

BOOK 749 PAGE 588

RECORDING REQUESTED BY AND  
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**ATTORNEYS**

at 25 min. past 4 P. M.

**WEST ALMANOR COMMUNITY CLUB**  
c/o Berding & Weil  
3240 Stone Valley Road West  
Alamo, California 94507

6371 AUG 18 1998

PLUMAS COUNTY, CALIFORNIA

JUDITH WELLS

Fee \$ 160<sup>00</sup> Recorder

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**EXHIBITS**

- Exhibit "A": Prior Declarations
- Exhibit "B": Real Property Description
- Exhibit "C": Subdivision Maps

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**AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
WEST ALMANOR COMMUNITY CLUB**

This Amended Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by West Almanor Community Club, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Association").

**RECITALS**

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A. WHEREAS, the Association is the successor in interest to the Declarants which executed those certain declarations of covenants, conditions and restrictions listed in Exhibit "A" (hereinafter referred to as the "Prior Declarations"); and

B. WHEREAS, the Prior Declarations establish 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 parcel of real property located in the County of Plumas, State of California, and more particularly described in Exhibit "B"; and

C. WHEREAS, the Members, constituting at least a majority of the Members of the Association, desire to amend, modify, and otherwise change the Prior Declarations pursuant to the provisions thereof;

D. NOW, THEREFORE, the Members constituting at least a majority of the Members of the Association, do hereby declare that the aforesaid Prior Declarations be and they are hereby, AMENDED AND RESTATED IN THEIR ENTIRETY as set forth in the within Amended Declaration of Covenants, Conditions and Restrictions of West Almanor Community Club; and

E. IT IS FURTHER HEREBY DECLARED that all of the real property described in Exhibit "B" constitutes a Planned Development within the meaning of section 1351(k) of the California *Civil Code* with the

exception of West Almanor Heights which constitutes a Condominium Project within the meaning of Section 1351(f); and

F. IT IS FURTHER HEREBY DECLARED that all of the real property described in Exhibit "B" is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the said real property and any part thereof; and

G. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and restrictions herein set forth shall constitute enforceable equitable servitudes as provided in section 1354 of the California *Civil Code*, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or of any interest therein and their heirs, successors, and assigns.

**ARTICLE 1                      DEFINITIONS**

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- 1.1     Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.
  
- 1.2     Annual Assessments. "Annual Assessments" shall have the meaning set forth in Section 5.5.
  
- 1.3     Architectural Committee. "Architectural Committee" shall mean the Committee created pursuant to Article 8 of this Declaration and Article 10 of the Bylaws.
  
- 1.4     Articles. "Articles" shall mean the Articles of Incorporation of West Almanor Community Club, as they may be amended from

time to time, and as filed with the Office of the Secretary of State of California.

- 1.5 Assessments. "Assessments" shall mean any or all of the following: Annual Assessments, Special Assessments, Reimbursement Assessments, and Enforcement Assessments.
- 1.6 Association. "Association" shall mean West Almanor Community Club, its successors and assigns.
- 1.7 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.
- 1.8 Bylaws. "Bylaws" shall mean the Bylaws of the Association as they shall be adopted by the Board of Directors and Members and any duly-adopted amendments thereof.
- 1.9 Capital Improvement. "Capital Improvement" shall mean the original construction or acquisition of an improvement that did not previously exist, as distinguished from the repair, upgrading, or replacement of an existing improvement.
- 1.10 Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Residents of the Development, including but not necessarily limited to Areas "A", "C", "D", "E", "E-1", "E-2", "G", and "H", as shown on the Maps.
- 1.11 Contract Purchaser/Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.
- 1.12 Declaration. "Declaration" shall mean this Amended Declaration of Covenants, Conditions and Restrictions of West Almanor Community Club, recorded in the Office of the County Recorder of Plumas County, California, and any amendments thereof.
- 1.13 Development. "Development" shall mean all the real property described in Exhibit "B" comprising West Almanor Community Club, including such additions thereto as may hereafter be



brought within the jurisdiction of the Association. Portions of Lot 198 as shown on the Map of Lake Almanor West Unit No. 4 have been further subdivided as shown on the Maps of Lake Almanor West Unit No. 5, the Maps of Top of the West Units No. 1, No. 2, and No.3, and the Subdivision Map and Condominium Plan of West Almanor Heights Unit One.

- 1.14 Enforcement Assessment. "Enforcement Assessment" shall have the meaning set forth in Section 5.8.
- 1.15 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, and Rules, and the policies and resolutions duly adopted by the Board and distributed to the Members.
- 1.16 Lot. "Lot" shall mean the numbered plots of land shown upon the recorded subdivision maps of Lake Almanor West Units No. 1, No. 2, No. 3, No. 4, and No. 5, and Top of the West Units No. 1, No. 2, and No. 3, and any recorded subdivision map of all or any portion of the Remaining Lands, and the numbered condominium units shown upon the recorded Condominium Plan for West Almanor Heights Unit No. 1 or any recorded condominium plan of all or any portion of the Remaining Lands. The total number of Lots in the Development shall not exceed 800. No Lot may be divided into two or more lots or parcels, subdivided, merged, resubdivided, or split. Without limiting the generality of the preceding sentence, the use of more than one Lot as the site for a single Residence shall not be deemed a merger of the Lots involved and shall not affect the Owner's obligation to pay Assessments with respect to all of the Lots involved.
- 1.17 Maintenance. "Maintenance" shall mean the act of caring for property, including existing improvements, and keeping it in its existing state, preserving it from failure or deterioration, including but not limited to painting, caulking, cleaning, minor non-structural upkeep, removing debris and dry or dead vegetation from Lots, and trimming trees.
- 1.18 Member. "Member" shall mean an Owner.

- 1.19 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all dues, assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents, as more particularly set forth in the Bylaws.
- 1.20 Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development, including Contract Sellers, but excluding Contract Purchasers and excluding those having such interest merely as security for the performance of an obligation.
- 1.21 Reimbursement Assessment. "Reimbursement Assessment" shall have the meaning set forth in Section 5.7.
- 1.22 Remaining Lands. "Remaining Lands" shall mean: those portions of Lot 198 as shown on the Map of Lake Almanor West Unit No. 4 which as of the recordation of this Declaration have not been further subdivided as shown on the recorded Maps of Lake Almanor West Unit No. 5, and Top of the West Units No. 1, No. 2, and No. 3, and the Condominium Plan of West Almanor Heights Unit No. 1; Lots 27, 28, & 29 of Top of the West Unit No. 1; and Lot 50 of Lake Almanor West Unit No. 5.
- 1.23 Repair. "Repair" shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.
- 1.24 Replacement. "Replacement" shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition.
- 1.25 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy and shall include condominiums.

- 1.26 Resident. "Resident" shall mean any person who resides on a Lot within the Development whether or not such person is an Owner as defined in Section 1.20 above.
- 1.27 Rules. "Rules" shall mean the rules, regulations, and policies governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time.
- 1.28 Special Assessment. "Special Assessment" shall have the meaning set forth in Section 5.6.
- 1.29 Subdivision Map(s). "Subdivision Map(s)" shall mean any or all of the recorded maps listed in Exhibit "C" and any subdivision maps of the Remaining Lands hereafter recorded.
- 1.30 Total Voting Power. "Total Voting Power" shall mean the number of votes eligible to be cast at any time, calculated on the basis of one vote for each Lot, excluding any Lot as to which an Owner is not then a Member in Good Standing.

**ARTICLE 2                      PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT**

- 2.1 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof; provided, however, that if any Lot shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition by sale as between such co-tenants.
- 2.2 Common Area. Subject to the provisions of the Declaration, the Common Area shall be held, maintained, and used to meet the common interests of the Members of the Association, and their families, tenants, resident Contract Purchasers, and guests as provided in the Governing Documents, and there shall be no use of the Common Area except by such persons.

2.3 Owners Non-Exclusive Easements of Enjoyment. Every Owner of a Lot shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Common Area of the Development. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Lot, subject to the following rights and restrictions:

- (a) The right of the Board of Directors to establish and enforce reasonable rules and regulations governing the use of the Common Area and facilities thereon;
- (b) The right of the Board to charge reasonable admission and other fees for the use of any facilities situated upon the Common Area;
- (c) The right of the Board to suspend an Owner's right to use the recreational facilities for any period during which any Assessment against such Owner's Lot remains unpaid and/or for infraction of the Governing Documents;
- (d) The right of the Association, subject to approval of the Members as set forth in Section 4.10, to dedicate or transfer all or any part of the Common Area;
- (e) The right of the Association to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Association subject to the restrictions and limitations set forth in the Bylaws; and
- (f) The right of the Association or its authorized agents, as provided in this Declaration, to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area or the Owners in common;

2.4 Delegation of Use. Any Owner may delegate his rights of use and enjoyment, including easements, in the Development to the members of his family, tenants, Contract Purchasers, guests and invitees, subject to the terms of the governing documents. Upon the leasing or renting of a Lot, or upon occupancy of a Lot

by a Contract Purchaser, the Owner shall be deemed to have delegated and assigned all such rights exclusively to the tenants or Contract Purchasers of such Lot. Each Owner shall notify the Association office of the names of any tenants or any such Contract Purchasers of such Owner's Lot. Each Owner, tenant, or Contract Purchaser shall also notify the Association office of the names of all members of his or her household to whom such Owner, tenant, or Contract Purchaser has delegated any rights of enjoyment in the Development as provided herein and the relationship which each such person bears to such Owner, tenant, or Contract Purchaser. Any rights of enjoyment delegated pursuant to this Section 2.4 are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents.

2.5 Common Area Construction. Except as may be authorized by the Board, no person or entity, other than the Association or its duly-authorized agents, shall construct, reconstruct, refinish, alter, or maintain any improvement upon the Common Area, or shall make or create any excavation or fill upon the Common Area, or shall change the natural or existing drainage of the Common Area, or shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area.

2.6 Mechanic's Liens. No Owner shall permit or take any action that results in the filing of a Mechanic's Lien against the Common Area for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner within the Development or his or her Lot. In the event there shall be filed against the Common Area a Notice of Mechanic's Lien, such Owner shall forthwith cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be permitted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners.

If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

### **ARTICLE 3                      USE RESTRICTIONS**

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3.1     Residential Use. Residences shall be occupied and used for residential purposes only. Only facilities that comply with all applicable code requirements for human occupancy shall be used as sleeping rooms or human living space. The number of occupants of a Residence shall not exceed the number permitted by Plumas County ordinance or other applicable law.

3.2     Rental of Lots. Subject to the provisions of the Governing Documents and this Section 3.2, an Owner shall have the right to lease his or her Residence, provided (i) the Owner notifies the Board of the name of the tenant and the duration of the lease, (ii) there is a written rental or lease agreement which expressly provides that the agreement is subject to the provisions of the Governing Documents of the Association and that the breach of any provision of the Governing Documents shall constitute a default under the lease, and (iii) no garage, cottage, "in-law unit", accessory building, or similar improvement is rented, leased, or hired for occupancy by anyone who does not have the right of possession of the entirety of the principal building on the Lot. The foregoing provisos shall not be deemed to prohibit an Owner from renting space in a garage or other storage building to others for the storage of boats or other vehicles.

3.2.1 Owner's Responsibility for Tenant's Actions. Each Owner leasing a Residence shall be strictly responsible and liable to the Association for the actions of such Owner's tenant(s) in

or about all Lots and Common Area and for each tenant's compliance with the provisions of all Association Governing Documents. An Owner leasing or renting a Residence shall provide the tenant(s) with copies of the Governing Documents and all subsequent amendments.

3.2.2 Association's Enforcement Rights. In the event a tenant's conduct involves damage or misuse of any Common Area or facilities on any Common Area or constitutes an unreasonable nuisance to Residents, the Association shall be entitled to, but shall not be obligated to, maintain an eviction action against such tenant to the same extent as the Owner of the Lot, the Association being deemed to be a third party beneficiary of any lease or rental agreement involving any Lot within the Development. The Association's right to maintain an eviction action shall arise only in the event that (i) the Association has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

3.2.3 Indemnification of Association. Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a lease or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

- 3.3 Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted, or conducted upon any Lot except: (i) such professional and administrative occupations as may be permitted by applicable governmental ordinances, provided that there shall be no external evidence thereof including but not limited to signs or business invitees or customers or (ii) facilities specifically authorized by statute.
- 3.4 Offensive Conduct, Nuisances, Noise. No noxious, harmful, or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Lot, which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area.
- 3.5 Hazards. Nothing shall be done, placed, or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy maintained by the Association, or which will be in violation of any governmental statute, ordinance, rule, or regulation. No fireworks of any description shall be permitted within the Development.
- 3.6 Use of Common Area. All use of Common Area is subject to the Governing Documents. There shall be no obstruction of any part of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board. No cutting of timber or removing of brush in the Common Areas shall be permitted except with the prior written approval of the Architectural Committee or the Board .
- 3.7 Hunting, Firearms. No hunting is permitted within the Development. No firearms shall be discharged within the Development.



- 3.8 **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept but not for any commercial purpose. Dogs must be kept on a leash except when on the owner's Lot.
- 3.9 **Garbage Disposal.** The Development is in a mountainous, rural area where bears are commonly seen. To avoid attracting bears and other animals, garbage and refuse shall be deposited only in covered sanitary containers. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept upon any portion of any Lot or elsewhere in the Development, except in such containers.
- 3.10 **Signs.** No sign of any kind shall be displayed to the public view from any portion of the Development except that this limitation shall not apply to:
- (a) Such signs as may be required by legal proceedings;
  - (b) A single identification sign which has been approved by the Architectural Committee located on a Lot identifying the number or address of the Lot and/or the names of the occupants;
  - (c) A single sign of size and design approved by the Board and reasonably located on a Lot advertising a Lot for sale or rent;
  - (d) Such signs as have been approved by the Board located at or near any entrance to the Development identifying the Development;
  - (e) Such signs as may be required for traffic control and regulation of streets or open areas within the Development; and
  - (f) Such signs on the Common Area as may be approved by the Board for a purpose reasonably related to the affairs of the Association.
- 3.11 **Vehicles. Storage.** No dilapidated, inoperable or abandoned vehicle shall be parked, kept, stored, or permitted to remain

anywhere within the Development except within an enclosed garage. No servicing, rebuilding or repairs (except emergency repairs) of vehicles shall be performed within the Development except within a garage.

- 3.12 Overnight Parking. No trailer, camper, or similar vehicle shall be parked overnight in any Common Area. The Resident of a Lot improved with a Residence may store such operable vehicles upon the Lot. Commercial-type RV pedestals or similar permanent hook-up facilities for a motor home, trailer, camper or similar recreational vehicle equipped with sleeping facilities shall be deemed a second residence on an improved Lot and are prohibited pursuant to Section 3.17 once a certificate of occupancy has been issued for a Residence constructed on the Lot pursuant to Section 3.15.
- 3.13 Parking Enforcement. The Board shall have the power and authority to adopt, promulgate, and enforce parking rules and the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such power shall include the power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked in Common Area in violation of any of the provisions of the Governing Documents, provided that towing of vehicles of guests and other non-Residents of the Development shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in the Common Area in violation of any provision of the Governing Documents shall be assessed against the Lot Owner responsible or whose household members, tenants, Contract Purchasers, or guests are responsible for the presence of such vehicle, as a Reimbursement Assessment.
- 3.14 Construction, Storage of Building Materials. No work of construction including fencing, no expansion, and no material exterior alteration of any structure on any Lot may be commenced until the plans therefor have been submitted to and approved by the Architectural Committee, as provided in Article 8. No portion of the Development shall be used for the storage of building materials other than in connection with approved construction.

- 3.15 Outbuildings. No outbuilding, tent, shack, trailer, shed, or temporary building of any kind shall be located within the Development, except temporarily and in strict compliance with the provisions of this Declaration, including Section 3.12 concerning overnight parking and Article 8 concerning approval by the Architectural Committee. No such trailer, vehicle, or structure or any garage shall be used as a residence or for residential purposes, except that a trailer or recreational vehicle may be used for temporary occupancy on a Lot for a reasonable period of time during the original construction of the residence on a Lot or during reconstruction after the substantially total destruction of the residence. For purposes of this Section 3.15, two summer seasons, but not longer than twenty-four (24) months, shall be deemed a reasonable period of time.
- 3.16 Building Standards. Unless specific authorization is received from the Association, only new materials shall be used. Finish building materials shall be applied to all sides of buildings, out buildings, garages or other structures within the Development. Exterior walls below floor level shall be enclosed unless the foundation structure is designed especially for architectural appearance and so approved by the Architectural Committee or the Board. The effects of a material to be used on a building shall be considered in relationship to all other buildings in the Development and the natural landscape. Compatibility and scale with other buildings and the environment within the Development shall be major factors in the review of building plans and specifications by the Architectural Committee or the Board. All construction, including but not limited to plumbing and sewage facilities, shall conform to Plumas County Codes and Regulations in addition to the provisions of the Architectural Policy as it may be modified by the Board from time to time.
- 3.17 Building Specifications. No buildings other than one (1) single-family residence and one (1) garage may be constructed or permitted to remain on any Lot. The garage shall be built only in conjunction with or after construction of the residence. The main floor of a multiple-story residence must contain at least eight hundred (800) square feet of living area and a single-story residence shall contain at least one thousand (1,000) square feet of living area. Construction materials must recognize the special need for fire safety within the Development. Roofing materials

shall be fire resistant ("Class A"). No metallic roofing or siding shall be permitted except as expressly approved by the Architectural Committee or the Board. Fences and boundary walls of any kind are discouraged. Architectural approval pursuant to Article 8 must be obtained before any fence, boundary wall, or hedge is installed or constructed. No fences shall be permitted on the golf course boundary lines or anywhere on the golf-course side of a Lot (including on the side Lot lines) where the fence is visible from the fairway. No fences, hedges, or boundary walls shall be constructed or permitted to grow more than six feet (6') in height. No mobile home shall be permitted to be parked, placed, or kept on any Lot at any time. No modular housing unit or prefabricated housing unit assembled off the building site shall be permitted unless the Architectural Committee or the Board shall find that the same will not detract from the character and appearance of the neighborhood or be detrimental to any Lot.

- 3.18 Building Location. Except for projecting eaves not exceeding twenty-four inches (24") or upon the express prior approval of the Architectural Committee or the Board, no structure shall be located closer than fifteen feet (15') to the side property line or fifteen feet (15') to the back property line except that the rear setback for Lots abutting a golf course shall be twenty feet (20') within Unit 1 and fifty feet (50') in other Units. Front setback requirements shall be fifteen feet (15') from the front property line or as set forth in the Architectural Policy. The Board shall have the authority to establish other setback requirements for any Lot, taking into account aesthetics, compatibility with existing and future structures, and the necessity to preserve the wooded and natural character of the Development. Setbacks will be measured from the most forward projection of the structure. If a Lot and the whole or a part of a contiguous Lot under common ownership is used as a site for a Residence, then for purposes of determining setback requirements, the side and rear lines of the site shall be deemed to be the side and rear property lines as long as the Residence improvements remain on the site. Each Lot will be subject to assessment, notwithstanding that more than one Lot is used as one building site.

- 3.19 Clearing of Trees. All Lots shall be kept in as natural condition as possible. Before trees are removed from a Lot, the Owner shall obtain approval pursuant to Article 8. Clearing of trees shall be limited to the minimum required for approved residential use, including access, and shall not exceed clearing of more than sixty percent (60%) of the total Lot area unless specifically approved in advance by the Architectural Committee or the Board. For purposes of this Declaration, a tree shall mean any plant having a trunk diameter greater than six inches (6"). Trees closer than five feet (5') from concrete footing and foundations must be removed, but all standing trees on the Lot are to be preserved if possible, trimmed up six feet (6') from ground level. To prevent excess cutting, trees to be preserved should be clearly tagged. All dead combustible material must be removed from the setback area and within thirty feet (30') of any structure. All vegetation on Lots, whether the Lot is developed or undeveloped, shall be maintained in a neat and natural condition and shall be trimmed, cultivated, and managed to encourage healthy conditions.

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#### ARTICLE 4 HOMEOWNERS ASSOCIATION

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- 4.1 Management and Operation. The Association shall manage and operate the Development in accordance with the applicable provisions of the Governing Documents and the applicable provisions of California law including provisions of law applicable to a nonprofit mutual benefit corporation and to a common interest development. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.
- 4.2 Membership. Every Owner of a Lot within the Development shall be a Member of the Association and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred,

encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

- 4.3 Voting. Only Members in Good Standing shall be entitled to vote, and only one vote shall be cast for each Lot, as more particularly set forth in the Bylaws.
- 4.4 Board of Directors. The affairs of the Association shall be managed by or under the direction of a Board of Directors. The number and qualifications of Directors shall be as established in the Bylaws, and the members of the Board shall be elected as provided in the Bylaws. The Board of Directors shall have all of the powers and duties set forth in any provision of the Governing Documents, including without limitation such powers and duties as may be expressly set forth in this Declaration.
- 4.5 Association Rules. The Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such Rules as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association consistent with the Governing Documents or applicable law.
- 4.6 Manager and Other Personnel. The Board of Directors shall have the power and authority to employ a manager and such other persons or entities as the Board shall deem appropriate to assist it in managing the Development and conducting the business and affairs of the Association, as more particularly set forth in the Bylaws.
- 4.7 Assessments. The Board shall have the power and duty to levy and collect Assessments, as more particularly set forth in Article 5 of this Amended Declaration.
- 4.8 Insurance. The Board shall procure and maintain liability insurance and property insurance as it shall deem proper and as more particularly set forth in the Bylaws.
- 4.9 Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, installation, or acquisition of Capital Improvements upon the Common Area,

provided that in any fiscal year expenditures for Capital Improvements shall not exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year except upon the approval of at least a majority of the Members voting provided the number of votes cast is sufficient to constitute a quorum.

- 4.10 Dedication. The Board of Directors shall have the power and authority to dedicate, sell, mortgage, grant easements in, on, under, across, over, above, or through any portion of the Common Area, or transfer any interest in or to all or any part of the Common Area to any person or entity, including, without limitation, any public agency, authority, or utility, to be used for such purposes and subject to such conditions as the Board shall deem necessary, appropriate, or beneficial to the Association and not inconsistent with its purposes and interests; provided, however, that no such dedication, sale, or transfer shall be effective unless the terms of such dedication, sale, or transfer have been approved by at least a majority of the Total Voting Power of the Association and provided further that exclusive easements over Common Area shall not be granted to any Member.
- 4.11 Acquisition of Property. The Board acting on behalf of the Association shall have the power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, and maintain real or personal property in connection with the affairs of the Association.
- 4.12 Access. The Board and its duly authorized agents or representatives shall have the right, after reasonable notice to the Owner thereof, to enter any Lot for the purpose of performing the maintenance authorized herein or for any other purpose reasonably related to the performance by the Association or the Board of their responsibilities.

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## ARTICLE 5                      ASSESSMENTS AND LIENS

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- 5.1 Covenant of Owner. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance

thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (i) Annual Assessments, (ii) Special Assessments, (iii) Reimbursement Assessments, and (iv) Enforcement Assessments levied by the Association as hereinafter provided, together with all Additional Charges. With respect to Lots created by the recording of a subdivision map or condominium plan for any portion of the Remaining Lands, the obligation to pay Assessments for all Lots created by such map or plan shall accrue upon the transfer by deed or other conveyance of the first such Lot. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for. Each Assessment levied by the Association under this Article 5, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of record of any Lot within the Development shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is record Owner of such Lot. After an Owner transfers of record any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. A Contract Seller of any Lot shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is recorded in the Office of the County Recorder of Plumas County.

- 5.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Association shall have a



separate lien and a separate lien is hereby created upon each Lot to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Lot notwithstanding the transfer of record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been recorded as provided in the Declaration and by law. The priority of all such liens on each Lot shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Lot, any sale of such Lot pursuant to foreclosure of the lien will be made subject to all liens securing the respective monthly Assessments and Additional Charges on such Lot for succeeding months.

5.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to pay for the costs of management and operation of the Development, of conducting the business and affairs of the Association, to promote the recreation, health, safety, welfare, benefit, and interests of the Owners and Residents in the Development, and for the improvement and maintenance of the Common Area and, to the extent provided for in the Governing Documents or by law, of the Lots situated within the Development or which, in the opinion of the Board, shall be deemed to be necessary or proper for the management of the Development or of the affairs of the Association, or the benefit of the Lot Owners, or for the enforcement of the Governing Documents. The Annual Assessments shall include an amount to be allocated for contingencies.

5.4 Authority of the Board. The Board shall have the power and the duty to levy Annual and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law.

5.5 Annual Assessments.

5.5.1 Calculation of Estimated Requirement. Not later than forty-five (45) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Association for such fiscal year, including a reasonable amount allocated to contingencies and to

a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis; to manage, administer, operate, and maintain the Development; to conduct the affairs of the Association; and to perform all of the Association's duties in accordance with this Declaration.

5.5.2 Allocation of Annual Assessment. The Board shall allocate and assess the amount of estimated required funds equally among the Lots by dividing the amount by the number of Lots within the Development. Unless the Board shall designate otherwise, Annual Assessments shall be levied on an annual basis and shall be paid in one payment.

5.5.3 Surplus Funds. If, as of the end of any fiscal year, there is an excess of membership income over membership expenses as defined in Internal Revenue Code §277 for the year ended, such excess shall be applied against the subsequent tax year's member assessments as provided in Internal Revenue Service Revenue Ruling 70-604, unless some other disposition of such excess income is determined by the vote of the Members.

5.5.4 Increases in Annual Assessment. Except as otherwise provided by law, the Board shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than the maximum amount permitted by law, except upon the affirmative vote or written consent of a majority of Members voting on such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

## 5.6 Special Assessments.

5.6.1 Purpose of Special Assessments. If at any time during any fiscal year the Annual Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association,

the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

5.6.2 Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots in the same manner as Annual Assessments.

5.6.3 Approval of Special Assessments. Except in the case of an emergency situation as defined in section 1366 of the California *Civil Code*, in any fiscal year the Board may not levy Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the affirmative vote or written consent of at least a majority of the Members voting on any such Special Assessment, provided a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

- 5.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot if a failure by such Owner, or any person or pet for whom the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or his Lot into compliance. A Reimbursement Assessment shall include any costs incurred by the Association, including attorneys' fees and costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.
- 5.8 Enforcement Assessments. The Board may levy an Enforcement Assessment for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.
- 5.9 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Annual Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, for

that fiscal year or the next fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Annual Assessment fixed for the preceding fiscal year shall be the amount of the Annual Assessment for the ensuing fiscal year until a new Annual Assessment is levied.

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

5.11 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure except as prohibited by law. Prior to recording a Notice of Delinquent Assessment, the Association shall provide notice to the Owner as required by *Civil Code* section 1366.3 or other applicable law. No procedures shall be initiated to foreclose the lien securing any Assessment levied under this Article 5 until at least ten (10) days following the mailing of a Notice of Delinquent Assessment, duly signed by a designated officer or agent of the Association, to the Owner or Owners of the subject Lot, and the recording of such Notice in the Office of the Recorder of Plumas County, California. Said Notice of Delinquent Assessment shall state the amount of the Assessment, together with all accrued Additional Charges; a description of the Lot against which the same has been assessed; the name or names and mailing addresses of the Owner or Owners thereof; and the name and address of the trustee authorized by the Association to enforce the lien by

foreclosure and sale. Except as prohibited by law, upon the recording of the Notice of Delinquent Assessment referred to above, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect said sums, including all Additional Charges.

- 5.12 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1, of the *Civil Code* of the State of California, and does further grant to the Board of Directors, on behalf of the Association, the authority and power to sell the Lot of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Lot, for lawful money of the United States, to the highest bidder, to satisfy said lien. The Association, as trustee for the remaining Owners, or any other Owner, may purchase the Lot at said sale. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive.
- 5.13 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall cause to be recorded, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.
- 5.14 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Article 5 shall have priority as of the date of recording of the original Declaration applicable to the Development over all other liens and encumbrances applicable to the Lots; provided, however, that such Assessment lien shall be subordinate to the lien of any first mortgage or deed of trust recorded against the Lot; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of

foreclosure of any such mortgage or deed of trust, or pursuant to a power of sale contained in any such mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

- 5.15 Association Funds. Unless otherwise determined by the Board, the Association shall maintain at least two separate accounts in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated WEST ALMANOR COMMUNITY CLUB OPERATING ACCOUNT and WEST ALMANOR COMMUNITY CLUB RESERVE ACCOUNT. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be held in trust by the Association for and on behalf of each Owner and shall be used for the purposes set forth in Section 5.3. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of the Development and another portion of said funds as collected as reserves for contingencies, replacement, and deferred maintenance of the Capital Improvements of the Development, as specified in the annual budget. Upon sale or transfer of any Lot by any Owner, the Owner's interest in the funds held in trust by the Association shall terminate and shall be deemed automatically transferred to the successor-transferee of such Owner.
- 5.16 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Article 5, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Article 5.
- 5.17 Property Exempt From Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:
- (a) All property dedicated to and accepted by Plumas County or other local public authority and devoted to public use; and

- (b) Any Lot which is owned by the Association as a result of the Association having acquired such Lot through foreclosure; provided, however, that such exemption shall be applicable only during the period in which the Association is record owner of such Lot; and
- (c) All Common Area.

**ARTICLE 6                      DAMAGE OR DESTRUCTION OF BUILDINGS;  
   CONDEMNATION**

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6.1 Replacement or Repair of Association Property. In the event of damage to or destruction of the Common Area or other property of the Association or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction.

- (a) If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may levy a Special Assessment against the Members of the Association as provided in this Declaration to cover the additional cost of the repair or replacement not covered by the insurance proceeds.
- (b) The Members may elect not to cause such replacement or repair by the vote or written consent of two-thirds of the Total Voting Power of the Association.
- (c) If there is an election not to rebuild or repair, the applicable insurance proceeds shall be distributed by the Association to the Members pro rata or otherwise made use of as determined by the vote of the Members.

6.2 Rebuilding or Repair of Improvements on Lots. If any Lot is damaged or destroyed by fire or other casualty, the Owner(s) of any such Lot shall promptly (but in any event within ninety (90) days of the occurrence of such damage) clean up the Lot and put it in a safe and orderly condition, and as soon as practicable

thereafter shall repair or rebuild the structures upon such Lot and restore such Lot to its condition prior to the damage or destruction, or to such other condition as shall have been approved in advance of such rebuilding or restoration by the Architectural Committee. Restoration of the Lot to its prior condition, or application to the Architectural Committee for approval of other construction, shall be commenced as soon as practicable but not later than one year after the occurrence of such damage or destruction and all such restoration or reconstruction shall be completed within one year of commencement. In the case of total or substantially total destruction of a Residence, if restoration is not commenced within one year after the occurrence of the destruction, the Board may require that the foundation and other installations be removed and the Lot be restored to a safe, orderly, and natural condition.

- 6.3 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Development, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.
- 6.4 Condemnation of Lots. If an entire Residence or Lot, or so much thereof as to render the remainder unfit for use as a residence, is condemned or taken for a public or quasi-public use, pursuant to any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the Owner's membership in the Association shall terminate as of the last day of the month in which the condemnor obtains the right to possession, or upon Owner's vacating the premises, whichever occurs last. If only a portion of such Residence or Lot is taken and the remainder is fit for use as a residence, the Owner shall continue to be a





and responsibility for maintaining, repairing or replacing any portions of his or her Lot shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control.

- 7.4 Owner Liability. The Board shall have the discretion to determine whether any maintenance, repair, or replacement, which is the responsibility of an Owner, is necessary to preserve the appearance and value of the property within the Development or any portion thereof and may notify an Owner of the work the Board deems necessary. In the event an Owner fails to perform such work within sixty (60) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment. If the need for any maintenance, repair, or replacement is caused by the willful or negligent act or omission of an Owner or an Owner's family, tenants, Contract Purchaser, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

## **ARTICLE 8                      ARCHITECTURAL COMMITTEE**

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- 8.1 Submission of Plans and Specifications. Except for work performed or improvements made or constructed by or on behalf of the Association, no building, fence, wall, obstruction, balcony, deck, screen, patio cover, tent, awning, carport cover, improvement or other structure of any kind or any live tree removal on unimproved or improved Lots (whether in connection with planned construction or not) shall be commenced, erected, or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Committee as to quality of workmanship and design, harmony of external design and location in relation to surrounding structures, topography, and finished grade elevation.

- 8.2 Establishment. The Board shall appoint an Architectural Committee consisting of three (3) Members of the Association. The Board may also appoint one (1) alternate Committee member who may be designated by the Committee to act as substitute on the Committee in the event of absence or disability of any Committee member. In the event of death or resignation of any member of the Committee, the Board shall have the full authority to designate a successor. If at any time there shall not be a duly-constituted Architectural Committee, the Board shall exercise the functions of the Architectural Committee in accordance with the terms of this Article 8.
- 8.3 Duties. It shall be the duty of the Architectural Committee to consider and act upon proposals or plans submitted to it pursuant to the terms of this Article 8, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.
- 8.4 Meetings. The Architectural Committee shall meet as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members shall constitute an act by the Committee. The Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise. The Architectural Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Committee function.
- 8.5 Rules. The Architectural Committee may, from time to time, and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as the "Architectural Policy." The Architectural Policy shall interpret and implement the provisions of this Article 8 by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement of buildings and other structures, live tree removal, exterior finishes and materials, and similar features which are recommended for use in the Development; provided, however, that the Architectural Policy shall not be in derogation of the minimum standards required by this Declaration.

- 8.6 Application. Any Owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this Article 8, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Committee or Board may require.
- 8.7 Fees. The Association may charge a reasonable fee or fees for its review of architectural or landscaping applications, drawings, plans, and specifications as shall be determined from time to time by the Board. Such fees shall include the cost of the Committee and/or Board consulting with architects, engineers, or other professionals in connection with an application.
- 8.8 Grant of Approval. The Architectural Committee shall grant the requested approval only if:
- (a) The Owner shall have complied with the provisions of Section 8.1 above;
  - (b) The Committee shall find that the plans and specifications conform to this Declaration and to the Architectural Policy in effect at the time such plans were submitted to the Committee; and
  - (c) The Committee shall determine that the proposed improvements would be consistent with the standards of the Development and the purposes of this Declaration as to quality of workmanship, design and materials, as to harmony of exterior design with the existing structures, and as to location with respect to topography and finished grade elevations.
- 8.9 Board Review, Variances. The Committee shall within two weeks submit a copy of its findings and determinations to the applicant and to the Board. After submission to the Board, the Board on its own initiative may review any decision of the Committee, or upon the written request of the Committee or of any Association Member the Board shall review the Committee's decision provided the request is presented to the Board within thirty (30) days after submission of the Committee's findings and determinations to the Board. The Board in its discretion may

grant variances from the Architectural Policy in individual cases and may impose such conditions on a variance as the Board shall deem appropriate, which may include recordation of the terms of the variance.

- 8.10 Form of Approval. All approvals and rejections of requests for approval shall be in writing from the Committee or the Board; however, any request for approval which has not been acted upon by the Architectural Committee within forty-five (45) days after the date of a completed submission to the Architectural Committee shall be deemed approved.
- 8.11 Commencement. Upon receipt of approval pursuant to Sections 8.9 and/or 8.10 above, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all tree removal, excavation, installation, construction, reconstruction, refinishing, and alterations pursuant to said approval. Conditions to approval may include prior notice of phases of approved work, such as tree removal or pouring of foundations. Commencement of construction shall occur within one year after the date of final approval. In the case of original construction on a vacant Lot, "commencement of construction" shall mean at least the completion of approved tree clearing and grading and the pouring of all or substantially all foundations for any improvements. No garage or garages shall be constructed on any Lot before construction of the Residence. If the Owner shall fail to timely commence approved work in compliance with this paragraph, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the time for commencement, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.
- 8.12 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any such improvement within one year after commencing construction thereof, (i) except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national

emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents, and (ii) except in the case of original construction on a vacant Lot, in which case the exterior of the structure shall be completed within one year, including installation of all windows, exterior doors, siding and trim, decks, and roofing in accordance with the approved plans. If an Owner fails to comply with this Section 8.12, the Architectural Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 8.13, below, as though the failure to complete the improvements was a non-compliance with approved plans.

8.13 Inspection and Correction. Inspection of work and correction of defects therein shall proceed as follows:

- (a) Upon the completion of any work for which approved plans are required under this Article 8, the Owner shall give written notice thereof to the Architectural Committee.
- (b) Within sixty (60) days thereafter, the Committee, or its duly authorized representative, may inspect such work to determine whether it substantially complies with the approved plans. If the Committee finds that the work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance, which may include planting trees to replace trees removed without authorization.
- (c) If the Owner fails to remedy such non-compliance upon the expiration of thirty (30) days from the date of such notification, the Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) nor less than fifteen (15) days after notice of the non-compliance is given to the Board by the Architectural Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the

Board to the Owner, to the Architectural Committee and, in the discretion of the Board, to any other interested party.

- (d) At the hearing the Owner, the Architectural Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.
- (e) If, for any reason, the Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of a notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

8.14 Non-Waiver. The approval by the Architectural Committee or the Board of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring approval under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

8.15 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Association by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Board shall cause to be recorded an estoppel certificate, certifying (with respect to any Lot of said

Owner) that as of the date thereof, either: (i) all improvements made and other work completed by said Owner comply with this Declaration, or (ii) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

8.16 Notice of Noncompliance. If any improvements are installed within the Development that are not in conformance with this Declaration, the Association is authorized to the extent permitted by law to record or cause to be recorded against the Owner's Lot a Notice of Noncompliance which shall provide: (i) a legal description of the Lot affected, (ii) the name of the record Owner as most recently reported to the Association, and (iii) a description of the general nature of the noncompliance. If and when such Lot is brought into compliance with this Declaration, as determined by the Board or the Architectural Committee, the Association shall record or cause to be recorded an Estoppel Certificate in accordance with Section 8.15.

8.17 Liability. Neither the Architectural Committee, the Board, nor any member thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any property within the Development; or (iv) the execution and filing of an estoppel certificate or notice of noncompliance, whether or not the facts therein are correct; provided, however, that the Committee, the Board, or such member has acted in good faith on the basis of such information as may be possessed by it or him. Without in any way limiting the generality of the foregoing, the Architectural Committee, the Board, or any member thereof, may but is not required to consult with or hear the views of the Association or any Owner with



respect to any plans, drawings, specifications, or any other proposal submitted for approval.

- 8.18 Indemnification. To the fullest extent permitted by law, the members of the Committee and the Board shall be indemnified by the Association for all liability, including attorney's fees, in connection with the performance of their duties pursuant to this Article 8.
- 8.19 Compliance With Governmental Requirements. The application to the Association and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by, or impose any liability on, the Association, the Board or the Committee, or their members as to the accuracy, efficacy, or sufficiency thereof.

## ARTICLE 9                      ENFORCEMENT

- 9.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance and, in addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association or its Officers or Board of Directors or by any Owner; provided, however, that the Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.
- 9.2 Violation of Law. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

9.3 Owners' Responsibility for Conduct and Damage. Each Owner shall be fully responsible for informing, or causing to be informed, members of his or her family and his or her tenants, Contract Purchasers, and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, and any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

9.4 Rights and Remedies of the Association.

9.4.1 Rights Generally. The Association, its Directors, Officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board.

9.4.2 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 5 of this Amended Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the family of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its Officers or Board of Directors, or by any Owner or by their respective successors in interest.

9.4.3 Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's family, or his or her tenants, guests,

invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgement is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to Article 5 of this Amended Declaration. The provisions of this Subsection 9.4.3 shall not affect the Association's right to impose sanctions as provided in the Governing Documents.

9.5 Disciplinary Rules. The Board or a committee appointed by the Board for that purpose may adopt rules and regulations that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Association for violation of provisions of the Governing Documents. Such rules, when approved and adopted by the Board, shall be deemed to be a part of the Association Rules provided for in, and constituting a part of, the Governing Documents.

9.6 Emergency Situations. The following shall constitute emergency situations: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development, (ii) a traffic or fire hazard, (iii) a threat of material damage to or destruction of the Development or any portion thereof, (iv) a violation of any provision of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether the violation has occurred (such as parking violations).

Notwithstanding any other provisions of the Governing Documents, under circumstances involving an emergency, the Board or its duly authorized agents may undertake immediate corrective or disciplinary action. After such action, the Board on its own initiative may (or upon request of the Owner as to whom such corrective or disciplinary action has been taken, the Board shall) conduct a hearing as soon thereafter as reasonably possible. If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of the disciplinary action which is

transmitted to the Owner. If the Board has not scheduled a hearing and the Owner desires a hearing, the Owner's written request therefor shall be delivered to the Association no later than five (5) days following the date when the notice of the Board's disciplinary action is transmitted to the Owner. The hearing shall be held not later than fifteen (15) days following the date of the Board's notice of the disciplinary action or fifteen (15) days following the receipt of the Owner's request for a hearing, whichever is later.

If a hearing is scheduled or requested, any sanctions imposed or other disciplinary action taken by the Board shall be held in abeyance and shall become effective only if affirmed at the hearing.

- 9.7 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.
- 9.8 Notices. Any notices required or given under this Article 9 shall, at a minimum, set forth the date, time, and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board, if any. The notice shall be in writing and, except as specifically required by law, may be given by any method reasonably calculated to give actual notice to the affected Member; provided, however, that if notice is given by mail, it shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Association.
- 9.9 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Member or members of his or her family or his or her tenants, Contract Purchasers, guests, invitees or household pets have violated any provision of the Governing Documents, and whether or not legal

or judicial proceedings are initiated, the Association shall be entitled to recover the full amount of all costs including attorney's fees incurred by the Association in responding to such a violation and/or in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorney's fees shall include, but shall not necessarily be limited to, the imposition of a Reimbursement Assessment as provided in Article 5 of this Amended Declaration.

**ARTICLE 10 AMENDMENT**

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10.1 Amendment. This Declaration may be amended by the affirmative vote or written consent of Members representing at least a majority of the Total Voting Power of the Association. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Association and recorded in the Office of the Plumas County Recorder.

**ARTICLE 11 GENERAL PROVISIONS**

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11.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

11.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

11.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

- 11.4 Number: Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.
- 11.5 Power of Attorney. To the extent necessary to carry out and enforce the provisions of this Declaration, an irrevocable power of attorney coupled with an interest is granted to the Association by the Owners and each of them.
- 11.6 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Lots and Common Areas, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of recordation of this Declaration. Thereafter the term shall be automatically extended for successive periods of ten (10) years each, unless within the six months prior to the expiration of the initial 30 year term or any 10 year extension period a written instrument, approved by Owners entitled to vote and holding at least a majority of the Total Voting Power of the Association, terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of Plumas County, California.

IN WITNESS WHEREOF, we, the Members of WEST ALMANOR COMMUNITY CLUB, constituting at least a majority of the Total Voting Power of said Association, hereby affirm, approve, and adopt the foregoing Amended Declaration of Covenants, Conditions and Restrictions of WEST ALMANOR COMMUNITY CLUB, in accordance with the Prior Declaration as referenced in the recitals, by means of the signatures of the President and Secretary of West Almanor Community Club, duly authorized by written consent of at least a majority of the Total Voting Power of the Association, which Amended Declaration of

Covenants, Conditions and Restrictions shall be recorded with the County Recorder of Plumas County, California.

DATED: August 3, 1998

WEST ALMANOR  
COMMUNITY CLUB

Sharon Shaw  
President

J. Willcutt  
Secretary

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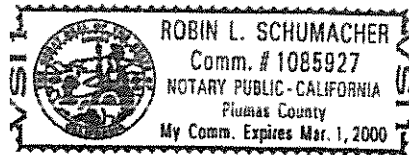
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF PLUMAS )

On August 4, 1998, before me, Robin L. Schumacher, personally appeared Sharon Shaw, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robin L. Schumacher (Seal)





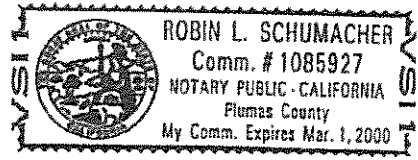
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF PLUMAS )

On Aug 7, 1998, before me, Robin L. Schumacher, personally appeared G.M. Willheit, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robin L. Schumacher (Seal)



List of Prior Declarations Superseded by  
Amended Declaration

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Unit No. 1, recorded May 29, 1974, Vol. 232, page 787,

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Unit No. 2, recorded May 17, 1976, Vol. 253, page 624,

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Unit No. 3, recorded July 28, 1977, Vol. 275, page 21,

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Unit No. 4, recorded August 1, 1978, Vol. 292, page 440,

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Unit No. 5, recorded January 6, 1983, Vol. 381, page 84,

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Top of the West Unit No. 1, recorded March 28, 1990, Vol. 519, page 33,

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Top of the West Unit No. 2, recorded June 8, 1992, Vol. 574, page 707,

Declaration of Conditions, Covenants and Restrictions for Lake Almanor West Subdivision, Top of the West Unit No. 3, recorded May 12, 1994, Vol. 629, page 343,

all in the Official Records of Plumas County, California.

Description of Property Subject to  
Amended Declaration

All the property shown on the

Map of Lake Almanor West Unit No. 1, filed May 7, 1974, Book 4 of Maps, Pages 42 through 48,

Map of Lake Almanor West Unit No. 2, filed May 17, 1976, Book 4 of Maps, Pages 76 through 80,

Map of Lake Almanor West Unit No. 3, filed September 23, 1976, Book 4 of Maps, Pages 87 through 89,

Map of Lake Almanor West Unit No. 4, filed August 1, 1978, Book 4 of Maps, Pages 111 through 118,

all in the Official Records of Plumas County, California.

*[These 4 maps describe all the property subject to the jurisdiction of West Almanor Community Club. Part of the property shown on the map for Unit No. 4 (i.e., Lot 198) has been further subdivided as shown on the maps listed in Exhibit C.]*

Subdivision Maps of Property Subject to  
Amended Declaration  
as of August 3, 1998

Map of Lake Almanor West Unit No. 1, filed May 7, 1974, Book 4 of Maps, Pages 42 through 48, *[Lots 1-173]*

Map of Lake Almanor West Unit No. 2, filed May 17, 1976, Book 4 of Maps, Pages 76 through 80, *[Lots 1-92]*

Map of Lake Almanor West Unit No. 3, filed September 23, 1976, Book 4 of Maps, Pages 87 through 89, *[Lots 1-73]*

Map of Lake Almanor West Unit No. 4, filed August 1, 1978, Book 4 of Maps, Pages 111 through 118, *[Lots 1-197, plus Lot 198]*

Map of Lake Almanor West Unit No. 5, filed August 30, 1982, Book 5 of Maps, Pages 67 through 71, *[Lots 1-50]*

Map of Top of the West, Unit No. 1, filed December 20, 1989, Book 6 of Maps, Pages 107 through 109, *[Lots 1-29]*

Map of West Almanor Heights Unit One, filed October 10, 1992, Book 7 of Maps, Pages 34 through 39, *[condo units]*

Map of Top of the West, Unit No. 2, filed February 18, 1992, Book 7 of Maps, Pages 40 through 42, *[Lots 1-15]*

Map of Top of the West, Unit No. 3, filed May 4, 1994, Book 7 of Maps, Pages 106 through 108, *[Lots 1-30]*

all in the Official Records of Plumas County, California.