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# MEMBER DRAFT 1/24/2017

## EXHIBIT A

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### AMENDED AND RESTATED ARTICLES OF INCORPORATION OF TAHOE DONNER ASSOCIATION

#### ARTICLE 1            NAME

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The name of the corporation is TAHOE DONNER ASSOCIATION (hereinafter called the "Corporation").

#### ARTICLE 2            ORGANIZATION, PURPOSE, AND POWERS                                  OF THE CORPORATION

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This Corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law. This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific primary purposes for which it is formed are:

- (i) to provide for protection, preservation, and architectural control and the suitability to the mountain environment of the residence Lots and Units, and to ensure the maintenance of the Common Area, including the attractiveness and value thereof, and the landscaping, structures, and facilities thereon, within that certain real property located in the Town of Truckee, County of Nevada, State of California, described in **Exhibit B**, attached hereto and incorporated herein by this reference.
- (ii) to provide for the management, administration, and operation of the above-described property comprising Tahoe Donner a planned development and a common interest development and the business and affairs of the Corporation,
- (iii) to promote the health, safety, welfare, and interests of all owners of property and residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Corporation, and to promote Tahoe Donner's relationship to the surrounding community, and

1  
2 (iv) to take such action as in the judgment of the Board of Directors shall be  
3 necessary or proper or incidental to the foregoing purposes of the  
4 Corporation.  
5

6  
7 **ARTICLE 3 STATEMENT REQUIRED BY CIVIL CODE SECTION 4280 AND**  
8 **CORPORATIONS CODE 7130(e)**  
9

---

10 The Corporation is an association formed to manage a common interest  
11 development under the *Davis-Stirling Common Interest Development Act*.  
12

13 The business or corporate office of the Corporation is as follows:  
14

15 11509 Northwoods Boulevard  
16 Truckee, CA 96161  
17

18 The physical location of the common interest development is:  
19

20 11509 Northwoods Boulevard  
21 Truckee, CA 96161  
22

23 The Corporation does not have a managing agent as defined in *Civil Code*  
24 section 4158(a).  
25  
26

27 **ARTICLE 4 MEMBERSHIP**  
28

---

29 Every person or entity that is a record owner of a fee or undivided fee interest in  
30 any Lot within the real property described in Article 2 hereof, which is subject by  
31 covenants of record to assessment by the Corporation, including contract sellers,  
32 shall be a Member of the Corporation. The foregoing is not intended to include  
33 persons or entities who hold an interest merely as security for the performance of  
34 an obligation. Membership shall be appurtenant to, and may not be separated  
35 from, ownership of any Lot which is subject to assessment by the Corporation.  
36  
37

38 **ARTICLE 5 VOTING RIGHTS**  
39

---

40 The Corporation shall have one (1) class of voting membership, comprised of all  
41 Members, whose voting rights shall be as set forth in the Bylaws of the  
42 Corporation.  
43  
44  
45

1 **ARTICLE 6 BOARD OF DIRECTORS**  
2

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3 The affairs of this Corporation shall be managed by a Board of Directors. The  
4 number of directors, their qualifications, and the manner of their selection shall  
5 be as set forth in the Bylaws of the Corporation.  
6

7  
8 **ARTICLE 7 LIMIT ON POWERS; TAXATION**

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9  
10 This Corporation shall not, except to an insubstantial degree, engage in any  
11 activities or exercise any powers which are not in furtherance of the primary  
12 purposes of this Corporation. This Corporation is intended to qualify as a  
13 Homeowners Association under the applicable provisions of Section 528 of the  
14 United States *Internal Revenue Code* ("IRC") and of Section 23701t of the  
15 *Revenue and Taxation Code* of the State of California ("R&TC"), as each may be  
16 amended from time to time. No part of the net earnings of this Corporation shall  
17 inure to the benefit of any private individual, except as expressly provided in IRC  
18 Section 528 and R&TC Section 23701t with respect to the acquisition,  
19 construction, or provision for management, maintenance, and care of the  
20 Corporation property, and other than by rebate of excess membership dues,  
21 fees, or assessments.  
22

23  
24 **ARTICLE 8 DISSOLUTION**

---

25  
26 So long as there is any lot or parcel for which the Corporation is obligated to  
27 provide management, maintenance, preservation, or control, the Corporation  
28 shall not transfer all or substantially all of its assets or file a certificate of  
29 dissolution without the approval of one hundred percent (100%) of the Members.  
30 In the event of the dissolution, liquidation, or winding-up of the Corporation, upon  
31 or after termination of the development in accordance with provisions of the  
32 recorded declaration governing the property comprising the development, the  
33 Corporation's assets remaining after payment, or provision for payment, of all  
34 debts and liabilities of the Corporation shall be divided among and distributed to  
35 its Members in accordance with their respective rights therein.  
36

37  
38 **ARTICLE 9 AMENDMENTS**

---

39  
40 Any amendments to these Amended and Restated Articles of Incorporation shall  
41 require the approval of the Board of Directors and the approval by the affirmative  
42 vote or written consent of Members representing at least a majority of the total  
43 voting power of the Corporation.  
44  
45

1 **ARTICLE 10** **DEFINED TERMS**

---

2  
3  
4  
5

Capitalized terms appearing herein shall have the meaning set forth in the Bylaws.

**EXHIBIT B**

**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.

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

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

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

8  
9 UNIT 11 Lots 1 through 170 and Lots 173 through 517 inclusive of Tahoe Donner Unit  
10 11, as shown on the Official Map thereof, filed in the office of the Nevada County  
11 Recorder, on January 3, 1973, in Book 4 of Subdivision Maps, at Page 41.

12  
13 "TAHOE DONNER SKI BOWL CONDOMINIUMS", and the "TAHOE DONNER LODGE  
14 CONDOMINIUMS", all real property lying within the unincorporated territory of Nevada  
15 County, California, and situated in Section 1, Township 17 North, Range 15 East, M.D.B.  
16 & M., and more particularly described as Lot 64 and a portion of Parcel R of Tahoe Donner  
17 Unit 3 as said lot and parcel are so designated and shown on the Official Map thereof, filed  
18 in the office of the Nevada County Recorder, on August 11, 1971, in Book 4 of Subdivision  
19 Maps, at Page 25.

20  
21 "TAHOE DONNER GOLF CLUB CONDOMINIUMS", as shown upon the Official Map  
22 thereof, filed in the office of the Nevada County Recorder, on June 13, 1974, in Book 5 of  
23 Subdivisions at Page 11.

24  
25 UNIT 3 Lot 259, (the Nevada County maintenance site).

26  
27 UNIT 10 Parcel B (proposed school site).

28  
29 UNIT 11 Parcel K (fire station site).

30  
31 B. Common Areas:

32  
33 "Golf Course Facilities", Parcels 1 and 2, as shown on the Official Map thereof, filed in  
34 the office of the Nevada County Recorder, on September 15, 1976, in Book 10 of Parcel  
35 Maps, at Page 178.

36  
37 "Marina", as described in the deed recorded with the Nevada County Recorder on April  
38 30, 1976, as document No. 7664, in Book 789, at Page 686.

39  
40 UNIT 1: Parcel A through N, inclusive and Lot 184 of Tahoe Donner Unit 1 as shown on  
41 the Official Map thereof, filed in the office of the Nevada County Recorder, on April 13,  
42 1971, in Book 4 of Subdivision Maps, Page 21.

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

4  
5 "Trout Creek Condo Property" (formerly Lots 428 through 439 of Tahoe Donner Unit 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, at Page 23) and as further described in  
8 the deed recorded November 22, 1988, series No. 88-31745.

9  
10 "Northwoods Clubhouse Facilities" All property as shown on the parcel map recorded  
11 with the Nevada County Recorder, on October 22, 1980, in Book 15 of Parcel Maps, at  
12 Page 31. (This property includes former Lots 52, 53 and 54 of Tahoe Donner Unit 2.)

13  
14 UNIT 3: A portion of Parcel R ("Ski Area Day Lodge") of Unit 3, as shown on the Official  
15 Map thereof, filed in the office of the Nevada County Recorder, on August 11, 1971, in  
16 Book 4 of Subdivision Maps, at Page 25.

17  
18 Lots 28 and 79 ("Ski Area Parking Lots) of Tahoe Donner Unit 3, as shown on the  
19 Official Map thereof, filed in the office of the Nevada County Recorder, on August 11,  
20 1971, in Book 4 of Subdivision Maps, at Page 25.

21  
22 "Maintenance Facility", Parcels 1, 2 and 3 as shown on the parcel map (formerly Tahoe  
23 Donner Unit 3, Lots 257, 258 and Lots 172, 173 of Unit 11 as shown on the Official Map  
24 thereof, filed in the office of the Nevada County Recorder, on August 11, 1971, in Book  
25 4 of Subdivision Maps, at Page 25) filed in the office of the Nevada County Recorder,  
26 on December 28, 1979, in Book 17 of Parcel Maps, at Page 38.

27  
28 Parcels A through N inclusive and Parcels U and V, as shown on the Official Map of  
29 Tahoe Donner Unit 3, filed in the office of the Nevada County Recorder, on August 11,  
30 1971, in Book 4 of Subdivision Maps at Page 25.

31  
32 Lots 11, 12, 13, 14 and 15 of Tahoe Donner Unit 3, as shown on the Official Map  
33 thereof, filed in the office of the Nevada County Recorder, on August 11, 1971, in Book  
34 4 of Subdivision Maps, at Page 25.

35  
36 "Alder Creek Picnic Area" Parcels 1 and 2 as described in the deed recorded in the  
37 office of the Nevada County Recorder on November 24, 1975, as document No. 21094,  
38 in Book 767 at Page 637.

39  
40 UNIT 4: Parcels A through M, inclusive of Tahoe Donner Unit 4, as shown on the  
41 Official Map thereof, filed in the office of the Nevada County Recorder on November 23,  
42 1971, in Book 4 of Subdivision Maps, at Page 27.

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

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

8  
9 UNIT 7: Parcels A through K inclusive and Parcel L ("The Campground") located within  
10 Tahoe Donner Unit 7, as shown on the Official Map thereof, filed in the office of the  
11 Nevada County Recorder, on August 23, 1972, Book 4 of Subdivision Maps, at Page  
12 37.

13  
14 UNIT 8: parcels A through H inclusive, Parcels J through Y inclusive and lots 238 and  
15 239, located within Tahoe Donner Unit 7, as shown on the Official Map thereof, filed in  
16 the offices of the Nevada County Recorder on March 13, 1973, in Book 4 of  
17 Subdivision Maps, at Page 43.

18  
19 UNIT 9: Lots 339, 340 and 341 and Parcels B through F, inclusive, Parcels H through N  
20 inclusive, Parcel O, and Q through W, inclusive, located within Tahoe Donner Unit 9, as  
21 shown on the Official Map thereof, filed in the office of the Nevada County Recorder on  
22 September 7, 1973, in Book 4 of Subdivision Maps, at Page 57.

23  
24 UNIT 10: Parcel A, and Parcels C through K inclusive, located within Tahoe Donner  
25 Unit 10, as shown on the Official Map thereof, filed in the office of the Nevada County  
26 Recorder on July 5, 1973, in Book 4, of Subdivision Maps, at Page 55.

27  
28 UNIT 11: Parcels A through K inclusive and Parcel J located within Tahoe Donner Unit 11,  
29 as shown on the Official Map thereof, filed in the Office of the Nevada County Recorder on  
30 January 3, 1973, in Book 4 of Subdivision Maps, at Page 41.

31  
32 C. Other Association Real Property:

33  
34 "2,000 Acres", Parcels 1 and 2 as described in the deed recorded with the Nevada  
35 County Recorder on July 7, 1982, series No. 82-15361  
36 (A.P.N.: 16-060-12; 16-060-14; 16-060-15; 16-060-16; 17-020-05; 17-020-06; and 17-  
37 020-27)

38  
39 All the real property as described in the deed recorded in the Office of the Nevada  
40 County Recorder on February 17, 2012, Document No. 20120004305.  
41 (A.P.N.: 16-060-22 and 16-060-13, Euer Grant)

42  
43 All the real property as described in the deed recorded in the Office of the Nevada  
44 County Recorder on October 25, 2011, Document No. 20110025265.  
45 (A.P.N.: 16-060-20 and 16-060-23, Euer Grant)



1  
2 All the real property as described in the deed recorded in the Office of the Nevada  
3 County Recorder on February 16, 2012, Document No. 20120004255.  
4 (A.P.N.: 17-020-34, Rosamond Grant)  
5  
6 Parcels One through Ten, inclusive, as described in the deed recorded in the Office of  
7 the Nevada County Recorder on June 4, 2010, Document No. 20100013062.  
8 (A.P.N.: 18-180-01, 02, 03; 18-200-02 thru 21; 18-210-02 thru 21; 18-220-02 thru 22;  
9 18-230-02 thru 22; 18-240-02 thru 19; 18-250-02 thru 19; 18-260-02 thru 09, 11 thru 15,  
10 20 and 22 thru 27; 18-270-02 thru 07, 09 thru 21 and 27; 18-280-02 thru 20, 22, 23 and  
11 27; 18-290-02 thru 02, 10 thru 25; 18-320-06 thru 07, 10 thru 12, 14 thru 16, 20 thru 24,  
12 26, 28, 31, 34 thru 37, 39, 40, 49, 50, 59, 60; 18-330-02, 03, 06, 08, 09, 10, 11, 13 thru  
13 16, 20, 26 thru 30 and 34; 18-382-21, Sinclair Grant)  
14  
15 Tract One Parcels I, II and III, and Tract Two, as described in the deed recorded in the  
16 Office of the Nevada County Recorder on May 12, 2016, Document No. 20160009902.  
17 (A.P.N.: 16-060-02-000; 16-060-18-000; 16-060-17-000, Crabtree Canyon)  
18  
19 Parcels One and Two, as described in the deed recorded in the Office of the Nevada  
20 County Recorder on June 3, 2011, Document No. 20110013213.  
21 (A.P.N.: 18-101-10, McGlasham Springs)  
22

# MEMBER DRAFT 1/24/2017

RECORDING REQUESTED BY  
AND  
WHEN RECORDED MAIL TO:

TAHOE DONNER ASSOCIATION  
c/o

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

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

### NOTICE

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

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TAHOE DONNER ASSOCIATION

MEMBER DRAFT 1/24/2017

AMENDED AND RESTATED  
DECLARATION

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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 17<sup>th</sup> 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.

- 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**

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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**

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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           6.10.4   No Outside Feeding of Animals. There shall be no feeding of ducks,  
2                           geese, deer, or any other non-domesticated animals within the  
3                           Development. In order to control feral cats, raccoons, vermin, and  
4                           other stray animals within the Development, no animal food shall be  
5                           kept or placed outside anywhere within the Development, except for  
6                           approved bird feeders. Pet feeding stations may not be kept in a  
7                           garage if the garage door is left open permitting animals to access the  
8                           feeding station.
- 9
- 10           6.10.5   Responsibility for Pets. The owner of each pet shall be responsible for  
11                           immediately removing and disposing of any waste introduced to any  
12                           portion of the Development by such pet. Owners, their tenants, and  
13                           guests shall prevent their pets from soiling any portion of the Common  
14                           Area and shall immediately clean up any mess left by their pet.
- 15
- 16           6.10.6   Indemnification Regarding Pets. Each Owner, Resident, and any  
17                           person bringing or keeping an animal within the Development shall be  
18                           absolutely liable to the Association and all other persons for any injury  
19                           or damage to persons or property caused by the animal brought upon  
20                           or kept upon the Development by such person or by members of his or  
21                           her household, tenants, invitees, or guests. To the fullest extent  
22                           permitted by law, each Owner agrees to and shall indemnify and  
23                           defend the Association, its officers, directors, employees, and agents  
24                           and shall hold them harmless from and against any cost, loss, claim, or  
25                           damages of any kind, arising out of or resulting from the presence or  
26                           conduct of any animal brought upon or kept within the Development by  
27                           the Owner, members of his or her household, tenants, invitees, or  
28                           guests including but not limited to attorney fees, any claims for  
29                           consequential damages, and any claims arising or alleged to arise out  
30                           of the enforcement or nonenforcement by the Association of the  
31                           Governing Documents, including but not limited to the restrictions on  
32                           animals contained in this **Section 6.10**. Any amounts owed pursuant to  
33                           this **Section 6.10.6** may be assessed as a Reimbursement  
34                           Assessment.
- 35
- 36           6.10.7   Removal of Nuisance Pets. The Association shall have the right to  
37                           prohibit the keeping of any animal which, after the responsible Owner  
38                           or Resident has an opportunity for a hearing called by the Board  
39                           pursuant to **Section 14.12** (“Hearing Called by the Board; Executive  
40                           Session; Open Meeting”), is found by the Board to be a nuisance.
- 41
- 42           6.10.8   Pet Rules. The Board may adopt and enforce pet Rules in addition to  
43                           the provisions of this **Section 6.10**, including Rules pertaining to the  
44                           number and size of pets.
- 45

1           6.10.9   Horses. Horses shall only be permitted within those portions of the  
2                           Common Area designated for equestrian use.  
3

4   6.11   Restriction on Businesses Conducted Within a Separate Interest.  
5

6           6.11.1   Types of Businesses Allowed. No business of any kind shall be  
7                           established, maintained, operated, permitted, or conducted within a  
8                           Separate Interest except: (i) professional, administrative, or clerical  
9                           activity as may be permitted by applicable governmental ordinances  
10                          without the requirement of a conditional use permit but only if such  
11                          activity does not entail the presence of employees, patrons, clients, or  
12                          vendors except on an infrequent basis; does not require storage of  
13                          large amounts of bulky goods or inventory; there is no external  
14                          evidence of such activity including but not limited to a significant  
15                          increase in traffic within the Development; the activity complies with all  
16                          applicable governmental ordinances; and the activity is merely  
17                          incidental to the use of the Separate Interest for residential purposes  
18                          and (ii) certain care facilities that, by law, cannot be prohibited within  
19                          the Development.  
20

21          6.11.2   Indemnification Regarding Business Activity. To the fullest extent  
22                          permitted by law, every Owner or Resident who conducts or engages  
23                          in any business, commercial endeavor, or profession within the  
24                          Development, or whose tenant does so, agrees to and shall indemnify  
25                          and defend the Association, its officers, directors, employees, and  
26                          agents and shall hold them harmless from and against any cost, loss,  
27                          claim, or damages of any kind, arising out of the conduct or presence  
28                          of such activity, including but not limited to attorney fees, any claims for  
29                          consequential damages, and any claims arising or alleged to arise out  
30                          of the enforcement or non-enforcement by the Association of the  
31                          Governing Documents, including but not limited to the restriction on  
32                          business contained in this **Section 6.11**. Any amounts owed pursuant  
33                          to this **Section 6.11.2** may be assessed as a Reimbursement  
34                          Assessment.  
35

36   6.12   Signs, Banners, Flags. Only the following types of signs, posters, banners, or  
37                          flags shall be displayed to the public view from any portion of the Development:  
38

- 39           (a)   Signs required by legal proceedings;  
40  
41           (b)   A noncommercial sign or poster no larger than nine (9) square feet in size  
42                          or a noncommercial flag or banner no larger than fifteen (15) square feet in  
43                          size, displayed upon a Lot or Dwelling, and limited to the fullest extent  
44                          permitted by *Civil Code* section 4710;  
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**

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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;
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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

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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	<del>7 Units/Lots</del>
15, 16, 17, 315, 316, 317	<del>7 Units/Lots</del>
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 (1<sup>st</sup>) 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  
23  
24

25 12.4.2 Other Provisions. If available and at a reasonable cost as determined  
26 by the Board, such liability insurance policy:

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

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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)

1  
2 All the real property as described in the deed recorded in the Office of the Nevada  
3 County Recorder on October 25, 2011, Document No. 20110025265.  
4 (A.P.N.: 16-060-20 and 16-060-23, Euer Grant)  
5  
6 All the real property as described in the deed recorded in the Office of the Nevada  
7 County Recorder on February 16, 2012, Document No. 20120004255.  
8 (A.P.N.: 17-020-34, Rosamond Grant)  
9  
10 Parcels One through Ten, inclusive, as described in the deed recorded in the Office of  
11 the Nevada County Recorder on June 4, 2010, Document No. 20100013062.  
12 (A.P.N.: 18-180-01, 02, 03; 18-200-02 thru 21; 18-210-02 thru 21; 18-220-02 thru 22;  
13 18-230-02 thru 22; 18-240-02 thru 19; 18-250-02 thru 19; 18-260-02 thru 09, 11 thru 15,  
14 20 and 22 thru 27; 18-270-02 thru 07, 09 thru 21 and 27; 18-280-02 thru 20, 22, 23 and  
15 27; 18-290-02 thru 02, 10 thru 25; 18-320-06 thru 07, 10 thru 12, 14 thru 16, 20 thru 24,  
16 26, 28, 31, 34 thru 37, 39, 40, 49, 50, 59, 60; 18-330-02, 03, 06, 08, 09, 10, 11, 13 thru  
17 16, 20, 26 thru 30 and 34; 18-382-21, Sinclair Grant)  
18  
19 Tract One Parcels I, II and III, and Tract Two, as described in the deed recorded in the  
20 Office of the Nevada County Recorder on May 12, 2016, Document No. 20160009902.  
21 (A.P.N.: 16-060-02-000; 16-060-18-000; 16-060-17-000, Crabtree Canyon)  
22  
23 Parcels One and Two, as described in the deed recorded in the Office of the Nevada  
24 County Recorder on June 3, 2011, Document No. 20110013213.  
25 (A.P.N.: 18-101-10, McGlasham Springs)  
26

**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  
5  
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)



1  
2 **EXHIBIT E**  
3

4 **(Section 1.57)**  
5

6 List of Subdivisions Maps  
7

8  
9 Map of Tahoe Donner Unit 1, filed in the office of the Nevada County Recorder on April  
10 13, 1971 in Book 4 of Subdivisions Maps, Page 21.  
11

12 Map of Tahoe Donner Unit 2, filed in the office of the Nevada County Recorder on May  
13 26, 1971 in Book 4 of Subdivision Maps, at Page 23.  
14

15 Map of Tahoe Donner Unit 3, filed in the office of the Nevada County Recorder on August  
16 11, 1971, in Book 4 of Subdivision Maps, at Page 25. Lots 28, 29, 65, 66 and 79 are  
17 commercial lots.  
18

19 Map of Tahoe Donner Unit 4, filed in the Office of the Nevada County Recorder on  
20 November 23, 1971, in Book 4 of Subdivision Maps, at Page 27.  
21

22 Map of Tahoe Donner Unit 5, filed in the office of the Nevada County Recorder on  
23 August 23, 1972, in Book 4 of Subdivision Maps, at Page 36.  
24

25 Map of Tahoe Donner Unit 6, filed in the office of the Nevada County Recorder, on May  
26 10, 1972, in Book 4 of Subdivision Maps, at Page 34.  
27

28 Map of Tahoe Donner Unit 7, filed in the office of the Nevada County Recorder, on  
29 August 23, 1972, Book 4 of Subdivision Maps, at Page 37.  
30

31 Map of Tahoe Donner Unit 8, filed in the office of the Nevada County Recorder, on  
32 March 13, 1973, in Book 4 of Subdivision Maps, at Page 43.  
33

34 Map of Tahoe Donner Unit 9, filed in the office of the Nevada County Recorder on  
35 September 7, 1973, in Book 4 of Subdivision Maps, at Page 57.  
36

37 Map of Tahoe Donner Unit 10, filed in the office of the Nevada County Recorder on July 5,  
38 1973, in Book 4 of Subdivision Maps, at Page 55.  
39

40 Map of Tahoe Donner Unit 11, filed in the office of the Nevada County Recorder, on  
41 January 3, 1973, in Book 4 of Subdivision Maps, at Page 41.  
42

43 "TAHOE DONNER SKI BOWL CONDOMINIUMS", and the "TAHOE DONNER LODGE  
44 CONDOMINIUMS", all real property lying within the unincorporated territory of Nevada  
45 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.

**MEMBER DRAFT 1/24/2017**

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**AMENDED AND RESTATED BYLAWS OF  
TAHOE DONNER ASSOCIATION**

**NOTICE**

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

# MEMBER DRAFT 1/24/2017

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# MEMBER DRAFT 1/24/2017

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## AMENDED AND RESTATED BYLAWS OF TAHOE DONNER ASSOCIATION

### ARTICLE 1 ORGANIZATION

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- 1.1 Name and Location. The name of the corporation is TAHOE DONNER ASSOCIATION, which is hereinafter referred to as the "Association." The principal office of the Association shall be located in Nevada County, California, or at such other place reasonably convenient to the Development as the Board of Directors may from time to time establish.
- 1.2 Purpose. The purpose of the Association shall be as set forth in its Articles of Incorporation.
- 1.3 Successor Entity. In the event the Association as a corporate entity is dissolved, a nonprofit unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of the Association. The affairs of such unincorporated association will be governed by the laws of the State of California, and to the extent consistent therewith, by the Declaration, the Articles, and these Bylaws as if they were created for the purpose of governing the affairs of an unincorporated association.

### ARTICLE 2 DEFINITIONS

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Any capitalized terms that are not defined below shall have the meaning set forth in Article 1 of the Declaration ("Definitions").

- 2.1 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures including, but not limited to, interest, late charges, attorney fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments.
- 2.2 Articles. "Articles" shall mean the Amended and Restated Articles of Incorporation of Tahoe Donner Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.
- 2.3 Assessments. "Assessments," "Regular Assessments," "Special Assessments," "Reimbursement Assessments," and "Enforcement Assessments" shall have the meanings defined for those terms in the Declaration.

- 1 2.4 Association. “Association” shall mean Tahoe Donner Association, a California  
2 nonprofit mutual benefit corporation, its successors and assigns.  
3
- 4 2.5 Board of Directors. “Board of Directors” or “Board” shall mean the governing  
5 body of the Association.  
6
- 7 2.6 Bylaws. “Bylaws” shall mean the Amended and Restated Bylaws of the  
8 Association as they shall be duly adopted by the Board of Directors and the  
9 Members and any duly-adopted amendments thereof.  
10
- 11 2.7 Civil Code. “*Civil Code*” shall mean the California *Civil Code* as amended from  
12 time to time.  
13
- 14 2.8 Commercial Lot. “Commercial Lot” shall mean a Lot within the Development  
15 zoned for commercial purposes. When any provision of this Declaration is  
16 intended to apply only to a Commercial Lot, that term is used.  
17
- 18 2.9 Committee of the Board. “Committee of the Board” shall mean a committee  
19 consisting only of directors as described in *Corporations Code* section 7212.  
20
- 21 2.10 Common Area. “Common Area” shall mean all real property owned or held by  
22 the Association from time to time for the common use and enjoyment of the  
23 Owners and Residents of the Development and the Common Facilities.  
24
- 25 2.11 Common Facilities. “Common Facilities” shall mean (i) all recreational facilities  
26 located within the Common Area, and (ii) the main clubhouse and recreational  
27 building, maintenance building, and other facilities constructed or installed or to  
28 be constructed or installed, or currently located within the Common Area.  
29
- 30 2.12 Condominium Lot. “Condominium Lot” shall mean any Lot intended to be used  
31 for multi-family residential purposes, including any Lot developed as a  
32 Condominium Project or an apartment project. When any provision of this  
33 Declaration is intended to apply only to Condominium Lots that term is used.  
34
- 35 2.13 Condominium Maps. “Condominium Maps” or “Plans” shall mean a recorded plat  
36 map or condominium plan which identifies the Condominium Project and  
37 Condominium Common Area and each Separate Interest in the Condominium  
38 Project. The Condominium Maps are listed in **Exhibit C**, attached to the  
39 Amended and Restated Declaration of Covenants, Conditions and Restrictions  
40 and incorporated herein by this reference.  
41
- 42 2.14 Condominium Project. “Condominium Project” shall mean any one (1) of the  
43 Condominium Projects or apartment projects located within the Development.  
44 On the day of the recording of the Amended and Restated Declaration of  
45 Covenants, Conditions and Restrictions, there are one hundred eleven (111)  
46 Condominium Projects within the Development. The Condominium Projects

1 subject to said Declaration and a Supplemental Declaration are identified in  
2 **Exhibit D** attached to the Amended and Restated Declaration of Covenants,  
3 Conditions and Restrictions and incorporated herein by this reference.  
4

5 2.15 Contract Purchaser / Contract Seller. “Contract Purchaser” and “Contract Seller”  
6 shall mean the purchaser and the seller, respectively, under an installment land  
7 contract in which title to the property is transferred after the final installment  
8 payment is made.  
9

10 2.16 Corporations Code. “*Corporations Code*” shall mean the California *Corporations*  
11 *Code* as amended from time to time.  
12

13 2.17 Declaration. “Declaration” shall mean the Amended and Restated Declaration of  
14 Covenants, Conditions and Restrictions of Tahoe Donner Association, recorded  
15 in the Office of the County Recorder of Nevada County, California, and any duly-  
16 recorded amendments thereof.  
17

18 2.18 Delivery, When Effective. As provided for in *Civil Code* section 4050: (i) if notice  
19 is sent by United States mail, such notice shall be deemed delivered upon  
20 deposit in the United States mail, postage prepaid; (ii) if such notice is sent by  
21 electronic means, delivery is complete at the time of the transmission.  
22

23 2.19 Development. “Development” shall mean all the real property described in the  
24 Declaration as comprising the Tahoe Donner planned development and any  
25 additional real property as may hereafter be brought within the jurisdiction of the  
26 Association.  
27

28 2.20 General Delivery / General Notice. “General Delivery” or “General Notice” shall  
29 mean delivery to a Member or Members by one or more of the following  
30 methods, as provided in *Civil Code* section 4045:  
31

32 (a) By any method provided for delivery of an Individual Notice pursuant to  
33 *Civil Code* section 4040 which includes but is not limited to first-class mail  
34 or Express Mail or by overnight delivery by an express service carrier,  
35

36 (b) By inclusion in a billing statement, newsletter, or other document that is  
37 delivered by General Delivery,  
38

39 (c) By posting a printed document in a prominent location that is accessible to  
40 all Members, if the location has been designated for the posting of  
41 General Notices by the Association in the annual policy statement,  
42 prepared pursuant to *Civil Code* section 5310,  
43

44 (d) If the Association broadcasts television programming for the purpose of  
45 distributing information on Association business to its Members, by  
46 inclusion in the Association broadcast television programming.

1  
2 Notwithstanding the foregoing, if a Member has requested to receive General  
3 Notices by Individual Delivery, then all “General Notices” to that Member shall be  
4 delivered by “Individual Delivery.”  
5

6 2.21 Governing Documents. “Governing Documents” shall mean the Articles, Bylaws,  
7 Declaration, and Rules.  
8

9 2.22 Individual Delivery / Individual Notice. “Individual Delivery” or “Individual Notice”  
10 shall mean delivery to a Member or Members by one (1) of the following  
11 methods, as provided in *Civil Code* section 4040:  
12

13 (a) By first-class mail with postage prepaid, registered or certified mail,  
14 express mail, or overnight delivery by an express service carrier,  
15 addressed to the recipient at such recipient’s address last shown on the  
16 books of the Association, or  
17

18 (b) By email, facsimile, or other electronic means if the recipient has  
19 consented in writing to that method of delivery. The consent may be  
20 revoked, in writing, by the recipient. Delivery by electronic transmission  
21 must also comply with *Corporations Code* sections 20 and 21. Among  
22 other things, Section 20 of the *Corporations Code* requires the Association  
23 to obtain consent from the person to whom the document is transmitted to  
24 receive it by means of electronic transmission as well as other technical  
25 requirements.  
26

27 2.23 Lot. “Lot” shall mean any plot of land shown upon any of the Subdivision Maps  
28 with the exception of the Common Area. There are Commercial Lots, Residential  
29 Lots, and Condominium Lots (containing apartment or condominium Units).  
30 There are five thousand, nine hundred thirty (5,930) Lots in the Development.  
31

32 2.24 Majority of a Quorum. “Majority of a Quorum” shall mean a majority of the votes  
33 cast in any lawful vote or election by the Members in which the number of ballots  
34 cast equals or exceeds the number required to establish a quorum as provided in  
35 Section 4.6 (“Quorum Requirements”).  
36

37 2.25 Member. “Member” shall mean an Owner of a Residential Lot or of a  
38 Condominium Lot. The term Member shall include members of the Member’s  
39 family. Owners of Commercial Lots are not Members of the Association.  
40

41 2.26 Member in Good Standing. “Member in Good Standing” shall mean a Member of  
42 the Association who is current in the payment of all Assessments and Additional  
43 Charges imposed in accordance with the Governing Documents and who is in  
44 compliance with all of the provisions of the Governing Documents. A Member  
45 shall be deemed to be in Good Standing unless, after notice and an opportunity  
46 for hearing, pursuant to Article 14 of the Declaration (“Enforcement; Notice;

Hearings”), the Board has found the Member to be not in Good Standing and has so notified the Member in accordance with *Civil Code* section 5855.

2.27 Other Association Property. “Other Association Property” shall mean those parcels of real property now owned or hereafter acquired by the Association which are not dedicated as Common Area. The real property comprising Other Association Property as of the date of recording of the Amended and Restated Declaration of Covenants, Conditions and Restrictions are listed in **Exhibit E** thereof and incorporated herein by this reference.

2.28 Owner. “Owner” shall mean the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot (but not an owner of a Commercial Lot) or Unit, including Contract Sellers but excluding Contract Purchasers, and excluding those persons having such interest merely as security for the performance of an obligation.

2.29 Resident. “Resident” shall mean any person who resides on a Lot or in a Unit within the Development whether or not such person is an Owner.

2.30 Residential Lot. “Residential Lot” shall mean any Lot located within the Development and intended to be improved with a single-family, detached residential structure. When any provision of the Declaration is intended to apply only to a Residential Lot, that term is used.

2.31 Rules. “Rules” shall mean the policies, rules, and regulations governing the administration, management, operation, use, and occupancy of the Development, including the use of the Common Area and facilities, the personal conduct of Members and Residents, members of their household, pets, tenants, invitees, and guests within the Development, enforcement of the Governing Documents, and any other matter that is within the jurisdiction of the Association, as adopted, published, or amended by the Board from time to time and subject to applicable law including *Civil Code* section 4340 and following.

2.32 Separate Interest. Separate Interest shall mean a separately owned Residential Lot or a separately owned Unit within a Condominium Project, but not a Commercial Lot.

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

2.34 Town. “Town” shall mean the Town of Truckee.

2.35 Unit. “Unit” shall mean the elements of a Condominium that are not owned in common with the Owners of other Condominiums within the Condominium

1 Project, which Units are shown as separately designated and numbered areas on  
2 the Condominium Maps or Plans. The boundaries of each Unit and any  
3 appurtenances thereto, along with what is included within each Unit, are  
4 described on the respective Condominium Plans or Maps for the Condominium  
5 Projects. On the day of the recording of the Amended and Restated Declaration  
6 of Covenants, Conditions and Restriction, there are six hundred sixty-eight (668)  
7 Units in the Project.  
8  
9

### 10 **ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS**

---

11  
12 3.1 Membership Appurtenant to Residential Lot and Unit Ownership. Membership in  
13 the Association shall include, and shall be limited to, all Owners of a Separate  
14 Interest located within the Development. Commercial Lots and not Separate  
15 Interests and Owners of Commercial Lots are not Members of the Association  
16 and shall have none of the rights, preferences, and privileges of the Members.  
17 Ownership of a Separate Interest is the sole qualification to be a Member.  
18 Membership shall be appurtenant to and may not be separated from ownership  
19 of the Separate Interest. Upon becoming the Owner of a Separate Interest each  
20 Owner shall automatically be a Member of the Association and shall remain a  
21 Member until such time as his or her or its ownership of the Separate Interest  
22 ceases for any reason. Membership in the Association shall not be transferred,  
23 encumbered, pledged, alienated, or hypothecated in any way, except upon the  
24 transfer or encumbrance of the Separate Interest to which it is appurtenant and  
25 then only to the transferee or mortgagee, as the case may be, of such Separate  
26 Interest. Any attempt to make a prohibited transfer is void. Upon any transfer of  
27 title to a Separate Interest, including a transfer upon the death of an Owner,  
28 membership in the Association shall pass automatically to the transferee.  
29

30 3.2 Owner's Address for Notice. It shall be each Owner's responsibility to notify the  
31 Association in writing of any change in the Owner's address for the purpose of  
32 receiving notices from the Association. The fact that a different address appears  
33 on correspondence to the Association from an Owner shall not constitute such  
34 written notice, unless it is expressly stated in writing that such address is a  
35 change of address for the purpose of receiving notice from the Association.  
36

37 3.3 Notice of Transfer of Title. Upon transfer of title to a Separate Interest, the  
38 transferee shall be responsible for notifying the Association of such transfer. The  
39 notification shall set forth the address of the Separate Interest, the names of the  
40 transferee and the transferor, and the date of sale or other transfer. Prior to  
41 receipt of such notification, any and all communications required or permitted to  
42 be given by the Association or the Board to the Separate Interest Owner shall be  
43 deemed to be duly made and given to the transferee if duly and timely made and  
44 given to the person shown as the Owner of Separate Interest and at the address  
45 in the Association's records.  
46

1 3.4 Proof of Membership. No person shall exercise the rights of a Member until  
2 satisfactory proof of membership has been furnished to the Association. Such  
3 proof may consist of either a copy of a duly-executed and acknowledged grant  
4 deed or a copy of a title insurance policy showing that the person is an Owner as  
5 defined in Section 2.28 ("Owner") of a Separate Interest. Such deed or policy  
6 shall be deemed conclusive proof of ownership in the absence of a conflicting  
7 claim based on a later deed or policy.

8  
9 3.5 Voting Rights; Joint Owners.

10  
11 3.5.1 One Vote Per Lot or Unit. Only Members in Good Standing shall be  
12 entitled to vote on any issue or matter presented to the Members for  
13 approval or membership vote. Members in Good Standing shall be  
14 entitled to cast one (1) vote for each Residential Lot or Unit owned.

15  
16 3.5.2 Joint Owners. In the event more than one (1) person owns a given  
17 Separate Interest, the vote for such Separate Interest shall be  
18 exercised as the Owners among themselves shall determine, but in no  
19 event shall more than one (1) vote be cast with respect to any  
20 Separate Interest. If the joint Owners of a Separate Interest are unable  
21 to agree among themselves as to how their vote is to be cast, they  
22 shall lose their right to vote on the matter in question. If any joint  
23 Owner of a Separate Interest casts a vote representing a certain  
24 Residential Lot or Unit, it will thereafter be conclusively presumed for  
25 all purposes that such Owner was acting with the authority and  
26 consent of the other Owners of that Separate Interest.

27  
28 3.5.3 Trusts, Corporations, Other Entities. In the case of an Owner that is a  
29 corporate trustee or is not a natural person (such as a corporation or  
30 other entity), the vote of such Owner may be cast by any authorized  
31 representative of the Owner designated by notice in writing to the  
32 Association.

33  
34 3.5.4 Conservator, Guardian, Parent of Minor, Executor. The power to cast  
35 a particular Member's vote may be exercised by (i) the Member's  
36 conservator, (ii) the guardian of the Member's estate, (iii) the parent(s)  
37 entitled to custody of a Member if the Member is a minor, or (iv) the  
38 executor or administrator of a deceased Member's estate if the  
39 Member's interest in the Separate Interest is subject to administration  
40 in his or her estate.

41  
42 3.6 Record Date for Voting. Consistent with *Corporations Code* section 7611(c), the  
43 Board may fix a date not more than sixty (60) days before the date of any mailing  
44 or delivery of ballots as the record date for determining Members entitled to vote  
45 and only Members in Good Standing as shown in the records of the Association  
46 as of the record date for voting shall be entitled to vote in such vote or election. If



1 no record date for voting is set by the Board, Members in Good Standing on the  
2 day of the mailing or delivery of ballots shall be entitled to vote in such vote or  
3 election.  
4  
5

## 6 **ARTICLE 4 VOTING BY MEMBERS**

---

7  
8 4.1 Voting by Members; Members' Request for Vote. Any vote on any matter  
9 specified in *Civil Code* section 5100(a), which at the time these Bylaws were  
10 adopted include: (i) elections regarding assessments legally requiring a vote, (ii)  
11 election and removal of directors, (iii) amendments to the governing documents,  
12 or (iv) the grant of exclusive use of common area pursuant to *Civil Code* section  
13 4600 and any vote pursuant to a written request of Members as described in  
14 *Corporations Code* section 7510(e) shall be by "secret ballot" pursuant to *Civil*  
15 *Code* sections 5100 through 5145. The deadline for returning a secret ballot  
16 shall be at least thirty (30) days. Any membership vote on any other matter may  
17 be by written ballot, as described in *Corporations Code* section 7513, and the  
18 deadline for returning a written ballot shall be a reasonable time, which may be  
19 less than thirty (30) days from the date of mailing.  
20

21 4.2 Proxies Are Prohibited. Use of proxies in connection with membership votes or  
22 membership meetings is expressly prohibited. "Proxy" shall mean a written  
23 authorization signed by a Member or a Member's attorney-in-fact giving another  
24 person or persons power to vote for such Member, as defined in *Corporations*  
25 *Code* section 5069, other than a designated authorized representative casting a  
26 vote pursuant to **Section 3.5.3** ("Trusts, Corporations, Other Entities"), above.  
27

28 4.3 Inspector(s) of Election. To the extent required pursuant to *Civil Code* section  
29 5110, prior to any election or vote by the Members, the Board shall appoint one  
30 (1) or three (3) inspectors of election, whose powers and duties shall be as set  
31 forth in such statute.  
32

33 4.4 Voting and Election Rules. The Board shall adopt Rules governing membership  
34 voting and elections of directors in conformity with *Civil Code* section 5105(a).  
35

36 4.5 Open Forums. Notwithstanding the provisions of **Section 4.1** ("Voting by  
37 Members; Members' Request for Vote"), the Board shall be entitled to call  
38 informal meetings of the Members, to be known as open forums, for the purpose  
39 of discussing problems common to Members residing in one particular area  
40 within the Project property or problems common to all Members. Open forums  
41 shall be called on notice delivered to all interested Members. The notice shall set  
42 forth the date, time, and place of the open forum and the general nature of each  
43 item to be discussed. The Members may discuss at an open forum any topic that  
44 has been noticed, but no formal action of the Members may be taken; however,  
45 reports and other informational presentations may be made. Actions requiring a

1 vote of Members are reserved to Member votes conducted pursuant to **Section**  
2 **4.1**.

3  
4 4.6 Quorum Requirements. The number of ballots that must be cast in order to  
5 establish a quorum shall be as follows:

6  
7 4.6.1 Election of Directors. In any election of one (1) or more directors, the  
8 number of the valid ballots received shall constitute a quorum.

9  
10 4.6.2 Assessment Votes. To the extent required by *Civil Code* section 5605,  
11 notwithstanding any other provision in the Governing Documents, for  
12 purposes of voting on a Special Assessment or an increase in the  
13 Regular Assessment that by law must be approved by the Members, a  
14 quorum shall mean more than fifty percent (50%) of the Members (as  
15 distinguished from percentage of the Total Voting Power), or such  
16 other quorum requirement as may be specified by law.

17  
18 4.6.3 Amending the Declaration. In any vote to amend the Declaration, a  
19 quorum shall mean more than fifty percent (50%) of the Total Voting  
20 Power as provided in **Section 15.1 of the Declaration** ("Required  
21 Approval").

22  
23 4.6.4 All Other Member Votes. For any other vote or election by the  
24 Members, a quorum shall mean twenty-five percent (25%) of the Total  
25 Voting Power.

26  
27 4.6.5 Meetings to Count Ballots. There shall be no quorum requirement for  
28 Member attendance at any meeting of the Members held for the  
29 purpose of tabulating ballots pursuant to *Civil Code* section 5120(a)  
30 and no voting by the Members other than the tabulation of ballots by  
31 the inspector(s) of election shall be conducted at any such meeting.

32  
33 4.7 Act of Members Requires Majority of a Quorum. Except where the Governing  
34 Documents specify a higher percentage of a quorum or require a specified  
35 percentage of the Total Voting Power of the Members for any action that may be  
36 taken by the Members, the affirmative vote of a Majority of a Quorum of the  
37 Members shall constitute the action of the Members.

38  
39 4.8 Results of Membership Votes. To the extent required by *Civil Code* section  
40 5120(b), the Board shall within fifteen (15) days of an election give General  
41 Notice of the tabulated results to all the Members. To the extent required by  
42 *Corporations Code* section 8325, for a period of sixty (60) days following the  
43 conclusion of any membership vote (or, if applicable, an annual, regular, or  
44 special meeting of Members), a Member shall, upon written request, be informed  
45 forthwith of the result of any particular vote of the Members, including the number  
46 of memberships voting for, the number of memberships voting against, and the

1 number of memberships abstaining or withheld from voting. If the matter voted  
2 on was the election of directors, the Association shall report the number of votes  
3 cast for each nominee for director.  
4

5 4.9 Meetings of Members. To the extent any vote or election by the Members is  
6 required by law to be conducted at a meeting of the Members, the provisions of  
7 the *Corporations Code*, including *Corporations Code* sections 7510 and 7511,  
8 that would otherwise apply shall apply; any such meeting of Members shall be  
9 conducted in accordance with a recognized system of parliamentary procedure  
10 or such parliamentary procedures as the Association may adopt; and to the  
11 extent required pursuant to *Civil Code* sections 4925(b) and 5000(b), a  
12 reasonable time limit for all Members to speak at a meeting of the Members shall  
13 be established by the Board.  
14

15 4.10 Place of Member Meetings. Meetings of the Members shall be held at a location  
16 within the Development, or the Board may designate by resolution a convenient  
17 place located as close as reasonably practicable to the Development.  
18

19 4.11 Special Meetings of Members. Special meetings of the Members shall be held in  
20 response to a request by the Board President, or by any two Members of the  
21 Board, or by vote of a majority of the Board, or upon written request of Members  
22 representing five percent (5%) of the Total Voting Power of the Members.  
23

24 4.12 Notice of Member Meetings. Written notice of Member meetings shall be given  
25 to each Member by Individual Delivery at least ten (10) days but not more than  
26 ninety (90) days before such meeting; *except that*, in the case of a special  
27 meeting called pursuant to written request of Members, notice of such special  
28 meeting shall be given to Members by Individual Delivery within twenty (20) days  
29 after receipt of a written request by the Board, and the date for such special  
30 meeting shall be not less than thirty-five (35) days nor later than ninety (90) days  
31 after the date of the Board's receipt of the written request. The notice shall state  
32 the date, time and place of the meeting, and in the case of a special meeting,  
33 shall state the purpose for the meeting.  
34

35  
36 **ARTICLE 5 BOARD OF DIRECTORS: NOMINATION, SELECTION, TERM**  
37 **OF OFFICE, REMOVAL**  
38

---

39 5.1 Number of Directors. The affairs of this Association shall be managed by or  
40 under the direction of, and the corporate powers shall be exercised by, a Board  
41 of Directors. The authorized number of directors shall be five (5).  
42

43 5.2 Annual Election of Directors. Directors shall be elected annually in the month of  
44 June.  
45

1 5.3 Qualification of Directors. Only persons who satisfy all of the following  
2 qualifications shall be eligible to be elected to or serve on the Board: (i) is a  
3 Member in Good Standing or in the case of a Member in Good Standing that is  
4 not a natural person (such as a corporation or other entity), an officer, director,  
5 principal, or authorized representative of the entity, (ii) is over eighteen (18) years  
6 of age, (iii) has not been found by a court of competent jurisdiction to be of  
7 unsound mind, (iv) has not been convicted of a felony, and (v) owns not less than  
8 a twenty-five percent (25%) interest in a Separate Interest. Co-Owners of one  
9 (1) or more Lots or Units may not serve on the Board at the same time. No  
10 employee of Tahoe Donner shall be eligible to serve on the Board.  
11

12 5.4 Nomination Procedures. Nominations of candidates for election to the Board of  
13 Directors may be made by an Election Committee (hereinafter, "Election  
14 Committee") or by self-nomination, as follows:  
15

16 5.4.1 By Election Committee. Prior to any election of directors, the Board  
17 shall appoint an Election Committee to nominate candidates for  
18 election to the Board. The Election Committee may nominate as many  
19 candidates for election to the Board as it shall in its discretion  
20 determine, but shall endeavor to nominate not less than the number of  
21 positions on the Board that are to be filled in the election. All  
22 nominations shall be made from among persons who satisfy the  
23 qualifications set forth in **Section 5.3** ("Qualification of Directors") and  
24 shall be made prior to the deadline for nominations.  
25

26 5.4.2 By Self-Nomination. Any Member who satisfies the qualifications set  
27 forth in **Section 5.3** ("Qualification of Directors") may place his or her  
28 name in nomination for election to the Board by giving written notice to  
29 the Association. Notice of self-nomination must be received prior to  
30 the deadline for nominations.  
31

32 5.5 Deadline for Nominations. The deadline for nominations shall be set by the  
33 Board and shall be not less than five (5) and not more than forty-five (45) days  
34 prior to the date of the mailing or delivery of ballots for any election of directors.  
35

36 5.6 Publication of Deadline for Nominations. The date and time of the deadline for  
37 nominations shall be published at least fifteen (15) days in advance of the  
38 deadline in an Association newsletter, or if there is no such newsletter, notice  
39 shall be given in one (1) or more of the following manners: (i) by posting a notice  
40 in one (1) or more prominent places within the Development, (ii) by mailing or  
41 delivering a notice to each Lot and Unit, or (iii) by other means reasonably  
42 designed to provide actual notice to the Members.  
43

44 5.7 Election by Acclamation. If, as of the published deadline for nominations, the  
45 number of people nominated is not more than the number of directors to be  
46 elected, then the persons nominated and qualified to be elected shall, unless

1 election by acclamation is prohibited by law, be declared elected and shall take  
2 office at the first Board meeting following the deadline for nominations or, if later  
3 and an annual meeting is held, then at the first Board meeting after the annual  
4 meeting. Written notice of the election by acclamation shall be given to the  
5 Members.  
6

7 5.8 Notice of Known Candidate Names. The names of all persons known by the  
8 Board to be qualified candidates for election to the Board as of the published  
9 deadline for nominations shall be set forth on the ballot for election of directors.  
10

11 5.9 Candidate Night. Prior to the annual election, the Board shall conduct at least  
12 one (1) community meeting, at an appropriate location within or near the  
13 Development, so that all candidates may have an opportunity to address  
14 interested members (“candidates night”). Such event shall be held after the  
15 deadline for nominations has passed and at least ten (10) days prior to the  
16 annual meeting of Members.  
17

18 5.10 Voting for Directors; No Cumulative Voting Permitted; No Write-Ins. In all  
19 elections of directors, Members in Good Standing may cast, in respect to each  
20 position on the Board to be filled, one (1) vote for each Lot or Unit owned. The  
21 persons receiving the largest number of votes shall be elected. Cumulative  
22 voting (i.e., giving more than one vote to any candidate) shall not be permitted.  
23 Voting for write-in candidates (that is, voting for any person not nominated prior  
24 to the deadline for nominations) is not permitted.  
25

26 5.11 Tied Votes. In the case of a tied vote for one (1) or more positions on the Board,  
27 the candidates shall draw lots to determine the winner or winners.  
28

29 5.12 Election and Term of Office. In the annual election of directors, the Members  
30 shall, in successive years, elect two (2) directors, two (2) directors, and one (1)  
31 director, respectively, for terms of three (3) years each. Each director shall serve  
32 until the expiration of his or her term and thereafter until a successor is elected,  
33 or until the earlier disqualification, death, resignation, or removal of such director.  
34 No Owner may serve for more than two (2) elected consecutive terms of office.  
35 An Owner shall be deemed to have served for the full term for which he or she  
36 had been elected, regardless of how long the director actually serves. If a  
37 person is elected or appointed to fill a vacancy pursuant to Section 5.16 (“Filling  
38 Vacancies”) that partial term shall not be counted toward this limitation on  
39 consecutive terms of office.  
40

41 5.13 Removal of Directors by the Members. Consistent with *Corporations Code*  
42 section 7222, any director may be removed from the Board, with or without  
43 cause, by the vote of a Majority of a Quorum of the Members as set forth in  
44 Section 5.16.1.  
45

1 5.14 Reduction of Number of Directors. Any reduction of the authorized number of  
2 directors shall be subject to the provisions of *Corporations Code* section 7222(c).

3  
4 5.15 Vacancies, Resignation, Disqualification of Directors. A vacancy shall exist on  
5 the Board (i) in the event of the death, resignation, or removal (by the Members)  
6 of any director, (ii) in the event of a declaration of a vacancy by the Board as  
7 provided below in this **Section 5.15**, (iii) if the authorized number of directors is  
8 increased, or (iv) if the Members fail to elect the full authorized number of  
9 directors.

10  
11 5.15.1 Resignation. Any director may resign by giving written notice to the  
12 Board. The resignation shall be effective on the date specified in the  
13 notice. Unless otherwise provided in the notice, the acceptance of a  
14 resignation shall not be necessary to make it effective.

15  
16 5.15.2 Disqualification of a Director. As provided in *Corporations Code*  
17 section 7221(b), the Board of directors, by a majority vote of the  
18 directors who meet all of the qualifications for directors as set forth in  
19 **Section 5.3** (“Qualification of Directors”), may declare vacant the office  
20 of any director who fails or ceases to meet any required qualification  
21 that was in effect at the beginning of that director’s current term of  
22 office.

23  
24 5.15.3 Failure to Perform Duties. Pursuant to *Corporations Code* section  
25 7221(a), the Board, by vote of a majority of a quorum, may declare  
26 vacant the office of any director who: (i) fails within sixty (60) days  
27 after receiving notice of election to accept office, either in writing or by  
28 attending a meeting of the Board as a director, (ii) is absent from three  
29 (3) consecutive regularly scheduled meetings of the Board or three  
30 meetings of the Board in any one calendar year, or (iii) fails to maintain  
31 the confidentiality of the Board and/or otherwise breaches his or her  
32 fiduciary duty with respect to the performance of his or her obligations.

33  
34 5.16 Filling Vacancies.

35  
36 5.16.1 Removal by Members. Pursuant to *Corporations Code* section 7224,  
37 vacancies on the Board created by the removal of a director by the  
38 Members shall be filled by approval of the Members. A director  
39 elected by the Members to fill such a vacancy shall serve the  
40 remainder of the term of office of the director whom he or she replaces.

41  
42 5.16.2 Other Vacancies. Any vacancy occurring on the Board of Directors,  
43 except a vacancy created by the removal of a director by the Members,  
44 may be filled (i) by approval of the Board of Directors; or (ii) by a sole  
45 remaining director. If the Board accepts the resignation of a director  
46 tendered to take effect at a future time, the Board, including the

1 resigning director, may choose or, if the Board fails to act, the  
2 Members may elect, a successor to take office when the resignation  
3 becomes effective. The Members may elect a director at any time to  
4 fill any vacancy not filled by the directors. A director chosen by the  
5 Board in accordance with this **Section 5.16** to fill a vacancy shall serve  
6 the remainder of the term of office of the director whom he or she  
7 replaces.  
8

9 **5.17 Removal of Entire Board; Replacement Directors.** In the case of a vote by the  
10 Members to remove the entire Board of Directors, the incumbent directors shall  
11 not be removed from office unless and until one (1) or more replacement  
12 directors have been elected by the Members. If, in such election, the Members  
13 fail to elect the full number of replacement directors, the vacancies then existing  
14 on the Board may be filled by the elected replacement directors pursuant to  
15 clause (i) or clause (ii) of **Section 5.16** (“Filling Vacancies”). All of the directors  
16 replacing those removed by the Members shall serve until the next annual  
17 election of directors, at which time (i) five (5) directors shall be elected and the  
18 two (2) directors who receive the largest number of votes shall serve a three-year  
19 term and the two (2) directors who receive the next largest number of votes shall  
20 serve a two-year term and the other one (1) director shall serve a one-year term,  
21 in order to create staggered terms of office; or (ii) alternatively, if the number of  
22 qualified candidates for the next annual election is less than or equal to five (5),  
23 the directors shall be elected by acclamation pursuant to **Section 5.7** (“Election  
24 by Acclamation”) and shall draw lots to determine one-year or two-year terms to  
25 create staggered terms of office.  
26

27 **5.18 Directors’ Conflict of Interest.** As provided in *Civil Code* section 5350, no director  
28 or member of a committee shall be permitted to vote on matters of (i) discipline of  
29 the director or committee member, (ii) an assessment against the director or  
30 committee member for damage to the Common Area or facilities, (iii) a request,  
31 by the director or committee member, for a payment plan for overdue  
32 assessments, (iv) a decision whether to foreclose on a lien on the separate  
33 interest of the director or committee member, (v) review of a proposed physical  
34 change to the separate interest of the director or committee member, (vi) a grant  
35 of Exclusive Use Common Area to the director or committee member, and (vii) as  
36 provided in *Corporations Code* section 7233, any contact or other transaction in  
37 which a director or committee member has a material financial interest. As  
38 provided in *Corporations Code* section 7234, the interested director or committee  
39 member may be counted in determining the presence of a quorum at a meeting  
40 of the Board or of a committee.  
41

42 **5.18.1 Material Financial Interest.** A director shall be deemed to have a  
43 material financial interest in a decision if it is reasonably foreseeable  
44 that the decision will have a material financial effect, distinguishable  
45 from its effect on the Members generally, on (a) any business entity in  
46 which the Board member has a direct or indirect investment worth

1 more than One Thousand Dollars (\$1,000); (b) any interest in real  
2 property in which the Board member has direct or indirect interest  
3 worth more than \$1,000; (c) any source of income aggregating Two  
4 Hundred Fifty Dollars (\$250) or more in value provided to, received by,  
5 or promised to the Board member within twelve (12) months prior to  
6 the time when the decision is made; or (d) any business entity in which  
7 the Board member is a director, officer, partner, trustee, employee, or  
8 holds any management position.

9  
10 5.18.2 Distinguishable From the Members Generally. A material financial  
11 effect of a Board decision on a director's financial interest is  
12 distinguishable from its effect on the Members generally unless the  
13 decisions will affect the Board member's financial interest in  
14 substantially the same manner as it will affect all Members or a  
15 significant segment of the Tahoe Donner membership. An industry,  
16 trade or profession in which the Board member is a participant does  
17 not constitute a significant segment of the Membership.

18  
19 5.18.3 Materiality. Financial effects are material if they might interfere with a  
20 Board member's performance of his or her duties in an impartial  
21 manner and free from bias.

22  
23 5.18.4 Indirect Investment or Interest. An indirect investment or interest of a  
24 Board member means any investment or interest owned by the spouse  
25 of dependent child of the Board member, by an agent on behalf of the  
26 Board member or by a business entity or trust in which the Board  
27 member, his or her agents, spouse, and/or dependent children own  
28 directly, indirectly or beneficially, a ten percent (10%) or greater  
29 interest.

30  
31 5.18.5 Conflict of Interest Rules. The Board may adopt reasonable Rules,  
32 policies, procedures and forms to facilitate the disclosure of interested  
33 director transactions, further refine the application of this **Section 5.18**  
34 to specific transactions and to rule on the presence or absence of  
35 interested director transactions if such a determination is requested by  
36 a director in advance of the director's participation in what is, or may  
37 constitute an interested director transaction.

38  
39 5.19 No Compensation of Directors. No director shall receive compensation for any  
40 service he or she may render to the Association as a director. However, any  
41 director may be reimbursed for his or her expenses actually incurred in the  
42 performance of his or her duties pursuant to resolution of the Board. In order to  
43 promote circulation and visibility of the directors within the community to  
44 encourage director awareness of the condition of Association properties and  
45 concerns of Member users, Directors shall be entitled to reasonable Common  
46 Facility user privileges without the usual fees or charges.



1  
2 5.20 Directors' Standard of Care. As provided in *Corporations Code* section 7231, a  
3 director shall perform the duties of a director, including duties as a member of  
4 any Committee of the Board upon which the director may serve, in good faith, in  
5 a manner such director believes to be in the best interests of the corporation and  
6 with such care, including reasonable inquiry, as an ordinarily prudent person in a  
7 like position would use under similar circumstances.

8  
9 5.21 Limitation of Liability of Officers and Directors. No director, officer, committee  
10 member, employee, or other agent of the Association shall be liable to any  
11 Owner or any other person or entity, including the Association, for any damage,  
12 loss, or prejudice suffered or claimed on account of any act, omission, error, or  
13 negligence of any such person if such person acted in good faith and in a  
14 manner such person reasonably believed to be in the best interests of the  
15 Association.

16  
17  
18 **ARTICLE 6                    MEETINGS OF DIRECTORS**

---

19  
20 6.1 Definition of Meeting of the Board. As defined in *Civil Code* section 4090, a  
21 "meeting" of the Board shall mean either: (a) a congregation, at the same time  
22 and place, of a sufficient number of directors to establish a quorum of the Board,  
23 to hear, discuss, or deliberate upon any item of business that is within the  
24 authority of the Board or (b) a teleconference, where a sufficient number of  
25 directors to establish a quorum of the Board, in different locations, are connected  
26 by electronic means, through audio or video or both. The foregoing includes  
27 executive session meetings of the Board.

28  
29 6.2 Teleconference Meetings. A teleconference meeting shall be conducted in a  
30 manner that protects the rights of Members of the Association and otherwise  
31 complies with the requirements of the Davis-Stirling Common Interest  
32 Development Act (*Civil Code* section 4000 and following). Except for a meeting  
33 that will be held solely in executive session, the notice of the teleconference  
34 meeting shall identify at least one (1) physical location so that Members of the  
35 Association may attend, and at least one (1) director or a person designated by  
36 the Board shall be present at the location. Participation by directors in a  
37 teleconference meeting constitutes presence at that meeting as long as all  
38 directors participating are able to hear one another, as well as Members of the  
39 Association speaking on matters before the Board.

40  
41 6.3 Organizational Meeting. As soon as possible, but in any event within thirty (30)  
42 days, after each annual election of directors, the Board of Directors shall hold a  
43 meeting for the purpose of organization, appointment of officers, and transaction  
44 of other business, as appropriate.  
45

1 6.4 Regular Meetings of the Board. Regular meetings of the Board shall be held  
2 monthly upon proper notice which conforms to the provisions of **Section 6.7**  
3 (“Notice to Directors”) and **Section 6.8** (“Notice to Members; Agenda”), at the  
4 place, day, and time set forth in such notice. In the event the Board should  
5 determine that the business to be transacted by the Board does not reasonably  
6 justify monthly meetings, then regular meetings of the Board shall be held at  
7 such intervals as the Board may determine, but not less frequently than once  
8 every three (3) months.

9  
10 6.5 Special Meetings of the Board. Special meetings of the Board shall be held  
11 when called by the President of the Association or by any two (2) directors.

12  
13 6.6 Emergency Meetings of the Board. As provided in *Civil Code* section 4923,  
14 emergency meetings of the Board may be called by the President or by any two  
15 (2) directors other than the President, if there are circumstances that could not  
16 have been reasonably foreseen which require immediate attention and possible  
17 action by the Board, and which of necessity make it impracticable to provide the  
18 notice required by *Civil Code* section 4920.

19  
20 6.7 Notice to Directors. Regular meetings of the Board may be held, without further  
21 notice to the Board, at a place within or reasonably convenient to the  
22 Development and on a day and time fixed by resolution by the Board. If not fixed  
23 by resolution of the Board, notice of each meeting of the Board shall be  
24 communicated to the directors not less than four (4) days prior to a regular  
25 meeting, and not less than forty-eight (48) hours prior to a special meeting;  
26 provided that shorter notice may be given in the case of a bona fide emergency;  
27 and *provided, further*, that notice of a meeting need not be given to any director  
28 who signed a waiver of notice or a written consent to holding the meeting,  
29 whether before or after the meeting.

30  
31 6.8 Notice to Members; Agenda. To the extent required pursuant to *Civil Code*  
32 section 4920, except for bona fide emergency meetings (whether open meeting  
33 or executive session), prior written notice of the day, time, and place of each  
34 meeting of the Board of Directors shall be given to all Members. The notice shall  
35 contain the agenda for the meeting, subject to the provisions of *Civil Code*  
36 section 4930.

37  
38 6.8.1 Timing of Notice to Members. Notice of open Board meetings shall be  
39 given at least four (4) days before the meeting. Notice of a Board  
40 meeting that is held exclusively in executive session shall be given at  
41 least two (2) days before the meeting.

42  
43 6.8.2 Delivery of Notice to Members. The notice to the Members shall be  
44 given by General Delivery in accordance with *Civil Code* section 4045.  
45

1 6.9 Open Meeting. To the extent required pursuant to *Civil Code* section 4925(a),  
2 regular and special meetings of the Board of Directors shall be open to all  
3 Members of the Association, except when the Board meets in executive session.  
4 Pursuant to *Civil Code* section 4925(b), a reasonable time limit for all Members to  
5 speak to the Board shall be established by the Board; however, the right to speak  
6 to the Board shall not entitle any Member to participate in the Board's  
7 deliberations on any matters unless requested to do so by the Board.

8  
9 6.10 Executive Session. To the fullest extent permitted by law, including *Civil Code*  
10 section 4935, the Board may meet in executive session to confer with legal  
11 counsel or to discuss and/or vote upon personnel matters, Member discipline,  
12 litigation in which the Association is or may become involved, matters that relate  
13 to the formation of contracts between the Association and others, and for the  
14 purpose of meeting with a Member, upon such Member's request, regarding the  
15 Member's payment of Assessments. In any matter relating to the discipline of a  
16 Member, the Board shall meet in executive session if requested to do so by that  
17 Member, and that Member and any other person(s) whose participation is, in the  
18 judgment of the Board, necessary or appropriate, shall be entitled to attend the  
19 executive session; *provided, however*, that (i) to the extent required by *Civil Code*  
20 section 5673, a decision by the Board to record a lien for delinquent  
21 Assessments shall be made at an open meeting of the Board, and (ii) to the  
22 extent required by *Civil Code* section 5705(c), a vote of the Board to initiate  
23 foreclosure of a lien for delinquent Assessment shall be taken in executive  
24 session but shall be recorded in the minutes of the next following open meeting  
25 of the Board. There shall be no requirement that the Board convene an open  
26 meeting in order to meet in executive session.

27  
28 6.11 Board's Action by Unanimous Written Consent. To the extent provided in *Civil*  
29 *Code* section 4910, the Board may not take action by unanimous written consent  
30 without a meeting except in case of emergency and then only by electronic  
31 transmission, including email as provided in *Civil Code* section 4910(b)(2). Any  
32 such written consents shall be filed with the minutes of the proceedings of the  
33 Board.

34  
35 6.12 Quorum for Board's Action. A majority of the number of directors then in office  
36 (but not less than two) shall constitute a quorum for the transaction of business.  
37 Every act or decision done or made by a majority of the directors present at a  
38 duly-held meeting at which a quorum is present shall be regarded as the act of  
39 the Board. A meeting at which a quorum is initially present may continue to  
40 transact business, notwithstanding the withdrawal of directors, if any action taken  
41 is approved by a majority of the required quorum for that meeting.

42  
43 6.13 Voting by Directors. Pursuant to *Corporations Code* section 7211(c), each  
44 director shall be entitled to one (1) vote and a director may not vote by proxy or  
45 otherwise delegate his or her right to vote on any matter before the Board  
46

1 6.14 Minutes of Meetings of Directors. To the extent required by *Civil Code* section  
2 4950(a), within thirty (30) days after the date of any meeting of the Board, the  
3 Board shall make available to the Members either (i) the minutes of that meeting  
4 as adopted by the Board, (ii) if the minutes have not yet been adopted by the  
5 Board, the minutes as proposed for adoption which shall be marked to indicate  
6 draft status, or (iii) a summary of the minutes. To the extent required by *Civil*  
7 *Code* section 4935(e), any matter discussed in an executive session shall be  
8 generally noted in the minutes of the Board and minutes of executive sessions  
9 shall not otherwise be required. Copies of the minutes, proposed minutes, or  
10 summary of minutes shall be provided to any Member of the Association upon  
11 request and upon reimbursement of the Association's costs in providing such  
12 copies.  
13

## 14 **ARTICLE 7** **DUTIES OF THE BOARD OF DIRECTORS**

---

16 The Board shall be ultimately responsible for the management and conduct of  
17 the affairs of the Association. Without limiting the generality of the foregoing, the  
18 specific duties of the Board shall include the following:  
19

20  
21 7.1 Supervision. The Board shall supervise all officers, agents, and employees of  
22 the Association, if any, and see that their duties are properly performed. The  
23 Board shall delegate its duty to supervise employees of the Association to the  
24 Manager, who shall have the authority to directly supervise employees.  
25

26 7.2 Records and Minutes. The Board shall cause to be kept a complete record of all  
27 its acts and the corporate affairs, including an accurate and current record of the  
28 Members setting forth their names and addresses, adequate and correct books  
29 and records of account, and minutes of the proceedings of the Members, the  
30 Board, Committees of the Board, and any other committee appointed by the  
31 Board having decision-making authority.  
32

33 7.3 Maintain Insurance. The Board shall procure and maintain adequate casualty,  
34 liability and other insurance, as the Board shall determine consistent with the  
35 provisions of **Article 12 of the Declaration** ("Insurance").  
36

37 7.4 Enforcement of Governing Documents. The Board shall enforce the Governing  
38 Documents on its own initiative or upon receipt of written complaint from an  
39 Owner or a Resident, in accordance with the procedures set forth in **Article 14 of**  
40 **the Declaration** ("Enforcement; Notice; Hearings").  
41

42 7.5 Annual Budget Report. In accordance with *Civil Code* section 5300(a), the  
43 Association shall distribute an annual budget report, not less than thirty (30) days  
44 and not more than ninety (90) days prior to the end of the Association's fiscal  
45 year. The annual budget report shall conform to the requirements of *Civil Code*

1 section 5300(b) and (e) and section 5550 concerning the following and any other  
2 matters as may be required by law:

3  
4 7.5.1 Pro Forma Operating Budget. A “pro forma operating budget” showing  
5 the estimated revenue and expenses on an accrual basis;

6  
7 7.5.2 Reserves Summary. A summary of the Association’s reserves,  
8 prepared in accordance with *Civil Code* section 5565;

9  
10 7.5.3 Reserves Funding Plan. A summary of the reserve funding plan  
11 adopted by the Board in accordance with *Civil Code* section  
12 5550(b)(5). The summary shall include notice to Members that the full  
13 reserve study is available on request, and the Association shall provide  
14 the full reserve funding plan to any Member upon request;

15  
16 7.5.4 Statement of Deferred Repairs. A statement as to whether the Board  
17 has determined to defer repairs or replacement of any major  
18 component with a remaining life of thirty (30) years or less, including a  
19 justification for decision not to make repairs or replacement;

20  
21 7.5.5 Statement of Anticipated Special Assessments. A statement,  
22 consistent with the reserves funding plan, as to whether the Board has  
23 determined that one (1) or more Special Assessments will be required  
24 to repair, replace or restore any major component or to provide for  
25 adequate reserves for such repair, replacement or restoration. The  
26 statement shall set out the estimated amount, commencement date  
27 and duration of the assessment, if anticipated;

28  
29 7.5.6 Statement of Reserve Calculations. A general statement addressing  
30 the procedures used for the calculation and establishment of those  
31 reserves to defray the future repair, replacement, or additions to those  
32 major components that the Association is obligated to maintain. The  
33 statement shall include, but need not be limited to, reserve calculations  
34 made using the formula described in *Civil Code* section 5570(b)(4),  
35 and may not assume a rate of return on cash reserves in excess of  
36 two percent (2%) above the discount rate published by the Federal  
37 Reserve Bank of San Francisco at the time the calculation was made;

38  
39 7.5.7 Statement of Outstanding Loans. A statement as to whether the  
40 Association has any outstanding loans with an original term of more  
41 than one (1) year, including the payee, interest rate, amount  
42 outstanding, annual payment, and when the loan is scheduled to be  
43 retired;

44  
45 7.5.8 Summary of Association’s Insurance Policies. A summary of the  
46 Association’s property, general liability, earthquake, flood, and fidelity

1 insurance policies; and for each policy, the summary shall include the  
2 name of the insurer, the type of insurance, the policy limit, and the  
3 amount of the deductible, if any. To the extent that any of the required  
4 information is specified in the insurance policy declaration page, the  
5 Association may meet its obligation to disclose that information by  
6 making copies of that page and distributing it with the annual budget  
7 report. The summary distributed pursuant to this paragraph shall  
8 contain, in at least 10-point boldface type, the following statement:  
9

10 “This summary of the association’s policies of insurance provides only  
11 certain information, as required by Section 5300 of the Civil Code, and  
12 should not be considered a substitute for the complete policy terms and  
13 conditions contained in the actual policies of insurance. Any  
14 association member may, upon request and provision of reasonable  
15 notice, review the association’s insurance policies and, upon request  
16 and payment of reasonable duplication charges, obtain copies of those  
17 policies. Although the association maintains the policies of insurance  
18 specified in this summary, the association’s policies of insurance may  
19 not cover your property, including personal property or real property  
20 improvements to or around your dwelling, or personal injuries or other  
21 losses that occur within or around your dwelling. Even if a loss is  
22 covered, you may nevertheless be responsible for paying all or a  
23 portion of any deductible that applies. Association members should  
24 consult with their individual insurance broker or agent for appropriate  
25 additional coverage.”  
26

27 7.6 Disclosure of Intent to Use Development Funds for Capital Improvements. In  
28 addition to the disclosures required by Section 7.5 (“Annual Budget Report”) the  
29 Annula Budget Report shall contain a general statement as to whether the Board  
30 intends to use Development Funds for a capital improvement project or a part of  
31 a capital improvement project as defined in the Section 1.22 of the Declaration.  
32

33 7.7 Notice of Certain Changes in Insurance. In accordance with *Civil Code* section  
34 5810, as soon as reasonably practicable, the Association shall provide Individual  
35 Notice, to all Members if any of the policies described in Section 7.5.8  
36 (“Summary of Association’s Insurance Policies”) have lapsed or been canceled,  
37 and are not immediately renewed, restored, or replaced, or if there is a significant  
38 change, such as a reduction in coverage or limits or an increase in the deductible  
39 for any of those policies. If the Association receives any notice of non-renewal of  
40 a policy described in Section 7.5.8 and replacement coverage will not be in effect  
41 by the date the existing coverage will lapse, the Association shall immediately  
42 provide Individual Notice thereof to the Members.  
43

44 7.8 Annual Policy Statement; Notifications to Members. In accordance with *Civil*  
45 *Code* section 5310(a)(1) through (12), not less than thirty (30) days and not more  
46 than ninety (90) days before the end of the fiscal year, the Board shall distribute

1 to the Members an Annual Policy Statement which shall include all of the  
2 following:

3  
4 7.8.1 Official Communications to Association. A statement notifying the  
5 Members of the name and address of the person designated to receive  
6 official communications to the Association, in the manner prescribed by  
7 *Civil Code* section 4035;

8  
9 7.8.2 Secondary Address for Certain Notices. A statement notifying the  
10 Members of an Owner's right to submit to the Association, in  
11 accordance with *Civil Code* section 5260(b), a request to have notices  
12 sent to up to two (2) different addresses pursuant to *Civil Code* section  
13 4040(b) (concerning annual reports, enforcement of delinquent  
14 Assessments, sale by trustee);

15  
16 7.8.3 Location Designated for Posting General Notices. A statement  
17 notifying the Members of the location, if any, designated for posting  
18 General Notice;

19  
20 7.8.4 Option to Receive General Notices by Individual Delivery. A statement  
21 notifying the Members of their option to receive General Notices by  
22 Individual Delivery in accordance with *Civil Code* section 4045;

23  
24 7.8.5 Notice of Members' Right to Receive Meeting Minutes. A statement  
25 notifying the Members of their right to receive meeting minutes in  
26 accordance with *Civil Code* section 4950(b);

27  
28 7.8.6 Notice of Assessment Collection Policy. A statement describing the  
29 Regular Assessment and any Special Assessment levied against the  
30 Lots and Units for that fiscal year and the Association's collection  
31 policies as required by *Civil Code* section 5730;

32  
33 7.8.7 Notice Regarding Liens and Foreclosure. The statement required by  
34 *Civil Code* section 5730(a) printed in at least 12-point type.

35  
36 7.8.8 Notice of Discipline Policy. A statement describing the Association's  
37 discipline policy, if any, including any schedule of penalties for  
38 violations of the Governing Documents pursuant to *Civil Code* section  
39 5850;

40  
41 7.8.9 Notice of Dispute Resolution Procedures. A summary of the statutory  
42 provisions relating to employing internal dispute resolution procedures  
43 and alternative dispute resolution procedures in certain matters related  
44 to enforcement of the governing documents which specifically  
45 references *Civil Code* sections 5920 and 5965. The summary of the  
46 Association's internal dispute resolution procedure may consist of a

1 copy of Section 14.9 of the Declaration (“Investigation of Complaints”) through Section 14.16 of the Declaration (“Internal Dispute Resolution”). The summary of the statutory provisions relating to employing alternative dispute resolution procedures in certain matters related to enforcement of the governing documents may consist of a copy of Section 14.17 of the Declaration (“Alternative Dispute Resolution Before Initiating Lawsuit”) through Section 14.19 of the Declaration (“Costs and Attorney Fees”);

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10 7.8.10 Notice of Required Architectural Approval. A notice of the requirement for Association approval of physical changes to property, as required by *Civil Code* section 4765 describing the types of changes that require Association approval and including a copy of the procedure for review and approval or disapproval which may consist of a copy of Article 9 of the Declaration (“Architectural Approval”) and a copy of the Architectural Rules, if any;

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12  
13  
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16  
17  
18 7.8.11 Mailing Address for Overnight Payment of Assessments. A statement notifying the Members of the mailing address for overnight payment of assessment in accordance with *Civil Code* section 5655(c);

19  
20  
21  
22 7.8.12 Other Required Information. A statement notifying the Members of other information required by law, or by the Governing Documents, or that the Board determines in its sole judgment to be appropriate for inclusion in the Annual Policy Statement.

23  
24  
25  
26  
27 7.9 Items Specified in *Civil Code* section 4525(a). To the extent required by *Civil Code* section 4530(a), the Board shall provide or cause to be provided to a requesting Owner, within ten (10) days of a written request therefor, the items specified in *Civil Code* section 4525(a), or any of them.

28  
29  
30  
31  
32 7.10 Audit of Annual Financial Statement. For any fiscal year in which the gross income to the Association exceeds Seventy-five Thousand Dollars (\$75,000.00), the Board shall obtain an audit of the financial statements of the Association prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy and shall distribute it to all Members of the Association within one hundred twenty (120) days after the close of such fiscal year by Individual Delivery.

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34  
35  
36  
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38  
39 7.11 Quarterly Review of Accounts. The Board shall review the Association’s operating and reserve accounts at least in accordance with the minimum requirements set forth in *Civil Code* section 5500, as follows:

40  
41  
42  
43  
44 (a) Review a current reconciliation of the Association’s operating accounts on at least a quarterly basis;



- 1 (b) Review a current reconciliation of the Association’s reserve accounts on at  
2 least a quarterly basis;  
3  
4 (c) Review, on at least a quarterly basis, the current year’s actual reserve  
5 revenues and expenses compared to the current year’s budget;  
6  
7 (d) Review the latest account statements prepared by the financial institutions  
8 where the Association keeps its operating and reserve accounts; and  
9  
10 (e) Review an income and expense statement for the Association’s operating  
11 and reserve accounts on at least a quarterly basis.  
12

13 As used in this **Section 7.11**, the term “reserve accounts” shall have the  
14 meaning set forth in *Civil Code* section 4177.  
15

16 7.12 Biennial Notice to Secretary of State. The Board shall file with the Secretary of  
17 State the biennial (every two years) statement of names of officers and of agent  
18 for service of process required pursuant to *Corporations Code* section 8210 and  
19 the statement required by *Civil Code* section 5405(a).  
20

21 7.13 Three-Year Reserve Study and Annual Review. In accordance with *Civil Code*  
22 section 5550, at least once every three (3) years, the Board shall cause a study  
23 of the reserve account requirements of the Development to be conducted, which  
24 study shall include the minimum requirements specified in *Civil Code* section  
25 5550(b) or successor statute. The Board shall review the reserve study annually  
26 and shall consider and implement necessary adjustments to the Board’s analysis  
27 of the reserve account requirements as a result of that review.  
28

29 7.14 Prudent Management of Reserve Funds. The Board shall exercise prudent fiscal  
30 management in maintaining the integrity of the reserve account and, to the extent  
31 restricted by *Civil Code* section 5510(b), shall not expend funds designated as  
32 reserve funds for any purpose other than the maintenance, restoration, repair, or  
33 replacement of, or litigation involving the maintenance, restoration, repair, or  
34 replacement of, major components for which the Association is responsible and  
35 for which the reserve fund was established; *provided, however*, that the Board  
36 may authorize a temporary transfer of money from a reserve fund to the  
37 Association’s general operating fund for the purposes and subject to the  
38 procedural requirements specified in *Civil Code* section 5520.  
39  
40

## 41 **ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS**

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42  
43 The Board of Directors shall have such powers as may be provided by law or  
44 expressly set forth in the Governing Documents. Without limiting the generality  
45 of the foregoing, the Board shall have the powers specified in this **Article 8**,

1 subject to any limitations or conditions as may be set forth in the Articles, the  
2 Bylaws, or the Declaration.

3  
4 8.1 Make Contracts. The Board shall have the power to authorize any officer or  
5 officers to enter into any contract in the name of, or on behalf of, the Association.

6  
7 8.2 Consult Professional Advisors. The Board shall have the power to consult with,  
8 seek the advice of, and reasonably rely on the advice of attorneys, accountants,  
9 and other professionals in carrying out the Board's authority and responsibility  
10 under the Governing Documents and the law, and to pay for such professional  
11 services.

12  
13 8.3 Hire a General Manager and Others. The Board shall have the power to engage  
14 the services of a manager or management company as either an employee or an  
15 independent contractor to manage the affairs of the Association and, to the  
16 extent not inconsistent with these Bylaws or with the laws of the State California,  
17 the Board may delegate to the general manager any of its day-to-day  
18 management and maintenance duties and powers under these Bylaws and the  
19 Declaration, provided that the general manager shall at all times remain subject  
20 to the general control of the Board. The Board shall have the power to engage  
21 such other employees or independent contractors as the Board may deem  
22 necessary, and to prescribe their duties.

23  
24 8.4 Adopt and Enforce Rules. Subject to applicable law, including *Civil Code*  
25 sections 4340 through 4370 (regarding procedures for adopting or changing  
26 certain rules), the Board shall have the power to adopt, publish, amend, repeal,  
27 and enforce Rules.

28  
29 8.5 Collect Assessments by Foreclosure and/or Legal Action. As addressed in the  
30 Declaration, the Board shall have the power to collect Assessments levied by the  
31 Association by foreclosing the lien against any property for which Assessments  
32 are not paid as required by the Declaration and/or by bringing an action at law  
33 against the Owner personally obligated to pay the same.

34  
35 8.6 Impose Sanctions. Upon an explicit finding and for reasons specified by the  
36 Board following a hearing conducted in accordance with **Article 14 of the**  
37 **Declaration** ("Enforcement; Notice; Hearings"), the Board shall have the power to  
38 impose sanctions on a Member who is in default in the payment of any  
39 Assessment or other charge levied by the Board or is found to be in violation of  
40 any provision of the Governing Documents. Sanctions may include loss of good  
41 standing, suspension of other rights, and/or monetary penalties (fines), as  
42 described in **Section 14.8 of the Declaration** ("Imposing Sanctions").

43  
44 8.7 Pay Property Taxes. The Board shall have the power to pay all real property  
45 taxes and assessments levied upon any property within the Development to the  
46 extent not separately assessed to the Owners. Provided that any such taxes are

1 paid or that a bond insuring the payment is posted, such taxes and assessments  
2 may be contested or compromised by the Association prior to the sale or other  
3 disposition of any property to satisfy the payment of such taxes.  
4

5 8.8 Deal with Association's Property; Certain Limitations. The Board shall have the  
6 power to acquire and deal with real and personal property of the Association,  
7 subject to any applicable limitations set forth in the Governing Documents,  
8 including Section 3.9 of the Declaration ("Transfer or Sale of Association's  
9 Property"), Section 3.10 of the Declaration ("New Capital Improvements"), and  
10 Section 3.11 of the Declaration ("Mortgage Association's Property").  
11

12 8.9 Open Bank Accounts; Borrow. The Board shall have the power to open bank  
13 accounts, designate signatories upon such bank accounts (subject to the  
14 requirements of Section 10.4 ("Checks, Drafts, and Evidences of Indebtedness")  
15 concerning withdrawal of reserve account funds), and with the approval of a  
16 Majority of the Total Voting Power of the Association and subject to any  
17 applicable provisions of Section 3.9 of the Declaration ("Transfer or Sale of  
18 Association's Property"), Section 3.10 of the Declaration ("New Capital  
19 Improvements"), and Section 3.11 of the Declaration ("Mortgage Association's  
20 Property"), borrow money on behalf of the Association for any Association  
21 purpose, other than routine credit transactions which are ordinarily incurred in the  
22 course of the Association's monthly operations.  
23

24 8.10 Pledge Assessments As Security. The Board shall have the power to assign or  
25 pledge Assessments of the Association as security for a loan, provided that such  
26 assignment or pledge is made to a financial institution or lender chartered or  
27 licensed under federal or state law to the extent required by *Civil Code* section  
28 5735; and *provided, further*, that approval of the Members shall be required if  
29 such assignment or pledge is in conjunction with an increase in the Regular  
30 Assessment or the imposition of a Special Assessment that by law requires  
31 approval of the Members, and such Member approval shall be the same as the  
32 Member approval required for such increase in the Regular Assessment or  
33 imposition of a Special Assessment.  
34

35 8.11 Invest Reserve Funds. The Board shall have the power to manage and invest  
36 Association reserve funds in prudent investments, provided it does so in a  
37 prudent manner designed to achieve the primary objective of preserving principal  
38 while realizing a reasonable return and to assure the availability of funds as they  
39 are needed based upon the Board's most recent review of the reserve fund study  
40 obtained by the Board as required in Section 7.13 ("Three-Year Reserve Study  
41 and Annual Review") and applicable law.  
42

43 8.12 Indemnify Agents. To the extent provided in *Corporations Code* section 7237,  
44 the Board on behalf of the Association shall have the power to and shall  
45 indemnify and hold harmless, to the maximum extent permitted by California law,  
46 each person who is or at any time was a director, officer, employee, or agent of

1 the Association, or member of any committee appointed by the Board from and  
2 against any and all claims, liabilities, expenses, judgments, fines, settlements,  
3 and other amounts, as those terms are defined by California law, actually and  
4 reasonably incurred by any such person, and to which any such person shall  
5 become subject by reason of his or her being a director, officer, employee, or  
6 agent of the Association, or member of any committee appointed by the Board.  
7

8 8.13 Appoint Committees. The Board may appoint an Architectural Committee, as  
9 provided in the Declaration, an Election Committee, as provided in these Bylaws,  
10 a Finance Committee, a Tahoe Donner Giving Committee, a General Planning  
11 Committee, and a Covenants Committee, and such other committees as it  
12 deems appropriate in carrying out the powers and purposes of the Association  
13 under the supervision of the Board. Any "Committee of the Board" (that is, a  
14 committee consisting only of directors, as referred to in *Corporations Code*  
15 section 7212) shall consist of at least two (2) directors and shall have such  
16 powers and duties as the Board shall determine, subject to the limitations of  
17 *Corporations Code* section 7212. As provided in *Corporations Code* section  
18 7212(b), a committee exercising the authority of the Board shall not include as  
19 members any persons who are not directors. All committees and committee  
20 members shall serve at the pleasure of the Board. Upon resolution of the Board  
21 any officer may be reimbursed for his or her expenses actually incurred in the  
22 performance of his or her duties.  
23

24 8.14 Other Powers and Duties. The Board shall have the power to exercise for the  
25 Association all powers, duties, and authority vested in or delegated to the  
26 Association and not reserved to the Members by other provisions of the  
27 Governing Documents, and undertake any action on behalf of the Association as  
28 the Board shall deem necessary or proper in furtherance of the purposes and  
29 powers of the Association and/or the interests of the Association and its  
30 Members.  
31  
32

## 33 **ARTICLE 9 OFFICERS AND THEIR DUTIES**

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34  
35 9.1 Enumeration of Principal Officers. The principal officers of this Association shall  
36 be a President, a Vice-President, a Secretary, and a Treasurer, who shall at all  
37 times be members of the Board of Directors. The Board may, from time to time,  
38 by resolution appoint other officers as the Board may determine, as provided in  
39 **Section 9.4** ("Special Appointments").  
40

41 9.2 Appointment of Principal Officers. The appointment of the principal officers shall  
42 take place at the first meeting of the Board following each annual election of  
43 directors.  
44

1 9.3 Term. The principal officers of this Association shall be appointed annually by  
2 the Board, and each shall hold office for one (1) year, unless he or she shall  
3 sooner resign, be removed by the Board, or otherwise be disqualified to serve.  
4

5 9.4 Special Appointments. The Board may appoint such other officers as the affairs  
6 of the Association may require (for example, one or more assistant vice  
7 presidents or assistant secretaries or assistant treasurers), each of whom shall  
8 hold office for such period, have such authority, and perform such duties as the  
9 Board may, from time to time, determine. Officers appointed pursuant to this  
10 Section 9.4 need not be members of the Board or Members of the Association.  
11

12 9.5 Resignation and Removal. Any officer may be removed from office, with or  
13 without cause, by the Board. Any officer may resign at any time by giving written  
14 notice to the Board, the President, or the Secretary. Such resignation shall take  
15 effect on the date of receipt of such notice or at any later time specified therein  
16 and, unless otherwise specified therein, the acceptance of such resignation shall  
17 not be necessary to make it effective.  
18

19 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board.  
20 The officer appointed to such vacancy shall serve for the remainder of the term of  
21 the officer he or she replaces, subject to the Board's right to remove an officer.  
22

23 9.7 Multiple Offices. One person may hold two (2) or more offices except that neither  
24 the Secretary or any assistant secretary nor the Treasurer or any assistant  
25 treasurer may serve concurrently as President. This provision is intended to  
26 prohibit a single individual from having apparent authority to bind the Association  
27 by virtue of holding both offices, pursuant to *Corporations Code* section 7214.  
28

29 9.8 Authority to Bind Association. Unless expressly authorized by resolution of the  
30 Board, no officer shall have any power or authority to bind the Association or to  
31 render the Association liable for any purpose or on any account.  
32

33 9.9 No Compensation of Officers. No officer shall receive compensation for any  
34 service he or she may render to the Association as an officer. However, upon  
35 resolution of the Board any officer may be reimbursed for his or her expenses  
36 actually incurred in the performance of his or her duties.  
37

38 9.10 President. The President shall be the chief executive officer of the Association  
39 and shall, subject to control of the Board of Directors, have general supervision,  
40 direction, and control of the affairs of the Association and of the other officers and  
41 the employees and agents of the Association. The President shall preside at all  
42 meetings of the Members and at all meetings of the Board, shall have the  
43 general powers and duties of management usually vested in the office of the  
44 President of an Association, and shall have such other powers and duties as may  
45 be prescribed by the Board of Directors and the Bylaws, subject, however, to any  
46 limitations contained in the Declaration.

1  
2 9.11 Vice-President. In the absence or disability of the President, the Vice-President  
3 shall perform all the duties of the President, and when so acting, shall have all of  
4 the powers of, and be subject to all of the restrictions upon, the President  
5 including the restriction on holding multiple offices as set forth in **Section 9.7**  
6 (“Multiple Offices”). The Vice-President shall have such other powers and  
7 perform such other duties as, from time to time, may be prescribed by the Board  
8 of Directors. In the absence or disability of both the President and the Vice-  
9 President, or if there is not a Vice President in office, the Board shall designate  
10 another director to preside at a meeting of the Board or of the Members.  
11

12 9.12 Secretary. The Secretary shall keep or cause to be kept, at the principal office or  
13 such other place as the Board of Directors may prescribe, a book of minutes of  
14 all meetings of directors and Committees of the Board, all meetings of any other  
15 committee appointed by the Board that has decision-making authority, and all  
16 meetings and votes of Members. The Secretary shall give, or cause to be given,  
17 notice of all meetings of the Members and of the Board of Directors required by  
18 the Bylaws or by law to be given and shall maintain a proper record of the giving  
19 of such notice; shall keep or cause to be kept in safe custody the books, records,  
20 and documents of the Association; and shall have such other powers and  
21 perform such other duties as may be prescribed by the Board of Directors or the  
22 Bylaws.  
23

24 9.13 Treasurer. The Treasurer shall be responsible for the receipt and deposit in  
25 appropriate accounts of all monies of the Association and shall cause  
26 disbursement of such funds as directed by resolution of the Board of Directors;  
27 may sign all checks and promissory notes of the Association; shall keep or cause  
28 to be kept proper books of account; shall cause an annual audit of the  
29 Association’s books and financial statements to be made by a public accountant  
30 at the completion of any fiscal year for which such review is required by law or as  
31 determined by the Board; shall assist the Board in preparation of an annual  
32 budget and a statement of income and expenditures to be presented to the  
33 Members of the Association as provided by law; and shall have such other  
34 powers and perform such other duties as may be prescribed by the Board of  
35 Directors.  
36  
37

38 **ARTICLE 10 MINUTES; BOOKS AND RECORDS; FUNDS**  
39

40 10.1 Minutes of Meetings. To the extent required by *Corporations Code* section  
41 8320(a)(2), the Association shall keep minutes of meetings and proceedings of  
42 the Members (including membership votes), meetings of the Board and  
43 Committees of the Board, and meetings of any other committee appointed by the  
44 Board that has decision-making authority. As provided in **Section 6.14** (“Minutes  
45 of Meetings of Directors”), any matter discussed in executive session shall be  
46 generally noted in the minutes of the next following open meeting of the Board,

1 and minutes of executive sessions shall not otherwise be required. Minutes shall  
2 set forth the time and place of holding of such meetings; whether regular or  
3 special, and if special, how authorized; what notice was given; the names of  
4 those present at meetings of the directors or of any Committee of the Board or of  
5 any other committee appointed by the Board that has decision-making authority;  
6 the number of votes cast in any vote or election of the membership (or, if  
7 applicable, the number of memberships and votes present at Member meetings);  
8 and all the proceedings thereof.  
9

10 10.2 Members' Access to Minutes, Books, and Records. To the extent required by  
11 *Civil Code* sections 5205 and 5210, and subject to a requesting Member's  
12 compliance with all applicable prerequisites and any applicable limitations  
13 (including but not limited to *Corporations Code* section 8332 concerning  
14 protection of constitutional rights of other Members, *Corporations Code* section  
15 8338 concerning use of memberships lists, and *Civil Code* section 5215  
16 concerning withholding or redacting certain records), the Association shall make  
17 available for inspection and copying by any Member "Association records" and  
18 "enhanced Association records" (as defined in *Civil Code* section 5200)  
19 maintained by the Association. This provision does not require the Association to  
20 create or maintain any records not otherwise required by law to be maintained.  
21 The Board may adopt and publish reasonable rules and regulations establishing  
22 procedures relating to a Member's inspection and obtaining copies of Association  
23 records, consistent with the provisions of *Civil Code* section 5205.  
24

25 10.3 Directors' Inspection Rights. As provided in *Corporations Code* section 8334,  
26 every director shall have the right at any reasonable time to inspect and copy all  
27 books, records, and documents and to inspect the physical properties of the  
28 Association.  
29

30 10.4 Checks, Drafts, and Evidences of Indebtedness. All checks, drafts, or other  
31 orders for payment of money, or notes or other evidences of indebtedness issued  
32 in the name of the Association for operational expenditures shall be signed  
33 pursuant to resolution of the Board. However, in accordance with *Civil Code*  
34 section 5510(a), the withdrawal of funds from the Association's reserve account  
35 shall require the signatures of at least two (2) persons who shall be members of  
36 the Board of Directors or one (1) member of the Board of Directors and one (1)  
37 officer who is not a member of the Board of Directors.  
38

39 10.5 Funds and Deposits. Any funds of the Association shall be deposited to the  
40 credit of the Association in such banks or other depositories as the Board of  
41 Directors shall, from time to time, determine.  
42

43 10.6 Fiscal Year. The fiscal year of the Association shall be January 1 to December  
44 31.  
45  
46

1  
2 **ARTICLE 11            AMENDMENTS**  
3

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- 4 11.1 Amendments Generally. These Bylaws may be amended by approval of the  
5 Board and the affirmative vote of a Majority of a Quorum of the Members;  
6 *provided, however,* that, upon advice of legal counsel licensed to practice law in  
7 the State of California, including the drafting by legal counsel of appropriate  
8 amendatory provisions, the Board shall have the authority without the  
9 requirement of Member approval to amend any provision of the Bylaws: (i) to  
10 resolve any conflict between the Bylaws and applicable law which may arise due  
11 to the enactment or amendment of a statute or due to a development in  
12 applicable case law or (ii) to conform the provisions of the Bylaws to changes in  
13 applicable statutory law that impose requirements that are non-discretionary.  
14
- 15 11.2 Record of Amendments. When an amendment or a new Bylaw provision is  
16 adopted, it shall be placed in the appropriate place in the minute book of the  
17 Association together with a certificate signed by the Secretary stating the date on  
18 which it was approved by the Board and whether at a meeting or by unanimous  
19 written consent of the directors, and the date on which it was approved by the  
20 Members.  
21

22  
23 **ARTICLE 12            MISCELLANEOUS**  
24

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- 25 12.1 Conflict in Governing Documents. In the case of any conflict between the  
26 Articles of Incorporation and these Bylaws, the Articles shall control; and in the  
27 case of any conflict between the Declaration and these Bylaws, the Declaration  
28 shall control.  
29
- 30 12.2 Amendments to Referenced Statutes; Time for Performance. References in the  
31 Bylaws to particular statutes, including sections of the *Civil Code* or the  
32 *Corporations Code*, shall be deemed to include any successor statute and any  
33 amendments to existing or successor statutes. Whenever these Bylaws state a  
34 time for the performance of any act by the Association which by law (as it may  
35 exist from time to time) must be performed at or within a specified time, the time  
36 for the performance of such act shall be deemed to be the widest timeframe  
37 permitted under then-applicable law.