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FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE CRYSTAL FALLS SUBDIVISION

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**FIRST RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE CRYSTAL FALLS SUBDIVISION**

The declarations of protective restrictions attached hereto as Exhibit "A" (The "Original Declarations"), which were executed by the LEISURE INVESTMENT CO. and which were recorded on March 17, 1970, in Book 5 of Subdivisions, Page 89, et seq in the Official Records of Tuolumne County, California, are each and all hereby consolidated, amended, and extended by this single First Restated Declaration of Covenants, Conditions, and Restrictions of the Crystal Falls Subdivision (hereinafter the "amended declaration") covering Lots 1 to 881 inclusive and also Lots 1448 and 1776 of Crystal Falls Ranch Subdivision, Units 1 to 4 inclusive (hereinafter the "Properties") as follows:

RECITALS

1. The original Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declarations and thereby created Lots 1 to 881 inclusive and also Lots 1448 and 1776 of Crystal Falls Ranch Subdivision, Units 1 to 4 inclusive.
2. Lots 1 to 881 inclusive and also Lots 1448 and 1776 of Crystal Falls Ranch Subdivision, Units 1 to 4 inclusive were originally owned by Leisure Investment Co., the original Declarant and are now owned by the several and various members of the Crystal Falls Association.
3. The original Declarant intended that the Crystal Falls Subdivision become a "planned development" as that term is now defined in §1351(k) of the California Civil Code.
4. On March 16, 1998, more than fifty-one percent (51%) of the Owners of Lots within the Properties voted by written ballot to amend, extend, and restate the Original Declarations, in accordance with the procedures for amendment set forth in the California Civil Code §§1350 et seq. It is the Owners' intent to replace the Original Declarations, in their entirety, with the recordation of this amended Declaration.
5. As so amended and restated, the easements, covenants, restrictions and conditions set forth in the amended Declaration shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion of the Properties, and shall inure to the benefit of each Owner.

ARTICLE I Definitions

- 1.1 Assessments means any regular or special assessment levied against a Lot and its Owner pursuant to the amended declaration or pursuant to the Bylaws of the Crystal Falls Association.
- 1.2 Association means The Crystal Falls Association. The Association is an "association" as defined in California Civil Code section 1351(a).
- 1.3 Association Rules means the rules, regulations and policies adopted by the Association through the original Declarations, the amended declaration, and/or the Association Bylaws.
- 1.4 Common Areas and Facilities means all real property and improvements to real property owned by the Association for the common use and enjoyment of the Owners, including but not limited to the lake, stables, and corral.
- 1.5 Governing Documents means the Articles of Incorporation, the amended declaration and the Bylaws of The Association.
- 1.6 Lot means any parcel of real property designated by a number on the Subdivision Map of the Properties, excluding the Common Area and Facilities.
- 1.7 Owner means the person or persons who own any fee in one or more Lots within the Properties.

ARTICLE II Property Rights and Obligations of Owners

- 2.1 Owners' Nonexclusive Easements of Enjoyment. Every Owner shall have a nonexclusive easement in and to the Common Areas and Facilities subject to the right of the Association to regulate their use and enjoyment.
- 2.2 Payment of Assessments and Compliance With Rules. Each Owner shall pay when due each regular and special Assessment levied against each Lot owned by the Owner. Each Owner shall comply with all rules and regulations set forth in, or promulgated by the Association pursuant to, any Governing Document. Each Owner shall guarantee that all family members, guests and tenants also abide by all rules and regulations.

- 2.3 Restriction on Re-subdivision. No Lot shall be further subdivided nor shall less than an entire Lot be transferred. No Owner shall be entitled to sever his or her Lot from the Common Areas and Facilities of the Properties.

ARTICLE III Homeowners Association

- 3.1 Membership. All Owners of Lots in this subdivision shall, at the time they acquire title to a Lot, become members of The Crystal Falls Association, a California nonprofit, mutual benefit corporation. Each Owner shall remain a member until his/her ownership in all Lots in the Properties ceases.
- 3.2 Transfer of Membership. Any transfer of ownership of a Lot shall automatically transfer membership. The transferee shall be subject to all easements, protective covenants, conditions, restrictions, reservations, liens and charges contained in this Declaration or the other Governing Documents. The Owner of the affected Lot shall provide copies of this Declaration and the Governing Documents to the transferee.

ARTICLE IV Powers and Authority of the Association

- 4.1 In General. The Association shall own, manage and maintain the Common Areas and Facilities in conformance with the Governing Documents. The Association shall have all of the powers of a nonprofit, mutual benefit corporation. The Association shall perform all acts necessary to assure the peace, health, comfort, safety, or general welfare of the Owners.
- 4.2 Limited Right of Entry. The Association shall have the right, when necessary, to enter any Lot to perform the Association's obligations under the Governing Documents. The Association or its agents shall furnish the Owner with at least 24 hours' written notice of its intent to enter the Lot, except in case of emergency.
- 4.3 Rule Making Power. The Association may propose, enact, and amend rules and regulations of general application to the Owners of Lots within the Properties. Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth in Article IX.

ARTICLE V Assessments

- 5.1 In General. Each Owner of one or more Lots agrees to pay to the Association (i) regular and (ii) special Assessments in amounts set by the Association pursuant to its Articles of Incorporation and Bylaws. Regular Assessments shall cover the normal operating expenses of the Association and shall be paid in quarterly installments. Special Assessments shall be levied only (i) if the regular Assessment is insufficient to cover the normal operating expenses of the Association, or (ii) for capital improvements to the Common Area and Facilities.
- 5.2 Personal Obligation. All Assessments, together with late charges, interest, and reasonable collection costs (including reasonable attorneys' fees), shall be a personal obligation of the Owner of the Lot at the time the Assessment was levied.
- 5.3 Certificate of Assessments. The Association must provide to any Owner upon written demand a certificate setting forth the amount of that Owner's delinquent and currently due Assessments. The Association must provide the certificate within 15 business days of receiving both a written demand and payment of a reasonable fee not to exceed \$35.
- 5.4 Enforcement of Obligation. If any Assessment is not paid within 15 business days after becoming due, payment shall be in default. In addition to any and all other remedies granted by California law, the Association may enforce any assessment in default as follows:
- (i) Revoke any or all privileges relating to Common Areas and Facilities.
 - (ii) By suit or suits at law to enforce each such assessment obligation. Each such action shall be brought in the name of the Association, which shall be deemed to be acting on behalf of all its members. Any judgment rendered in any such action shall include, where permissible under law, a sum for actual attorneys fees against such defaulting owner. Upon full satisfaction of any such judgment, it shall be the duty of the corporation, by an authorized officer thereof, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.
 - (iii) At any time within ninety (90) days after the occurrence of any such default, the Board of Directors

may state the date of delinquency, the amount of the delinquency and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board of Directors may elect to file a claim of lien against the Lot of such delinquent owner. Such claim of lien shall state:

- (a) The name of the delinquent owner, or owners in default on an assessment;
- (b) The legal description of the Lot or Lots against which claim of lien is made;
- (c) The amount claimed to be due and owing (with any proper offset allowed);
- (d) That the claim of lien is made by the corporation pursuant to the terms of these restrictions (giving the date of execution and the date, book, and page references of the recording thereof in the Office of the Recorder of the County of Tuolumne);
- (e) That a lien is claimed against said described Lot in an amount equal to the amount of the stated delinquency; and
- (f) The name and address of any trustee authorized by the Association to enforce the lien for sale.

Any claim of lien or release thereof shall be signed, dated, and acknowledged by two officers of the Board of Directors. The notice of delinquent assessment shall be mailed in the manner set forth in Civil Code §2924b, to all record owners of that Lot no later than 10 calendar days after recordation. Upon any payment of the sums specified in the notice of delinquent assessment, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County of Tuolumne, the lien claimed therein shall immediately attach and become effective, subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien. After the expiration of 30 days following the recording of any such lien, that lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under

power of sale. In the event such foreclosure is by action in court, actual attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is conducted as in the case of a mortgage under power of sale, any person designated by the Board of Directors in writing shall be deemed to be acting as the agent of the lienor (mortgagee) and shall be entitled to actual expenses and such fees as may be allowed by law. The certificate of sale shall be executed and acknowledged by any two officers of the corporation or by the person conducting the sale. A deed upon foreclosure shall be executed in like manner.

- 5.5 A monetary penalty imposed under Article IX by the Association as a means of reimbursing the Association for costs incurred by it in the repair of damage to common areas and facilities for which the owner or the owner's guests or tenants were responsible may become a lien against the owner's separate interest enforceable by the sale of the interest pursuant to Article V, 5.5.

ARTICLE VI Construction Standards

- 6.1 No structure shall be erected or maintained on any portion of any property on any of said Lots except a one-family dwelling house not exceeding two stories in height, or a garage, which may or may not be connected with, or from a part of such dwelling. Not more than one such dwelling house shall be erected or maintained on any Lot.
- 6.2 No building shall be erected on any Lot nearer than 20 feet to the front street property line of that Lot, nor shall any building be erected on any Lot nearer than 10 feet to any side or rear lot line, without the written consent first had and obtained from the Association.
- 6.3 The exterior of any dwelling house, garage, or out-building to be erected upon any Lot shall be completed within six months after the foundations for said house, garage, or building have been laid and constructed, and shall be constructed of wood, masonry, stucco, or a combination of these materials only.
- 6.4 No permanent dwelling house shall be constructed or maintained upon any Lot with less than 800 square feet of living area on the main floor of such house; nor shall any building be constructed or maintained on any Lot that is intended for occupancy or occupied as a dwelling, unless

there be constructed and maintained in connection therewith a sewage disposal system approved by the Tuolumne County Health Department.

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- 6.5 No dwelling, house, garage, or an out-building to be erected, except as approved by applicable Departments of the County of Tuolumne, on any Lot shall be constructed or maintained. No garage to be constructed on any Lot prior to completion of a dwelling house on that Lot. No tents, shelters, or temporary garages be erected on any Lot. No tent, trailer, garage, or other out-building, temporary or permanent, shall be used as a dwelling house without the written consent of the Association. Any dwelling houses on any Lot shall be constructed on a solid concrete footing under the outside walls, or alternatively shall be built in compliance with then applicable county and state building standards and codes.

ARTICLE VII Use of Properties and Restrictions

- 7.1 Residential Use. Except for existing commercial designated Lots, Lots 1-11, all Lots within the Properties shall be limited to single family residential use.
- 7.2 Signs. Except for existing commercially designated Lots, no advertising signs shall be displayed on any Lot or posted within or upon any of the Properties, except "For Rent" or "For Sale" signs of reasonable dimensions and appearance.
- 7.3 Clearances. All improvements shall be kept in a clean and safe condition, and shall be free and clear of all fire hazards. Each Owner shall allow cutting or trimming of trees or brush as necessary for fire safety purposes, for maintaining public utilities, ensuring roadway visibility, or other reasonable purpose.
- 7.4 Common Areas and Facilities. Common Areas and Facilities shall be preserved and used for recreational purposes and other purposes incidental and ancillary to the use of Lots. Their use shall be limited to the private use for esthetic and recreational purposes by Owners, their tenants, families and guests.
- 7.5 Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried out or conducted on or in conjunction with any Lot or Common Area and Facility. No activity shall be allowed that is or could become an

unreasonable annoyance or nuisance to other Owners or interfere with their enjoyment of their property. Owners are specifically prohibited from causing excessive noise.

- 7.6 Animals. A reasonable number of common household pets may be kept on a Lot. The Association may maintain stables, a barn, corral, and other common facilities for the owners' board and use of horses. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot. All Owners are required to keep all pets and animals including, but not limited to, dogs and horses under their direct control at all times. The Association shall:
- (i) Adopt specific guidelines including, but not limited to, a schedule of fines and/or penalties for members and/or guests of members who fail to so control their pets and animals; and
 - (ii) Have the right to establish and enforce additional rules and regulations in regard to the keeping and/or boarding of pets and/or horses.
- 7.7 Garbage and Rubbish. Each Owner shall store rubbish, trash, and garbage, entirely within an appropriate, covered container or facility pending prompt removal. Extraordinary accumulations of rubbish, trash, garbage or debris, such as during moving or the construction of modifications and improvements, shall be promptly removed to a public dump or trash collection area by the Owner or tenant at his or her expense. The Association shall be entitled to impose reasonable fines and penalties for the collection of garbage.
- 7.8 Variances. Upon written application by any Owner, the Association may grant reasonable variances from the property use restrictions set forth in this Article VII. No such variance shall be effective unless granted in a writing signed by a majority of the then-serving Association Board of Directors. In determining an application for a variance, the Association shall consider whether application of the restriction will, in its sole discretion, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.
- 7.9 Written Notice of Property Use Violations. The Association shall provide written notice to an Owner or tenant of violations of land use restrictions. The written notice shall describe the noncomplying condition, request that the Owner or tenant correct the condition within a reasonable

time specified in the notice, and advise the Owner or tenant of appeal rights. If the Owner or tenant fails to bring the condition into compliance within the specified time frame, the Association may proceed as described in Article IX.

ARTICLE VIII Easements

- 8.1 Blanket Utility Easement. A blanket easement exists upon, across, over and under all of the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones, drainage and electricity. The easements provided for in this Declaration in no way affect any other recorded easement on the Properties.
- 8.2 Maintenance Easements. An easement is hereby granted to the Association to enter in or to cross over or through the Common Areas and Facilities and any Lot to maintain and repair the Common Areas and Facilities. Entry by the Association or its agents onto any Lot shall only be undertaken in strict compliance with Paragraph 4.2.

ARTICLE IX Breach and Default

- 9.1 In General. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document, including this Declaration, any owner or the Association on behalf of all other owners, may enforce the Rule or restriction. Any action taken to enforce provisions in this Declaration shall be pursuant to civil Code §1354. The prevailing party shall be awarded actual attorneys' fees and costs.
- 9.2 Schedule of Fines. As allowed by California Civil Code §1363, the Association may implement a schedule of reasonable fines and penalties for particular offenses that are serious, common, or recurring. Pursuant to California Civil Code §1367, and excepting fines or penalties imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to common areas and facilities for which the owner or the owner's guests or tenants were responsible, such fines and penalties shall not be characterized nor treated as an assessment which may become a lien against the owner's lot.

9.3 Definition of "Violation." A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, the Association may impose a per diem fine in addition to the base fine for the initial violation.

9.4 Hearing. No penalty or temporary suspension of rights shall be imposed unless the owner alleged to be in violation is given at least 15 days prior notice of the proposed penalty or temporary suspension and is given an opportunity to be heard before the Board of Directors or other appropriate committee of the Association. If the owner requests a hearing, it must be conducted at least 5 days before the effective date of the proposed disciplinary action.

Notwithstanding the foregoing, the Association may undertake immediate corrective or disciplinary action under circumstances involving conduct that constitutes (i) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring owners; (ii) a traffic or fire hazard; (iii) a threat of material damage to, or destruction of, the Common Area and Facilities; or (iv) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred. The offending owner may request a hearing in writing and within 5 days following the Association's disciplinary action, the Association shall conduct a hearing as soon as reasonably possible.

9.5 Notices. Any notice required by this Article shall set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation, and a reference to the specific governing document provision alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice.

ARTICLE X General Provisions

10.1 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 the Lots and the Common Areas and Facilities and shall inure to the benefit of and be binding upon the Owners, the Association and their respective successors in interest,

beginning upon the occurrence of both certification of a vote enacting and then the subsequent recordation of this Declaration, and extending for a term of 20 years from the date of the recording of this Declaration. At that time this Declaration shall be automatically extended for successive periods of 10 years each unless, within 6 months prior to the expiration of a term, a written instrument, approved by fifty-one percent (51%) of all of the Owners, is properly recorded, terminating the effectiveness of this Declaration.

10.2 Amendment. This Declaration may be amended, extended or revoked in any respect by the written assent of fifty-one percent (51%) of all of the Owners.

10.3 Restrictions Severable. The covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision shall not affect the validity or enforceability of any other provision.

10.4 Captions. All captions or titles used in this Declaration are intended solely for reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

10.5 Restrictions Construed Together. All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concept of the development of the properties as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

10.6 Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter, as the context requires.

10.7 Exhibits. All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

CRYSTAL FALLS ASSOCIATION

Dated: April 9, 1998

By: Marjorie Anne Houser
PRESIDENT

Dated: April 9, 1998

By: Betty L. Lindquist
SECRETARY, BOARD OF DIRECTORS

STATE OF CALIFORNIA
County of Tuolumne

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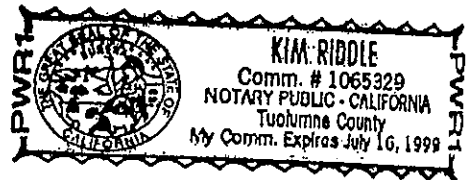
On April 9, 1998 before me KIM RIDDLE, NOTARY personally appeared Marjorie Anne Houser and Betty L. Lindquist

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ar subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorize capacity(ies), and that by this/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 Kim Riddle
Notary Public in and for said County and State
KIM RIDDLE

(Seal)





Recording Requested by
Michael R. Germain, Attorney
945 Morning Star Drive
Sonora, CA 95370

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Page 1 of 2
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**AMENDMENT OF FIRST RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE CRYSTAL FALLS SUBDIVISION**

The "First Restated Declaration of Covenants, Conditions and Restrictions of the Crystal Falls Subdivision," recorded on April 9, 1998, as Document number 005284, Book 1508, Page 0687, Tuolumne County Official Records, is hereby Amended pursuant to Article X, Section 10.2 thereof, in the following manner only: The italicized text set forth below is hereby added to Article VI, Section 6.3 of said "First Restated Declaration of Covenants, Conditions and Restrictions of the Crystal Falls Subdivision:"

The exterior of any dwelling house, garage, or out-building to be erected upon any Lot shall be completed within six months after the foundations for said house, garage, or building have been laid and constructed, and shall be constructed of wood, masonry, stucco, *aluminum, vinyl*, or a combination of these materials only.

Except for the addition of the above italicized language to said Section 6.3, the "First Restated Declaration of Covenants, Conditions and Restrictions of the Crystal Falls Subdivision" shall remain unchanged and in full force and effect.

A Resolution authorizing the Amendment and the recordation of this document is available upon request to the Board of Directors of the Crystal Falls Homeowners Association.

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CRYSTAL FALLS HOMEOWNERS ASSOC.

Dated Oct 4, 2004

By [Signature]
Name BARRY SCHLOFFER
Title PRESIDENT

Notary Acknowledgment

STATE OF CALIFORNIA
COUNTY OF TUOLUMNE } S.S.

On October 4, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared BARRY SCHLOFFER 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: [Signature]
Name: FRED F. WOOD

