



PLACER, County Recorder  
JIM MCCAULEY

**DOC- 2003-0181058**

Acct 2-PLACER TITLE  
Thursday, OCT 23, 2003 08:00:00  
REC \$13.00 MIC \$3.00 AUT \$11.00  
SBS \$10.00

\*1 Pd \$37.00

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RECORDING REQUESTED BY: )  
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)

PLACER TITLE COMPANY )

WHEN RECORDED MAIL TO: )  
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)

James Power, et al )  
6440 Hidden Treasure Road )  
Foresthill, CA 95631 )

*102-17330*

**BULLION MINE PROPERTY OWNERS ASSOCIATION  
FIRST RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This BULLION MINE PROPERTY OWNERS ASSOCIATION FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Restated Declaration"), which is entered into by and between James V. Power and Elizabeth C. Power, General Partners of the Power Family Limited Partnership; Kathrine Seabrook, Trustee of the Kathrine Seabrook Trust dated February 15, 1989; Patricia Power and Michael J. Power ("Property Owners"), is made with reference the following facts:

**RECITALS**

**WHEREAS**, BULLION MINE COMPANY, a Partnership, was formed on September 15, 1981;

**WHEREAS**, Bullion Mine Company, a Partnership, referred to therein as "Declarant" recorded a Declaration of Restrictions and Reciprocal Covenants and Easements ("Declaration") on December 3, 1981 in volume 2457, page 675, of the official records of Placer County, California, which affects all that certain real property within the County of Placer, State of California, which is more particularly described as follows:

LOTS 1 THROUGH 8, INCLUSIVE, LOT B AS SHOWN ON MAP ENTITLED TRACT NO. 546 BULLION MINE SUBDIVISION RECORDED IN THE OFFICE OF THE PLACER COUNTY RECORDER ON DECEMBER 23, 1981, IN BOOK "N" OF MAPS, AT PAGE 41.

APN 064-110-027 THROUGH 064-110-035, INCLUSIVE,  
APN 064-110-025 AND 064-110-040;

**WHEREAS**, the Declaration was amended by a written document ("Amendment") recorded on July 16, 2003, as Instrument No. 2003-0116415 of the Official Records of Placer County, California; and

**WHEREAS**, The Property Owners own all of the Residence Lots referred to in the Declaration; and constitute the Association, as defined therein;

**NOW, THEREFORE**, the Property Owners hereby restate the Declaration to provide, in its entirety, as follows:

1. **Land use and Building Type.** No more than one (1) single-family residence and attendant "Mother-in-law" quarters shall be constructed upon each Residence Lot, in accordance with Placer County zoning regulations.
2. **Minimum Total Floor Area.** No single-family residence or dwelling shall be erected or permitted to remain on any Residence Lots having a total floor area, exclusive of open porches, garage or other outbuildings, of less than one thousand five hundred (1,500) square feet.
3. **Roofs.** Roof structures shall not be permitted with tar and gravel or composition roof.
4. **Building Location.** All structures, except fences, shall be set back at least fifty (50) feet from property lines, or a greater distance if required by local ordinance. No building shall be located on any Residence Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or as determined by the local governing authority. For the purposes of this covenant, eaves, steps, and chimneys shall not be considered.
5. **Undivided Interests.** Each Residence Lot shall be owned by one or more persons who shall have the right of exclusive occupancy thereof, together with an undivided one-eighth (1/8) interest in Lot B, which shall be held as tenants in common with the remaining Residence Lot owners. Each Residence Lot, together with its respective interest in Lot B, shall remain undivided and no owner shall bring any action for its partition.
6. **Lot Purpose.** Each Residence Lot shall be used as a residence for a single family, which may include a mother-in-law unit, and for no other purpose. No owner shall in any way sever his Residence Lot from his interest in Lot B.
7. **Architectural Control.** No structure shall be erected, placed, or altered on any Residence Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee

as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any Residence Lot nearer to any street than the minimum building setback line unless similarly approved.

8. **Architectural Control Committee.** The Architectural Control Committee is composed of James V. Power, Katherine Seabrook, and Patricia Power. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the Residence Lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

9. **Committee Procedures.** The Architectural Control Committee's approval or disapproval as required herein shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. In no event shall approval of plans and specifications be unreasonably withheld.

10. **Construction of Improvements.** All improvements constructed upon any Residence Lot shall be completed, and a Certificate of Occupancy shall be issued, on or before that date which is eighteen (18) months subsequent to the date of issuance of the Building Permit.

11. **Nuisances.** No noxious or offensive activity shall be conducted upon any Residence Lot or Lot B, nor shall anything be done or placed thereon which may be or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their Residence Lots or Lot B.

12. **Temporary Structures.** Mobile homes, travel trailers, recreational vehicles, tents, shacks, garages, barns, or any other outbuildings shall not be used as living units except for a period of eighteen (18) months from the date a building permit is issued for an approved residence.

13. **Electrical Generators.** Electrical generators shall be housed in a soundproof structure with maximum muffling of exhaust noise.

14. **Motorcycles and Motor Driven Bicycles.** Motorcycles and motor-driven bicycles shall not be used off of a paved road.

15. **Signs.** No sign of any kind (except name and address of occupant) shall be displayed to the public view on any Residence Lot or on Lot B except a sign containing not more than five (5) square feet advertising the Residence Lot for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

16. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Residence Lot or Lot B, nor shall oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any Residence Lot or Lot B. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Residence Lot or Lot B.

17. **Water, Fuel and Propane Tanks.** Water, fuel and propane tanks are permitted on each Residence Lot; provided, however, that said tanks shall only be used to supply water, fuel and/or propane to the dwelling units located on said Residence Lot.

18. **Livestock and Poultry.** No animals of any type may be kept, bred, or maintained for any commercial purpose on any Residence Lot or Lot B. Animals shall only be allowed on Residence Lots. Not more than three (3) horses or household pets shall be allowed on any Residence Lot without the express written approval of the Bullion Mine Homeowners Association.

19. **Garbage and Refuse Disposal.** No Residence Lot and no portion of Lot B shall be used or maintained as a dumping ground for rubbish. With the exception of trees and brush permitted during burn season, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish shall be burned within one (1) year.

20. **Grading.** No grading shall be performed within one hundred feet (100') of Volcano Creek.

21. **Community Services.** No commercially produced electrical power, public school bus service, telephone, or county snow removal service is presently provided, as it is economically unfeasible to obtain or provide any of these services to this subdivision. For winter access, private snow removal services must be obtained.

22. **Lot 9.** Lot 9 as shown on the map entitled Tract No. 546, Bullion Mine Subdivision, recorded in the office of the Placer County Recorder on December 23, 1981 in Book "N" of Maps at Page 41 was created for sale separately from this planned unit and is not subject to any provision, restriction, covenant or easement of this First Restated Declaration.

23. **Fire Protection.** There may be no fire protection from structural fires within the Bullion Mine Subdivision during certain times of the year and the Bullion

Mine Property Owners Association assumes no responsibility for the provision of the same.

24. **Logging on Adjacent Properties.** Adjacent properties may be managed for commercial timber production, which includes spraying, logging, clearing and related activities.

25. **Heavy Equipment.** Except during the construction of improvements on the Residence Lots, no heavy equipment shall be kept or maintained within view of the other Residence Lots or Lot B.

26. **Antennae.** No antennae of any type, including, but not limited to, antennae used for amateur radios, televisions, FM radio or AM radio, or similar structure shall be erected or maintained on or about any Residence Lot or any portion of any improvement thereof, except such antennae as are initially approved and installed during the construction of the buildings or as are thereafter approved by the Architectural Control Committee.

27. **Lot B.** Water, timber and mineral rights pertaining to Lot B accrue for the benefit of the Residence Lot owners. Decisions affecting those matters shall be made by the Association on a pro rata ownership basis, i.e., one vote for one Residence Lot. Said Lot B shall be preserved as open space and used for recreational purposes for the use and benefit of the Residence Lots, and the occupants thereof. No building or other substantial improvement shall be constructed upon Lot B which may in any way conflict with the uses set forth in this First Restated Declaration.

28. **Private Roadways.** Private roadways have been constructed on the Residence Lots and Lot B. Said private roadways are more particularly described as follows:

ALL ROADS LYING WITHIN THE BOUNDARIES OF  
TRACT NO. 546 BULLION MINE SUBDIVISION  
RECORDED IN THE OFFICE OF THE PLACER  
COUNTY RECORDER ON DECEMBER 23, 1981, IN  
BOOK "N" OF MAPS, AT PAGE 41.

APN 064-110-PORION OF 040

The private roadways, excluding private driveways, are hereby granted to the Association, and shall hereafter be included within Lot B. The private roadways shall be for the benefit of all Residence Lot owners and each Residence Lot owner shall have the right to use the private roadways. Such use shall be limited to the private use of Residence Lot owners and their family members, tenants and guests, subject to all applicable provisions of this First Restated Declaration.

29. **Roads and Fire Protection Facilities.** Private roadways and fire protection facilities as now exist or as may be constructed shall be constructed and maintained by the Association which shall bear the costs thereof.

30. **Costs of Association.** The costs incurred by the Association, including, without limitation, the cost of maintaining Lot B, including the private roadways, shall be borne by the Residence Lot owners. Each Residence Lot owner shall, on demand, pay one-eighth of said cost. If approved by a majority of the Residence Lot owners, the Association may approve an annual budget and impose an assessment upon the Residence Lot owners. The Association shall have the power to enforce said assessments in the manner provided herein.

31. **Enforcement.** The Association, or any Residence Lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this First Restated Declaration. Failure by the Association, or by any Residence Lot owner, to enforce any covenants or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

32. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

33. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

34. **Amendment.** This First Restated Declaration may be amended by a recorded instrument signed by not less than seventy-five percent (75%) of the Residence Lot owners, provided that any provision herein which is expressly made for the benefit of the County of Placer or which first requires the approval of the County of Placer cannot be amended without the prior approval of the County of Placer. Additionally, all provisions in this First Restated Declaration relating to the levying and collecting of assessments against the members of the Association shall not be amended, except upon the prior approval of the County of Placer.

35. **Placer County.** The provisions hereinabove set forth as paragraphs 1, 6, and 33 are made for the express benefit of the County of Placer, State of California, which County shall have the authority to enforce the provisions of this section. Any modifications, amendment or change in the provisions hereof shall be subject to the approval of the appropriate officials and/or agencies of said County.

36. **Damages.** Damages for any breach of the terms, restrictions and provisions of this First Restated Declaration are hereby declared not to be adequate compensation, but such breach and/or continuation thereof may be enjoined or abated by

appropriate proceedings by the Declarant or by any owner of any Residence Lot or Lots in the subdivision.

37. **Mortgage Protection.** Nothing contained in this First Restated Declaration shall impair or defeat the lien of any Mortgage or Deed of Trust made in good faith and for value, but title to any property subject to this First Restated Declaration obtained through sale in satisfaction of any such Mortgage or Deed of Trust shall thereafter be held subject to all of the restrictions and provisions hereof.

38. **Mutual Equitable Covenants and Servitudes.** The various restrictive measures and provisions set forth in this First Restated Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Residence Lot in said subdivision and failure by Declarant or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

39. **Owners Subject to Declaration.** Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or a contract or agreement of purchase, accepts the same subject to all of the covenants, restrictions, easements, and agreements set forth in this First Restated Declaration and agrees to be bound by the same.

40. **Context.** As used in this First Restated Declaration, all references to the singular include the plural, and references in the masculine gender include the feminine, wherever the context so requires.

41. **Attorneys' Fees and Costs.** In the event that action is instituted in a court of proper jurisdiction to enforce any of the covenants, conditions, restrictions, easements, or agreements described herein, the prevailing party shall be entitled to recover such costs and attorneys' fees as the court may allow.

42. **References to State Statutes.** Any references in this First Restated Declaration to State Statutes shall be to the referenced statute as in effect on the date that this First Restated Declaration is recorded in the Official Records of Placer County. In the event that any referenced statute is subsequently amended or superseded, all such references shall thereon mean and refer to the referenced statute as so amended, modified or superseded, so long as the amended statute continues to regulate or pertain to the same subject matter.

43. **Governing Law.** This First Restated Declaration shall be governed by, shall be construed in accordance with, the laws of the State of California.

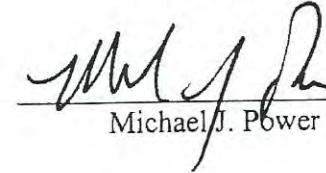
44. **Supersession of Prior Agreements.** This First Restated Declaration of Covenants, Conditions and Restrictions of Bullion Mine Property Owners Association shall supersede the original Declaration and any amendments thereto, whether or not recorded.

Executed on the day and year set forth below.

Dated: October 21, 2003

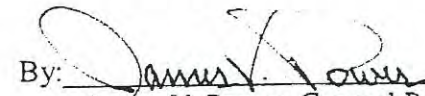
  
\_\_\_\_\_  
Patricia Power

Dated: Sept. 29, 2003

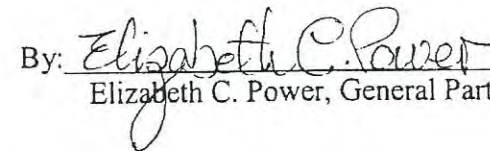
  
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Michael J. Power

THE POWER FAMILY  
LIMITED PARTNERSHIP

Dated: OCT. 15, 2003

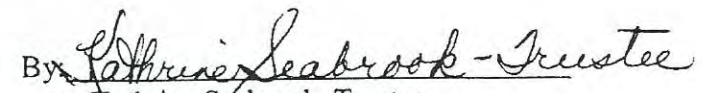
By:   
\_\_\_\_\_  
James V. Power, General Partner

Date: OCT. 15, 2003

By:   
\_\_\_\_\_  
Elizabeth C. Power, General Partner

THE KATHRINE SEABROOK TRUST  
DATED FEBRUARY 15, 1989

Dated: Sept. 25, 2003

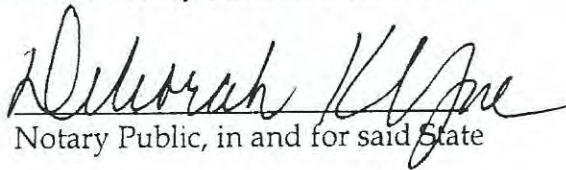
By:   
\_\_\_\_\_  
Kathrine Seabrook, Trustee



STATE OF CALIFORNIA )  
 )  
COUNTY OF PLACER )

On this 21<sup>st</sup> day of October in the year of 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA POWER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

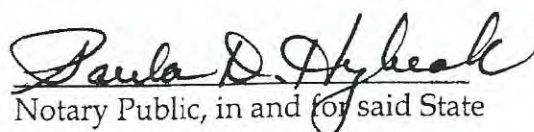
  
Notary Public, in and for said State



STATE OF CALIFORNIA )  
 )  
COUNTY OF PLACER )

On this 29<sup>th</sup> day of September, in the year of 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL J. POWER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public, in and for said State

*exp 06-19-05*

