attorney fees.
34

35 4.2 Easements in General. In addition to all easements reserved and granted on the
36 Subdivision Maps, there are hereby specifically reserved and granted for the
37 benefit of the Lots and Lot Owners in common and for each Lot and Lot Owner
38 severally, and for the Association, as their respective interests shall appear, the
39 easements, reciprocal negative easements, secondary easements, and rights-of-
40 way as particularly identified in this **Article 4**.
41

42 4.3 Separate Interest Owner’s Non-exclusive Easements of Enjoyment. Every
43 Owner of a Separate Interest shall have a non-exclusive easement of use of and
44 enjoyment in, to, and throughout the Common Area of the Development. Each

1 such non-exclusive easement shall be appurtenant to and pass with the title to
2 every Separate Interest, subject to the following rights and restrictions:

- 3
- 4 (a) The right of the Board to establish and enforce Rules governing the use of
5 the General Common Area and Common Facilities thereon;
- 6
- 7 (b) The right of the Board to charge reasonable admission and other fees for
8 the use of any Common Facilities;
- 9
- 10 (c) The right of the Board to suspend an Owner's right to use the Common
11 Facilities as provided in Section 14.8 ("Imposing Sanctions");
- 12
- 13 (d) The right of the Board to limit the number of Owners or guests who may
14 use any Common Facilities;
- 15
- 16 (e) The right of the Board to implement, as a part of the Association Rules, a
17 recreational facility pass system to regulate the number of individuals that
18 have a right to use the Common Facilities based upon Ownership of a
19 Separate Interest and the terms and conditions of such usage, such
20 system can make reasonable distinctions between the user privileges of
21 Owners, tenants, guests and invitees, and subclasses of each, so long as
22 all classes of users similarly situated are treated fairly and equally. The
23 Board shall also have the authority to permit members of the public to use
24 recreational Common Facilities if the Board reasonably determines that
25 such usage will make the facility more cost effective and can be
26 accommodated without overburdening the Common Facility;
- 27
- 28 (f) The right of the Board, as set forth in Section 3.9 ("Transfer or Sale of
29 Association's Property"), to dedicate, transfer convey or sell the General
30 Common Area and Common Facilities owned by the Association;
- 31
- 32 (g) The right of the Board, as set forth in Section 3.11 ("Mortgage
33 Association's Property"), to pledge, lien, or mortgage property owned by
34 the Association as security for a loan;
- 35
- 36 (h) The right of the Association or its authorized agents, as provided in this
37 Declaration, to perform its obligations under this Declaration, including
38 obligations with respect to construction, maintenance, repair, or
39 replacement for the benefit of the Common Area or the Owners in
40 common.

41

42 4.4 Utility Easements. There are reserved and there exist easements for the
43 installation and maintenance of utilities and drainage facilities as shown on the
44 Subdivision Maps. There shall be no structures, plantings or other items
45 materials shall be placed or permitted to remain which may change or interfere

1 with the installation and maintenance of utilities, or which may damage, interfere,
2 or change the direction of flow of drainage facilities within the easement.
3

4 4.5 Maintenance of Easement Areas. No dwelling unit and/or other structure of any
5 kind shall be built, erected or maintained upon any such easement, reservations
6 and rights-of-way, at all times, be open and accessible to public and quasi-public
7 utility corporations, and other persons erecting, constructing, or servicing such
8 utilities and quasi-utilities, all of whom shall have the right of ingress and egress,
9 thereto and therefrom, and the right and privilege of doing whatever may be
10 necessary in, under and upon said locations for the carrying out of any purpose
11 for which said easements, reservations and rights-of-way were and hereby are
12 reserved and may hereafter be reserved.
13

14 4.6 Slope Control and Drainage Areas. There are reserved slope control areas and
15 drainage area as shown upon the Subdivision Maps. Within those slope control
16 areas no structure, planting, or other material shall be placed or permitted to
17 remain or other activities undertaken which may damage or interfere with
18 established slope ratios, create erosion or sliding problems, and within the
19 drainage areas no structure, planting, or other material shall be placed or
20 permitted to remain or other activities undertaken which or which may change the
21 directions of the flow of drainage channels without provisions for other Lots and
22 the Common Area.
23

24 4.7 Recreational Easements. There are recreational easements as are shown on the
25 Subdivision Maps. Within such easements, no structure of any kind shall be
26 placed or maintained, and no tree or vegetation shall be felled, cut, trimmed,
27 pruned or removed, except as may reasonably be required by the Association to
28 construct and maintain trails, to maintain defensible space, and maintain park
29 sites therein and/or for the construction and maintenance of public and private
30 utility easements as shown on the Subdivision Maps. Such easement shall be
31 open and accessible to Members and their guests and invitees and such other
32 persons as may from time to time be designated by the Association, for right-of-
33 way and general park purposes, subject to reasonable rules and regulations
34 established by the Association.
35

36 4.8 Other Easements. Each Lot and its Owner(s), and the Association as to
37 Common Area, are hereby declared to be subject to easements, dedications, and
38 rights-of-way granted or reserved in, over and under the Development and each
39 Lot and Common Area as shown on the Subdivision Maps.
40

41 4.9 Priority of Easements. Whenever easements granted to the County are, in whole
42 or in part, coterminous with any other easements, the easements of the County
43 shall have and are hereby granted priority over said other easements in all
44 respects.
45

1 4.10 Board Authority to Grant Easements and Licenses. Notwithstanding any other
2 provisions of the Governing Documents, the Board shall have the power in its
3 discretion without approval vote of the Members to grant and convey licenses for
4 use, rights-of-way, and *nonexclusive* easements in, over, or under the Common
5 Area or any portion thereof to Owners, for such purposes as the Board deems to
6 be appropriate and not inconsistent with the purposes and interests of the
7 Association; *provided, however,* that approval of a majority of quorum of the
8 Members shall be required to grant an *exclusive* easement over Common Area to
9 any Member, other than any grant or conveyance to a Member described in *Civil*
10 *Code* section 4600(b).
11
12

13 **ARTICLE 5 USE RESTRICTIONS FOR THE DEVELOPMENT AND COMMON**
14 **AREA**

15
16 In addition to the restrictions established by law or the Rules of the Association
17 (consistent with this Declaration), the following restrictions are hereby imposed upon the
18 use of all of the Lots and Common Area of the Development.
19

20 5.1 Use Restrictions that Apply to the Development. The following restrictions apply
21 to all the property within the Development:
22

23 5.1.1 Unlawful Conduct, Nuisances, Noise. No illegal, noxious, or offensive
24 activities shall be conducted upon or within any part of the
25 Development, nor shall anything be done within the Development
26 which may be or become a nuisance, or cause unreasonable
27 annoyance to any Owner or Resident of the Development. Without
28 limiting any of the foregoing, no Owner or Resident shall permit noise,
29 including but not limited to the barking of dogs, the operation of
30 excessively noisy air conditioners, stereo amplifier systems, television
31 systems, motor vehicles (including snow mobiles), or power tools to
32 emanate from a Lot that would unreasonably disturb another Owner or
33 Resident's enjoyment of his or her Lot or a Member's enjoyment of the
34 Common Area.
35

36 5.1.2 Compliance with Laws. Each Owner and Resident shall comply with all
37 requirements of all federal, state, and local governmental authorities
38 and all laws, ordinances, rules and regulations applicable to his or her
39 Lot and Dwelling and the Common Area.
40

41 5.1.3 Conditions Affecting Insurance. Nothing shall be done, placed, or kept
42 within the Development that will increase the rate of insurance or result
43 in the cancellation of insurance under any insurance policy maintained
44 by the Association, or which will be in violation of any governmental

1 statute, ordinance, rule, or regulation. If any Owner or Resident, or his
2 or her tenant, invitee, or guest shall violate this **Section 5.1.3**, the Lot
3 Owner shall be liable to the Association for any resulting increase in
4 insurance premiums and any other damages, which may be assessed
5 against the responsible Owner as a Reimbursement Assessment.
6

7 5.1.4 Requirement of Architectural Approval. As addressed **Article 8**
8 (“Minimum Construction Standards”) and in **Article 9** (“Architectural
9 Approval”) any construction, installation, modification, or alteration of
10 buildings, outdoor structures, landscaping, and outdoor lighting on any
11 Lot shall be done in conformance with the minimum construction
12 standards and are subject to prior approval of the ASC unless a
13 variance has been granted by the Board in accordance with **Section**
14 **9.13.2** (“Non-approval of Variance”) and **Section 9.14** (“Disapproval by
15 ASC; Reconsideration by Board”).
16

17 5.1.5 Restriction on Further Subdivision and Severability. Except for
18 Condominium Lots, no Lot shall be further subdivided nor shall less
19 than all of any such Lot be conveyed by an Owner thereof. No Owner
20 of a Lot or Condominium within the Development shall be entitled to
21 sever that Residential Lot or Condominium from the Common Area
22 portion of the Development.
23

24 5.1.6 Additional Restrictions.

- 25
- 26 (i) there shall be no hunting or discharge of firearms anywhere
27 within the Development, including upon a Lot.
 - 28
 - 29 (ii) there shall be no water well on any Lot, unless (a) a permit has
30 been obtained from the ASC for the use of a water well thereon,
31 and (b) the location of, and facilities used in connection with
32 such well have been approved by the ASC.
33
 - 34 (iii) there shall be no blasting or discharge of explosive upon any
35 Lot, without the express prior approval of the ASC.
36

37 5.2 Use of Common Area Generally. All use of Common Area is subject to the
38 Governing Documents. Subject to the provisions of the Governing Documents,
39 the Common Area shall be held, maintained, and used to meet the common
40 interests of the Owners and the Residents of each Separate Interest, their
41 tenants, and guests. Without limiting the generality of the foregoing:
42

43 5.2.1 No Public Rights. There shall be no entitlement to public use of,
44 access to, or other public rights in, the Common Area. The Association
45 reserves the rights to prohibit entry upon the Common Area by any

1 person whose presence is not authorized by the Governing
2 Documents.

3
4 5.2.2 No Alteration of Common Area. The Common Area shall be preserved
5 as open space except where improved for recreational purposes or
6 other ancillary purposes incidental to use of the Lots or administration
7 of the Association. No improvement, excavation, or work which in any
8 way alters any General Common Area or Common Facility from its
9 natural or existing state shall be made or done except by the
10 Association and then only in strict compliance with this Declaration.
11 Without limiting the foregoing, it is anticipated that the existing
12 Common Facilities will require future expansion in order to
13 accommodate increased Member usage as Dwellings are constructed
14 upon Separate Interests within the Development. The construction of
15 new capital improvements and the cessation of an existing Common
16 Facility are subject to the Member approval requirements of **Section**
17 **3.10** (“New Capital Improvements”).

18
19 5.2.3 No Obstruction of Common Area. The Common Area shall be kept
20 free of rubbish, debris, and other unsightly or unsanitary materials.
21 There shall be no obstruction of any part of the Common Area nor shall
22 anything impair access to the Common Area. Each Owner shall avoid
23 causing any damage to the Common Area.

24
25 5.2.4 No Storage in the Common Area. No Owner shall be permitted to
26 install, maintain, keep, or store anything in the Common Area.

27
28 5.2.5 No Smoking in Common Facilities. For the safety of the property and
29 for the health, safety, and security of all Residents of the Development,
30 no smoking of cigarettes, pipes, electronic cigarettes or “e-cigarettes,”
31 personal vaporizers (PV), electronic nicotine delivery systems (ENDS),
32 cigars, or any other tobacco product, marijuana, or legal or illegal
33 substance shall be permitted anywhere in the Common Facilities,
34 whether indoors or outdoors. “Smoking” shall include the inhaling,
35 exhaling, burning, or carrying of any lighted cigarette, pipe, cigar, or
36 other tobacco product, electronic cigarettes or “e-cigarettes,” personal
37 vaporizers (PV), electronic nicotine delivery systems (ENDS),
38 marijuana, or illegal substance.

39
40 5.2.6 No Overnight Parking in Common Area. Except pursuant to an
41 overnight emergency parking permit issued by the Association, no
42 Owner or Resident, nor his or her tenant, invitee, or guest shall be
43 permitted to park overnight in any Common Area parking lot.
44

1 5.2.7 Delegation of Use of Common Area. Any Owner of a Separate Interest
2 may delegate his or her rights of use and enjoyment, including
3 easements, in the Development to tenants, Contract Purchasers, and
4 guests, subject to the terms of the Governing Documents. Upon the
5 leasing or renting of a Separate Interest, or upon occupancy of a
6 Separate Interest by a Contract Purchaser, the Owner shall be deemed
7 to have delegated and assigned all such rights exclusively to the
8 tenants or Contract Purchasers of such Separate Interest. Any rights
9 of enjoyment that have been delegated by an Owner of a Separate
10 Interest are subject to suspension to the same extent that rights of
11 such Owners are subject to suspension as provided in the Governing
12 Documents.
13

14
15 **ARTICLE 6 USE RESTRICTION FOR RESIDENTIAL LOTS AND**
16 **CONDOMINIUM LOTS**

17
18 Unless specifically stated otherwise within a specific section, the provisions in this
19 Article 6 shall not apply to the Commercial Lots.
20

21 6.1 Use of Residential Lots and Condominium Lots. Each Residential Lot shall be
22 conveyed as a separately designated and legally described fee simple estate and
23 each Condominium Lot shall be conveyed by reference to a recorded
24 Condominium Map or Plan and a Supplemental Declaration. Except for those
25 Lots owned by the Association, the additional use restrictions of this **Article 6**
26 apply to all Residential Lots, Condominium Lots, and Condominiums.
27

28 6.2 Development of Residential Lots and Condominium Lots. Each Residential Lot
29 shall be improved with a single-family Dwelling and each Condominium Lot shall
30 be improved with a Condominium Project or apartment project. As addressed
31 **Article 8** (“Minimum Construction Standards”) and in **Article 9** (“Architectural
32 Approval”) construction, installation, modification, or alteration of the structure(s),
33 landscaping, and outdoor lighting on any Residential Lot or Condominium Lot
34 shall be in conformance with the minimum construction standards and are subject
35 to prior approval of the ASC, unless a variance has been granted in accordance
36 with **Section 9.13** (“Variances”).
37

38 6.3 Residential Use. Except to the extent permitted in **Section 6.11** (“Restriction on
39 Businesses Conducted Within a Separate Interest”), Residential Lots and
40 Condominiums shall be occupied and used only for single-family residential
41 purposes in conformity with the requirements of applicable zoning laws or other
42 state or local rules or regulations.
43

- 1 6.4 Occupancy Limit. In no event shall a Dwelling be occupied by more individuals
2 than permitted by applicable law, zoning or other governmental regulations.
3
- 4 6.5 No Temporary Structures; No Camping. Except as provided for in Section 8.1(i)
5 (“No Temporary Structures”) and Section 9.2.9 (“Storage Units; Temporary
6 Structures”), no temporary structures of any kind and no camping whether
7 temporary or permanent shall be permitted on a Residential Lot or Condominium
8 Lot.
9
- 10 6.6 Outbuildings. In no event shall any outbuilding, shed, garage or similar structure
11 be used for human occupancy, either temporarily or permanently.
12
- 13 6.7 Residential Lots and Condominiums Adjacent to the Golf Course. Each Owner of
14 a Residential Lot and each Owner of a Condominium Lot adjacent to the golf
15 course shall permit entrance upon the Residential Lot or Condominium Lot by
16 golfers for the purpose of retrieving golf balls.
17
- 18 6.8 Access. Except for Lots owned by the Association, there shall be no access to a
19 Residential Lot or a Condominium Lot anywhere along the perimeter of such Lot,
20 except from a designated street or road.
21
- 22 6.9 Tree Removal. This Section 6.9 shall also apply to the Commercial Lots The
23 removal of any tree located upon a Lot is subject to prior architectural approval as
24 provided for in Article 9 (“Architectural Approval”) and Section 9.3.4 (“Tree
25 Removal”). No Owner may remove a tree located within the Common Area.
26
- 27 6.10 Animals. This Section 6.10 shall also apply to the Commercial Lots.
28
- 29 6.10.1 No Commercial Purposes. No animals shall be kept, bred, or
30 maintained within the Development for any commercial purpose.
31
- 32 6.10.2 Number of Pets. A reasonable number of common domestic
33 household pets, consistent with applicable laws, zoning, or ordinances,
34 may be kept on each Residential Lot or within a Unit. No other animals
35 including livestock, horses, or poultry or any kind, may be kept, bred, or
36 raised upon a Residential Lot or within a Unit.
37
- 38 6.10.3 Control of Pets. While in Common Areas pets must be caged, carried,
39 or restrained on a leash held by a responsible person capable of
40 controlling the pet. Any Owner or Resident may cause any unleashed
41 dog within the Common Area to be removed to a pound or animal
42 shelter under the jurisdiction of the City of Truckee or the County of
43 Nevada. No pet shall be left chained or otherwise tethered within any
44 portion of the Common Area.
45

- 1 (c) A single sign of customary and reasonable dimension and design,
2 complying with the provisions of any applicable ordinance, if any, and
3 reasonably located on a Lot advertising a Lot for sale or rent;
4
5 (d) Other signs which by law cannot be prohibited;
6
7 (e) A flag of the United States, subject to any city or county restrictions as to
8 size and as to time, place, and manner of display, as provided in *Civil*
9 *Code* section 4705;
10
11 (f) A single identification sign which has been approved by the ASC (if any)
12 located on a Lot identifying the number or address of the Lot and/or the
13 names of the occupants;
14
15 (g) Signs on the Common Area as approved by the Board for a purpose
16 reasonably related to the affairs of the Association, including signs located
17 at or near any entrance to the Common Facilities.
18

19 6.13 Vehicles and Parking.
20

21 6.13.1 Restricted Vehicles. Restricted Vehicles shall not be kept or parked
22 anywhere within the Development except entirely inside a garage, or
23 entirely within a driveway, or in a public street, or in a Common Area
24 storage area. The following types of vehicles are Restricted Vehicles:
25 (i) campers, mobile homes, motor homes, recreational vehicles, (ii)
26 trailers, (iii) boats, (iv) snowmobiles, except those on a trailer, and (v)
27 commercial vehicles. The term “commercial vehicle” shall not include
28 any two-axle passenger vehicle or pickup truck no larger than one (1)
29 ton capacity that is used by a Resident both for business and for daily
30 personal transportation, provided that any signs or markings of a
31 commercial nature on such vehicle shall be unobtrusive and inoffensive
32 as determined by the Board (for example and not by way of limitation,
33 commercial information on a license plate holder or a dealership decal
34 or nameplate on a vehicle would be considered “unobtrusive”) and
35 such vehicles shall be considered passenger vehicles.
36

37 6.13.2 Prohibited Vehicles. Prohibited Vehicles may not be brought or kept
38 within a Residential Lot or a Condominium Lot, except that they may be
39 parked temporarily (eight (8) hours) for the purposes of loading or
40 unloading. The following types of vehicles are Prohibited Vehicles: (i)
41 double axel or dual rear wheel vehicles, (ii) flatbed or utility bed
42 vehicles, (iii) box trailers, and (iv) vehicles with fixed advertising. The
43 term “vehicles with fixed advertising” shall not include any two-axle
44 passenger vehicle or pickup truck no larger than one (1) ton capacity
45 that is used by a Resident both for business and for daily personal

1 transportation, provided that any signs or markings of a commercial
2 nature on such vehicle shall be unobtrusive and inoffensive as
3 determined by the Board (for example and not by way of limitation,
4 commercial information on a license plate holder or a dealership decal
5 or nameplate on a vehicle would be considered “unobtrusive”) and
6 such vehicles shall be considered passenger vehicles.
7

8 6.13.3 Definition of Commercial Vehicle. Commercial Vehicle shall mean (i)
9 any vehicle that is classified as Class 3 and above by the United States
10 Department of Transportation Vehicle Inventory and Use Survey,
11 meaning any vehicle with a Gross Vehicle Weight Rating (GVWR) of
12 more than ten thousand pounds (10,000 lb), (ii) any vehicle (including
13 vehicles with a GVWR of ten thousand pounds or less) displaying signs
14 or markings of a commercial nature, unless such signs or markings are
15 small and unobtrusive as determined by the Board (for example and
16 not by way of limitation, commercial information on a license plate
17 holder or a dealership decal or nameplate on a vehicle would be
18 considered “unobtrusive”), (iii) any vehicle that is equipped to carry
19 more than ten (10) people, (iv) any vehicle equipped with a rack that is
20 loaded with any construction materials, merchandise, supplies, or tools,
21 (v) any pickup truck containing construction materials, merchandise,
22 supplies, or tools that are visible.
23

24 6.13.4 Parking. The primary parking facility for Residents of a Dwelling is the
25 garage or driveway of a Dwelling or the designated parking space
26 assigned to a Condominium. Each garage shall be used for parking
27 the vehicles of the Residents of the Dwelling and shall not be used for
28 any other purpose that interferes with the ability to park the number of
29 vehicles the garage was designed to accommodate unless the number
30 of vehicles of all Residents of the Dwelling is less than the number the
31 garage was designed to accommodate. Vehicles shall not be parked
32 anywhere within the Development except wholly within a garage or in a
33 designated parking area. Parking is not allowed at any time in
34 designated fire lanes. No vehicle shall be parked continuously in the
35 Common Facilities parking lots for longer than twenty-four (24) hours
36 unless previously approved by the Association.
37

38 6.13.5 Guest Parking. Common Area parking spaces may be used by
39 Residents and their guests and invitees, subject to posted limitations
40 and the Rules of the Association.
41

42 6.13.6 Vehicle Repairs. No motor vehicles or boats shall be constructed,
43 reconstructed, repaired, or serviced within the Development (other than
44 minor emergency repairs to the extent necessary to move the vehicle
45 to a repair facility).

1
2 6.13.7 Parking Enforcement and Towing. The provisions of this Section 6.13
3 apply to all vehicles within the Development, including vehicles of
4 guests and invitees. In addition to the provisions of this Section 6.13,
5 the Board shall have the power and authority to adopt, promulgate, and
6 enforce Parking Rules and shall have the power to impose fines and
7 other sanctions for violations of provisions of the Governing Documents
8 relating to vehicles and parking. Subject to the provisions of applicable
9 law, including California *Vehicle Code* section 22658, the Board shall
10 have the power and authority to cause the towing, at the vehicle
11 owner's expense, of vehicles that are parked within the Development in
12 violation of any of the provisions of the Governing Documents. Costs
13 incurred by the Association relating to the towing and/or storage of any
14 vehicle parked in violation of any provision of the Governing
15 Documents shall be assessed as a Reimbursement Assessment
16 against the Owner responsible or whose household member, Contract
17 Purchaser, tenant, invitee, or guest is responsible for the presence of
18 such vehicle.

19
20 6.14 Garages. Garages shall be maintained in a neat and orderly fashion and in such
21 a manner as to permit the parking of the number of passenger vehicles the
22 garage was designed to accommodate. No part of any garage shall be converted
23 for other use without the substitution of another approved automobile garage
24 space and prior architectural approval. Each garage door shall remain closed
25 except during ingress or egress or when necessary to provide ventilation for
26 individuals working in the garage area.

27
28 6.15 Requirements for Renting.

29
30 6.15.1 Written Lease. An Owner renting his or her Dwelling shall do so
31 pursuant to a written lease or rental agreement. The lease or rental
32 agreement shall expressly provide that its terms are subject to all of the
33 provisions of the Governing Documents. Each Owner leasing or
34 renting his or her Lot shall provide a copy of this Declaration and the
35 Rules of the Association to his or her tenant(s).

36
37 6.15.2 Owner's Contact Information. An Owner renting his or her Lot shall
38 provide the Association with contact information for the Owner or a
39 representative of the Owner with authority to act on behalf of the
40 Owner with respect to the Lot and the tenants, including telephone
41 number, email address, mailing address, and such other contact
42 information as the Association may require.

43
44 6.15.3 Indemnification Regarding Tenants' Actions. Each Owner leasing or
45 renting a Lot shall be strictly responsible and liable to the Association

1 for the actions of such Owner's tenant(s) in or about all Dwellings, Lots,
2 and Common Area and for each tenant's compliance with the
3 provisions of the Governing Documents. No provision of any lease or
4 rental agreement shall relieve the Lot Owner of his or her obligations
5 pursuant to the Governing Documents. To the fullest extent permitted
6 by law, every Owner of a Lot that is occupied by persons other than the
7 Owner pursuant to a rental agreement or lease or otherwise, agrees to
8 and shall indemnify and defend the Association, its officers, directors,
9 employees, and agents and shall hold them harmless from and against
10 any cost, loss, claim, or damages of any kind, arising out of the
11 conduct or presence of the occupants of the Lot upon the
12 Development, including but not limited to attorney fees (including
13 attorney fees incurred to enforce the provisions of this **Article 6** against
14 the Owner of the Lot or any guest, tenant or other occupant of the Lot),
15 any claims for consequential damages, and any claims arising or
16 alleged to arise out of the enforcement or nonenforcement by the
17 Association of the Governing Documents with respect to such
18 occupants. Any amounts owed pursuant to this **Section 6.15.3** may be
19 assessed as a Reimbursement Assessment against the responsible
20 Owner and his or her Lot.

21
22 6.16 **No Time Share Arrangements.** No Lot shall be leased, subleased, occupied,
23 rented, let, sublet, or used for or in connection with any time sharing agreement,
24 plan, program or arrangement, including, without limitation, any so called
25 "vacation license," "travel club," "extended vacation," any other membership or
26 time interval ownership arrangement, or any time-share estate or time-share use
27 as defined in Section 11212 of the California *Business and Professions Code*.
28 The term "time sharing" as used herein shall be deemed to include, but shall not
29 be limited to, any agreement, plan, program, or arrangement under which the
30 right to use, occupy, or possess any Unit or Units rotates among various persons,
31 either corporate, partnership, individual, or otherwise, on a periodically recurring
32 basis for value exchanged, whether monetary or like kind use privileges,
33 according to a fixed or floating interval or period of time. This **Section 6.16** shall
34 not be construed to limit the personal use of any Residential Lot of Unit or any
35 portion thereof by its Owner and such Owner's social or familial guests.

36
37 6.17 **Trash Disposal.** No trash, rubbish, garbage, accumulated waste plant material,
38 other waste and refuse, and recyclable waste shall be allowed to accumulate
39 upon the exterior of any Residential Lot or Condominium Lot. Any trash
40 accumulated by an Owner or Resident outside of the Dwelling shall be deposited
41 only in covered containers and facilities which shall be screened from view from
42 any street, Lot, Dwelling, or Common Area, except on the day when containers
43 are placed near the street for scheduled trash collection. Any extraordinary
44 accumulation of trash, rubbish, garbage, waste, furniture, appliances, water
45 heaters, construction or remodeling debris, and other bulky items must be

1 properly disposed of off-site by the Owner or Resident at his or her sole expense
2 and shall not be placed anywhere on the exterior of any Residential Lot or
3 Condominium Lot.

4
5 6.18 Open Fires. This **Section 6.18** shall also apply to the Commercial Lots. There
6 shall be no open fires anywhere within the Development, except for fires
7 contained within approved devices (such as approved covered fire pits and
8 barbecues) or except by permit for authorized or controlled burns.

9
10 6.19 Storage. Except for neatly stacked fire wood, cut into lengths designed to
11 accommodate a fireplace, there shall be no storage of personal property
12 (including without limitation trailers and construction materials) upon a Residential
13 Lot or Condominium unless the same is kept entirely within an enclosed storage
14 area. Nothing shall be placed on top of or outside of such storage area.

15
16 6.20 Machinery and Equipment. Except as approved by the Board, no machinery or
17 equipment of any kind shall be placed, operated, or maintained upon or adjacent
18 to any Lot, except as is customary and necessary in connection with the use,
19 maintenance, or repair of a Dwelling or appurtenant structure, or with approved
20 construction.

21
22 6.21 Disease and Pests. No Owner or Resident shall permit anything or condition to
23 exist upon his or her Residential Lot or Condominium which shall induce, breed,
24 or harbor infectious plant diseases, rodents or noxious insects.

25
26 6.22 Mining and Drilling. Except for Lots owned by the Association, there shall be no
27 mining, quarrying, drilling, or refining operations permitted upon a Residential Lot
28 or Condominium Lot.

29
30
31 **ARTICLE 7 USE RESTRICTION FOR COMMERCIAL LOTS**

32
33 These provisions of this **Article 7** do not apply to the Residential Lots or to the
34 Condominium Lots or the Common Area.

35
36 7.1 Commercial Lots. Commercial Lots shall be used solely for office and
37 professional purposes, retail sales and service establishments, including without
38 limitation, gift shops, barber and beauty shops, clothing sales, food and beverage
39 sales, sporting goods sales, dry cleaners, laundromat, restaurants, locksmiths,
40 automobile fuel stations (including incidental automotive repair services), real
41 estate sales and rental, and mini-storage facilities. All improvements on
42 Commercial Lots shall be subject to Architectural Control as set forth in **Article 8**
43 (“Minimum Construction Standards”) and **Article 9** (“Architectural Approval”).
44

1 7.1.1 Prohibited Uses. Notwithstanding any provision of any applicable
2 zoning ordinance of the Town of Truckee, California, or any use
3 permitted thereby, no Commercial Lot nor any part thereof shall be
4 used, and no building or other improvement shall be constructed,
5 maintained, or used, for: (i) automobile sales (new and used), (ii) trailer
6 or mobile home sales, (iii) automobile repair garages, (iv) radio
7 transmitter stations or towers, (v) escort or dating bureaus, massage
8 parlors, (vi) motels or hotels, (vii) automatic or self-service car washes,
9 (viii) movie theaters, (ix) auditoriums, pool or billiard halls, skating rinks,
10 (x) mortuary or funeral homes, (xi) plumbing, electrical, heating and air
11 conditioning or similar businesses which customarily involve the exterior
12 storage of materials or high volumes of traffic, and (x) similar service
13 establishments.

14
15 7.1.2 Additional Prohibited Uses; Operations, and Nuisances. No use or
16 operation shall be made, conducted, or permitted on or with respect to
17 any Commercial Lot which is obnoxious to, or out of harmony with, the
18 environment of Tahoe Donner, including but not limited to the following:

- 19
20 (i) any use that may result in or causes a public or private
21 nuisance;
- 22
23 (ii) any use that may cause noise or sound that is objectionable due
24 to intermittence, beat, frequency, shrillness or loudness;
- 25
26 (iii) any use that may cause obnoxious odor;
- 27
28 (iv) any use that may cause, create or disburse noxious, toxic,
29 caustic or corrosive fuel or gas (*except that* the Association may
30 approve the use of a Commercial Lot for a gas or filling Station);
- 31
32 (v) any use that may cause, create or disburse dust, dirt or fly ash
33 in excessive quantities;
- 34
35 (vi) any use that may cause unusual fire, explosion or other
36 damaging or dangerous hazard;
- 37
38 (vii) an airport or landing field;
- 39
40 (viii) a convent or monastery;
- 41
42 (ix) a fraternity or sorority house;
- 43
44 (x) a new single-family residence;
- 45

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- (xi) a multiple family residence;
- (xii) a drug or alcohol care facility, including a methadone clinic, drug rehabilitation center, work release center, or social services center, or an institution or home for the treatment of the mentally infirm;
- (xiii) a jail farm, honor farm or detention facility used for the detention or rehabilitation of law breakers or prisoners;
- (xiv) a mobile home park;
- (xv) a warehouse (other than mini-storage); *provided, however*, that any area for the storage of goods intended to be sold at any retail establishment on a Commercial Lot shall not be deemed to be a warehouse;
- (xvi) a manufacturing, assembling, distilling, refining, smelting, agricultural, or mining operations;
- (xvii) the operation of a medical marijuana facility which dispenses, permits the use of on the premises, sells, licenses the use of or dispensing of, or dispenses marijuana or medical marijuana, and no Owner or tenant may write a prescription for medical marijuana;
- (xviii) the cultivation or growing of any crop or vegetation;
- (xix) a “secondhand” store, government “surplus” store or store commonly referred to as a “discount house;”
- (xx) a trailer court, junk yard, stock yard or animal raising facility (other than a pet shop);
- (xxi) for the installation or maintenance of a billboard or billboards;
- (xxii) the drilling for, or removal of, subsurface substances;
- (xxiii) the dumping, disposal, incineration or reduction of garbage or refuse;
- (xxiv) a fire or bankruptcy sale or auction house operation; or

1 (xxv) any use prohibited by or contrary to any applicable zoning
2 ordinance of the Town of Truckee, California, or any local, state
3 or federal law.
4

5 7.2 Vehicle Parking. No mobile home, travel trailer, truck, camper, boat, dune buggy,
6 house trailer, automobile, or similar vehicle shall be placed or kept upon any
7 Commercial Lot except within an enclosed building or structure which prevents
8 view thereof from outside such building or structure; *provided, however*, that
9 nothing contained herein shall prohibit the temporary parking of any commercial
10 vehicle in or on any loading or delivery area, truck ramp, or vehicle parking area
11 for the purpose of delivery of materials to any structure or business establishment
12 within any Commercial Lot; *and provided further*, however, that nothing contained
13 herein shall prohibit the temporary parking of any motor vehicle within motor
14 vehicle parking areas by any Owner, occupant, tenant, concessionaire or
15 permitted for purposes connected with or incidental to any permitted business or
16 use being made of any portion of the Property.
17

18 7.3 Outside Sales or Storage. All sales, display and storage shall be within an
19 enclosed building, and no portion of the Development shall be used for outside
20 sales, display or storage of any material or equipment of any nature whatsoever,
21 including, without limiting the generality of the foregoing, any building materials,
22 machines, tools, implements, furniture, landscaping materials, irrigation pipes or
23 apparatus; *provided, however*, that nothing contained herein shall prohibit use of
24 any portion of the Development for a nursery or garden shop. In the event any
25 portion of the Development is used for a nursery or garden shop, an outside
26 sales display and storage area will be permitted (provided the same is not
27 prohibited by any applicable zoning ordinance of the Town of Truckee,
28 California), which such area may be open for the sale, display and storage of
29 plants, shrubs and trees, provided that any such area for the sale, display, or
30 storage of other materials or equipment shall be enclosed by a fence of a height
31 and material approved by the ASC.
32

33 7.4 Noise Level. No activity shall be undertaken or permitted upon any portion of any
34 Commercial Lot which will cause any sound, whether intermittent, recurrent or
35 continuous, in excess of fifty-five (55) decibels (dbs) measured at any point on
36 any boundary line of said Lot.
37

38 7.5 Signs. The Association Rules may include uniform and non-discriminatory
39 regulations concerning the design, size and placement of signs on Commercial
40 Lots.
41
42

1
2 **ARTICLE 8** **MINIMUM CONSTRUCTION STANDARDS**
3

4 Unless a variance is requested from, and granted by, the ASC in accordance with
5 **Section 8.2** (“Minimum Construction Standards – Residential Lots”) or **Section 8.3**
6 (“Minimum Construction Standards – Condominium Lots”) or **Section 8.4** (“Minimum
7 Construction Standards – Commercial Lots”), improvements constructed on any Lot
8 shall conform to the following minimum construction standards:
9

10 8.1 Minimum Construction Standards Applicable to All Lots.
11

- 12 (a) Setback Lines. All improvements shall be constructed in accordance with
13 applicable building line and setback provisions of applicable zoning
14 ordinances, in compliance with all laws, and in compliance with all setback
15 requirements prescribed herein.
16
17 (b) Second Kitchen. As provided for in **Section 9.3.3** (“Kitchens”), no Owner
18 shall be permitted to install a second kitchen in a Dwelling without prior
19 architectural approval.
20
21 (c) Waste Disposal. No outside toilet shall be constructed on any Lot, other
22 than temporary facilities used in connection with construction on the Lot.
23 All plumbing fixtures, dishwashers, toilets or sewage disposal systems
24 shall be connected to a sewage system.
25
26 (e) Model Homes. No Owner of any Lot or Condominium Lot or Multi Family
27 Lot shall build or permit the building thereon of any structure that is to be
28 used as a model or exhibit.
29
30 (f) New Materials. All structures constructed on any Lot shall be constructed
31 with a substantial quantity of new materials and no used structure shall be
32 relocated or placed on any Lot.
33
34 (g) Approval by Architectural Standards Committee. No building, fence, wall
35 or other permanent structure or improvement shall be erected, altered, or
36 placed on any Lot until building plans, specifications and a plot plan
37 showing the location of structures on the Lots have been submitted to the
38 ASC for review and approval as described in **Article 8** (“Minimum
39 Construction Standards”).
40
41 (h) Exterior Surfaces. No reflective finishes (other than glass) shall be used
42 on exterior surfaces of any building structure erected on a Residential Lot.
43 The Committee shall be authorized to recommend to the Board approved

1 colors and stains for exterior finish of the Dwellings, such chart, once
2 adopted by the Association shall become a part of the Architectural Rules.

3
4 (i) No Temporary Structures. No recreational vehicle, trailer, mobile home,
5 camper, tent, shack, used structures, structures of a temporary character
6 or other outbuildings (including garages, whether attached or detached)
7 shall be used on any Lot at any time as a residence. Notwithstanding the
8 foregoing, an Owner may apply to the ASC for approval of the use of a
9 trailer or mobile home as a temporary residence during a period of
10 construction so long as the temporary residence is serviced by a waste
11 disposal system and approved by the ASC.

12
13 (j) Solar Systems. Subject to limitations imposed by California law, the ASC
14 shall be entitled to recommend to the Board, reasonable regulations
15 regarding the installation of exterior solar systems, which once adopted by
16 the Association shall become a part of the Architectural Rules. These
17 rules may include limitations on placement and design of such systems to
18 the extent necessary to avoid an unsightly appearance from neighboring
19 Lots or Common Area.

20
21 (k) Drainage. As provided in Section 4.6 (“Slope Control and Drainage
22 Areas”), there are slope control and drainage areas on the Lots as shown
23 on the Subdivisions Map. No Owner shall do any work, construct any
24 improvement, place any landscaping or suffer the existence of any
25 condition whatsoever which shall alter or interfere with the drainage
26 pattern for the Owner’s Lot or any adjacent Lots or parcels or Common
27 Area as established in connection with the approval of the final subdivision
28 and parcel maps applicable to the Development by the Town of Truckee,
29 except to the extent such alteration in drainage pattern is approved in
30 writing by the ASC, the Town of Truckee, and all other public authorities
31 having jurisdiction. Plans and specifications submitted by an Owner to the
32 ASC in connection with the construction of a Dwelling or commercial
33 structure, or other major structural improvement, shall include a drainage
34 plan in sufficient detail to permit the ASC to assess the impacts, if any, of
35 the improvement on natural drainage courses.

36
37 (l) Modular and Prefabricated Housing: Mobile Homes. The use of modular
38 housing units or prefabricated housing units assembled off the building site
39 shall be subject to regulation by the ASC to the full extent permitted by
40 *Civil Code* section 714.5 or comparable superseding statute.

41
42 8.2 Minimum Construction Standards -- Residential Lots.

43
44 (a) Minimum Square Footage. Every Dwelling constructed on a Residential
45 Lot shall contain a minimum of twelve hundred (1200) square feet of fully

1 enclosed floor area to be devoted to living purposes (exclusive of roofed or
2 unroofed porches, terraces, decks, garages, carports and other
3 outbuildings). Not less than nine hundred (900) square feet shall be
4 located on the first floor of the Dwelling. For purposes of the preceding
5 sentence, the first floor of a Dwelling shall be the floor with the principal
6 living space for any Dwelling with a basement or downstairs garage or
7 bedroom area.

8
9 (b) Height Limitations. No structure or improvement shall be constructed on
10 any Residential Lot having a height of more than two (2) stories; *provided,*
11 *however,* that the height of a structure or improvement may exceed two
12 stories if permissible by law and if the ASC determines that the proposed
13 height is compatible with the physical site involved and adjoining
14 properties; provided that the total height of the structure shall in no event
15 exceed thirty-five feet (35') measured from the building's mid-point on the
16 downhill slope.

17
18 (c) Setback Lines. No structure or improvement (other than a fence for which
19 a permit has been granted by the ASC) shall be constructed, erected,
20 placed or maintained upon any Residential Lot within the following
21 prescribed setback areas:

22
23 (i) a front yard setback area, the minimum depth of which shall be at
24 least twenty feet (20') measured from the front lot line of such
25 Residential Lot.

26
27 (ii) a side yard setback area, the minimum width of which shall be ten
28 feet (10') along any single inner side lot line of such Residential Lot.
29 The ten foot side yard setback is required in order to avoid snow
30 shedding from the Dwelling onto the adjacent Lot and to prevent a
31 row house appearance of adjoining Dwellings. The Committee
32 shall be entitled to permit exceptions to this side yard setback
33 requirement to a minimum of five feet (5'), without compliance with
34 the variance procedures specified in Section 8.3, below, when such
35 is deemed necessary to accommodate special circumstances which
36 would otherwise lead to burdensome costs to the Owner. Side yard
37 setbacks shall be measured from the eaves of the Dwelling roof,
38 rather than from the foundation.

39
40 (iii) a rear yard, the minimum depth of which, having an area equal to at
41 least twenty percent (20%) of the gross area of such Lot. The
42 resulting depth shall not in any case be less than twenty-five feet
43 (25').
44

- 1 (d) Paved Parking. Each Residential Lot which is improved after the effective
2 date of this Declaration shall have paved off-the-road parking facilities for
3 at least two (2) automobiles.
4
- 5 (e) Exterior Lighting. There shall be no exterior lighting of any sort either
6 installed or maintained on any Residential Lot, the light source of which is
7 visible from neighboring property or streets, except as permitted by the
8 Architectural Rules. In no event shall fluorescent, mercury vapor, sodium,
9 amber vapor or similar outdoor security lights be permitted. The ASC shall
10 establish Architectural Rules, as necessary or appropriate, to assure the
11 serene, peaceful and rural nature of the Tahoe Donner common interest
12 development, which Architectural Rules shall be adopted by the
13 Association.
14
- 15 (f) Roofing Materials. Natural wood or shingle roofing materials or
16 composition roofing materials shall not be permitted on any Lot within the
17 Development unless they are treated with fire retardant materials. The
18 use of other roofing materials, such as metal, tile, gravel or artificial
19 shingles or shakes that have the appearance of natural wood shingles
20 shall be permitted, subject to prior ASC approval of the appearance and
21 quality of the material.
22
- 23 (g) Siding Materials. The exterior walls of any Dwelling, garage or other
24 structure shall be finished with natural wood. Rock or stucco may be used
25 in combination with wood. Metal, Masonite or other manufactured siding
26 shall not be permitted. No siding composed in whole or part of artificial or
27 “fake” stones, stucco stones or manufactured used brick shall be permitted
28 unless an exception is granted by the ASC.
29
- 30 (h) Antenna, External Fixtures, Etc. No television or radio poles, antenna,
31 television satellite reception dishes, flag poles, clothesline, or other
32 external fixtures, except those approved by the ASC, shall be constructed,
33 erected or maintained on any Residential Lot. No wiring, insulation, air-
34 conditioning or other machinery or equipment, other than those approved
35 by the Committee, and their duplicate replacements shall be constructed,
36 erected or maintained on or within the exterior of any structure within the
37 Development.
38
- 39 (i) Variance Authority of Committee. The Architectural Standards Committee
40 shall have the power to grant variances from any of the provisions in this
41 Section 8.2.
42

43 8.3 Minimum Construction Standards – Condominium Lots. Those Condominium
44 Lots located within Tahoe Donner Unit Nos. 2, 3 and 6, which are subject to this

1 Declaration and a Supplemental Declaration (as identified in **Exhibit F** attached
2 hereto) shall be subject to the following minimum construction standards:

- 3
4 (a) Limitation of Number of Building Structures. Except as otherwise provided
5 in the schedule set forth in this **subparagraph (a)**, no more than two (2)
6 apartment buildings or Condominium buildings shall be constructed on any
7 multiple family Residential Lot zoned for six (6) or fewer Units.

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The maximum number of Units on each of the following Condominium Lots in Tahoe Donner Units 2, 3 and 6 shall be:

Condominium Lots Within Unit 2

	<u>Maximum Number of Units on Each Lot</u>
1, 22, 311, 312, 313, 314	7 Units/Lots
15, 16, 17, 315, 316, 317	7 Units/Lots
9, 14, 18, 33, 439	6 Units/Lots
10, 11, 19, 20, 21, 32, 35, 36, 338, 337	5 Units/Lots
2, 3, 5, 6, 7, 8, 12, 13, 29, 30, 31, 37 through 51, 318 through 322, 325 through 335, 338 through 360, 428 through 438	4 Units/Lots
323, 324	3 Units/Lots
309	13 Units/Lots
34	42 Units/Lots
310	9 Units/Lot

Condominium Lots Within Unit 3

	<u>Maximum Number of Units on Each Lot</u>
Lots 30, 31, 32, and 33	4 Units/Lots
Lot 34	69 Units/Lots
Lots 35, 36, 37, 38, 39 and 40	4 Units/Lots

Condominium Lots Within Unit 6

	<u>Maximum Number of Units on Each Lot</u>
594	7 Units/Lots
593, 595, 598	6 Units/Lots
592, 596, 597, 599, 600, 601, 602	5 Units/Lots
603	4 Units/Lots

- 1 (b) Minimum Square Footage Requirements. Each Unit within each multi-
2 family building shall contain not less than six hundred fifty (650) square
3 feet of fully enclosed floor area to be devoted to living purposes (exclusive
4 of roof or unroofed porches, terraces, decks, garages, carports and other
5 out buildings).
6
- 7 (c) Height Limitations. The height of each multi-family building on each
8 Condominium Lot shall not exceed the height prescribed by the ASC.
9
- 10 (d) Parking. Each Condominium Lot shall have paved off-the-road parking
11 facilities for at least one and one-half (1.5) automobiles for each Unit in
12 any multi-family building(s) constructed on said Lot.
13
- 14 (e) Condominium Lot Combinations. Nothing contained herein shall prevent
15 or restrict a Lot Owner from combining contiguous Condominium Lots and
16 any buildings thereon with a Condominium Lot improved with more than
17 one (1) multi-family building, so long as the above provisions are complied
18 with on a combined basis.
19
- 20 (f) Compliance with Town and/or County Regulations. Any provisions of the
21 laws of the Town of Truckee of the County of Nevada in effect from time to
22 time, which are more restrictive than the provisions hereof, shall control.
23
- 24 (g) Application of Use Restriction. Each and every restriction set forth in
25 Sections 8.2(c) and (e), above, with respect to Residential Lots shall be
26 equally applicable to Condominium Lots and are incorporated herein by
27 this reference, except that the side yard setback on Condominium Lots
28 shall be five feet (5'), rather than ten feet (10').
29
- 30 (h) Variance Authority of Committee. The Architectural Standards Committee
31 shall have the power to grant variances from any of the provisions in this
32 Section 8.3.
33

34 8.4 Minimum Construction Standards - Commercial Lots.

- 35
- 36 (a) Site Development.
- 37
- 38 (i) Building Site. The building site areas shall be as permitted by any
39 applicable zoning ordinance of the Town of Truckee, California.
40
- 41 (ii) Number of Buildings. The number of buildings which may be
42 constructed on any Commercial Lot shall be in accordance with the
43 applicable zoning ordinance of the Town of Truckee, California.
44

1 (iii) Building Height. Building height limit shall be compatible with the
2 physical site involved with a maximum height of twenty-five feet
3 (25') unless otherwise approved in writing by the ASC.
4

5 (iv) Yards. Front yard, side yard and rear yard requirements for the
6 location of any building upon any Commercial Lot shall be as set
7 forth in the applicable zoning ordinance of the Town of Truckee,
8 California.
9

10 (v) Setbacks. Setbacks shall be as shown and delineated on the
11 Subdivision Maps Recorded with respect to Tahoe Donner, or if not
12 so shown, as set forth in the applicable zoning ordinance of the
13 Town of Truckee, California.
14

15 (vi) Off-street Parking. The number of off-street parking spaces which
16 shall be provided shall be in accordance with the applicable zoning
17 ordinance of the Town of Truckee, California.
18

19 (vii) Minimum Square Footage. Location of Truck Ramps and Loading
20 Docks, Fuel Storage Tanks and Refuse Containers, Signs and
21 Exterior Characteristics. The minimum square footage of fully
22 enclosed floor area which shall be contained in any building
23 constructed, erected or placed upon any Commercial Lot, the
24 location of truck ramps and loading docks and areas in relation to
25 any main structure, the location of fuel storage tanks if located
26 apart from a main structure, the location of containers for storage
27 and disposal of refuse, the size, location, height, lighting and type
28 of signs which may be erected and maintained, and the exterior
29 architectural characteristics of each commercial building upon any
30 Commercial Lot, including without limitation elevations, exterior
31 surface materials, exterior colors and lighting, shall be as specified
32 and approved by the ASC.
33

34 (b) Construction and Alteration of Improvements; Change in Topography.
35

36 (i) Subdivision Maps. No tentative or final map of subdivision or
37 resubdivision of any Commercial Lot, or any amendment thereto,
38 shall be submitted for approval to any governmental agency of the
39 Town of Truckee, or recorded without the prior written approval of
40 the ASC; *provided, however*, that the signatures of the members of
41 the ASC on any such maps shall not be required as a condition of
42 recordation thereof.
43

44 (ii) General Prohibitions. No Owner or Occupant shall construct,
45 reconstruct, refinish, alter, or maintain any Improvement upon, or

1 erect, place, or maintain any sign upon, or install any utility line,
2 wire, or conduit in or upon, or make any excavation upon, or alter
3 the topography of, or cut or remove any tree upon, or do any act
4 which would affect the drainage of, any Commercial Lot without the
5 prior written approval of the ASC. The Tahoe Donner Association
6 shall have the right to remove any Improvement constructed,
7 reconstructed, refinished, altered, or maintained in violation hereof,
8 and the Owner shall reimburse said Association for all expenses
9 incurred in connection therewith.

10
11 (iii) Lighting.

12
13 Prohibition. There shall be no exterior lights or lighting systems,
14 including but not limited to lighted signs, erected, installed,
15 constructed, or maintained on any Commercial Lot without the prior
16 written approval of the ASC.

17
18 Height Limitation. No portion of any exterior light or lighting system
19 shall be in excess of twenty feet (20') from the surface of the ground.

20
21 Hooding Device. All such lights shall be hooded so that all light
22 therefrom is projected downward and inward toward the Lot or
23 building on which such lights are constructed.

24
25 (iv) Signs.

26
27 ASC Approval Required. No sign shall be constructed, erected,
28 placed, or maintained upon any Commercial Lot without the prior
29 written approval of the ASC.

30
31 Design. The design of all signs shall be an integral part of the
32 design of the building or structure involved and shall be compatible
33 with the physical site involved and with the Development.

34
35 Size. Signs will be limited in size as may from time to time be
36 prescribed by the ASC.

37
38 Rotation. Signs shall not rotate.

39
40 Materials. All signs shall be constructed of durable materials and
41 shall be mounted with bolts, fasteners, or clips of hot dipped
42 galvanized iron, stainless steel, aluminum, brass, or bronze.

43
44 Mounting. All letters or signs mounted on any exterior wall or any
45 structure so as to be exposed to the weather will be mounted three-

1 fourths of an inch (3/4") from such wall to permit proper dirt and water
2 drainage.
3

4 Installation and Lighting. All signs shall be installed in accordance
5 with the drawings approved by the ASC. Any penetration of a building
6 structure required for sign installation will be neatly sealed in a
7 watertight condition. Occupant will be fully responsible for the
8 operations of occupant's sign contractors.
9

10 Height. The height of any free-standing sign shall be compatible
11 with the physical site involved with a maximum height of twenty feet
12 (20') unless otherwise permitted by the ASC.
13

14 Roof Signs. Roof signs or any signs extending above the roof line
15 are prohibited.
16

17 Loading Docks and Service Areas. All loading docks, truck ramps
18 and service areas shall be screened so as not to be visible from
19 other property in the vicinity, including lots, roads and Common
20 Areas. Such screening shall have an opaque finish and be of a
21 material and of a height acceptable to the ASC.
22

23 Utilities. The ASC may, if it finds it necessary or desirable for the
24 environment of the Development, require that all utility lines, wires,
25 pipes and conduits, including without limitation all electrical and
26 telephone lines and cables, be constructed and installed
27 underground; *provided, however,* that said requirement shall not
28 apply to any outlet thereof, or means of access thereto, or any
29 sewer pumping plant, or electrical generator or transformer, or to
30 any utility line or facility which must, of necessity, be installed above
31 ground.
32

33 Roofs. All roofing materials shall be approved by the ASC.
34

35 Antennae. No exterior antenna of any type, or other exterior,
36 structure or device for sending or receiving electromagnetic waves,
37 shall be erected, constructed, placed or maintained on any
38 Commercial Lot without the prior written approval of the ASC.
39

40 Ground Areas. All ground areas not covered by any building or
41 other structure shall be either paved or landscaped. All roadways,
42 driveways, truck ramps, loading and delivery areas and vehicle
43 parking areas shall be paved with a hard-surfaced impermeable
44 material acceptable to the ASC. All paved areas shall be

1 maintained and kept clean, reasonably clear of snow and free of oil
2 and other extraneous matter.

3
4 Building Materials. All structures on any Commercial Lot shall be
5 constructed substantially of new materials, and no used structure
6 shall be placed on any Commercial Lot without the prior written
7 approval of the ASC.

8
9 Occupancy. No structure shall be used or occupied until the same
10 has been substantially completed in accordance with its plans and
11 specifications.

- 12
13 (c) Variance Authority of Committee. The Architectural Standards Committee
14 shall have the power to grant variances from any of the provisions in this
15 Section 8.4.

16
17
18 **ARTICLE 9 ARCHITECTURAL APPROVAL**

19
20 9.1 Prior Architectural Approval Required. No exterior Improvement, no outdoor
21 lighting, no mast, pole, tower, antenna, receiver, or transmitter to the extent
22 restricted by Section 9.2.7 (“Satellite Dishes and Antennas”), no outdoor painting,
23 and no landscaping shall be commenced, erected, planted, placed, maintained or
24 installed within the Development, nor shall any exterior addition or change or
25 alteration of an Improvement be made, until the plans and specifications showing
26 the nature, kind, shape, color, height, size, materials, and location of the same
27 have been submitted to and approved in writing by the ASC. The requirement of
28 architectural approval shall also apply to certain interior additions as provided for
29 in this Declaration or pursuant to Architectural Rules adopted by the Association.
30 The requirement of architectural approval shall not apply to improvements made
31 or constructed by or on behalf of the Association.

32
33 9.2 Some Common Architectural Concerns. This Section 9.2 enumerates some
34 common areas of architectural concern. These are examples only and do not
35 represent an exhaustive list of changes that require prior architectural approval.
36 Nothing in this Section 9.2 shall be deemed to limit the generality of Section 9.1
37 (“Prior Architectural Approval Required”).

38
39 9.2.1 Exterior Painting. Prior architectural approval shall not be required for
40 repainting or refinishing a structure in its existing color scheme, like for
41 like, if such colors have been previously approved.

42
43 9.2.2 Decorative Features. Planter boxes, hanging plants, trellises,
44 fountains, sculptures, and similar feature are generally acceptable;

1 however, the Board may in its reasonable discretion limit the use of
2 such decorative features if such features are found to be aesthetically
3 offensive, overbearing, or incompatible with surrounding elements.
4

5 9.2.3 Mailboxes; Newspaper Tubes. Mailboxes shall comply with all
6 applicable postal regulations and Architectural Rules, if any. There
7 shall be no free-standing exterior mailboxes or newspaper tubes.
8

9 9.2.4 Outside Drying and Laundering. No outside clothesline shall be
10 permitted, erected, or maintained on any Lot in a manner which is
11 visible from a neighboring Lot or Common Area.
12

13 9.2.5 Drainage Patterns. No excavation and no alteration or addition of any
14 kind is permitted which alters or may alter existing drainage patterns of
15 existing channels upon, under, and/or across the Development
16 property or any portion thereof through which water in time of storms or
17 otherwise naturally flows or through which water has been caused to
18 flow artificially, without obtaining prior architectural approval.
19

20 9.2.6 No Installations on Roof. Absolutely no installation of any kind,
21 including but not limited to skylights, solar panels, antennas, or air-
22 conditioning equipment, shall be placed or installed upon any roof
23 without obtaining prior architectural approval.
24

25 9.2.7 Satellite Dishes and Antennas. No outside radio or television aerial,
26 antenna, dish, wire, or other receiving or transmitting device shall be
27 erected, constructed, or maintained on any Lot, except (i) those
28 expressly approved by the ASC or (ii) those that, by law, cannot be
29 prohibited. It is the intention of this **Section 9.2.7** to restrict outside
30 radio or television aerials, antennas, dishes, wires, and other receiving
31 or transmitting devices in the Development to the extent permitted by
32 law and to authorize the Board to adopt and implement Rules
33 regarding the same.
34

35 9.2.8 Masts, Poles, Towers, Other Projections. No outside mast, pole,
36 tower, or projection of any type attached to any structure that extends
37 above the roof of the structure (with the exception of chimneys and
38 vent stacks) and no outside mast or pole shall be placed or permitted
39 to remain without prior architectural approval.
40

41 9.2.9 Storage Units; Temporary Structures. No shed, temporary structure,
42 cargo container, temporary storage container ("PODS") shall be
43 erected, maintained, kept, or used anywhere within the Development
44 without the prior architectural approval pursuant to this **Article 9**. Any
45 approved temporary building shall be used only for purposes incidental

1 to approved construction and shall be removed promptly upon
2 completion of the work.

3
4 9.3 Architectural Rules.

5
6 9.3.1 In General. Subject to the requirements of *Civil Code* section 4340
7 and following, the Board may from time to time adopt, amend, and
8 repeal rules and regulations to be known as "Architectural Rules."
9 Architectural Rules shall set forth the standards for architectural review
10 and guidelines for architectural design, placement of buildings and
11 other structures, outdoor lighting, and landscaping, color schemes,
12 exterior finishes and materials, and similar features which are
13 recommended for use in the Development and may include restrictions
14 on satellite dishes and solar energy systems consistent with applicable
15 law; *provided, however,* that Architectural Rules shall not be in
16 derogation of any minimum standards required by this Declaration.

17
18 9.3.2 Roofs. Any Architectural Rules concerning the installation or repair of
19 a roof shall comply with applicable law including *Civil Code* section
20 4720, if it applies.

21
22 9.3.3 Kitchens. No more than one (1) kitchen facility shall be installed or
23 maintained within a Dwelling without prior architectural approval.

24 9.3.4 Tree Removal. No tree with a diameter of four inches (4") or more at
25 three (3) feet from the ground shall be destroyed, uprooted, cut down
26 or removed from any Residential Lot or Condominium Lot without prior
27 architectural approval and, where required, approval of the Tahoe
28 Donner Foster.

29
30 9.4 Establishment and Composition of ASC. The Board shall appoint an ASC
31 consisting of three (3) regular Members of the Association. The ASC members
32 and any alternate shall serve at the pleasure of the Board. If at any time there
33 shall not be a duly-constituted ASC, the Board shall exercise the functions of the
34 ASC in accordance with the terms of this **Article 9**. The Board may also appoint
35 alternate ASC members who shall attend ASC meetings and shall be authorized
36 to act as a substitute on the ASC with the power to vote in the event of absence
37 or disability of any committee member. The ASC members and any alternate(s)
38 shall serve at the pleasure of the Board. If at any time there is no ASC, the
39 Board shall exercise the functions of the ASC in accordance with this **Article 9**.

40
41 9.5 Duties and Authority of ASC. It shall be the duty of the ASC to consider and act
42 upon proposals or plans submitted to it pursuant to the terms of this Declaration
43 and to perform such other duties as may be delegated to it by the Board.
44

1 9.6 Meetings; Minutes; Reimbursement. The ASC shall meet as necessary to
2 properly perform its duties hereunder. The ASC shall keep and maintain a
3 record of all actions taken by it at such meetings or otherwise. The ASC and its
4 members shall be entitled to reimbursement for reasonable out-of-pocket
5 expenses incurred by them in the performance of any ASC function.
6

7 9.7 Preliminary Consultation with ASC Prior to Submitting Application. Any Owner
8 considering performing any work requiring the prior approval of the ASC may
9 apply to the ASC for preliminary consultation by submitting preliminary plans or
10 drawings of the contemplated work in accordance with the Architectural Rules.
11 The purpose of the preliminary consultation procedure is to allow an Owner
12 considering making substantial improvements an opportunity to obtain guidance
13 concerning design considerations before expending substantial sums for plans
14 and other exhibits required to apply for actual approval. Within forty-five (45)
15 days after receiving a request for a preliminary consultation, the ASC shall
16 consider the preliminary information submitted and shall respond in writing to the
17 Owner. The ASC's response shall give the requesting Owner such direction
18 concerning the form and substance of an approval application for the
19 contemplated work as the ASC deems proper or desirable for the guidance of the
20 Owner. The issuance of a preliminary consultation response by the ASC shall
21 not under any circumstances be deemed approval of any contemplated work;
22 nor, once an Owner submits a request for approval, shall it preclude the ASC
23 requesting additional information about the proposed work based on the actual
24 application.
25

26 9.8 Written Request for ASC Approval. Any Owner proposing to perform any work
27 that requires prior approval pursuant to this **Article 9**, shall submit to the ASC a
28 written request setting forth the nature of the proposed work and furnishing such
29 information and documentation as the ASC may require depending on the nature
30 and size of the proposed work. Such information and documentation may
31 include but is not limited to: (i) floor plans, (ii) color samples of exterior materials,
32 (iii) specifications, (iv) building plans, (v) wall sections, (vi) exterior elevations,
33 (vii) roof plans, (viii) landscaping plans, (ix) graphics and exterior furnishings, and
34 (x) the Owner's proposed construction schedule.
35

36 9.9 Fees; Professional Consultants. The ASC may charge a reasonable fee or fees
37 for review of architectural or landscaping applications, drawings, plans, and
38 specifications which may include the cost of retaining outside consultants
39 including but not limited to architects, engineers, soils experts, or contractors.
40

41 9.10 Notice, Meetings, Minutes. At least four (4) days' prior notice of all ASC
42 meetings shall be posted on the Association's website. The ASC shall meet on a
43 monthly basis and more frequently if required to consider and act upon an
44 Owner's request for approval. All meetings of the ASC shall be open to
45 Members. The Owner and, in the ASC's discretion, other interested persons,

1 may present information relevant to the Owner's requested approval. The
2 Committee shall keep minutes of all ASC meeting.
3

4 9.11 Basis for Decisions; Good Faith. The ASC's decisions shall be made in good
5 faith and shall not be unreasonable, arbitrary, or capricious. It is recognized and
6 intended that the ASC will employ subjective criteria and judgments in its review
7 of and determination concerning plans and proposals submitted to it. The ASC
8 shall make its decisions from the perspective of the interest of the Development
9 as a whole in the fostering of the coherence, value, attractiveness and aesthetic
10 compatibility of all architectural designs and features in the Development, after
11 consideration of such factors the ASC reasonably determines to be relevant and
12 after reasonable investigation consistent with the scope and circumstances of the
13 proposal submitted to the ASC. The vote or written consent of a majority of the
14 ASC members shall constitute an act by the ASC. The ASC shall grant the
15 requested approval only if:
16

17 (a) The Owner has submitted a complete application;
18

19 (b) The ASC finds that the plans and specifications conform to this
20 Declaration and to the Architectural Rules in effect at the time such plans
21 were submitted to the ASC. Pursuant to Section 9.13 ("Variances"), the
22 ASC may approve any application involving a request for or a need for a
23 variance. A variance shall not include any minor deviations from the
24 Architectural Rules or Minimum Construction Standards of Article 8
25 ("Minimum Construction Standards"), necessary to overcome practical
26 difficulties, or avoid unnecessary expense, or prevent unnecessary
27 hardship to the Owner(s);
28

29 (c) The ASC finds that the proposed work will, if approved, be consistent and
30 compatible with the architectural and aesthetic standards prevailing within
31 the Development and will be in harmony with the external design and
32 appearance of other existing structures and improvements within the
33 Development, and as to location with respect to topography and finished
34 grade elevations; and
35

36 (d) The ASC determines that the proposed work would be consistent with the
37 standards of the Development and the purposes of this Declaration as to
38 quality of workmanship and materials.
39

40 9.12 Decisions in Writing; Timely Decision; Reasonable Conditions. All approvals and
41 rejections of requests for approval shall be in writing and shall be issued by the
42 ASC within sixty (60) days from the date of submission of a complete application
43 to the ASC. Any approval may include such reasonable conditions as the ASC
44 or the Board may determine. If a request is rejected, the decision shall include

1 an explanation of the ASC's decision and a notice describing the Owner's right to
2 request consideration by the Board.

3
4 9.13 Variances. When approving an application pursuant to this Article 9, the ASC
5 may allow reasonable variances from the Architectural Rules, the provisions of
6 Article 8 ("Minimum Construction Standards"), and the use restrictions at
7 Sections 6.1 through 6.8 of this Declaration; subject to the following:

8
9 9.13.1 Written Determination. The ASC must make a good faith written
10 determination that issuance of a variance (i) will not constitute a
11 material deviation from any restrictions contained within this
12 Declaration, (ii) the proposed alteration allows the objectives of the
13 applicable use restriction provision being deviated from to be
14 substantially achieved despite the noncompliance, or (iii) the variance
15 applies to a land use restriction or minimum construction standard that
16 is otherwise applicable but the ASC finds is unnecessary or
17 burdensome under the circumstances applicable to the Lot.

18
19 9.13.2 Approval of Land-Use Restriction or Minimum Construction Standard
20 Variance. Any variance related to a land-use restriction or to a
21 minimum construction standard may be approved so long as it will not
22 create an unreasonable nuisance with respect to any portion of the
23 Development or result in a material detriment to the Development.

24
25 9.14 Disapproval by ASC; Reconsideration by Board. An application that has been
26 disapproved by the ASC may be re-submitted to the Board by the Owner or upon
27 the Owner's request may be referred by the ASC to the Board for
28 reconsideration. Reconsideration of an application by the Board of Directors
29 shall be done at an open meeting, pursuant to the procedures set forth in Section
30 14.13 ("Owner's Request for Hearing").

31
32 9.15 Failure of ASC or Board to Make Timely Decision. If the ASC shall fail to act on
33 a request for approval within the time specified in Section 9.12 ("Decisions in
34 Writing; Timely Decision; Reasonable Conditions"), or if the Board shall fail to
35 consider the Owner's request in a timely fashion pursuant to Section 9.14,
36 ("Disapproval by ASC; Reconsideration by Board"), the Owner shall be entitled to
37 invoke internal dispute resolution pursuant to *Civil Code* section 5910, discussed
38 in Section 14.16 ("Internal Dispute Resolution").

39
40 9.16 Failure to Obtain Required Approval. If any work that requires prior approval
41 pursuant to this Article 9 is performed without such approval having been
42 obtained, the Board shall be entitled to proceed in accordance with the provisions
43 of Section 9.20 ("Notice of Non-conformity") and Section 9.21 ("Failure to
44 Remedy Non-conformity") as though the Board had given written Notice of Non-
45 conformity with approved plans.

1
2 9.17 Commencement of Approved Work. Upon receipt of written approval, the Owner
3 shall, as soon as practicable, satisfy all conditions of the approval and diligently
4 proceed with the commencement and completion of all approved work.
5 Commencement of the approved work shall occur, in all cases, within ninety (90)
6 days from the date of such approval. In the case of original construction on a
7 vacant Lot, “commencement of construction” shall mean at least the completion
8 of grading and the pouring of all or substantially all foundations for any
9 improvements. If the Owner fails to comply with this paragraph, any approval
10 previously given shall be deemed revoked unless the ASC, upon written request
11 of the Owner made prior to the expiration of the time for commencement of the
12 approved work, extends the time for such commencement. The ASC shall not
13 grant an extension of time for commencement of the work if the ASC finds that
14 there has been a material change in the circumstances upon which the original
15 approval was granted.
16

17 9.18 Completion; Extension of Deadline. The Owner shall complete all approved work
18 within one (1) year after commencement thereof; except that in the case of
19 original construction on a vacant Lot or reconstruction after substantially total
20 destruction of the improvements on a Lot, the construction or reconstruction shall
21 be completed within two (2) years after commencement thereof. In the case of
22 projects under construction when this Declaration is recorded, the construction or
23 reconstruction shall be completed by the completion date specified in the project
24 approval or, if no such completion date was specified, within one (1) year (or in
25 the case of original construction on a vacant Lot or reconstruction after
26 substantially total destruction of the improvements on a Lot within two (2) years),
27 after the date of recordation. The date for completion may be extended by the
28 ASC pursuant to the Architectural Rules. If an Owner fails to comply with this
29 Section 9.18, the ASC shall notify the Board of such failure, and the Board shall
30 be entitled to (or on its own initiative the Board may) proceed in accordance with
31 the provisions of Section 9.20, (“Notice of Non-conformity”), as though the Board
32 has given written Notice of Non-conformity with approved plans.
33

34 9.19 Notice of Completion; Inspection of Completed Work. Upon the completion of
35 any work for which approval is required under this Article 9, the Owner shall give
36 written notice of completion to the ASC. Within sixty (60) days after receiving
37 notice of completion from the Owner, the ASC or its duly-authorized
38 representative may inspect such work to determine if it substantially complies
39 with the granted approval and Owner shall cooperate with the ASC to conduct
40 such inspection. If the ASC fails to notify the Owner of any non-conformity within
41 such sixty (60) day period, the work shall be deemed to be in accordance with
42 the granted approval. If the Owner fails to give notice of completion, the Board
43 shall be entitled to proceed in accordance with the provisions of Section 9.20
44 (“Notice of Non-conformity”), as though the Board has given written Notice of
45 Non-conformity with approved plans.

1
2 9.20 Notice of Non-conformity. If the ASC finds that the work was not done in
3 substantial conformity with the granted approval, it shall notify the Owner in
4 writing before the end of such sixty (60) day period set forth in **Section 9.19**
5 (“Notice of Completion; Inspection of Completed Work”) specifying particulars of
6 non-conformity and requiring the Owner to remedy the same within thirty (30)
7 days from the date of the notice from the ASC or such longer time as the ASC
8 may designate in the notice.
9

10 9.21 Failure to Remedy Non-conformity. If the Owner fails to remedy such non-
11 conformity within the time specified in the Notice of Non-conformity from the
12 ASC, the ASC shall notify the Board in writing of such failure. Pursuant to the
13 procedures set forth in **Section 14.12** (“Hearing Called by the Board; Executive
14 Session; Open Meeting”), the Board shall then set a date on which a hearing
15 before the Board shall be held regarding the alleged non-conformity. If the Board
16 finds at such hearing that a substantial non-conformity exists, the Board may, in
17 addition to any other remedy available under the Governing Documents or
18 applicable law, order the Owner to remedy or remove such non-conformity. If the
19 Owner thereafter fails to do so within the time specified by the Board, the Board
20 may, in addition to any other remedy available under the Governing Documents
21 or applicable law, remove or remedy the non-conformity and, in that event, all
22 expenses incurred by the Association in connection therewith shall be assessed
23 against the Owner as a Reimbursement Assessment.
24

25 9.22 Non-waiver. The approval by the ASC or the Board of any plans, drawings, or
26 specifications for any work done or proposed, or for any other matter requiring
27 approval under this **Article 9**, shall not be deemed to constitute a waiver of the
28 right to withhold approval of any similar plan, drawing, specification, or matter
29 subsequently submitted for approval with respect to the same Lot or any other
30 Lot.
31

32 9.23 Estoppel Certificate. Within thirty (30) days after written demand is delivered to
33 the Association by an Owner, and upon payment to the Association of a
34 reasonable fee (as fixed from time to time by the Board), the Board shall cause to
35 be recorded an estoppel certificate certifying, with respect to specified
36 improvements and other work performed by the requesting Owner upon a
37 particular Lot owned by such Owner, that as of the date of the estoppel
38 certificate, either: (i) the improvements and other work specified by the Owner
39 and performed by the Owner are not in violation of the architectural approval
40 requirements of this Declaration, or (ii) that certain or all of the specified
41 improvements or other work are in violation of the architectural approval
42 requirements, in which event the estoppel certificate shall identify the non-
43 complying improvements or work and set forth with particularity the basis of such
44 non-compliance. Any purchaser from the Owner, or from anyone deriving any
45 interest in a Lot through the Owner, shall be entitled to rely on the recorded

1 estoppel certificate with respect to the matters therein set forth, such matters
2 being conclusive as between the Association and the Owner(s) and any persons
3 deriving any interest through the Owner(s).
4

5 9.24 Disclaimer of Liability. Neither the Board, nor any ASC, nor any member thereof
6 shall be liable to the Association, to any Owner, or to any person deriving an
7 interest through an Owner for any damage, loss, or prejudice suffered or claimed
8 on account of: (i) the approval or disapproval of any plans, drawings, and
9 specifications, whether or not defective; (ii) the construction or performance of
10 any work, whether or not pursuant to approved plans, drawings, and
11 specifications; or (iii) the development of any property within the Development; or
12 (iv) the execution and filing of an estoppel certificate pursuant to **Section 9.23**
13 (“Estoppel Certificate”) whether or not the facts therein are correct; *provided,*
14 *however,* that the Board, ASC, or such member has acted in good faith on the
15 basis of such information as may be possessed by it or him or her. Without
16 limiting the generality of the foregoing, the Board or any ASC may, but is not
17 required to, consult with or hear the views of the Association or any Owner with
18 respect to any plans, drawings, specifications, or any other proposal submitted
19 for approval pursuant to this **Article 9.** Every purchaser, by acquiring title to a Lot
20 or portion thereof agrees not to bring any action or suit against the Board, the
21 ASC, or its or their members seeking to recover any such damages.
22

23 9.25 Compliance with Governmental Requirements. The Owner of the Lot is required
24 to obtain all permits and governmental authorizations, if any, required for any
25 work done upon such Owner’s Lot and such Owner must comply with all
26 applicable zoning and building codes as well as other applicable laws and
27 ordinances. The Owner of each Lot is solely responsible for complying with any
28 applicable building permit process or other governmental requirements with
29 respect to any work done upon the Owner’s Lot. Submission of a request for
30 approval by the ASC or the Board and the review and approval of any proposals,
31 plans, or other submittals shall in no way be deemed to be satisfaction of or
32 compliance with any building permit process or any other governmental
33 requirements, nor shall it constitute the assumption of any responsibility by or
34 impose any liability on the Association, the Board, the ASC, or its or their
35 members as to the accuracy, efficacy, or sufficiency thereof. When Architectural
36 approval standards of the Association are more stringent than applicable
37 governmental standards, the more stringent standards of the Association shall
38 apply, notwithstanding the fact that governmental approval may have been
39 obtained based on governmental standards that are less stringent than those of
40 the Association.
41
42

1
2 **ARTICLE 10 ASSESSMENTS AND LIENS**
3

4 This **Article 10** does not apply to Commercial Lots and Commercial Lots do not pay
5 Assessments.
6

7 10.1 Covenant of Owner. Each Owner of a Separate Interest within the Development,
8 by acceptance of a deed or other conveyance thereof, whether or not it shall be
9 so expressed in such deed or conveyance, shall be deemed to have covenanted
10 and agreed to pay to the Association all: (i) Regular Assessments, (ii) Special
11 Assessments, (iii) Reimbursement Assessments, and (iv) Enforcement
12 Assessments levied by the Association as hereinafter provided, together with all
13 Additional Charges.
14

15 10.1.1 Association's Power to Collect. Such deed or conveyance shall be
16 deemed to vest in the Association the right and power to initiate all
17 actions and procedures as the Board shall deem necessary or
18 appropriate for the collection of such Assessments and Additional
19 Charges and for the enforcement of the liens hereinafter provided for.
20 If the Separate Interest is owned by an entity, such as a corporation, a
21 limited liability company, a partnership, or other entity, the assessment
22 levied by the Association pursuant to this Declaration, together with all
23 Additional Charges, shall be a personal debt and obligation of each
24 principal, partner, managing member, member or officer of such entity
25 and shall bind his or her heirs, devisees, personal representatives,
26 successors, and assigns. Upon taking title to a Separate Interest, the
27 entity-Owner shall notify the Association in writing of the name(s) and
28 provide contact information for each such owner, principal, partner,
29 managing member, or officer, whichever the case may be.
30

31 10.1.2 Assessments Are a Personal Obligation. Assessments levied by the
32 Association pursuant to this Declaration, together with all Additional
33 Charges, shall be a personal debt and obligation of the Owner against
34 whom they are assessed, and shall bind his or her heirs, devisees,
35 personal representatives, successors, and assigns.
36

37 10.1.3 Obligation Runs with the Land. The obligation to pay Assessments
38 and Additional Charges and the right and power of the Association to
39 initiate all actions and procedures for collection shall run with the land,
40 so that each successive Owner or Owners of any Separate Interest
41 shall, in turn, become liable to pay all such Assessments and
42 Additional Charges assessed that become due and payable during the
43 time he or she is Owner of such Separate Interest.
44

1 10.1.4 Owner's Liability After Transfer. After an Owner transfers of record his
2 or her interest in any Separate Interest, he or she shall not be liable for
3 any Assessments levied thereafter with respect to such Separate
4 Interest. Such Owner shall remain personally liable, however, for all
5 unpaid amounts due and owing at the time of transfer, together with
6 Additional Charges accruing until time of collection. No assumption of
7 personal liability by a successor Owner shall relieve any Owner from
8 personal liability for delinquent Assessments. A Contract Seller of any
9 Separate Interest shall continue to be liable for all Assessments and
10 Additional Charges until a conveyance by deed of such Separate
11 Interest is recorded in the Office of the County Recorder.
12

13 10.2 Creation of Lien. Each Assessment levied by the Association pursuant to this
14 Declaration, together with all Additional Charges, shall be a charge upon the land
15 and upon levy shall be secured by a continuing lien upon the property against
16 which such Assessment is levied. The Association shall have a separate lien
17 and a separate lien is hereby created upon each Separate Interest to secure the
18 payment of any such Assessments and Additional Charges as may be levied
19 under this Declaration.
20

21 10.2.1 Lien Is Continuing. The lien provided for herein shall continue to
22 secure all Assessments and Additional Charges levied upon any
23 Separate Interest notwithstanding the transfer of record title to such
24 Separate Interest, and any such transfer shall be subject to the
25 Association's lien, provided that, prior to such transfer, a Notice of
26 Delinquent Assessment has been recorded as provided in the
27 Declaration and by law.
28

29 10.2.2 Priority of Association's Assessment Liens. The priority of all such
30 liens on each Separate Interest shall be in inverse order so that upon
31 the foreclosure of the lien for any particular charge on any Separate
32 Interest, any sale of such Separate Interest pursuant to foreclosure of
33 the lien will be made subject to all liens securing Assessments and
34 Additional Charges on such Separate Interest that become due and
35 payable subsequent to the lien being foreclosed upon.
36

37 10.3 Purpose of Assessments. The Assessments levied by the Board shall be used
38 exclusively to pay for the costs of management and operation of the
39 Development, of conducting the business and affairs of the Association, to
40 promote the recreation, health, safety, welfare, benefit, and interests of the
41 Owners and Residents in the Development, and for the improvement and
42 maintenance, repair, and replacement of the Common Area and, to the extent
43 provided for in the Governing Documents or by law, of the Separate Interests
44 situated within the Development or which, in the opinion of the Board, shall be
45 deemed to be necessary or proper for the management of the Development or of

1 the affairs of the Association, or the benefit of the Owners, or for the enforcement
2 of the Governing Documents.

3
4 10.4 Funds to Be Held in Association Name. Unless otherwise determined by the
5 Board, the Association shall maintain at least two (2) separate accounts in one
6 (1) or more banks or other depositories selected by the Board, which accounts
7 shall be clearly designated Tahoe Donner Association operating account and
8 Tahoe Donner reserve account. The Assessments collected by the Association
9 shall be properly deposited into such accounts. Withdrawal of funds from
10 Association accounts shall be subject to the requirements of **Section 10.4 of the**
11 **Bylaws** (“Checks, Drafts, and Evidences of Indebtedness”).
12

13 10.5 Funds Held in Trust for Owners. The Assessments collected by the Association
14 shall be held in trust by the Association for and on behalf of each Owner. Upon
15 sale or transfer of any Separate Interest by any Owner, the Owner’s interest in
16 the funds held in trust by the Association shall terminate and shall be deemed
17 automatically transferred to the successor-transferee of such Owner.
18

19 10.6 Authority of the Board to Levy Assessments. The Board shall have the power
20 and the duty to levy Regular Assessments and Special Assessments sufficient to
21 meet the Association’s obligations under the Governing Documents and
22 applicable law.
23

24 10.7 Regular Assessment.
25

26 10.7.1 Calculation of Estimated Requirement. Prior to the beginning of each
27 fiscal year, the Board shall estimate the net funds required by the
28 Association for such fiscal year to manage, administer, operate, and
29 maintain the Development; to conduct the affairs of the Association;
30 and to perform all of the Association’s duties in accordance with the
31 Governing Documents, including a reasonable amount allocated to
32 contingencies and to a reserve fund for restoration, repair, and/or
33 replacement of those components for which the Association is
34 responsible and which must be repaired or replaced on a periodic
35 basis. The amount of estimated required funds shall constitute the
36 Regular Assessment.
37

38 10.7.2 Allocation of Regular Assessment. The Board shall allocate and
39 assess the Regular Assessment equally among the Separate Interests
40 by dividing the amount by the number of Separate Interests within the
41 Development. Owners of multiple Separate Interests that have been
42 used as a single homesite or Unit that have been legally merged to
43 create a single homesite or Unit shall be responsible for payment of
44 Regular Assessments on each of the original Separate Interests on the
45 same basis as if the Separate Interests were not used as a single

1 homesite or Unit or were not merged. When an undeveloped
2 Condominium Lot is develop with Units, each Unit shall be a Separate
3 Interest and each Owner of a Unit shall be obligated to pay an equal
4 share of the Regular Assessment.
5

6 10.7.3 Payment of Regular Assessment. Unless the Board shall designate
7 otherwise, Regular Assessments shall be levied on an annual basis
8 and shall be paid in one (1) installment which shall be due on the first
9 (1st) day of January; *provided, however*, that the Board may allow for
10 the payment of annual assessments in equal installments.
11

12 10.7.4 Notice of Regular Assessment. Not less than thirty (30) days and not
13 more than ninety (90) days prior to the beginning of each fiscal year,
14 the Board shall send to each Owner a notice of the amount of the
15 Regular Assessment allocated to his or her Separate Interest, except
16 that if there is an increase in the Regular Assessment over the
17 previous year, in compliance with *Civil Code* section 5615, the notice
18 shall be provided to the Owner by Individual Delivery not less than
19 thirty (30) days and not more than sixty (60) days before the due date
20 of the increased Regular Assessment.
21

22 10.7.5 Permitted Increase in Regular Assessment. Pursuant to *Civil Code*
23 section 5605(b), except as otherwise provided by law, the Board shall
24 not increase the Regular Assessment for any fiscal year above the
25 amount of the Regular Assessment for the preceding fiscal year by
26 more than twenty percent (20%) (or such other limitation on the
27 increase as may be imposed by law), except upon the affirmative vote
28 of a majority of Members voting on any such increase in the Regular
29 Assessment, provided that a quorum is established. For purposes of
30 the preceding sentence and to the extent required pursuant to *Civil*
31 *Code* section 5605(c), a quorum shall mean more than fifty percent
32 (50%) of the Members of the Association, notwithstanding any lower
33 quorum requirement which may be set forth in the Bylaws.
34

35 10.7.6 Revised Regular Assessment. Subject to the provisions of Section
36 10.7.5 ("Permitted Increase in Regular Assessment") or as otherwise
37 permitted by law, if at any time during the course of any year, the
38 Board determines the amount of the Regular Assessment to be
39 inadequate, by reason of a revision of its estimate of either expenses
40 or income or otherwise, the Board shall have the right, at a regular or
41 special meeting of the Board, to revise the Regular Assessment for the
42 balance of the fiscal year. To the extent required by *Civil Code* section
43 5615, notice of any such increase shall be given to the Members by
44 Individual Delivery and such revised Regular Assessment shall
45 become effective on the first day of the next month that is at least thirty

1 (30) days and not more than sixty (60) days after the date of such
2 notice.

3
4 10.7.7 Failure to Fix Regular Assessment. The failure or omission by the
5 Board to fix or levy any Regular Assessment before the expiration of
6 any fiscal year, for that fiscal year or the next fiscal year, shall not be
7 deemed either a waiver or a modification in any respect of the
8 provisions of this Declaration, or a release of any Owner from the
9 obligation to pay Assessments or any installment thereof for that or any
10 subsequent year, but the amount of the Regular Assessment fixed for
11 the preceding fiscal year shall be the amount of the Regular
12 Assessment for the ensuing fiscal year until a new Regular
13 Assessment is levied.

14
15 10.8 Special Assessments.

16
17 10.8.1 Purpose of Special Assessments. If at any time during any fiscal year
18 the Regular Assessment proves inadequate for any reason, including
19 nonpayment of any Owner's share thereof or the unexpected repair,
20 replacement, or reconstruction of improvements located in the
21 Development, or if funds are otherwise required for any authorized
22 activity of the Association, the Board may levy a Special Assessment
23 in the amount of such actual or estimated inadequacy or cost.

24
25 10.8.2 Permitted Amount of Special Assessments. Except in the case of an
26 emergency situation as defined in *Civil Code* section 5610, in any fiscal
27 year the Board may not levy Special Assessments which, in the
28 aggregate, exceed five percent (5%) of the budgeted gross expenses
29 of the Association for that fiscal year (or such other limitation on the
30 amount as may be imposed by law), except upon the affirmative vote
31 of a majority of the Members voting on any such Special Assessment,
32 provided that a quorum is established. For purposes of the preceding
33 sentence and to the extent required pursuant to *Civil Code* section
34 5605(c), a quorum shall mean more than fifty percent (50%) of the
35 Members of the Association, notwithstanding any lower quorum
36 requirement which may be set forth in the Bylaws.

37
38 10.8.3 Allocation of Special Assessments. Special Assessments shall be
39 allocated and assessed among the Separate Interests in the same
40 manner as Regular Assessments.

41
42 10.8.4 Notice of Special Assessment. Upon the imposition of a Special
43 Assessment or an increase in a Special Assessment, in compliance
44 with *Civil Code* section 5615 notice thereof shall be given to each
45 Owner by Individual Delivery, not less than thirty (30) days and not

1 more than sixty (60) days prior to the due date of the Special
2 Assessment.

3
4 10.9 Development Fund Special Assessments.

5
6 10.9.1 Purpose of Development Fund Special Assessments. If at any time
7 the Board shall propose to undertake a capital improvement project to
8 add Common Area and/or Common Area Facilities to the
9 Development, the Board may levy a Development Fund Special
10 Assessment in such amount the board shall determine, in its sole
11 discretion shall be required to fund the costs and expenses of the
12 proposed capital improvement project.

13
14 10.9.2 Member Approval Required for a Development Fund Special
15 Assessment. In any fiscal year the Board may levy a Development
16 Fund Special Assessment for funding the costs and expenses of a
17 capital improvement project without a Member vote, so long as the
18 Development Fund Special Assessment, in the aggregate does not
19 exceed five percent (5%) of the budgeted gross expenses of the
20 Association for that fiscal year. And, upon the affirmative vote of a
21 majority of the Members voting on any such Development Fund
22 Special Assessment, provided that a quorum is established, the Board
23 may levy a Development Fund Special Assessment which in the
24 aggregate is in excess of five percent (5%) of the budgeted gross
25 expenses of the Association for that fiscal year. For purposes of the
26 preceding sentence and to the extent required pursuant to *Civil Code*
27 section 5605(c), a quorum shall mean more than fifty percent (50%) of
28 the Members of the Association, notwithstanding any lower quorum
29 requirement which may be set forth in the Bylaws.

30
31 10.9.3 Allocation of Development Fund Special Assessments. Development
32 Fund Special Assessments shall be allocated and assessed among
33 the Separate Interests in the same manner as Regular Assessments.

34
35 10.9.4 Notice of Development Fund Special Assessment. Upon the
36 imposition of a Development Fund Special Assessment notice thereof
37 shall be given to each Owner by Individual Delivery, not less than thirty
38 (30) days and not more than sixty (60) days prior to the due date of the
39 Development Fund Special Assessment.

40
41 10.9.5 Payment of Development Fund Special Assessments; Cost of
42 Payment Plans. Development Fund Special Assessments shall be
43 payable in a lump sum or in installments as may be determined by the
44 Board with regard to each Development Fund Special Assessment
45 when it is imposed. If the Association incurs additional expenses

1 because of a payment method selected by an Owner (for example, but
2 not limited to, paying a Development Fund Special Assessment in
3 installments instead of in a lump sum), the Association may charge
4 such expense to the Owner as an Additional Charge or as a
5 Reimbursement Assessment. Nothing in this **Section 10.8** shall be
6 deemed to obligate the Association to offer or permit alternate payment
7 plans.

8
9 **10.10 Reimbursement Assessments.** The Board, after notice and a hearing as
10 provided for in **Section 14.11** (“Notices: Content, Delivery”) and **Section 14.12**
11 (“Hearing Called by the Board; Executive Session; Open Meeting”), may levy a
12 Reimbursement Assessment against an Owner and his or her Separate Interest:
13

- 14 (a) To reimburse the Association for costs incurred to maintain, repair, or
15 replace property (including property within a Separate Interest) when such
16 damage is due to the act or neglect of such Owner, his or her Contract
17 Purchaser, or member of his or her household, pet, tenant, invitee, or
18 guest, or as otherwise provided in the Governing Documents;
19
20 (b) If the failure of such Owner, his or her Contract Purchaser, or member of
21 his or her household, pet, tenant, invitee, or guest to comply with any
22 provision of the Governing Documents has necessitated or resulted in an
23 expenditure of funds by the Association to deal with such lack of
24 compliance or to bring such person or the Separate Interest into
25 compliance;
26
27 (c) To reimburse the Association for any costs of collecting from an Owner
28 any amount the Owner is obligated to pay the Association.
29

30 Without limiting the generality of the foregoing, and to the fullest extent
31 permitted by law, all costs including attorney fees, incurred by the
32 Association to enforce **Section 6.11** (“Restriction on Businesses
33 Conducted Within a Separate Interest”), **Section 6.10** (“Animals”), **Section**
34 **6.15.3** (“Indemnification Regarding Tenants’ Actions”), and **Section 14.6**
35 (“Injunctions”), or to defend any claim arising or alleged to arise from any
36 of the foregoing sections, shall be reimbursed to the Association as a
37 Reimbursement Assessment. Any Reimbursement Assessment shall be
38 due and payable to the Association when levied.
39

40 **10.11 Enforcement Assessments.** Subject to the requirements set forth in **Section 14.8**
41 (“Imposing Sanctions”), the Board may levy an Enforcement Assessment (and
42 any fine or monetary penalty imposed by the Board in accordance with the
43 provisions of the Governing Documents shall be deemed to be such an
44 Enforcement Assessment), for violation of any of the provisions of the Governing

1 Documents. Any Enforcement Assessment shall be due and payable to the
2 Association when levied.

3
4 10.12 No Offsets. All Assessments levied by the Board shall be payable in the full
5 amount specified, including any Additional Charges imposed as provided by the
6 terms of this Declaration, and no offsets against any such amounts shall be
7 permitted for any reason whatsoever, including without limitation a claim that the
8 Association has failed to properly exercise its duties of maintenance or
9 enforcement.

10
11 10.13 Bad Checks. An Owner who writes a check to the Association on insufficient
12 funds shall be charged a service fee in the amount permitted by *Civil Code*
13 section 1719 and may be liable for damages to the Association in an amount
14 equal to three (3) times the amount of the bad check, as provided by statute.

15
16 10.14 Delinquent Assessments; Acceleration in the Event of Delinquency. Any
17 installment or other portion of an Assessment not received within fifteen (15)
18 days after its due date shall be delinquent and, to the fullest extent permitted by
19 law including *Civil Code* section 5650(b), shall be subject to a late charge and,
20 thirty (30) days after the due date, interest not to exceed the maximum rate
21 permitted by law, as well as all other Additional Charges. If any monthly
22 installment of the Regular Assessment or any installment of a Special
23 Assessment that has been levied and is permitted to be paid on an installment
24 basis is delinquent for a period of sixty (60) days, the Association may, but shall
25 not be obligated to, declare the entire balance of the Regular Assessment or the
26 Special Assessment immediately due and payable together with all other
27 delinquent amounts.

28
29 10.15 Enforcement by Action at Law or Foreclosure. The Board, on behalf of the
30 Association, may enforce the payment of any delinquent Assessment plus
31 Additional Charges by bringing an action at law against any Owner personally
32 obligated to pay the same, or by foreclosing the lien against the Owner's
33 Separate Interest by judicial or non-judicial foreclosure, to the fullest extent
34 permitted by law. To the extent prohibited by *Civil Code* section 5725(b), the
35 amount of an Enforcement Assessment may not become a lien that is
36 enforceable by non-judicial foreclosure.

37
38 10.15.1 Pre-lien Notice. At least thirty (30) days prior to recording a Notice of
39 Delinquent Assessment against a Separate Interest to collect a debt
40 that is past due, the Association shall provide written notice to the
41 Owner(s) of the Separate Interest, as required by *Civil Code* section
42 5660 ("Pre-lien Notice").

43
44 10.15.2 Prior to Recording a Lien. Prior to recording a Notice of Delinquent
45 Assessment, the Association shall comply with all applicable

1 requirements imposed by law, including offering to participate in
2 internal dispute resolution (Section 14.16 of this Declaration) or
3 Alternative Dispute Resolution (Section 14.17 of this Declaration) to
4 the extent required pursuant to *Civil Code* section 5670 and making
5 the decision to record a lien for delinquent Assessments at an open
6 meeting of the Board, to the extent required pursuant to *Civil Code*
7 section 5673.

8
9 10.15.3 Owner's Right to Discuss Payment Plan. To the extent provided in
10 *Civil Code* section 5665, an Owner may submit to the Board a written
11 request to discuss a payment plan for a debt noticed in a Pre-lien
12 Notice. If the Owner's written request is mailed to the Board (as
13 evidenced by a postmark or receipt of mailing) within fifteen (15) days
14 after the postmark on the Pre-lien Notice, the Board shall meet with the
15 Owner within forty-five (45) days of the postmark date of the Owner's
16 written request, unless there is not a regularly scheduled Board
17 meeting within the period, in which case the Board, in its discretion,
18 may hold a special meeting in executive session to meet with the
19 Owner or may designate a committee of one (1) or more Board
20 members to meet with the Owner.

21
22 10.15.4 Notice of Delinquent Assessment. The amount of the past due debt
23 noticed in the Pre-lien Notice shall be a lien from and after the
24 recording of a Notice of Delinquent Assessment. No later than ten (10)
25 days after recordation, a copy of the Notice of Delinquent Assessment
26 shall be mailed by certified mail in compliance with *Civil Code* section
27 5675 to every person whose name is shown as an Owner of the
28 Separate Interest in the Association records or in such manner and to
29 such persons as may be required by applicable law.

30
31 10.15.5 Delinquent Assessments of Less Than \$1,800. To the extent provided
32 in *Civil Code* section 5720(b), delinquent Assessments totaling less
33 than One Thousand Eight Hundred Dollars (\$1,800) that are less than
34 twelve (12) months delinquent may not be collected by judicial or non-
35 judicial foreclosure, but may be collected in any other manner provided
36 by law including a civil action in small claims court to the extent
37 provided in *Civil Code* section 5720(b)(1) or recording a lien as
38 provided in *Civil Code* section 5720(b)(2). Prior to recording such a
39 lien, the Association shall offer to participate in internal dispute
40 resolution (Section 14.16 of this Declaration) to the extent required by
41 *Civil Code* section 5720(b)(2).

42
43 10.15.6 Initiating Foreclosure. As provided in *Civil Code* section 5700(a), no
44 procedures shall be initiated to foreclose the lien securing any noticed
45 past due debt under this Article 10 until after the expiration of thirty (30)

1 days following the recording of a Notice of Delinquent Assessment. To
2 the extent required pursuant to *Civil Code* section 5705(b), the
3 Association shall offer to participate in internal dispute resolution
4 (Section 14.16 of this Declaration) or Alternative Dispute Resolution
5 (Section 14.17 of this Declaration). To the extent required by *Civil*
6 *Code* section 5705(c), a decision to initiate foreclosure shall be made
7 only by the Board in an executive session meeting.
8

9 10.15.7 Amount Due and Payable. Except with respect to the amount of any
10 Enforcement Assessment, upon the recording of the Notice of
11 Delinquent Assessment referred to above, the Association may, at its
12 option, declare the entire balance of all sums then due or to become
13 due from the Owner, immediately due and payable, which total sum
14 may then be included in any suit, action, or other procedure initiated to
15 collect said sums, including all Additional Charges.
16

17 10.15.8 Notice of Initiating Foreclosure. To the extent required pursuant to
18 *Civil Code* section 5705(d), the Association shall provide written Notice
19 of Initiating Foreclosure to the record Owner of the Separate Interest,
20 including notice by personal service to any resident Owner.
21

22 10.16 Power of Sale. Each Owner does hereby appoint the Association as trustee to
23 enforce and to foreclose any lien which is established pursuant to the terms of
24 this Declaration, by private power of sale, as provided in Division III, Part 4, Title
25 14, Chapter 2, Article 1, (Section 2920 and following) of the *Civil Code* of the
26 State of California, and does further grant to the Board of Directors, on behalf of
27 the Association, the authority and power to sell the Separate Interest of such
28 Owner in the event of any default in payment of any Assessments or Additional
29 Charges levied against such Separate Interest, for lawful money of the United
30 States, to the highest bidder, to satisfy said lien. The Association, as trustee for
31 the remaining Owners, or any other Owner, may purchase the Separate Interest
32 at said sale.
33

34 10.17 Right of Redemption. To the extent provided pursuant to *Civil Code* section
35 5715(b), a non-judicial foreclosure to collect delinquent Assessments shall be
36 subject to a right of redemption.
37

38 10.18 Remedies Are Cumulative. The Board may commence any procedure for the
39 collection of delinquent Assessments upon its own decision. The remedies
40 provided in this Declaration for collection of delinquent Assessments shall be
41 cumulative and not exclusive; that is, the Association may use one (1) or more or
42 all of the available remedies to collect delinquent Assessments to the fullest
43 extent permitted by law.
44

1 10.19 Partial Payments. The Association's acceptance of a partial payment, whether
2 voluntary or involuntary, shall not prevent the Association from pursuing any or
3 all of its available collection remedies.
4

5 10.20 Certificate of Satisfaction and Release of Lien. Upon payment in full of a
6 delinquent Assessment, including any Additional Charges, or the satisfaction
7 thereof, the Board shall cause to be recorded, in the same manner as the Notice
8 of Delinquent Assessment, a further certificate stating the satisfaction thereof and
9 the release of the lien.
10

11 10.21 Subordination to Lien of First Mortgage. Except as otherwise expressly provided
12 by law, the lien securing each of the Assessments provided for under this
13 Declaration shall have priority as of the date of recordation of the Notice of
14 Delinquent Assessment, as provided in Section 10.15.4, over all other liens and
15 encumbrances applicable to the Separate Interests; *provided, however*, that such
16 Assessment lien shall be subordinate to the lien of any First Mortgage recorded
17 against the Separate Interest prior to the date the Notice of Delinquent
18 Assessment was recorded; and *provided, further*, that such subordination shall
19 apply only to the Assessments which have become due and payable prior to the
20 sale of such property pursuant to a decree of foreclosure of any such First
21 Mortgage, or pursuant to a power of sale contained in any such First Mortgage.
22 Such foreclosure sale shall not relieve such property from liability for any
23 Assessments and Additional Charges becoming due after the sale of such
24 property pursuant to a decree of foreclosure of any such First Mortgage, or
25 pursuant to a power of sale contained in any such First Mortgage, nor from the
26 lien of any subsequent Assessment, including Assessments levied against all
27 Separate Interests proportionately to compensate for the unpaid Assessments
28 and Additional Charges, which shall constitute a lien upon the purchased
29 Separate Interest in accordance with this Article 10.
30

31 10.22 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby
32 waive, to the extent of any liens created pursuant to this Declaration, the benefit
33 of any homestead or exemption laws of the State of California in effect at the
34 time any Assessment or installment thereof becomes delinquent or any lien is
35 imposed pursuant to the terms of this Declaration.
36

37 10.23 Property Exempt from Assessments. The following property subject to this
38 Declaration shall be exempt from the Assessments, Additional Charges, and
39 liens created herein:
40

- 41 (a) All property dedicated to and accepted by the City or County or other local
42 public authority and devoted to public use;
- 43
- 44 (b) Any Separate Interest which is owned by the Association as a result of the
45 Association having acquired such Separate Interest through foreclosure;

1 provided, however, that such exemption shall apply only during the period
2 in which the Association is record owner of such Separate Interest;

- 3
4 (c) All Common Area; and
5
6 (d) All Other Association Property.
7

8
9 **ARTICLE 11 MAINTENANCE OF PROPERTY**
10

11 11.1 Association's Responsibility for Common Area Generally. The Association has
12 the exclusive right and responsibility to provide maintenance, repair, upkeep, and
13 replacement of the Common Area and Common Facilities and improvements,
14 and landscaping thereon, and Other Association Property, and any other real
15 and/or personal property that may be acquired by the Association, keeping such
16 property in good condition and repair. Without limiting the generality of the
17 foregoing:

18
19 11.1.1 Landscaping; Janitorial; Painting. The Association shall specifically be
20 responsible for providing lighting, landscaping, gardening (including
21 periodic replacement, as the Board deems necessary, of trees, shrubs,
22 and other plants upon the Common Area), and janitorial services for
23 the Common Area, as needed, and shall cause any and all other acts
24 to be done which may be necessary to assure the maintenance of the
25 Common Area in good condition and repair, including painting of the
26 exterior surfaces of Common Area building(s) and such other portions
27 of the Common Area as the Board, in its discretion, determines to be
28 necessary.

29
30 11.1.2 Snow Removal. The Association shall be responsible for providing
31 snow removal for the Common Area as necessary in the discretion of
32 the Board.

33
34 11.1.3 Common Area Utilities and Services; Utility Laterals. The Association
35 shall procure and pay for water, sewage, garbage, electrical, gas,
36 telephone, fiberoptics, cable, and other service for the Common Area.
37 The Association shall pay all charges for utilities supplied to the
38 Development except those metered or charged separately to the Lots.
39 The Association shall maintain all utility installations located in the
40 Common Area *except for* (i) those installations maintained by utility
41 companies, public, private, or municipal and (ii) utility lateral lines that
42 serve a single Lot exclusively, no matter where located, which are the
43 responsibility of the Lot Owner.
44

1 11.1.4 Drainage Systems. Except for those installations maintained by a
2 public, private, or municipal entity, the Association shall be responsible
3 for maintenance, repair, and replacement of drainage installations and
4 facilities, and for culverts and canals designed to collect storm runoff
5 and all natural drainage courses within the Common Area.
6

7 11.1.5 Employees or Independent Contractors. The Association may perform
8 its obligations and provide such services as the Board shall determine
9 through employees of the Association or through independent
10 contractors. In either case, Residents or Owners shall not interfere
11 with or attempt to instruct any of such persons in the performance of
12 their duties.
13

14 11.2 Owner's Responsibility for Maintenance of Units. Each Owner shall be
15 responsible for the maintenance, repair, and replacement of his or her
16 Condominium as may be required in a Supplemental Declaration with respect to
17 a Condominium Project.
18

19 11.3 Owner's Responsibility for Maintenance of Lots. Each Owner shall be
20 responsible for the maintenance, repair, and replacement of his or her Lot, and
21 any and all improvements, structures, outbuildings, fences, gates, driveways,
22 patio, paving, walkways, pathways, lighting, and landscaping thereon, keeping
23 the same in a clean, sanitary, workable, and attractive condition. Without limiting
24 the generality of the foregoing:
25

26 11.3.1 Utility Laterals and Lines. Each Owner shall be responsible for the
27 maintenance, repair and replacement of utility laterals and utility lines
28 that serve the Owner's Lot exclusively, even if all or a portion of such
29 lateral or line is situated in the Common Area.
30

31 11.3.2 Landscaping. Subject to the restrictions on tree removal at Section 6.9
32 ("Tree Removal"), each Owner shall be responsible for the
33 maintenance, repair and replacement of the landscaping within the Lot,
34 keeping the same in a neat, clean, and attractive condition.
35 Landscaping must be maintained in such a manner as to not become a
36 fire hazard or to be unsightly.
37

38 11.3.3 Drainage. Each Owner shall be responsible for the maintenance,
39 repair, and replacement of drainage facilities located upon the Lot.
40 Each Owner shall keep any drainage facilities, culverts, ditches or
41 swales (whether natural or manmade) free and clear of obstructions
42 and in good working condition at all times. No Owner shall alter or
43 obstruct a natural drainage course or materially add to the natural
44 water volume of such drainage course without making adequate
45 provisions with respect to neighboring Lots and Common Area. As

1 provided for in **Section 9.2.5** ("Drainage Patterns"), alterations,
2 obstructions, or additions to natural or other drainage facilities upon a
3 Lot is subject to prior architectural approval.
4

5 11.3.4 Slope Control. Except for those installations maintained by a public,
6 private, or municipal entity, each Owner shall be responsible for the
7 maintenance, repair, and replacement of slope control areas of the Lot
8 and all slope control improvements thereon.
9

10 11.3.5 Compliance with Architectural Provisions. An Owner's right and
11 responsibility for maintaining, repairing, or replacing any portions of his
12 or her Lot shall be subject to any applicable provisions of the
13 Governing Documents relating to landscaping and architectural control,
14 including **Article 9** ("Architectural Approval").
15

16 11.4 Owner's Cooperation. Each Owner and Resident shall cooperate with the Board
17 and its agents in the performance of maintenance, repair, or replacement by the
18 Association of any portion of Common Area.
19

20 11.5 Wood Destroying Organisms. As provided in *Civil Code* section 4780(b), each
21 Owner is responsible for and shall perform maintenance and repair of his or her
22 Lot and Dwelling occasioned by the presence of wood destroying pests or
23 organisms, including mold, decay, dry rot, Bark Beetles, and termites. Without
24 limiting the generality of the foregoing, every Owner and Resident shall be
25 responsible for taking reasonable measures to prevent conditions that may cause
26 such damage, including but not limited to use of proper spacers under planters
27 and other objects that may trap moisture, stacking of firewood on racks, and
28 prompt removal of leaves, dirt, and other debris and may be liable to the
29 Association for the cost of maintenance, repair, or replacement due to damage
30 as provided in **Section 11.10** ("Owner's Liability to Association for Negligent
31 Damage").
32

33 11.6 Authority for Entry of Lot. The Association or its agents shall have the right to
34 enter any Lot whenever such entry is necessary, in the Board's discretion, for
35 purposes of inspection to (1) ensure compliance with the use restrictions of this
36 Declaration, (ii) to ensure compliance with the Architectural Rules, and (iii) to
37 perform maintenance, repair or replacement that the Association is required to
38 perform as a result of an Owner's failure to perform such maintenance, repair or
39 replacement. Such entry shall be made with as little inconvenience to the
40 Residents as practicable and only upon reasonable advance written notice of not
41 less than ten (10) days, except that in emergency situations notice shall be given
42 as the situation reasonably permits.
43

44 11.7 Acceptance of Condition of Lot. Each Owner, by acceptance of a deed to a Lot,
45 accepts responsibility for the condition of the Lot including but not limited to

1 existing defects, unresolved architectural violations of any predecessor Owner,
2 and failure of a predecessor Owner to perform maintenance, repairs, or
3 replacement upon the Lot or any encroachments upon the Common Area that
4 are the responsibility of the Lot Owners, and the Association shall be entitled to
5 exercise all of its enforcement powers with respect to the obligations of Lot
6 Owner in connection with such conditions, whether or not such conditions were
7 disclosed to the Owner.
8

9 11.8 Board's Discretion to Require Maintenance. The Board shall have the discretion
10 to determine whether any maintenance, repair, or replacement that is the
11 responsibility of an Owner is necessary to preserve the appearance and value of
12 the property within the Development or any portion thereof and may notify an
13 Owner of the work the Board deems necessary. In the event an Owner fails to
14 perform such work within sixty (60) days after notification by the Board to the
15 Owner, the Board may, after written notice to the Owner and the right of a
16 hearing before the Board pursuant to Section 14.12 ("Hearing Called by the
17 Board; Executive Session; Open Meeting"), cause such work to be done and
18 charge the cost thereof to the Owner as a Reimbursement Assessment.
19

20 11.9 Limitation of Association's Liability. The Association shall not be responsible or
21 liable for damage to a Lot or any improvement thereon or contents thereof,
22 except to the extent arising from the willful misconduct or gross negligence of the
23 Association, its employees, contractors, or agents.
24

25 11.10 Owner's Liability to Association for Negligent Damage. In the event the need for
26 any maintenance, repair, or replacement performed by the Association is caused
27 by the willful or negligent act or omission of an Owner or a Resident, a member
28 of his or her household, pets, tenants, invitees, or guests, the cost of such
29 maintenance, repair, or replacement not covered by insurance, including any
30 applicable insurance deductible and the cost of materials, labor, supplies, and
31 services shall be charged to, and paid by, the Owner of the Lot in the form of a
32 Reimbursement Assessment.
33

34 **ARTICLE 12 INSURANCE**

35
36
37 12.1 Insurance Coverage to Be Maintained by Association. The Association shall
38 procure and maintain, as a common expense of all Owners, the types of
39 insurance described in Section 12.2 ("Common Area Hazard Insurance to Be
40 Maintained by Association"), Section 12.3 ("Earthquake Insurance"), Section 12.4
41 ("General Liability Insurance to Be Maintained by Association"), and Section 12.5
42 ("Other Insurance to Be Maintained by Association"), if and to the extent such
43 insurance, with the coverages described below, is available at a reasonable
44 premium cost.

1
2 12.2 Common Area Hazard Insurance to Be Maintained by Association. The
3 Association shall maintain a policy of fire and extended coverage insurance
4 covering all of the Common Area, the Common Facilities and the Other
5 Association Property and all furnishings, equipment, and personal property
6 owned by the Association or owned in common by all of the Owners, with limits
7 equal to one hundred percent (100%) of the full insurable replacement costs of
8 the Common Area improvements exclusive of land, foundation, excavations, and
9 other items normally excluded from coverage. The policy may contain a
10 reasonable deductible and the amount of the deductible shall be added to the
11 face amount of the policy in determining whether the insurance equals the
12 replacement cost.

13
14 12.2.1 Policy Endorsements. The policy may include such endorsements as
15 the Board, in its discretion, shall determine based on the character and
16 replacement cost of the Common Area, Common Facilities, and Other
17 Association Property improvements from time to time, such as:

- 18
19 (i) an increased cost of construction endorsement or a contingent
20 liability from operation of building laws and ordinances
21 endorsement or their equivalent with the following three (3)
22 coverages: (a) contingent liability, (b) demolition of the
23 undamaged part of the building, and (c) increased cost of
24 construction because of changes in codes;
25
26 (ii) coverage for costs of demolition;
27
28 (iii) glass coverage;
29
30 (iv) comprehensive equipment and machinery breakdown coverage
31 for all Common Area Facilities as defined in Section 1.10.2;
32
33 (v) windstorm, lightening, sprinkler leakage, for or water damage;
34
35 (vi) coverage for loss or damage as a result of theft, vandalism, or
36 malicious mischief;
37
38 (vii) a determinable cash adjustment clause or a similar clause to
39 permit cash settlement covering full value of the improvements
40 in case of total or partial destruction and a decision not to
41 rebuild;
42
43 (viii) coverage for demolition in the event of total or partial destruction
44 and a decision not to rebuild;
45

1 (ix) maintenance fees receivable coverage in case of damage to a
2 Parcel by a covered peril and the Board is unable, after
3 reasonable effort to collect assessments from the Owner of the
4 affected Parcel; and

5
6 (x) a no coinsurance or margin clause.
7

8 12.2.2 General Policy Provisions. Such policy shall:

9
10 (i) name the Master Association as the first-named insured and the
11 Owners or any of them, as additional insureds;

12 (ii) contain a standard Mortgagee clause;

13 (iii) provide a waiver of subrogation as to any and all claims against
14 the Master Association, its officers and directors, the manager,
15 and the Owners and a waiver of all defenses based upon acts of
16 the insureds or the existence of co-insurance; and
17

18 (iv) shall require that at least thirty (30) days' prior written notice be
19 given to the Master Association by the insurer before
20 cancellation except that in the case of cancellation for
21 nonpayment of premiums or for fraud the notice shall be given
22 no less than ten (10) days prior to the effective date of the
23 cancellation.
24
25
26

27 12.3 Earthquake Insurance. The Association may carry earthquake insurance for
28 some Common Facilities, such as the pool, with such coverage and deductibles
29 as the Board may from time to time determine; *provided, however*, that if a
30 Special Assessment in an amount requiring approval of the Members or an
31 increase in the Regular Assessment in an amount requiring approval of the
32 Members shall be required to fund the payment of the earthquake insurance
33 premiums, and the Members shall fail to approve such Special Assessment or
34 increase in the Regular Assessment, the Association shall not be obligated to
35 maintain or procure earthquake insurance.
36

37 12.4 Liability Insurance to Be Maintained by Association. The Association shall
38 maintain commercial general liability insurance insuring the Association, its
39 officers and directors, its manager, its employees, its committee members, its
40 agents, and the Owners against any liability incident to operation, management,
41 ownership, maintenance, and repair of the Common Area and to protect against
42 liability to the public or to any Owner incident to the use of, or resulting from
43 accidental or intentional act occurring in or about the Common Area, but
44 excluding the liability of an Owner incident to personal bodily injury and property
45 damage occurring within that Owner's Lot or in any other Lot or upon the

1 Common Area resulting from the negligence of that Owner. Limits of liability
2 shall be set by the Board but shall in no event be less than Three Million Dollars
3 (\$3,000,000).
4

5 12.4.1 Scope of Coverage. Such liability insurance policy shall insure against
6 personal injury, including medical payments, advertising injury, death,
7 or property damage occurring in, on or about any portion of the
8 Common Area and if available and at a reasonable cost as determined
9 by the Board shall include:

- 10 (i) water damage liability,
- 11 (ii) hired and non-owned vehicle coverage, theft and collision
12 coverage,
- 13 (iii) liability for property of others,
- 14 (iv) elevator liability coverage, if applicable,
- 15 (v) off-premises employee coverage, and
16 (vi) such other risks as are customarily covered in similar
17 developments.
18

19
20
21
22 12.4.2 Other Provisions. If available and at a reasonable cost as determined
23 by the Board, such liability insurance policy:
24

- 25 (i) shall contain a waiver of subrogation as to claims against the
26 Association, the Board members, the committee members, the
27 Owners and members of the Owner's family who reside with
28 such Owner, except in cases of arson or fraud;
- 29 (ii) shall contain a waiver of the defense of invalidity on account of
30 the conduct of any Owner over which the Board has "no
31 control;"
32
- 33 (iii) shall require that at least thirty (30) days' prior written notice be
34 given to the Association by the insurer before cancellation,
35 except that in the case of cancellation for nonpayment of
36 premiums or for fraud, the notice shall be given no less than ten
37 (10) days prior to the effective date of the cancellation;
- 38 (iv) shall provide that in no event shall the insurance be brought into
39 contribution with insurance purchased individually by Owners or
40 their Mortgagees;
41
42
43
44
45

- 1
2 (v) shall exclude policies obtained by the individual Owners from
3 consideration under any “other insurance” clause; and
4
5 (vi) shall contain a provision requiring the insurer to defend lawsuits
6 for which there is coverage under the policy even if the
7 allegations are fraudulent, but authorizing the insurer to make
8 such investigation and settlement of any claim or suit within the
9 policy limit as it deems expedient,
10
11 (vii) a standard ISO endorsement listing the Residential Owners as
12 insureds except for liability arising out of their own Units (ISO
13 CG 20 04 11 85) or its equivalent.
14

15 **12.5 Other Insurance to Be Maintained by Association.**

- 16
17 12.5.1 Directors’ and Officers’ Insurance. The Association shall maintain
18 directors’ and officers’ liability insurance for monetary and non-
19 monetary loss with limits to be set by the Board but in no event less
20 than One Million Dollars (\$1,000,000) or any higher applicable limit set
21 forth in *Civil Code* section 5800, and containing an insured vs. insured
22 endorsement to the extent commercially available and a waiver of
23 subrogation as to the Association, the officers, the directors, committee
24 members, the employees, and the agents and employees, or any of
25 them. Coverage for prior acts, to the extent obtainable, shall be
26 included.
27
28 12.5.2 Automobile Insurance. If the Master Association operates owned,
29 hired or non-owned vehicles for the Project, the Master Association
30 shall maintain comprehensive automobile liability insurance at a limit of
31 liability of not less than Five Hundred Thousand Dollars (\$500,000) for
32 combined bodily injury and property damage.
33
34 12.5.3 Workers’ Compensation Insurance. The Association shall maintain
35 workers’ compensation insurance to the extent necessary to comply
36 with any applicable laws and may carry such insurance at any time as
37 determined by the Board.
38
39 12.5.4 Fidelity Insurance. The Association shall maintain standard fidelity
40 insurance covering dishonest acts and employee theft on the part of
41 officers, directors, and committee members of the Association, the
42 manager, and any employees or volunteers who are responsible to
43 handle funds of the Association. Such insurance shall name the
44 Association as obligee, shall be written in an amount not less than
45 three (3) times the monthly Regular Assessments plus the amount of

1 reserve funds, and shall contain a waiver of any defense based on the
2 exclusion of persons serving without compensation.

3
4 12.5.5 Other Insurance. The Association may maintain at any time and from
5 time to time any other insurance, including but not limited to flood
6 insurance, coverage for business income and extra expenses, and for
7 maintenance fees receivable, and any other such and bonds as the
8 Board may from time to time deem necessary or desirable.

9
10 12.6 Insurance to Be Maintained by Owner. The insurance policies to be carried by
11 the Association pursuant to Section 12.1 (“Insurance Coverage to Be Maintained
12 by Association”) are not intended to cover the Lots or Units or the commercial
13 structures or residential Dwellings, or the condominium Units erected, installed
14 and maintained thereon, or liability of an Owner incident to ownership or use of
15 his or her Lot, Unit, structure or Dwelling, or liability incident to an Owner’s
16 negligence upon the Common Area and Common Facilities. In addition to any
17 insurance an Owner may be required to procure as set forth in a Supplemental
18 Declaration, each Owner shall be responsible for procuring and maintaining (i)
19 hazard insurance on the Owner’s Lot or Condominium and any structures and/or
20 Dwelling improvements, (ii) insurance against Owner liability incident to
21 ownership or use of the Owner’s Lot or Condominium, liability incident to an
22 Owner’s negligence upon the Common Area or Common Facilities, (iii) insurance
23 on the contents of the Dwelling, Unit, or commercial buildings and/or structures,
24 and (iv) such other insurance as the Owner shall determine is adequate to cover
25 such other risks as the Owner shall determine, including but not limited to loss of
26 business, loss of use, additional living expenses, loss of rental income or
27 business income, and loss assessment coverage. If an Owner fails to obtain any
28 insurance he or she is obligated or permitted to obtain pursuant to this
29 Declaration, nothing in this Declaration shall be construed to impose any
30 obligation whatsoever on the Association to insure that which the Owner does
31 not insure.

32
33 12.7 Insurance Proceeds. Proceeds of all insurance policies owned by the
34 Association shall be received by the Association and shall be deposited in the
35 operating account of the Association; *provided, however*, that whenever repair or
36 reconstruction is required, the proceeds of any insurance received by the
37 Association as a result of any loss shall be applied to such repair or
38 reconstruction except to the extent of any excess insurance proceeds as
39 provided in Section 13.2.4 (“Excess Insurance Proceeds”).

40
41 12.8 Responsibility for Payment of Deductible. Subject to the provisions of Section
42 11.10 (“Owner’s Liability to Association for Negligent Damage”), the amount of
43 the deductible under any insurance obtained by the Association shall be borne
44 solely by the Association. If an Owner is responsible for the payment of such
45 deductible, the failure or refusal of the Owner’s insurance carrier to pay or

1 reimburse the deductible shall not relieve the Owner of his or her responsibility
2 for the deductible.

3
4 12.9 Owner's Liability for Conditions Affecting Insurance. As provided in Section 5.1.3
5 ("Conditions Affecting Insurance"), the responsible Lot Owner shall be liable to
6 the Association if anything is done, placed, or kept within the Development that
7 increases the rate of insurance or results in the cancellation of insurance under
8 any insurance policy maintained by the Association.

9
10 12.10 Insurance Carriers. All insurance policies carried by the Association shall be
11 written by companies that are not prohibited from doing business in the State of
12 California.

13
14 12.11 Annual Review of Policies. The limits and coverage of all insurance policies
15 carried by the Association shall be reviewed at least annually by the Board and
16 increased or decreased in its discretion.

17
18 12.12 Coverage Not Available; Disclaimer. In the event any insurance policy or any
19 endorsement listed in in Section 12.2 ("Common Area Hazard Insurance to Be
20 Maintained by Association"), Section 12.3 ("Earthquake Insurance"), Section 12.4
21 ("General Liability Insurance to Be Maintained by Association"), and Section 12.5
22 ("Other Insurance to Be Maintained by Association"), is for any reason not
23 available, then the Association shall obtain such other or substitute policy or
24 endorsement as may be available which provides, as nearly as possible, the
25 coverage described above. The Association, and its directors and officers, shall
26 have no liability to any Lot Owner or Mortgagee if, after good faith effort, it is
27 unable to obtain or maintain the insurance required pursuant to Section 12.2,
28 Section 12.3, Section 12.4, and Section 12.5 because the insurance is no longer
29 available or, if available, can be obtained or maintained only at a cost that the
30 Board in its sole discretion determines is unreasonable under the circumstances,
31 or the Members fail to approve any Special Assessment or increase in the
32 Regular Assessment needed to fund the insurance premiums. In accordance
33 with *Civil Code* section 5810, as soon as reasonably practicable, the Association
34 shall notify the Members by Individual Notice if any of the policies described in
35 Section 7.5.8 of the Bylaws ("Summary of Association's Insurance Policies")
36 have lapsed or been canceled, and are not immediately renewed, restored, or
37 replaced, or if there is a significant change, such as a reduction in coverage or
38 limits or an increase in the deductible for any of those policies. If the Association
39 receives any notice of non-renewal of a policy described in Section 7.5.8 of the
40 Bylaws and replacement coverage will not be in effect by the date the existing
41 coverage will lapse, the Association shall immediately notify the Members by
42 Individual Notice.

43
44 12.13 Copies of Policies. Copies of all insurance policies (or certificates of insurance)
45 and paid invoices showing that premiums have been paid shall be retained by

1 the Association and shall be available for inspection by Owners at any
2 reasonable time.

3
4 12.14 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to
5 file all claims and to negotiate and agree on the value and extent of any loss
6 under any policy carried by the Association pursuant to **Section 12.2** (“Common
7 Area Hazard Insurance to Be Maintained by Association”), **Section 12.3**
8 (“Earthquake Insurance”), **Section 12.4** (“General Liability Insurance to Be
9 Maintained by Association”), and **Section 12.5** (“Other Insurance to Be
10 Maintained by Association”). The Board is granted full right and authority to
11 compromise and settle any claims or enforce any claim by legal action or
12 otherwise and to execute releases in favor of any insured.

13
14 12.15 Premiums. The premiums for any insurance obtained by the Association shall be
15 a common expense of the Association and shall be paid for out of the operating
16 fund of the Association.

17
18
19 **ARTICLE 13 DAMAGE OR DESTRUCTION; CONDEMNATION**

20
21 13.1 Emergency Repairs. Without waiting to obtain insurance settlements or bids, the
22 Board may undertake such emergency repair work after a casualty to the
23 Common Area or Common Area improvements as it may deem necessary or
24 desirable under the circumstances including but not limited to mitigating or
25 removing dangerous conditions and other actions that may be necessary to
26 comply with applicable laws, ordinances, and regulations; and the Board may
27 charge the operating account for the costs thereof.

28
29 13.2 Damage to Common Area. In the event of damage to or destruction of the
30 Common Area or other property of the Association or any part thereof, then the
31 following provisions shall apply:

32
33 13.2.1 Amount of Insurance Proceeds. The Board shall obtain a
34 determination of the amount of available insurance proceeds that will
35 be recovered from the Association’s insurance carrier(s).

36
37 13.2.2 Bids. The Board shall obtain such bids from responsible licensed
38 contractors as the Board deems appropriate to restore the damaged or
39 destroyed property to its condition immediately prior to such damage or
40 destruction (including compliance with current building code and
41 ordinance requirements and any modifications approved by the Board),
42 including provision for a completion bond.

1 13.2.3 Sufficient Proceeds. If the insurance proceeds paid to the Association
2 are sufficient to cover the costs of restoration, the Board shall contract
3 with such contractor as the Board in its discretions shall determine and
4 proceed to perform the restoration.
5

6 13.2.4 Excess Insurance Proceeds. Any excess insurance funds shall be
7 deposited in the operating account of the Association.
8

9 13.2.5 Insufficient Proceeds; Decision Not to Repair. If the insurance
10 proceeds, together with reserve funds, if any, allocated for replacement
11 of the damaged or destroyed improvement, are insufficient to cover the
12 costs of repair or replacement of the property damaged or destroyed,
13 the Association may levy a Special Assessment against the Members
14 of the Association up to the maximum amount permitted without a
15 Member approval vote as provided in Section 10.8.2 ("Permitted
16 Amount of Special Assessments") to cover the cost of the repair or
17 replacement not covered by the insurance proceeds. If the sum of
18 insurance proceeds, allocated reserve funds, and Special Assessment
19 funds equal less than eighty-five percent (85%) of the cost of repair or
20 replacement, the Members may elect not to cause such replacement
21 or repair by the vote of two-thirds (2/3) of the Total Voting Power of the
22 Association. In that event, the damaged Common Area shall be
23 cleared and landscaped; *provided, however*, that there shall exist in
24 such Common Area adequate vehicular and pedestrian rights-of-way
25 for Owners to ensure legal access to each Owner's Lot and the costs
26 thereof shall be paid from the insurance proceeds, any allocated
27 reserve funds and, if necessary, the other funds of the Association.
28 Any remaining insurance proceeds shall be used in the manner
29 determined by the Board, provided that such use shall not be
30 inconsistent with the purposes of the Association.
31

32 13.2.6 Alternative Repair Plan. If a decision not to rebuild is not approved
33 pursuant to Section 13.2.5 ("Insufficient Proceeds; Decision Not to
34 Repair"), the Board shall use such funds as are available to repair or
35 stabilize the damaged Common Area according to such alternative
36 plan as the Board shall deem appropriate under the circumstances.
37
38

1 13.3 Rebuilding or Repair of Improvements on a Lot.

2
3 13.3.1 Owner to Repair. If any Lot or any improvement on a Lot is damaged
4 or destroyed by fire or other casualty, the Owner(s) of such Lot shall
5 repair or rebuild the structures upon such Lot and restore such Lot to
6 its condition prior to the damage or destruction, or to such other
7 condition as shall have been approved in advance by the ASC
8 pursuant to Article 9 (“Architectural Approval”).

9
10 13.3.2 Commencement and Completion of Repair. Repair or rebuilding shall
11 be commenced and completed within the times specified in Section
12 9.17 (“Commencement of Approved Work”) and Section 9.18
13 (“Completion; Extension of Deadline”).

14
15 13.3.3 Insufficient Insurance Proceeds. In the event the insurance proceeds
16 are insufficient to complete such work, the Lot Owner shall pay such
17 additional sums as may be necessary to complete such rebuilding and
18 repair.

19
20 13.3.4 Destruction; Failure to Timely Repair. In the case of total or
21 substantially total destruction of a Dwelling, if restoration is not
22 commenced within one (1) year after the occurrence of the destruction,
23 the Board may require that the foundation and other installations be
24 removed and the Lot restored to a safe, orderly, and natural condition.
25 Nothing in the preceding sentence shall be deemed to limit the right of
26 the Association to otherwise enforce the obligation of an Owner to
27 restore or rebuild the damaged structures and restore the Lot as
28 provided in the first sentence of this Section 13.3.4.

29
30 13.4 Condemnation of Lots.

31
32 13.4.1 Total Condemnation of Lot. If an entire Dwelling or Lot, or so much
33 thereof as to render the remainder unfit for use as a Dwelling, is
34 condemned or taken for a public or quasi-public use pursuant to any
35 statute, by right of eminent domain, or by private purchase in lieu of
36 eminent domain, the Owner’s membership in the Association shall
37 terminate as of the last day of the month in which the condemner
38 obtains the right to possession, or upon Owner’s vacating the
39 premises, whichever occurs last.

40
41 13.4.2 Partial Condemnation of Lot. If only a portion of a Dwelling or Lot is
42 taken and the remainder is fit for use as a Dwelling, the Owner shall
43 continue to be a Member of the Association.
44

1 13.4.3 Rights of Association. In any condemnation action involving an
2 Owner's Dwelling or Lot, the Association shall have the right to seek
3 compensation for any damages incurred by the Association.
4

5 13.5 Revision of Documents. In the event of (i) a partial or complete condemnation of
6 the Common Area or the taking of all or a portion of the Common Area by right of
7 eminent domain or by private purchase in lieu of eminent domain, (ii)
8 condemnation or taking of one (1) or more Lots, or (iii) a decision by the
9 Association by affirmative act or failure to act, not to repair damaged Common
10 Area, the Association shall have the power and authority to resurvey the
11 remaining portion of the Development and to execute and record, on behalf of
12 itself and the individual Owners, all necessary documents to show the altered
13 status of the Development, including but not limited to a revised Subdivision Map
14 and an amended Declaration and readjustment of the percentages of undivided
15 interest of the remaining Owners in the Development, if applicable.
16
17

18 **ARTICLE 14 ENFORCEMENT; NOTICE; HEARINGS**
19

20 14.1 Violations As Nuisance. Every act or omission constituting or resulting in a
21 violation of any of the provisions of the Governing Documents shall be deemed to
22 constitute a nuisance and, in addition to any other remedies which may be
23 available, such nuisance may be abated or enjoined by the Association or its
24 Officers or Board of Directors or by any Owner; *provided, however,* that the
25 Board shall not be obligated to take action to abate or enjoin a particular violation
26 if, in the exercise of its discretion, the Board determines that acting to abate or
27 enjoin such violation is not likely to foster or protect the interests of the
28 Association and its Members as a whole.
29

30 14.2 Violation of Law Is a Violation of the Declaration. Any violation of a state,
31 municipal, or local law, ordinance or regulation pertaining to the ownership,
32 occupancy, or use of any property within the Development is hereby declared to
33 be a violation of this Declaration and subject to any and all of the enforcement
34 procedures set forth herein.
35

36 14.3 Owner's Responsibility for Conduct and Damages. Each Owner shall be fully
37 responsible for informing members of his or her household, Contract Purchasers,
38 tenants, invitees, and guests of the provisions of the Governing Documents, and
39 shall be fully responsible for the conduct, activities, and any Governing
40 Document violation of any of them, and for any damage to the Development or
41 the Association resulting from the negligent or intentional conduct of any of them
42 or the conduct of any pet belonging to any of them.
43

- 1 14.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the
2 Governing Documents through non-use of any Common Area facilities or by
3 abandonment of his or her Lot.
4
- 5 14.5 Enforcement Rights Are Cumulative. To the fullest extent permitted by law,
6 including *Civil Code* section 5975, the Association and any Owner shall have the
7 right to enforce any and all provisions of the Governing Documents by any
8 proceeding at law or in equity. Each remedy provided is cumulative and not
9 exclusive.
10
- 11 14.6 Injunctions. Except for the nonpayment of any Assessment levied pursuant to
12 the provisions of this Declaration, it is hereby declared that a remedy at law to
13 recover damages for a default in the performance of any of the terms and
14 provisions of any of the Governing Documents or for the breach or violation of
15 any such provisions is inadequate and that the failure of any Owner, Contract
16 Purchaser, member of his or her household, tenant, invitee, guest, or household
17 pets or any other occupant or user of any of the property within the Development
18 to comply with any provision of the Governing Documents may be enjoined in
19 any judicial proceedings initiated by the Association, its officers or Board of
20 Directors, or by any Owner or by their respective successors in interest.
21
- 22 14.7 Limitation on Association's Disciplinary Rights. To the extent provided in *Civil*
23 *Code* section 4510, the Association shall not have the power and authority to
24 cause a forfeiture or abridgment of an Owner's right to the full use and
25 occupancy of his or her Lot as the result of the failure by such Owner, members
26 of his or her household, Contract Purchaser, tenants, invitees, guests or pets to
27 comply with any provision of the Governing Documents, except where such
28 forfeiture or abridgment is the result of the judgment of a court of competent
29 jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or
30 sale under private power of sale for failure of such Owner to pay Assessments
31 levied by the Association pursuant to this Declaration. The provisions of this
32 **Section 14.7** shall not affect the Association's right to impose other sanctions
33 including imposing Enforcement Assessments as provided in **Section 14.8**
34 ("Imposing Sanctions").
35
- 36 14.8 Imposing Sanctions. Upon an explicit finding and for reasons specified by the
37 Board or the Architectural Standards Committee or the Covenants Committee
38 following a hearing called by the Board or the Architectural Standards Committee
39 or the Covenants Committee and conducted in accordance with this **Article 14**,
40 the Board or the Architectural Standards Committee or the Covenants Committee
41 shall have the power to impose sanctions on a Member who is in default in the
42 payment of any Assessment or Additional Charge levied by the Board or is found
43 to be in violation of any provision of the Architectural Rules or is found to be in
44 violation of any provision of the Governing Documents. Sanctions may include

1 loss of good standing, suspension of other rights, and/or monetary penalties
2 (fines), as described below.

3
4 14.8.1 Loss of Good Standing. The Board or the Architectural Standards
5 Committee or the Covenants Committee may suspend a Member's
6 Good Standing for so long as the Member remains in default of such
7 payment or until the violation is remedied. When a Member is not in
8 Good Standing, his or her Association voting rights shall be suspended
9 and the Member shall be disqualified from serving on the Board.

10
11 14.8.2 Suspension of Other Rights. The Board or the Architectural Standards
12 Committee or the Covenants Committee may suspend a Member's or
13 a Resident's right to use Common Area and Common Facilities for so
14 long as a Member remains in default of such payment, or for such
15 period as may be specified by the Board or the Covenants Committee
16 if the violation involves misbehavior related to Common Area and
17 Common Facilities.

18
19 14.8.3 Monetary Penalties (Fines). The Board may adopt a policy imposing
20 monetary penalties or fines (which shall constitute Enforcement
21 Assessments) pursuant to *Civil Code* section 5850. Such policy, if
22 adopted, shall be distributed to the Member in the annual policy
23 statement pursuant to *Civil Code* section 5310. Multiple fines may be
24 imposed for multiple violations. The schedule of fines may be changed
25 by the Board by a Rule change pursuant to *Civil Code* section 4360
26 and following.

27
28 14.8.4 Monthly Sanctions for Continuing Violations. In the case of a
29 continuing violation, such as an uncorrected architectural violation,
30 where an Owner fails to remedy the violation after notice to do so, the
31 Board or the Architectural Standards Committee or the Covenants
32 Committee may impose sanctions, including monetary penalties, such
33 sanctions to remain in effect for a period of one (1) month or until the
34 continuing violation is remedied, whichever occurs sooner. (By way of
35 example and not limitation, a violation in the nature of parking every
36 day in a prohibited parking space would *not* constitute a "continuing
37 violation" but each instance would constitute a separate violation.) If
38 the continuing violation has not been remedied within the one (1)
39 month period, the Board or the Architectural Standards Committee or
40 the Covenants Committee may impose separate and successive
41 sanctions for the continuing violation, provided the Board or the
42 Architectural Standards Committee or the Covenants Committee
43 conducts a separate hearing, not more frequently than once a month,
44 before imposing each successive sanction. The Board or the
45 Architectural Standards Committee or the Covenants Committee may

1 limit the scope of such hearing to facts and circumstances occurring
2 subsequent to the previous hearing relating to the subject continuing
3 violation.
4

5 14.8.5 Reimbursement Assessment Not a Sanction. The imposition of a
6 Reimbursement Assessment pursuant to the Declaration does not
7 constitute and shall not be deemed to be a sanction.
8

9 14.9 Investigation of Complaints. Upon receipt of a written complaint from an Owner
10 or a Resident, the Board or the Architectural Standards Committee (if it pertains
11 to an Architectural Rules) or the Covenants Committee (if it pertains to
12 misbehavior related to Common Area and Common Facilities or violations of any
13 of the use restrictions in this Declaration) shall conduct an investigation of the
14 allegations in the complaint and shall make relevant findings upon which the
15 Board or the Architectural Standards Committee or the Covenants Committee
16 shall base a decision to pursue or not pursue the matter. If the Board decides
17 not to pursue a matter, it shall notify the complaining party in writing stating the
18 reason(s) for its decision.
19

20 14.10 Written Notice of Violation. If the Board or the Architectural Standards
21 Committee or the Covenants Committee determines, whether on its own initiative
22 or pursuant to a written complaint, that a violation of the Governing Documents
23 exists or has occurred, it shall notify the responsible Owner(s) by written notice in
24 compliance with Section 14.11 (“Notices: Content, Delivery”).
25

26 14.11 Notices: Content, Delivery. Any notice of violation required or given under this
27 Article 14 shall be in writing and shall comply with *Civil Code* section 5855 as to
28 content and time of service and with *Civil Code* section 4040 as to method of
29 service.
30

31 14.11.1 Content of Notice of Violation. Any notice given by the Association to a
32 Member shall comply with *Civil Code* section 5855 and shall, at a
33 minimum, set forth a brief description of the act or omission
34 constituting the alleged violation of the Governing Documents; a
35 reference to the specific Governing Document provision or provisions
36 alleged to have been violated; if applicable, a statement that the
37 Member may request a hearing by the Board or the Architectural
38 Standards Committee or the Covenants Committee; the date, time,
39 and location of any hearing called by the Board or the Architectural
40 Standards Committee or the Covenants Committee; and any sanction,
41 disciplinary action, or other enforcement action being contemplated by
42 the Board or the Architectural Standards Committee or the Covenants
43 Committee.
44

1 14.11.2 Delivery of Notice. Any notice may be given by any method provided
2 for in *Civil Code* section 4040; *provided, however*, that (i) if notice is
3 given by mail, it shall be sent postage prepaid by United States first-
4 class mail and/or by certified mail, return-receipt requested; and (ii) if
5 given by the Association to a Member, it shall be sent to the most
6 recent address for the affected Member as shown on the records of the
7 Association. Pursuant to *Civil Code* section 4050(b), if sent by United
8 States mail, delivery of such is deemed complete upon deposit in the
9 United States mail, postage prepaid. Pursuant to *Civil Code* section
10 4050(c), if such notice is sent by electronic means, delivery is deemed
11 complete at the time of transmission.
12

13 14.11.3 Owner's Address for Notice. It shall be each Owner's responsibility to
14 notify the Association in writing of any change in the Owner's address
15 for the purpose of receiving notices from the Association. The fact that
16 a different address appears on correspondence to the Association from
17 an Owner shall not constitute such written notice, unless it is expressly
18 stated that such address is a change of address for the purpose of
19 receiving notice from the Association. Upon transfer of title to a Lot,
20 the transferee shall be responsible for notifying the Association of such
21 transfer. The notification shall set forth the address of the Lot, the
22 names of the transferee and the transferor, and the date of sale or
23 other transfer. Prior to receipt of such notification, any and all
24 communications required or permitted to be given by the Association
25 or the Board to the Lot Owner shall be deemed to be duly made and
26 given to the transferee if duly and timely made and given to the person
27 shown as the Owner of the Lot and at the address in the Association's
28 records.
29

30 14.11.4 Notice to Co-Owners or Occupants. Unless otherwise provided by law,
31 when a Lot is owned by two (2) or more co-Owners or is occupied by
32 two or more Occupants, notice to one (1) Owner or to one Occupant
33 shall be deemed notice to all Owners or to all Occupants, as the case
34 may be.
35

36 14.12 Hearings; Executive Session; Open Meeting. To the extent required by *Civil*
37 *Code* section 5855, whenever the Board or the Architectural Standards
38 Committee or the Covenants Committee determines to conduct a hearing, it shall
39 notify the affected Owner(s) and/or Resident(s) in writing by Individual Delivery,
40 at least ten (10) days before the meeting at which the matter will be considered.
41 If the matter concerns Member discipline or the imposition of sanctions, the
42 Board or the Architectural Standards Committee or the Covenants Committee
43 shall meet in executive session (or with respect to the Architectural Standards
44 Committee or Covenants Committee (in a private session) if requested by the
45 Member, *unless* (and then only to the extent) applicable law requires that certain

1 actions by the Board be conducted at an open meeting of the Board, such as
2 *Civil Code* section 5673 concerning a decision to record a lien for delinquent
3 Assessments. In the Board's or the Architectural Standards Committee's or the
4 Covenants Committee's discretion, other interested person(s) may attend a
5 hearing and may present information relevant to the subject matter of the
6 hearing. An Owner shall be entitled to bring his or her attorney to a hearing. If a
7 notified Owner or Resident fails to attend a noticed hearing, the Board or the
8 Architectural Standards Committee or the Covenants Committee may
9 nevertheless conduct its deliberations and make a determination based on its
10 own investigation and any other information supplied to it that the Board or the
11 Architectural Standards Committee or the Covenants Committee deems
12 reasonably reliable.
13

14 14.13 Owner's Request for Hearing. An Owner who has received a notice of violation
15 sent pursuant to Section 14.10 ("Written Notice of Violation") or a notice of
16 corrective action sent pursuant to Section 14.15 ("Enforcement by Association in
17 Emergency Situations") or as otherwise provided in the Governing Documents,
18 may request a hearing before the Board or the Architectural Standards
19 Committee or the Covenants Committee by submitting a written request to the
20 Board or the Architectural Standards Committee or the Covenants Committee. If
21 an Owner is requesting a meeting to discuss a payment plan for a past due debt
22 owed to the Association, the meeting shall be scheduled and conducted as
23 provided in Section 10.15.3 ("Owner's Right to Discuss Payment Plan"). If the
24 Owner is requesting a hearing concerning a notice of violation sent pursuant to
25 Section 14.10 ("Written Notice of Violation") or a notice of corrective action sent
26 pursuant to Section 14.15 ("Enforcement by Association in Emergency
27 Situations"), the request for hearing must be submitted within ten (10) days after
28 the date of such notice. The Board or the Architectural Standards Committee or
29 the Covenants Committee shall schedule a hearing at its next regular meeting
30 that is at least five (5) days after its receipt of an Owner's request for hearing or,
31 in the Board's or the Architectural Standards Committee or the Covenants
32 Committee discretion, at another time agreed by the Board or the Architectural
33 Standards Committee or the Covenants Committee and the Owner. Hearings
34 conducted by the Board shall be in executive session or at an open meeting as
35 provided in Section 14.12 ("Hearings; Executive Session; Open Meeting").
36

37 14.14 Notice of Hearing Decisions. Within fifteen (15) days after a hearing is
38 conducted, the Board or the Architectural Standards Committee or the
39 Covenants Committee shall notify the Owner or Resident in writing as to its
40 decision. If the Board or the Architectural Standards Committee or the
41 Covenants Committee decides to impose sanctions, the notice shall describe the
42 sanctions imposed and, if applicable, their effective dates.
43

1
2 **14.15 Enforcement by Association in Emergency Situations.**
3

4 14.15.1 **Definition of Emergency Situation.** For purposes of this **Section 14.15**,
5 the following shall constitute emergency situations:
6

- 7 (i) an immediate and unreasonable infringement of or threat to the
8 safety or peaceful enjoyment of Residents of the Development,
9
10 (ii) a traffic or fire hazard,
11
12 (iii) a threat of material damage to or destruction of the
13 Development or any portion thereof,
14
15 (iv) a violation of any provision of the Governing Documents that is
16 of such a nature that there is no material question regarding the
17 identity of the violator or whether the violation has occurred
18 (such as parking violations).
19

20 14.15.2 **Immediate Corrective Action.** Notwithstanding any other provisions of
21 the Governing Documents, under circumstances that constitute an
22 emergency, the Board or its duly-authorized agents may undertake
23 immediate corrective action. The Board shall promptly thereafter send
24 written notice of the corrective action to the affected Owner including
25 notice of any Reimbursement Assessment assessed to the Owner for
26 costs incurred by the Association in connection therewith. If the Owner
27 requests a hearing pursuant to **Section 14.13** (“Owner’s Request for
28 Hearing”), enforcement of any Reimbursement Assessment imposed
29 by the Board shall be held in abeyance and shall be pursued only if
30 affirmed by the Board at the hearing.
31

32 **14.16 Internal Dispute Resolution.**
33

34 14.16.1 **Fair, Reasonable, and Expedient Procedure.** The provisions of
35 **Article 9** (“Architectural Approval”) and of **Section 14.9** (“Investigation
36 of Complaints”) through **Section 14.15** (“Enforcement by Association in
37 Emergency Situations”) are intended to provide a fair, reasonable, and
38 expeditious procedure for resolving disputes between the Association
39 and any Member that are subject to *Civil Code* sections 5900 through
40 5920 (which applies to, among other things, enforcement of applicable
41 provisions of the *Corporations Code* and enforcement of the Governing
42 Documents). The above-referenced provisions of the Declaration shall
43 constitute the Association’s “internal dispute resolution” process as
44 required by *Civil Code* section 5905.
45

1 14.16.2 Statutory Default Procedures. If the Association shall fail to comply
2 with the Association's internal dispute resolution process, then the
3 Association and the affected Member shall abide by the statutory
4 default procedures provided in *Civil Code* section 5915, or successor
5 statute. Any resolution so agreed upon by the parties thereto, that is
6 not in conflict with the law or the Governing Documents, shall bind the
7 parties and shall be judicially enforceable as provided in *Civil Code*
8 section 5910.

9
10 14.16.3 Alternative Dispute Resolution ("ADR") May Also Apply. If (a) the
11 subject matter of the dispute (including, among other things,
12 enforcement of applicable provisions of the *Corporations Code* and
13 enforcement of the Governing Documents) and the remedy sought
14 (including certain kinds of declaratory, injunctive, or writ relief, which
15 may be in conjunction with certain limited monetary relief, but
16 excluding small claims actions and excluding Assessment disputes)
17 are subject to *Civil Code* sections 5925 through 5965 and (b) the
18 Association and the affected Member do not agree on a resolution
19 through the foregoing internal dispute resolution process provided for
20 in Section 14.16.1 ("Fair, Reasonable, and Expedious Procedure"),
21 then no party to the dispute may pursue a civil remedy that is subject
22 to *Civil Code* sections 5925 through 5965, without first complying with
23 the "alternative dispute resolution" procedures set forth in that statute
24 and referenced in Section 14.17 ("Alternative Dispute Resolution
25 Before Initiating Lawsuit").
26

27 14.16.4 Annual Description of Internal Dispute Resolution Process. The
28 Association shall annually provide the Members with a description of
29 the internal dispute resolution process required by *Civil Code* section
30 5920 as part of the annual policy statement prepared pursuant to *Civil*
31 *Code* section 5310. Such description may consist of a copy of Article 9
32 ("Architectural Approval") and Section 14.9 ("Investigation of
33 Complaints") through this Section 14.16 ("Internal Dispute Resolution").
34

35 14.17 Alternative Dispute Resolution Before Initiating Lawsuit.

36
37 14.17.1 Annual Disclosure of ADR Process. As provided in *Civil Code* section
38 5965, the Association shall annually provide to its Members a
39 summary of the provisions concerning alternative dispute resolution
40 contained in *Civil Code* sections 5925 through 5965 as part of the
41 annual policy statement prepared pursuant to *Civil Code* section 5310.
42 Such summary may consist of a copy of this Section 14.17. Such
43 summary shall include the following language:
44

1 “Failure of a member of the association to comply with the alternative
2 dispute resolution requirements of Section 5930 of the *Civil Code* may
3 result in the loss of the member’s right to sue the association or
4 another member of the association regarding enforcement of the
5 governing documents or the applicable law.”
6

7 14.17.2 When ADR Applies. The requirements of this **Section 14.17** apply to
8 civil action or proceedings as defined in *Civil Code* section 5925(b)
9 when the remedy sought is solely for declaratory, injunctive, or writ
10 relief or if for the foregoing relief in conjunction with monetary damages
11 not in excess of the jurisdictional amount for a small claims action as
12 stated in *Code of Civil Procedure* sections 116.220 and 116.221, all as
13 provided in *Civil Code* section 5930(b). *Civil Code* sections 5925
14 through 5965 apply to disputes between Members as well as to
15 disputes between the Association and a Member. The ADR
16 requirements of this **Section 14.17** do not apply to Assessment
17 disputes or to an action in small claims court.
18

19 14.17.3 Statutory ADR Process. In accordance with *Civil Code* sections 5925
20 through 5965, the Association or a Member may not file an
21 “enforcement action” as defined in the statute unless the parties have
22 endeavored to submit their dispute to “alternative dispute resolution” as
23 the term is defined in *Civil Code* section 5925(a) and as the process is
24 specified in *Civil Code* sections 5935, 5940, and 5945.
25

26 14.18 Non-waiver of Enforcement. Failure to enforce any provision of the Governing
27 Documents at any time shall not be deemed a waiver of the right to do so
28 thereafter with respect to the same or any other violation of any provision of the
29 Governing Documents.
30

31 14.19 Costs and Attorney Fees. In an action to enforce the Governing Documents, the
32 prevailing party shall, to the fullest extent permitted by law, including *Civil Code*
33 section 5975, be entitled to recover the full amount of all costs including attorney
34 fees incurred in responding to and/or in enforcing any Governing Document
35 provision. Without limiting the generality of the foregoing, in the event an Owner
36 pursuant to *Civil Code* section 4605 brings a civil action for violation of *Civil Code*
37 section 4600 (concerning the granting of exclusive use of a portion of the
38 Common Area to a Member) or pursuant to *Civil Code* section 4955 a civil action
39 for violation of the Common Interest Open Meeting Act (*Civil Code* sections 4900
40 through 4955) if the Association shall prevail in any such action, the Association
41 shall be entitled to recover reasonable attorney fees except to the extent
42 prohibited by law. The remedies of the prevailing party to recover the amount of
43 such costs, expenses, and attorney fees shall include, but shall not necessarily
44 be limited to, the imposition of a Reimbursement Assessment.
45

- 1
2 16.4 Amendment to Referenced Statutes; Time for Performance. References in the
3 Declaration to particular statutes, including sections of the *Civil Code* or the
4 *Corporations Code*, shall be deemed to include any successor statute and any
5 amendments to existing or successor statutes. Whenever this Declaration states
6 a time for the performance of any act by the Association which by law (as it may
7 exist from time to time) must be performed at or within a specified time, the time
8 for the performance of such act shall be deemed to be the widest timeframe
9 permitted under then-applicable law.
10
11 16.5 Number; Gender. The singular shall include the plural and the plural the singular
12 unless the context requires the contrary, and the masculine, feminine, and neuter
13 shall each include the masculine, feminine, or neuter, as the context requires.
14
15 16.6 Exhibits. All exhibits attached to this Declaration are incorporated by this
16 reference as though fully set forth herein.
17
18 16.7 Power of Attorney. To the extent necessary to carry out and enforce the
19 provisions of this Declaration, an irrevocable power of attorney coupled with an
20 interest is granted to the Association by the Owners and each of them.
21
22 16.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of
23 easement, rights, rights-of-way, liens, charges, and equitable servitudes
24 contained in this Declaration shall run with and shall benefit and burden all of the
25 real property subject to this Declaration, including without limitation the Lots and
26 Common Areas, and shall inure to the benefit of and be binding upon the
27 Owners, the Association, its Board of Directors and officers, and their respective
28 agents and successors in interest, for a term of forty-seven (47) years from the
29 date of recordation of this Declaration. Thereafter the term shall be automatically
30 extended for successive periods of ten (10) years each, unless within the six (6)
31 months prior to the expiration of the initial forty-seven (47) year term or any ten-
32 year extension period a written instrument, approved by Owners entitled to vote
33 and holding at least a majority of the Total Voting Power of the Association,
34 terminating the effectiveness of this Declaration shall be recorded in the Office of
35 the County Recorder of Nevada County, California.
36

37 IN WITNESS WHEREOF, we, the Members of TAHOE DONNER
38 ASSOCIATION, pursuant to the requisite approval, and by means of the
39 signatures of the President and the Secretary, do hereby affirm, approve, and
40 adopt the foregoing Amended and Restated Declaration of Covenants,
41 Conditions and Restrictions of Tahoe Donner Association, which Amended and
42 Restated Declaration of Covenants, Conditions and Restrictions shall be
43 recorded with the County Recorder of Nevada County, California.
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DATED: _____

TAHOE DONNER ASSOCIATION, a
California nonprofit mutual benefit
corporation

President

Secretary

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EXHIBIT A

(Recital Paragraph C)

**Legal Description of the Property Comprising the Development
Subject to This Declaration**

A. Property other than Common Areas or Other Association Real Property:

UNIT 1 Lots 1 through 183 and Lots 185 through 499 inclusive of Tahoe Donner Unit 1, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on April 13, 1971 in Book 4 of Subdivisions Maps, Page 21.

UNIT 2 Lots 1 through 51, Lots 55 through 140, and Lots 142 through 427, inclusive of Tahoe Donner Unit 2, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on May 26, 1971 in Book 4 of Subdivision Maps, at Page 23. Lots 4, 23, 24, 25, 26, 27, 28, 424, 425, 426, and 427 are commercial lots. Lot 141 is privately owned and not part of Tahoe Donner Association.

UNIT 3 Lots 1 through 10, 16 through 256 and 260 through 549 inclusive of Tahoe Donner Unit 3, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on August 11, 1971, in Book 4 of Subdivision Maps, at Page 25. Lots 28, 29, 65, 66 and 79 are commercial lots.

UNIT 4 Lots 1 through 643, inclusive of Tahoe Donner Unit 4, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on November 23, 1971, in Book 4 of Subdivision Maps, at Page 27.

UNIT 5 Lots 1 through 555, inclusive of Tahoe Donner Unit 5, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on August 23, 1972, in Book 4 of Subdivision Maps, at Page 36.

UNIT 6 Lots 1 through 640 inclusive of Tahoe Donner Unit 6, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on May 10, 1972, in Book 4 of Subdivision Maps, at Page 34.

UNIT 7 Lots 1 through 356, inclusive of Tahoe Donner Unit 7, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on August 23, 1972, Book 4 of Subdivision Maps, at Page 37.

1 UNIT 8 Lots 1 through 237 and 240 through 608, inclusive of Tahoe Donner Unit 8, as
2 shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on
3 March 13, 1973, in Book 4 of Subdivision Maps, at Page 43.

4
5 UNIT 9 Lots 1 through 338 and Lots 342 through 654, inclusive of Tahoe Donner Unit 9,
6 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on
7 September 7, 1973, in Book 4 of Subdivision Maps, at Page 57.

8
9 UNIT 10 Lots 1 through 488 inclusive of Tahoe Donner Unit 10, as shown on the Official
10 Map thereof, filed in the Office of the Nevada County Recorder on July 5, 1973, in Book 4 of
11 Subdivision Maps, at Page 55.

12
13 UNIT 11 Lots 1 through 170 and Lots 173 through 517 inclusive of Tahoe Donner Unit
14 11, as shown on the Official Map thereof, filed in the Office of the Nevada County
15 Recorder, on January 3, 1973, in Book 4 of Subdivision Maps, at Page 41.

16
17 "TAHOE DONNER SKI BOWL CONDOMINIUMS", and the "TAHOE DONNER LODGE
18 CONDOMINIUMS", all real property lying within the unincorporated territory of Nevada
19 County, California, and situated in Section 1, Township 17 North, Range 15 East, M.D.B.
20 & M., and more particularly described as Lot 64 and a portion of Parcel R of Tahoe Donner
21 Unit 3 as said lot and parcel are so designated and shown on the Official Map thereof, filed
22 in the Office of the Nevada County Recorder, on August 11, 1971, in Book 4 of
23 Subdivision Maps, at Page 25.

24
25 "TAHOE DONNER GOLF CLUB CONDOMINIUMS", as shown upon the Official Map
26 thereof, filed in the Office of the Nevada County Recorder, on June 13, 1974, in Book 5 of
27 Subdivisions at Page 11.

28
29 UNIT 3 Lot 259, (the Nevada County maintenance site).

30
31 UNIT 10 Parcel B (proposed school site).

32
33 UNIT 11 Parcel K (fire station site).

34
35 B. Common Areas:

36
37 "Golf Course Facilities", Parcels 1 and 2, as shown on the Official Map thereof, filed in
38 the Office of the Nevada County Recorder, on September 15, 1976, in Book 10 of
39 Parcel Maps, at Page 178.

40
41 "Marina", as described in the deed recorded in the Office of the Nevada County
42 Recorder on April 30, 1976, as document No. 7664, in Book 789, at Page 686.

1 UNIT 1: Parcel A through N, inclusive and Lot 184 of Tahoe Donner Unit 1 as shown on
2 the Official Map thereof, filed in the Office of the Nevada County Recorder, on April 13,
3 1971, in Book 4 of Subdivision Maps, Page 21.

4
5 UNIT 2: Parcels A through L, inclusive and Parcel N of the Tahoe Donner Unit No. 2 as
6 shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on
7 May 26, 1971, in Book 4 of Subdivision Maps, Page 23.

8
9 "Trout Creek Condo Property" (formerly Lots 428 through 439 of Tahoe Donner Unit 2 as
10 shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on
11 May 26, 1971, in Book 4 of Subdivision Maps, at Page 23) and as further described in
12 the deed recorded November 22, 1988, series No. 88-31745.

13
14 "Northwoods Clubhouse Facilities" All property as shown on the parcel map recorded
15 with the Office of the Nevada County Recorder, on October 22, 1980, in Book 15 of
16 Parcel Maps, at Page 31. (This property includes former Lots 52, 53 and 54 of Tahoe
17 Donner Unit 2.)

18
19 UNIT 3: A portion of Parcel R ("Ski Area Day Lodge") of Unit 3, as shown on the Official
20 Map thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in
21 Book 4 of Subdivision Maps, at Page 25.

22
23 Lots 28 and 79 ("Ski Area Parking Lots) of Tahoe Donner Unit 3, as shown on the
24 Official Map thereof, filed in the Office of the Nevada County Recorder, on August 11,
25 1971, in Book 4 of Subdivision Maps, at Page 25.

26
27 "Maintenance Facility", Parcels 1, 2 and 3 as shown on the parcel map (formerly Tahoe
28 Donner Unit 3, Lots 257, 258 and Lots 172, 173 of Unit 11 as shown on the Official Map
29 thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in Book
30 4 of Subdivision Maps, at Page 25) filed in the Office of the Nevada County Recorder,
31 on December 28, 1979, in Book 17 of Parcel Maps, at Page 38.

32
33 Parcels A through N inclusive and Parcels U and V, as shown on the Official Map of
34 Tahoe Donner Unit 3, filed in the Office of the Nevada County Recorder, on August 11,
35 1971, in Book 4 of Subdivision Maps at Page 25.

36
37 Lots 11, 12, 13, 14 and 15 of Tahoe Donner Unit 3, as shown on the Official Map
38 thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in Book
39 4 of Subdivision Maps, at Page 25.

40
41 "Alder Creek Picnic Area" Parcels 1 and 2 as described in the deed recorded in the
42 Office of the Nevada County Recorder on November 24, 1975, as document No. 21094,
43 in Book 767 at Page 637.

1 UNIT 4: Parcels A through M, inclusive of Tahoe Donner Unit 4, as shown on the
2 Official Map thereof, filed in the Office of the Nevada County Recorder on November 23,
3 1971, in Book 4 of Subdivision Maps, at Page 27.

4
5 UNIT 5: Parcels A through H, inclusive and Parcel L (Boat Storage Lot) within Tahoe
6 Donner Unit 5, as shown on the Official Map thereof, filed in the Office of the Nevada
7 County Recorder on August 23, 1972, in Book 4 of Subdivision Maps, at Page 36.

8
9 UNIT 6: Parcels A through N, inclusive and Parcel P ("The Equestrian Center") located
10 within Tahoe Donner Unit 6, as shown on the official Map thereof, filed in the Office of the
11 Nevada County Recorder, on May 10, 1972, in Book 4 of SUBDIVISION Maps, at Page 34.

12
13 UNIT 7: Parcels A through K, inclusive and Parcel L ("The Campground") located within
14 Tahoe Donner Unit 7, as shown on the Official Map thereof, filed in the Office of the
15 Nevada County Recorder, on August 23, 1972, Book 4 of Subdivision Maps, at Page
16 37.

17
18 UNIT 8: Parcels A through H, inclusive, Parcels J through Y inclusive and lots 238 and
19 239, located within Tahoe Donner Unit 7, as shown on the Official Map thereof, filed in
20 the Office of the Nevada County Recorder on March 13, 1973, in Book 4 of Subdivision
21 Maps, at Page 43.

22
23 UNIT 9: Lots 339, 340 and 341 and Parcels B through F, inclusive, Parcels H through N
24 inclusive, Parcel O, and Q through W, inclusive, located within Tahoe Donner Unit 9, as
25 shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on
26 September 7, 1973, in Book 4 of Subdivision Maps, at Page 57.

27
28 UNIT 10: Parcel A, and Parcels C through K inclusive, located within Tahoe Donner
29 Unit 10, as shown on the Official Map thereof, filed in the Office of the Nevada County
30 Recorder on July 5, 1973, in Book 4, of Subdivision Maps, at Page 55.

31
32 UNIT 11: Parcels A through K inclusive and Parcel J located within Tahoe Donner Unit 11,
33 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on
34 January 3, 1973, in Book 4 of Subdivision Maps, at Page 41.

35
36 C. Other Association Real Property:

37
38 "2,000 Acres", Parcels 1 and 2 as described in the deed recorded in the Office of the
39 Nevada County Recorder on July 7, 1982, Document No. 82-15361.
40 (A.P.N.: 16-060-12; 16-060-14; 16-060-15; 16-060-16; 17-020-05; 17-020-06; and 17-
41 020-27)

42
43 All the real property as described in the deed recorded in the Office of the Nevada
44 County Recorder on February 17, 2012, Document No. 20120004305.
45 (A.P.N.: 16-060-22 and 16-060-13, Euer Grant)

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All the real property as described in the deed recorded in the Office of the Nevada County Recorder on October 25, 2011, Document No. 20110025265.
(A.P.N.: 16-060-20 and 16-060-23, Euer Grant)

All the real property as described in the deed recorded in the Office of the Nevada County Recorder on February 16, 2012, Document No. 20120004255.
(A.P.N.: 17-020-34, Rosamond Grant)

Parcels One through Ten, inclusive, as described in the deed recorded in the Office of the Nevada County Recorder on June 4, 2010, Document No. 20100013062.
(A.P.N.: 18-180-01, 02, 03; 18-200-02 thru 21; 18-210-02 thru 21; 18-220-02 thru 22; 18-230-02 thru 22; 18-240-02 thru 19; 18-250-02 thru 19; 18-260-02 thru 09, 11 thru 15, 20 and 22 thru 27; 18-270-02 thru 07, 09 thru 21 and 27; 18-280-02 thru 20, 22, 23 and 27; 18-290-02 thru 02, 10 thru 25; 18-320-06 thru 07, 10 thru 12, 14 thru 16, 20 thru 24, 26, 28, 31, 34 thru 37, 39, 40, 49, 50, 59, 60; 18-330-02, 03, 06, 08, 09, 10, 11, 13 thru 16, 20, 26 thru 30 and 34; 18-382-21, Sinclair Grant)

Tract One Parcels I, II and III, and Tract Two, as described in the deed recorded in the Office of the Nevada County Recorder on May 12, 2016, Document No. 20160009902.
(A.P.N.: 16-060-02-000; 16-060-18-000; 16-060-17-000, Crabtree Canyon)

Parcels One and Two, as described in the deed recorded in the Office of the Nevada County Recorder on June 3, 2011, Document No. 20110013213.
(A.P.N.: 18-101-10, McGlasham Springs)

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EXHIBIT B

(Section 1.10)

List of Common Area Lots

"Golf Course Facilities", Parcels 1 and 2, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on September 15, 1976, in Book 10 of Parcel Maps, at Page 178.

"Marina", as described in the deed recorded in the Office of the Nevada County Recorder on April 30, 1976, as document No. 7664, in Book 789, at Page 686.

UNIT 1: Parcel A through N, inclusive and Lot 184 of Tahoe Donner Unit 1 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on April 13, 1971, in Book 4 of Subdivision Maps, Page 21.

UNIT 2: Parcels A through L, inclusive and Parcel N of the Tahoe Donner Unit No. 2 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on May 26, 1971, in Book 4 of Subdivision Maps, Page 23.

"Trout Creek Condo Property" (formerly Lots 428 through 439 of Tahoe Donner Unit 2 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on May 26, 1971, in Book 4 of Subdivision Maps, at Page 23) and as further described in the deed recorded November 22, 1988, series No. 88-31745.

"Northwoods Clubhouse Facilities" All property as shown on the parcel map recorded in the Office of the Nevada County Recorder, on October 22, 1980, in Book 15 of Parcel Maps, at Page 31. (This property includes former Lots 52, 53 and 54 of Tahoe Donner Unit 2.)

UNIT 3: A portion of Parcel R ("Ski Area Day Lodge") of Unit 3, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in Book 4 of Subdivision Maps, at Page 25.

Lots 28 and 79 ("Ski Area Parking Lots) of Tahoe Donner Unit 3, as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in Book 4 of Subdivision Maps, at Page 25.

"Maintenance Facility", Parcels 1, 2 and 3 as shown on the parcel map (formerly Tahoe Donner Unit 3, Lots 257, 258 and Lots 172, 173 of Unit 11 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in Book 4 of Subdivision Maps, at Page 25) filed in the Office of the Nevada County Recorder, on December 28, 1979, in Book 17 of Parcel Maps, at Page 38.

1 Parcels A through N inclusive and Parcels U and V, as shown on the Official Map of
2 Tahoe Donner Unit 3, filed in the Office of the Nevada County Recorder, on August 11,
3 1971, in Book 4 of Subdivision Maps at Page 25.

4
5 Lots 11, 12, 13, 14 and 15 of Tahoe Donner Unit 3, as shown on the Official Map
6 thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in Book
7 4 of Subdivision Maps, at Page 25.

8
9 "Alder Creek Picnic Area" Parcels 1 and 2 as described in the deed recorded in the
10 Office of the Nevada County Recorder on November 24, 1975, as document No. 21094,
11 in Book 767 at Page 637.

12
13 UNIT 4: Parcels A through M, inclusive of Tahoe Donner Unit 4, as shown on the
14 Official Map thereof, filed in the Office of the Nevada County Recorder on November 23,
15 1971, in Book 4 of Subdivision Maps, at Page 27.

16
17 UNIT 5: Parcels A through H inclusive and Parcel L (Boat Storage Lot) within Tahoe
18 Donner Unit 5, as shown on the Official Map thereof, filed in the Office of the Nevada
19 County Recorder on August 23, 1972, in Book 4 of Subdivision Maps, at Page 36.

20
21 UNIT 6: Parcels A through N, inclusive and Parcel P ("The Equestrian Center") located
22 within Tahoe Donner Unit 6, as shown on the official Map thereof, filed in the Office of the
23 Nevada County Recorder, on May 10, 1972, in Book 4 of Subdivision Maps, at Page 34.

24
25 UNIT 7: Parcels A through K inclusive and Parcel L ("The Campground") located within
26 Tahoe Donner Unit 7, as shown on the Official Map thereof, filed in the Office of the
27 Nevada County Recorder, on August 23, 1972, Book 4 of Subdivision Maps, at Page
28 37.

29
30 UNIT 8: parcels A through H inclusive, Parcels J through Y inclusive and lots 238 and
31 239, located within Tahoe Donner Unit 7, as shown on the Official Map thereof, filed in
32 the Office of the Nevada County Recorder on March 13, 1973, in Book 4 of Subdivision
33 Maps, at Page 43.

34
35 UNIT 9: Lots 339, 340 and 341 and Parcels B through F, inclusive, Parcels H through N
36 inclusive, Parcel O, and Q through W, inclusive, located within Tahoe Donner Unit 9, as
37 shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on
38 September 7, 1973, in Book 4 of Subdivision Maps, at Page 57.

39
40 UNIT 10: Parcel A, and Parcels C through K inclusive, located within Tahoe Donner
41 Unit 10, as shown on the Official Map thereof, filed in the Office of the Nevada County
42 Recorder on July 5, 1973, in Book 4, of Subdivision Maps, at Page 55.

1 UNIT 11: Parcels A through K inclusive and Parcel J located within Tahoe Donner Unit 11,
2 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder
3 on January 3, 1973, in Book 4 of Subdivision Maps, at Page 41.
4
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6

EXHIBIT C

(Section 1.16)

List of Condominium Projects Subject to This Declaration

"TAHOE DONNER SKI BOWL CONDOMINIUMS", and the "TAHOE DONNER LODGE CONDOMINIUMS", all real property lying within the unincorporated territory of Nevada County, California, and situated in Section 1, Township 17 North, Range 15 East, M.D.B. & M., and more particularly described as Lot 64 and a portion of Parcel R of Tahoe Donner Unit 3 as said lot and parcel are so designated and shown on the Official Map thereof, filed in the Office of the Nevada County Recorder, on August 11, 1971, in Book 4 of Subdivision Maps, at Page 25.

"TAHOE DONNER GOLF CLUB CONDOMINIUMS", as shown upon the Official Map thereof, filed in the Office of the Nevada County Recorder, on June 13, 1974, in Book 5 of Subdivisions at Page 11.

"Trout Creek Condominiums" (formerly Lots 428 through 439 of Tahoe Donner Unit 2 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on May 26, 1971, in Book 4 of Subdivision Maps, at Page 23) and as further described in the deed recorded November 22, 1988, series No. 88-31745.

EXHIBIT D

(Section 1.40)

Other Association Property Subject to This Declaration

"2,000 Acres", Parcels 1 and 2 as described in the deed recorded in the Office of the Nevada County Recorder on July 7, 1982, series No. 82-15361.
(A.P.N.: 16-060-12; 16-060-14; 16-060-15; 16-060-16; 17-020-05; 17-020-06; and 17-020-27)

All the real property as described in the deed recorded in the Office of the Nevada County Recorder on February 17, 2012, Document No. 20120004305.
(A.P.N.: 16-060-22 and 16-060-13, Euer Grant)

All the real property as described in the deed recorded in the Office of the Nevada County Recorder on October 25, 2011, Document No. 20110025265.
(A.P.N.: 16-060-20 and 16-060-23, Euer Grant)

All the real property as described in the deed recorded in the Office of the Nevada County Recorder on February 16, 2012, Document No. 20120004255.
(A.P.N.: 17-020-34, Rosamond Grant)

Parcels One through Ten, inclusive, as described in the deed recorded in the Office of the Nevada County Recorder on June 4, 2010, Document No. 20100013062.
(A.P.N.: 18-180-01, 02, 03; 18-200-02 thru 21; 18-210-02 thru 21; 18-220-02 thru 22; 18-230-02 thru 22; 18-240-02 thru 19; 18-250-02 thru 19; 18-260-02 thru 09, 11 thru 15, 20 and 22 thru 27; 18-270-02 thru 07, 09 thru 21 and 27; 18-280-02 thru 20, 22, 23 and 27; 18-290-02 thru 02, 10 thru 25; 18-320-06 thru 07, 10 thru 12, 14 thru 16, 20 thru 24, 26, 28, 31, 34 thru 37, 39, 40, 49, 50, 59, 60; 18-330-02, 03, 06, 08, 09, 10, 11, 13 thru 16, 20, 26 thru 30 and 34; 18-382-21, Sinclair Grant)

Tract One Parcels I, II and III, and Tract Two, as described in the deed recorded in the Office of the Nevada County Recorder on May 12, 2016, Document No. 20160009902.
(A.P.N.: 16-060-02-000; 16-060-18-000; 16-060-17-000, Crabtree Canyon)

Parcels One and Two, as described in the deed recorded in the Office of the Nevada County Recorder on June 3, 2011, Document No. 20110013213.
(A.P.N.: 18-101-10, McGlasham Springs)

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EXHIBIT E

(Section 1.57)

List of Subdivisions Maps

Map of Tahoe Donner Unit 1, filed in the office of the Nevada County Recorder on April 13, 1971 in Book 4 of Subdivisions Maps, Page 21.

Map of Tahoe Donner Unit 2, filed in the office of the Nevada County Recorder on May 26, 1971 in Book 4 of Subdivision Maps, at Page 23.

Map of Tahoe Donner Unit 3, filed in the office of the Nevada County Recorder on August 11, 1971, in Book 4 of Subdivision Maps, at Page 25. Lots 28, 29, 65, 66 and 79 are commercial lots.

Map of Tahoe Donner Unit 4, filed in the Office of the Nevada County Recorder on November 23, 1971, in Book 4 of Subdivision Maps, at Page 27.

Map of Tahoe Donner Unit 5, filed in the office of the Nevada County Recorder on August 23, 1972, in Book 4 of Subdivision Maps, at Page 36.

Map of Tahoe Donner Unit 6, filed in the office of the Nevada County Recorder, on May 10, 1972, in Book 4 of Subdivision Maps, at Page 34.

Map of Tahoe Donner Unit 7, filed in the office of the Nevada County Recorder, on August 23, 1972, Book 4 of Subdivision Maps, at Page 37.

Map of Tahoe Donner Unit 8, filed in the office of the Nevada County Recorder, on March 13, 1973, in Book 4 of Subdivision Maps, at Page 43.

Map of Tahoe Donner Unit 9, filed in the office of the Nevada County Recorder on September 7, 1973, in Book 4 of Subdivision Maps, at Page 57.

Map of Tahoe Donner Unit 10, filed in the office of the Nevada County Recorder on July 5, 1973, in Book 4 of Subdivision Maps, at Page 55.

Map of Tahoe Donner Unit 11, filed in the office of the Nevada County Recorder, on January 3, 1973, in Book 4 of Subdivision Maps, at Page 41.

"TAHOE DONNER SKI BOWL CONDOMINIUMS", and the "TAHOE DONNER LODGE CONDOMINIUMS", all real property lying within the unincorporated territory of Nevada County, California, and situated in Section 1, Township 17 North, Range 15 East, M.D.B.

1 & M., and more particularly described as Lot 64 and a portion of Parcel R of Tahoe Donner
2 Unit 3 as said lot and parcel are so designated and shown on the Official Map thereof, filed
3 in the office of the Nevada County Recorder, on August 11, 1971, in Book 4 of Subdivision
4 Maps, at Page 25.

5
6 "TAHOE DONNER GOLF CLUB CONDOMINIUMS", as shown upon the Official Map
7 thereof, filed in the office of the Nevada County Recorder, on June 13, 1974, in Book 5 of
8 Subdivisions at Page 11.

9
10 Map of Golf Course Facilities, filed in the office of the Nevada County Recorder, on
11 September 15, 1976, in Book 10 of Parcel Maps, at Page 178.

12
13 Map of Trout Creek Condo Property (formerly Lots 428 through 439 of Tahoe Donner
14 Unit 2 as shown on the Official Map thereof, filed in the office of the Nevada County
15 Recorder on May 26, 1971, in Book 4 of Subdivision Maps, at Page 23) and as further
16 described in the deed recorded November 22, 1988, series No. 88-31745.

17
18 Map of Northwoods Clubhouse Facilities, filed on October 22, 1980, in Book 15 of
19 Parcel Maps, at Page 31. (This property includes former Lots 52, 53 and 54 of Tahoe
20 Donner Unit 2.)

21
22 UNIT 5: Parcels A through H inclusive and Parcel L (Boat Storage Lot) within Tahoe
23 Donner Unit 5, as shown on the Official Map thereof, filed in the office of the Nevada
24 County Recorder on August 23, 1972, in Book 4 of Subdivision Maps, at Page 36.

25
26 Map of 32 Acres Parcel A, recorded with the Nevada County Recorder on June 23, 1987,
27 in Book 17 of Parcel Maps at Page 121.

28
29 Map of Parcel 1 (Corner of Donner Pass Road and Northwoods Blvd.), recorded on
30 September 15, 1976, in Book 10 of Parcel Maps at Page 177.