

# **LAKE CAMANCHE VILLAGE**

**Articles  
By-Laws  
Restrictions**

**LAKE CAMANCHE VILLAGE  
OWNERS' ASSOCIATION  
PO BOX 4032  
IONE, CA 95640**

**ARTICLES OF INCORPORATION  
OF  
LAKE CAMANCHE VILLAGE ASSOCIATION**

1. The name of this corporation shall be LAKE CAMANCHE VILLAGE ASSOCIATION.

2. The purposes for which this corporation is formed are:

A. The specific and primary purposes are: To unite property owners in Lake Camanche Village Subdivision, a subdivision located in Amador and San Joaquin Counties, California; to encourage civic improvements in said subdivision and vicinity; to promote community activities and interest in said subdivision; to cooperate with other organizations having similar objectives; and to improve and maintain common areas and community facilities within said subdivision.

B. The general purposes and powers are: To acquire by grant, gift, purchase, devise, or bequest and to hold and dispose of such property as the purposes of the corporation shall require; to sell, assign, lease, or license real or personal property; to enter into, make, or perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic, or government conducive to the attainment of any of the objects or purposes of the corporation; to borrow money and issue bonds, debentures, notes, and other evidences of indebtedness; and to secure the payment or performance of its obligations by mortgage, deed of trust, pledge, or otherwise; and in general, to carry on any other activity in connection with the foregoing; and to have and exercise all the powers conferred by the State of California upon non profit corporations formed under the laws of the State of California.

C. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this organization.

3. This corporation is organized pursuant to the General Non-profit Corporation Law of the State of California.

4. The county in this State where the principal office for the transaction of the business of this corporation is located in Amador County.

5. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Richard C. Roller  
P. O. Box 1057  
San Andreas, California 95249

John Sparrowk  
411 Industrial Parkway  
Hayward, California 94544

Louis B. Miller  
411 Industrial Parkway  
Hayward, California 94544

6. The authorized number and qualifications of members of the corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability in dues and assessments and the method of collection thereof, shall be as set forth in the By-Laws.

7. This corporation is one which does not contemplate pecuniary gain or profit to the members thereof, and it is organized solely for non-profit purposes. In no event shall the net earnings, income or assets of this corporation be distributed to, or inure to the benefit of, any member, director or officer of this corporation or other private individual, either directly or indirectly. Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation, which is organized and operated exclusively for charitable, religious and/or scientific purposes, and which has established its tax-exempt status under Section (501) (c) (3) of the Internal Revenue Code. If this corporation holds any assets on trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which this corporation's principal office is located, upon petition therefor by the Attorney General, or by any person concerned in the liquidation.

**IN WITNESS WHEREOF**, the undersigned, being the persons herein above named as the first directors, have executed these Articles of Incorporation this 3<sup>rd</sup> day of April, 1970.

Richard C. Rolleri  
John Sparrowk  
Louis Miller

STATE OF CALIFORNIA

ss.

COUNTY OF CALAVERAS

On this 3<sup>rd</sup> day of April in the year one thousand nine hundred and seventy before me, Barbara J. Mohrmann, a Notary Public, State of California, duly commissioned and sworn, personally appeared Richard C. Rolleri, John Sparrowk, Louis Miller known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

**IN WITNESS WHEREOF** I have have hereunto set my hand and affixed my official seal in the County of Calaveras the day and year in this certificate first above written.

Barbara J. Mohrmann  
Notary Public, State of California

(Seal)

My Commission Expires March 9, 1971.

**BY-LAWS  
OF  
LAKE CAMANCHE VILLAGE ASSOCIATION**

**ARTICLE I**

Identification

Section 1. Name. The name of this corporation is LAKE CAMANCHE VILLAGE ASSOCIATION which shall be referred to herein for convenience as the "Association."

Section 2. Principal Office. The principal office of the Association shall be in the Counties of Amador and San Joaquin Counties, State of California. Initially, however, the principal office of the Association may be maintained in Calaveras County, California.

**ARTICLE II**

Purpose and Powers

Section 1. Purpose. The primary purpose of the Association shall be to further and promote the common interests and welfare of its members within the subdivided land area situated in Amador and San Joaquin counties, California, known and to be known generally as Lake Camanche Village, referred to herein for convenience as the "Subdivision."

Section 2. Powers. The Association shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote its object and purposes, except carrying on a business or trade for profit, and in connection therewith shall have but shall not be limited to, the following powers:

- (a) To acquire real or personal property by gift, purchase or other means;
- (b) To own, hold, enjoy, lease, operate, maintain, convey, sell, assign, transfer, mortgage or otherwise encumber, or dedicate for public or private use, any real or personal property owned by it;
- (c) To exercise the powers and functions granted to it in the recorded restrictions of each unit in the Subdivision;
- (d) To acquire, construct, maintain and operate recreational facilities of all kinds within the Subdivision;
- (e) To care for vacant, unimproved or unkept lots;
- (f) To maintain, rebuild, repair, beautify and otherwise care for all streets within the Subdivision not subject to maintenance by governmental authority.
- (g) To pay taxes and assessments, if any, levied by any governmental authority on property owned by it;
- (h) To enforce charges, easements, restrictions, covenants, conditions and agreements existing upon or created for the benefit of the real property in the Subdivision;

- (i) To appoint such committees as may be necessary to, or convenient in, the discharge of any of its obligations or powers;
- (j) To levy an annual charge upon its members and to declare the same a lien against the property subject thereto in accordance with the recorded restrictions of each unit in the Subdivision;
- (k) To prescribe and enforce motor vehicle speed limits with the Subdivision;
- (l) To sue to collect any charges not paid and in connection therewith to foreclose any lien granted to it;
- (m) To borrow money, contract debts, and issue bonds, notes and debentures, and secure the payment or performance of its obligations;
- (n) To expend its moneys for the payment and discharge of all proper costs, expenses and obligations incurred in carrying out all or any of these powers in furtherance of its purposes and objectives;
- (o) To contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;
- (p) To contract and pay for maintenance, gardening, utilities, materials, supplies and services relating to property or facilities owned or operated by it and to employ personnel reasonably necessary for the administration of its affairs including legal counsel and accountants; and
- (q) To do all other acts necessary or expedient for the administration of its affairs and the attainment of its purposes.

### ARTICLE III

#### Membership

Section 1. Classes. There shall be two (2) classes of membership in the Association, i.e., members and associate members.

Section 2. Members. Membership shall be appurtenant to lots (as the same are defined herein) in the Subdivision and all persons who become owners thereof shall, by reason of such ownership, become and hereby are made members of the Association. The Subdivision developer shall be a member by reason of its inventory of unsold lots.

Members shall be limited to the owners of not less than one (1) lot (as the same is defined herein) in the Subdivision. Only one (1) of any number of co-owners of a lot shall be a member. A lot held by a husband and wife in any form of joint ownership, including community property, shall qualify the owners for one (1) membership only, to be issued in the name of the husband unless otherwise directed.

Ownership of more than one (1) lot shall entitle the owner to all the rights and privileges of membership and shall subject such owner to all the liabilities and duties thereof that are attendant to the ownership of each lot separately; provided however, that the Association may issue a single certificate or other evidence of membership relating to all of such lots; and provided further that the owner of more than one (1) lot shall be considered as a single member only for purposes of notice and determination of associate memberships.

A member shall be entitled to one (1) vote for each lot in the Subdivision owned by such member.

Section 3. Associate members. The following shall be entitled to associate membership in the Association.

- (a) Co-owners of any lot;
- (b) The spouse and/or children of a member who also have the same residence as the member;
- (c) Any person who is a tenant or regular occupant of any unit in any multi-family residential building or guesthouse, inn or hotel facility within the Subdivision; and
- (d) Officers and directors of the Association not otherwise a member by reason of lot ownership pursuant to Section 2 of this ARTICLE III.

Persons qualifying under more than one (1) of the above categories shall, nevertheless, be entitled to only a single associate membership.

Associate members shall have no vote or right to notice of any meeting of members, regular or special. Associate members shall not be required to pay an annual charge but shall be entitled to enjoy all the other privileges of membership, subject, however, to their observance of all rules and regulations governing the conduct of members.

Associate membership shall cease automatically upon termination of the status giving rise to such membership.

Section 4. Lot Defined. For purposes of these by-laws, "lot" or "lots" shall be defined as consisting of:

- (a) All subdivided lots described and set forth in unit maps of the Subdivision from time to time recorded in the office of the County Recorder of Amador and San Joaquin Counties, California; and
- (b) Each unit of any multiple-family residential building or guesthouse, inn or hotel facility within the Subdivision.

Section 5. Privileges. Members and associate members, and the guests of each, shall have the use of any property or facilities in the Subdivision from time to time owned by the Association, subject to the provisions of the restrictive covenants of the various units of the Subdivision from time to time recorded and such other rules from the use of such property or facilities as may be adopted by the Board of Directors of the Association.

## ARTICLE IV

### Evidence of Membership and Transfer

Section 1. Membership certificates. Certificates of membership in the Association shall be issued to members only. They shall be in such form as the Board of Directors shall designate and shall be issued over the signature of the President or Vice President and Secretary or Assistant Secretary. A certificate book shall be maintained in which shall be shown the name of the member, the certificate

number, date of issue and sufficient description of the lots giving rise to such membership. Membership of the Subdivision developer need not be evidenced by certificates of membership.

Section 2. Transfer. Membership in the Association is transferable only upon the conveyance of the lot giving rise to such membership and any other attempted transfer or assignment of membership shall be null and void. Transfers of record which occur by reason of the conveyance of any lot subsequent to the initial conveyance from the Subdivision developer shall be subject to a reasonable fee as established from time to time by the Board of Directors fee and to the payment of all indebtedness of the Association of the member whose membership is transferred.

Section 3. Issuance. Members shall be intitled to exercise all of the rights and privileges of membership, and they shall be subject to all the obligations and liabilities, thereof, without the actual issuance and possession of certificates of membership; provided, however, that the Association shall incur no liability for failure to give adequate notice to members not of record.

Section 4. Membership cards. The Association may issue cards to members and/or associate members for time to time as the Board of Directors may deem necessary to assure proper control and identification. In any event, a roster of associate members shall be kept sufficiently current to assure proper identification and control.

## ARTICLE V

### Meetings of Members

Section 1. Place of Meetings. Any meeting of the members of the Association shall be held in Amador County, California, at such particular place therein as stated in the notice for such meeting.

Section 2. Annual Meeting. The annual meeting of the members of the Association for the election of Directors whose terms have expired and for the transaction of such other business as may properly come before the meeting, shall be held at such hour and on such day, beginning in the year 1971, as shall be determined by the Board of Directors.

Written notice of each annual meeting shall be given to each member entitled to vote thereat, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his record address appearing on the books of the Association. All such notices shall be sent to each member entitled thereto not less than seven nor more than sixty days before each annual meeting, and shall specify the place, the date and the hour of such meeting, and shall also state the general nature of the business or proposal to be considered or acted upon at such meeting.

Section 3. Special Meetings. Special meetings of the members for any purpose or purposes whatsoever may be called at any time by the President, or by a majority of the Board of Directors, or by one or more members holding not less than five percent (5%) of the voting power of the Association, except in special cases where other express provisions is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notices of any special meeting shall specify, in addition to the place, date and hour of such meeting, the general nature of the business to be transacted.

Section 4. Adjourned meetings and notice thereof. Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of

the voting power of which is either present in person or represented by proxy, thereat, but in the absence of a quorum no other business may be transacted at any such meeting.

When any members' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken.

Section 5. Quorum. The presence in person or by proxy of the holders of five percent (5%) of the membership entitled to vote at any meeting shall constitute a quorum for the transaction of business. The members present at duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

If any meeting, annual or special, cannot be held for lack of a quorum, the same may be adjourned, as hereinabove provided, for a period of not less than forty-eight (48) hours nor more than ninety (90) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be reduced to the presence in person or by proxy of not less than five percent (5%) of the voting power.

Section 6. Voting. Except as otherwise provided by law, only members in whose names memberships entitled to vote stand on the records of the Association on the record date for voting purposes, fixed as provided in ARTICLE IX, section 1, of these by-laws, shall be entitled to vote at such meeting. Such vote may be viva voce or by ballot; provided, however, that all elections for directors must be by ballot upon demand by a member at any election and before the voting begins. Except as otherwise provided herein, each member is entitled to one vote for each lot owned by him, every member entitled to vote at any election for directors shall have the right to cumulate his votes and give one (1) candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which he is entitled, or to distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected. Three members exclusive of nominees will be selected to tabulate the votes.

Section 7. Action without meeting. Any action, except as otherwise provided by law, which, under the applicable provisions of law, may be taken at a meeting of the members may be taken without a meeting if authorized in writing by all the members who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association.

Section 8. Proxies. Every member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member of his duly authorized agent and filed with the Secretary of the Association; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no event shall exceed seven (7) years from the date of its execution.



## ARTICLE VI

### Directors

Section 1. Powers. Subject to any limitations of the articles of incorporation, of these by-laws, and of the General Nonprofit Corporation Law of California, and subject to the duties of directors as prescribed by these by-laws, all corporate powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers:

(a) To select and remove all officers, agents and employees of the Association and prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or these by-laws.

(b) To conduct, manage and control the affairs and business of the Association and to make rules and regulations therefor not inconsistent with law, with the articles of incorporation of these by-laws, as they may deem best.

(c) To change the principal office for the transaction of the business of the Association from one location to another within the same county as provided in ARTICLE 1, Section 2, hereof; to designate the place for the holding of any members' meeting or meetings; and to adopt, make and use a corporate seal, and to prescribe the forms of membership certificates and/or membership identification cards, from time to time, as in their judgment they may deem best;

(d) To take such steps as may be necessary to implement any of the powers of the Association as provided in ARTICLE II, Section 2, hereof; and

(e) To appoint an Executive Committee and other committees, and to delegate to such Executive Committee any of the powers and authority of the Board in the management of the business and affairs of the Association except the power to adopt, amend or repeal by-laws. Any such Executive Committee shall be composed of two (2) or more directors.

Section 2. Number and qualification. The authorized number of directors of the Association shall be five (5) until changed by an amendment of the articles of incorporation or by a by-law amending this Section 2 duly adopted by the members. Directors shall be required to be members.

Section 3. Election and term of office. Until the second annual meeting of members, the directors of the Association shall be those individuals named in the articles of incorporation or their successors determined pursuant to Section 4 of this ARTICLE VI. At such meeting, and at each annual meeting of members thereafter, the directors shall be elected by the members; provided, however, that if for any reason any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of members held for that purpose. All directors shall hold office until their respective successors are elected.

Section 4. Vacancies. Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining directors, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the members.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail at any annual or special meeting of members at which any director or directors

are elected to elect the full authorized number of directors to be voted for at that meeting, or if a vacancy is declared by the Board of Directors for any reason permitted by law.

The members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the members shall have power to elect a successor, pursuant to the provisions hereof, to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 5. Regular meetings. Immediately following each annual meeting of members, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Call and notice of such meetings are hereby dispensed with.

Section 6. Special meetings. Special meetings of the board of directors for any purpose or purposes may be held at any time upon call by the President or, if he is absent or unable or refuses to act, by any Vice President or by any two (2) directors. Such meetings may be held at any place designated from time to time by resolution of the Board or by written consent of all members of the Board.

Written notice of the time and place of special meetings shall be delivered personally to each director or sent to each director by mail or other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail, or delivered to the telegraph company in the place in which the principal office of the corporation is located at least forty-eight (48) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall constitute due, legal and personal notice to such director.

Section 7. Waiver of notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Quorum. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number be required by law or by the articles of incorporation.

Section 9. Adjournment and notice. A quorum of directors may adjourn any directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

## ARTICLE VII

### Officers

Section 1. General. The officers of the Association shall be a President, one (1) or more Vice Presidents, a Secretary and a Treasurer, and each of them shall be elected by the Board of Directors. The Association may also have such other officers, including one (1) or more Assistant Secretaries, as may be appointed by the Board of Directors. Officers, other than the President, need not be directors. One person may hold two (2) or more offices, except those of President or Secretary.

Each officer shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified; provided that officers may be appointed at any time by the Board of Directors for the purpose of initially filling an office or filling a newly created or vacant office.

Section 2. Removal and resignation. Any officer may be removed, either with or without cause, by a majority of the directors in office at the time, at any regular or special meeting of the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these by-laws for regular appointments to such office.

Section 4. President. The President who shall be chosen from the Board of Directors, shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the members and of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall be an ex officio member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and such other powers and duties as may be prescribed by the Board of Directors or these by-laws.

Section 5. Vice President. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other powers and perform such other duties as may be prescribed for them respectively by the Board of Directors, the President or these by-laws.

Section 6. Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board of Directors may order, a book of minutes of all meetings of directors and members, or a duplicate thereof, with the time and place of holding whether regular or special, and, if special how authorized, the notice thereof given, the names of those present at directors' meetings, the number of memberships present or represented at members' meetings, and the proceedings thereof.

The Secretary shall keep or cause to be kept, in any form permitted by law at the principal office or such other place as the Board of Directors may order, a membership register, or a duplicate thereof, showing the names of the members and their addresses, the description and number of lots, if more than one, upon which such membership is based, the number and date of membership certificates issued, and the number and date of cancellation of membership certificates surrendered for cancellation.

The Secretary shall give, or cause to be given notice of all meetings of the members and of the Board of Directors required by these by-laws or by law to be given, and shall keep the seal of the Association in safe custody, and shall have such other Association and perform such other duties as may be prescribed by the Board of Directors, the President or these by-laws.

Section 7. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transaction of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains or losses. The Books of account shall at all times be open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name of and to credit of the Association with such depositaries as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors, the President or these by-laws.

## ARTICLE VIII

### Annual Assessment

Section 1. General. Each year the Board of Directors shall consider the current and future needs of the Association and, in the light of those needs, shall fix by resolution the amount of the annual assessment to be levied against each lot in the Subdivision, which amount shall be a debt of the owner thereof at the time such charge is made.

Section 2. Amount. The annual assessment to be levied shall not be more than Thirty Dollars (\$30.00) per lot. (California Civil Code Section 1366(b) supersedes this.)

Section 3. Notice. The Secretary shall mail to each member, at such member's record address, written notice of each annual assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment shall become due and payable.

Section 4. Lien. The amount of such annual assessment, plus any other charges thereon such as interest when delinquent and cost of collection (including attorney's fees), if any, shall constitute and become a lien on the lot so assessed or on the underlying real property (in the case of units in a multi-family residential building or guesthouse, inn or hotel facility) when the Board of Directors causes to be recorded with the County Recorder of Amador County a notice to assessment which shall state the amount of such assessment and such other charges, a description of the lot or other real property which has been assessed, and the name of the record owner thereof. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said Assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.

The authority to levy such assessment upon lots in the Subdivision is granted to the Association by Great Lakes Development Co. Inc., a Nevada Corporation, developer of the Subdivision, as part of the recorded declarations of restrictions imposed and to be imposed by it from time to time upon the various units comprising the Subdivision.

Section 5. Priority of lien. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except that liens of first mortgages and/or first deeds of trust incurred for the purpose of constructing a residence or other improvement thereon and which are recorded in accordance with applicable law shall be superior to any and all such liens provided for herein.

Section 6. Lien enforcement. The lien provided for herein may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the responsible party to pay the annual assessment in accordance with its terms. Such sale shall be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

## ARTICLE IX

### Miscellaneous

Section 1. Record date. The Board of Directors may fix a time in the future as a record date for the determination of the members entitled to notice of and to vote at any meeting of members. The record date so fixed shall not be more than thirty (30) days prior to the date of the meeting. When a record date is so fixed, only members of record on that date shall be entitled to notice of and to vote at the meeting notwithstanding any transfer of or issuance of membership certificates on the books of the Association after the record date.

Section 2. Inspection of records. The membership register or duplicate membership register, the books of account and minutes of proceedings of the members, and the Board of Directors and the Executive Committee, if any, shall be open to inspection upon the written demand of any member at any reasonable time and for a purpose reasonably related to his interests as a member.

Section 3. Checks and drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 4. Annual Accounting. An annual report and account, including a statement of income and disbursements, shall be sent to the members not later than ninety (90) days after the close of the Association's fiscal year.

Section 5. Execution of contracts. The Board of Directors except as may be otherwise provided in these by-laws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument or document in the name of and on behalf of the Association and such authority may be general or confined to specific instances. Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts, promissory notes and other evidences of indebtedness, deeds of trust, mortgages and other corporate instruments of documents requiring the corporate seal, shall be executed, signed or endorsed by the President (or any Vice-President) and by the Secretary (or any Assistant Secretary) or the Treasurer.

Section 6. Limitations of Powers. No contract shall be entered into with the developer of the Subdivision which binds the Association for a period in excess of one (1) year without reasonable cancellation provisions included therein.

The Association shall not incur debt in excess of One Thousand Dollars (\$1,000.00) per year for the purchase of real or personal property, the issuance of bonds, of debentures, or the mortgage of any of its property, nor acquire real or personal property by purchase, nor lease, convey, sell, assign, transfer, mortgage or otherwise encumber or dedicate for public use any real or personal property owned by it, nor exercise the powers enumerated in Article II Section 2 (f) and (m) hereof, without the prior vote or written consent of two-thirds (2/3) of its members entitled to vote.

Section 7. Inspection of by-laws. The Association shall keep in its principal office for the transaction of business the original or a copy of the by-laws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the members at all reasonable times.

## ARTICLE X

### Amendments

New by-laws may be adopted or these by-laws may be amended or repealed by the vote or written assent of members entitled to exercise a majority of the voting power of the Association.

## **DECLARATION OF RESTRICTIONS LAKE CAMANCHE VILLAGE**

THIS DECLARATION, made this 21<sup>st</sup> day of April, 1970 by GREAT LAKES DEVELOPEMENT CO., INC., a Nevada corporation ("Declarant"), is made for the purpose of revoking and superceding that certain Declaration of Restrictions dated April 15, 1970 and recorded April 15, 1970 in Book 193 of Amador County Official Records as Recorder's Instrument No. 1329, and in light of the following facts and circumstances:

A. Declarant is the owner of all of the real property set forth and described on those certain maps ("Maps") entitled "Lake Camanche Village Subdivision Unit No. 1" and "Lake Camanche Village Subdivision Unit No. 2", consisting (respectively of 16 and 6 sheets marked, respectively "Sheet 1 of 16" through "Sheet 16 of 16" and "Sheet 1 of 6 through Sheet 6 of 6" which said maps were recorded in the Office of the County Recorder of Amador County, California, on March 31, 1970 in Volume Three of Subdivisions at Pages 8 (Unit No. 1) and 24 (Unit No. 2) respectively.

B. There are 507 subdivided lots set forth and described in the recorded Map of Lake Camanche Village Subdivision Unit No. 1 and 33 subdivided lots set forth and described in the recorded Map of Lake Camanche Village Subdivision Unit No. 2.

C. Delcarant intends to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme of improvement for the benefit of all of said lots and the future owners of said lots.

D. All of the real property described in the Map comprises in the aggregate a portion of Lake Camanche Village general subdivision ("Subdivision") to which other real property of Declarant may be annexed in the manner provided in Paragraph 13 herein, and upon said annexation shall become a part of the Subdivision and shall become subject to said Restrictions.

WHEREFORE, Declarant hereby revokes the aforementioned Declaration of Restrictions dated April 15, 1970 and recorded April 15, 1970 in Book 193 Amador County Official Records as Recorder's Instrument No. 1329, and hereby declares that all of said lots (except as hereinafter set forth) are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Map and of the Subdivision, as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such restrictions.

1. **APPLICABILITY.** These Restrictions shall apply to subdivided, numbered lots only other than lots Nos. 435, 477 and 478, and are specifically excluded from application to other lands designated on the map by letter; provided however, that Declarant hereby covenants and agrees that the recreational facilities, if any, including the lakes or ponds not lying within numbered lot boundaries and the immediately surrounding and underlying real property, and the equestrian easements, all as shown on the map, shall be held, maintained and used by Declarant, its grantees, successors, or assigns for the recreational and incidental purposes intended and for no other purposes.

2. **TERM AND AMENDMENT.** These restrictions shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Subdivision until the year 2000, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of all lots in the entire Subdivision has been recorded agreeing to change the covenants herein in whole or in part; provided, however, that at any time before said year, these Restrictions may only be amended by the vote of the then record owners of two-thirds (2/3) of the lots in the Subdivision subject thereto.

3. **MUTUALITY OF BENEFIT AND OBLIGATION.** The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision to which they are applicable, as herein provided, and are intended to create mutual equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners. Declarations substantially the same as those contained herein shall be recorded on all future units of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

#### 4. LAKE CAMANCHE VILLAGE ASSOCIATION

(a) **Membership.** Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Subdivision shall thereby become a member of the Lake Camanche Village Association, a California nonprofit corporation ("Association"); provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. Declarant's membership (by reason of its ownership of unsold lots) need not be evidenced by certificates of membership as provided in the Association's by-laws.

(b) **General purpose and powers.** The general purpose of the Association is to further and promote the common interest and welfare of property owners in the Subdivision. The Association

shall have such powers as are set forth in its articles and by-laws or that belong to it by operation of law. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to govern the use and enjoyment of such streets, parks, common areas, recreational and community facilities and other properties within the Subdivision as it may own from time to time.

(c) Ownership of parks and recreational facilities. Declarant has conveyed, or will convey prior to the conveyance of any lot to the public, fee simple title to Argonaut Title Co., Jackson, California, in irrevocable trust for the Association, to such common areas, community facilities and recreational amenities within the Subdivision to be constructed by Declarant as are shown on the Map. All of said properties shall be conveyed free and clear to the Association upon completion of construction or development of all such properties and facilities within the Subdivision or upon the expiration of three (3) years from the date of such conveyance in trust to said title company, whichever is sooner. At the time of conveyance to the Association free of Trust, all such facilities and amenities conform to the standards of the county in which the same shall be located.

(d) Maintenance of facilities. The Association shall be responsible for the maintenance, repair and upkeep of the common areas, community facilities, recreational amenities and the appurtenant slope and drainage easements reserved by Declarant.

(e) Assessments. The Association shall have all the powers that are set forth in its articles of incorporation and by-laws or that belong to it by operation of law, including the power to levy against every lot in the Subdivision, including those of Declarant insofar as it retains ownership to lots within the Subdivision, uniform special or annual assessments as set forth in its by-laws.

(1) Payment of assessments; lien. Every such assessment made shall be paid to the Association or its designated agent for collection on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of such assessment. Written notice of such assessment and the date of payment shall be sent to each member. Said assessments shall remain a lien upon the property of the respective member until paid.

(2) Recording notice of lien. Upon the adoption of a resolution of assessment, the Association shall thereafter cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Recorder of Amador County, California.

(3) Content of notice; release of lien. Such recorded notice shall embody said resolution and state the amount of assessment, the time payable, and when it becomes a lien. When paid, the Association shall from time to time execute, acknowledge and record in the Office of the County Recorder of Amador County, California a release or releases of lien with respect to the property for which payment has been made.

(4) Assumption of obligation to pay assessments. Each lot owner in the Subdivision shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including attorney's fees; and the obligation to pay such charges, interests and costs thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided for herein.

(5) Enforcement of assessments by foreclosure. All liens herein provided for shall be enforceable as by foreclosure of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon the expiration of four (4) months from and after the date of charge giving rise to such lien becomes due and payable.



(6) Subordination of assessment liens. Liens of first mortgages and/or first trust deeds placed upon any lot for the purpose of construction a residence or other improvement thereon which are recorded in accordance with the laws of the State of California shall be, from the date of recordation of such, superior to any and all such liens provided for herein.

(7) Disposition of assessment funds. The funds arising from such assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Subdivision, all as set forth and provided in its articles of incorporation and by-laws.

5. EXCLUSIVE USE AND IMPROVEMENT. No private lot intended for single-family dwelling or commercial lot intended for multiple-family dwelling shall be used for other than residential purposes. All other commercial lots shall be used only for the commercial purpose allowed by applicable zoning restrictions and as approved by the Architectural and Use Control Committee pursuant to the provisions of Section 6 of these Restrictions. Only those structures sanctioned and approved by the said Committee shall be permitted to be erected or remain on any lot in the Subdivision. "Single-family dwelling" shall be defined as a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants maintaining a common household in a dwelling. "Multiple-family dwelling" shall be defined as a residential dwelling such as a duplex, etc., which will accommodate two or more single families on a residential basis. Hereinafter set forth by number are the respective lots and the use permitted on each, to wit:

- (a) Single family dwelling: Lots Nos. 1 through 507, excluding Lots Nos. 435, 477 and 478 (Unit 1); Lots Nos. 508 through 540 (Unit 2).
- (b) Multiple-family dwelling: None
- (c) Commercial: None

6. ARCHITETURAL AND USE CONTROL COMMITTEE.

(a) Prior written approval of improvements, etc. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location and elevation thereof on any lot or lots, the architectural design and construction material, the roofs, and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alternations, or additions after initial approval to on any lot shall require the approval in writing of the Architectural and use Control Committee ("Committee"), as the same is from time to time constituted and composed, in advance of their execution, implementation, installation or construction. Such review and approval shall include, without being limited to, topography, finish, ground elevations, landscaping, drainage, color, material, design artistic conformity to the terrain and other residences in the area, and apply only to the exterior appearance of such improvement, it not being the intent of these restrictions to control the interior layout or design of any such structure.

(b) Committee membership. The committee shall be composed of three (3) members to be appointed initially by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Association (as hereinafter defined). When ninety percent (90%) of the lots in the Subdivision shall have been sold by Declarant, the Board of Directors of the Association shall have complete control of the appointments and removal of Committee members. Either a lapse of eighteen (18) months between filings of unit maps of the Subdivision, provided that ninety percent

(90%) of the then aggregate number of lots in all recorded units of the Subdivision have been sold by Declarant, or a lapse of three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision, regardless of whether or not ninety percent (90%) of the aggregate number of lots in all recorded units of the Subdivision have been sold, shall be sufficient to place control of such appointments and removals in the Association's Board of Directors.

(c) Submittal of plans. These shall be submitted to the committee two (2) complete sets of plans and specifications for any and all proposed signs, structures or improvements, the erection or alteration of which is desired, and no signs, structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received the written approval of the Committee. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, sign or other structure proposed to be constructed altered, placed or maintained, together with full details concerning the proposed construction material and color schemes for roofs and exteriors thereof and concerning proposed landscape planting, ground elevation and drainage. In addition, topography maps prepared by a registered civil engineer or licensed land surveyor shall be included as part of all plans relating to lakefront lots.

(d) Filing Fee. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

(e) Approval of plans. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof or shall notify the person submitting them of such additional period of time, not to exceed thirty (30) days, as is required for such approval or disapproval. Plans, specification and details not approved or disapproved within the time limits provided herein, including; proper extension thereof, shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy shall be retained by the Committee for its permanent files.

(f) Nonresponsibility for defects. Notwithstanding the approval by the Committee, Declarant, their agents, employees or independent contractors, in accordance with the foregoing provisions, of any plans or specifications for any sign, structure or improvement, each person submitting such plans or specifications shall be solely responsible for the sufficiency and soundness thereof. Accordingly, by acceptance of the conveyance from Declarant or its agent, the grantee hereby releases the Committee, Declarant, their agents, employees and independent contractors from all loss or damage or claim thereof arising from any defect or alleged defect in such plans and specifications; and the purchaser further waives the benefit of Section 1542 of the California Civil Code. In addition, the grantee agrees to indemnify and hold harmless the Committee, Declarant, their agents, employees and independent contractors from any claim asserted by third parties arising out of any such defects.

(g) Revocations of approval. Whenever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure, on or extending into any lake, such approval shall constitute a mere revocable license from the Association for the construction, placement, and maintenance of the proposed structure.

## 7. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES.

(a) Minimum area of dwellings. Every residence dwelling constructed on a lot shall contain no

less than 800 square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, lofts, carports and other outbuildings).

(b) Single-story construction. Each such dwelling shall be of single-story construction; provided, however, that split-level or two-story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lot lends itself to such construction.

(c) Height and size limitations. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, chimneys, copings, flagpoles, etc.

(d) Elevation and setback requirements. Each lot has a natural and dimensioned area which limits the extent of the portion thereof upon which any improvement can be constructed. In any event, the following minimum dimensions shall govern for floor elevations on lakefront lots and for front, side and rear setbacks for structures on all lots (except fences or walls where approved or required by the Committee):

- (1) Twenty-five (25) feet from the front line of each lot abutting the streets;
- (2) Ten (10) feet from the rear line of each lot; provided, however that if such rear lot line shall adjoin or underlie a pond or lake, no structure shall be built within any easement reserved with respect to such pond or lake; and
- (3) Five (5) feet from all side lot lines.

8. GENERAL PROHIBITIONS AND REQUIREMENTS. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Unit or Subdivision:

(a) Plumbing. No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage collection system approved by the county health department.

(b) Temporary structures. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for temporary occupancy of a trailer during construction of a single or multiple-family residence for a period not exceeding one year.

(c) Occupancy of residences. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(d) Quality of construction. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be moved or relocated to or placed on any such lot without the prior written consent of the Committee.

(e) Pets. Animals may be kept on any lot so long as the same shall not violate any applicable zoning ordinance or become a nuisance.

(f) Parking. No stripped-down, partially wrecked, or junk motor vehicle or sizable part thereof, shall be permitted to be parked on any lot or street in the Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Subdivision or to the users of any street, common area, community facility or recreational amenity therein.

(g) Fuel tanks; rubbish receptable. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satis-

faction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Subdivision at any time except during refuse collections.

(h) Maintenance; enforcement by Association. All lots, whether occupied or unoccupied, and any improvements placed thereon, including individual sewage disposal systems, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon, and to prevent the occurrence of any health hazard. In the event any such lot or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject and which may become a lien thereon in the same manner as herein provided.

(i) Nuisances. No noxious or offensive activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(j) Mining operations. No oil or natural-gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(k) Radios; Antennae. No radio station or shortwave operators of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a community antenna television (CATV) system has been made available to residences at rates of charge for installation and monthly service commensurate with rates charged by comparable CATV systems.

(l) Dumping or burning of trash. No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or left on the shoreline of any lake in the Subdivision. No outside burning of trash or garbage shall be permitted except in an approved incinerator.

(m) Destruction of improvements. No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.

(n) Completion of construction. Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within twelve (12) months after the beginning of such construction or placement. The Committee, for good cause as determined by it, may extend the time limit. In the event of cessation of construction for ninety (90) consecutive days not caused by act of God or otherwise beyond the reasonable control of the lot owner, the existence of such incomplete construction shall be deemed to be a nuisance and the Association and/or the Committee shall have the right to remove the incomplete work or complete the same, at the cost of the owner, such cost to become a lien upon said lot, subject to foreclosure in the manner provided by law for foreclosure of mortgages and/or trust deeds.

(o). Home Occupations. No gainful occupation, profession or trade or other nonresidential use shall be conducted on any lot or in any building in violation of any applicable zoning ordinance.

9. VARIANCES. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the

application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the Subdivision.

#### 10. EASEMENTS.

(a) Reservations. Declarant reserves for itself, its grantees, successors and assigns, the following easements:

An easement for the installation and maintenance of radio and television transmission cables over strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot.

(b) Utilities. Declarant has dedicated to Amador County rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along side front and rear property lines and ten (10) feet in width along the Subdivision boundary as contained in the offer of dedication set forth on the Map.

(c) Maintenance. On each lot, the right-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner in such manner as will not damage or interfere with the use for which the same are intended, and which will not damage or interfere with established slope ratios or create erosion or sliding problems. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

#### 11. LAKE FRONTAGE LOTS.

(a) Ownership of Lake. The water in and the land immediately surrounding and under any pond or lake located within the boundaries of the subdivision, whether now in existence or to be constructed, are or will be owned by Declarant or its grantees, successors or assigns. The location of any such pond or lake and of the boundaries of the property under and immediately surrounding such pond or lake are or will be shown on the recorded map of each unit of the Subdivision to the extent applicable.

(b) Water rights. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to any such lake or with respect to any such lake, the land thereunder, the water therein, or its or their elevation, use or condition and none of said lots shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water levels.

(c) Declarant's nonresponsibility for damages. Neither Declarant nor its grantees, successors or assigns shall be liable for damages caused by erosion, washing or other action of the water of any lake within the boundaries of the Subdivision, other than as a result of its or their tortuous conduct and by acceptance of the conveyance from Declarant, each grantee hereby releases Declarant, its agents, employees, successors and assigns, including the Association, from any such damages (except as aforesaid).

(d) Right to change level of lake. Declarant or its grantees, successors, or assigns, shall have the right to raise and lower the water level of any lake within the boundaries of the Subdivision; provided, however, that such right shall not be construed as permitting the elevation of the water level to rise to a point beyond that indicated on the recorded maps of the Subdivision by increasing the height of any dam or spillway or otherwise.

## 12. GRANTEE'S TITLE.

(a) Restrictions and easements. Declarant shall convey fee title to lots within the Subdivision by grant deed subject to:

- (1) These Restrictions; and
- (2) Easements and rights of way of record.

(b) Boundaries. Such grant deed shall convey title to the lot only, the boundaries of which shall be the side, rear and front lot lines as designated on the Map, excluding any fee interest in the adjacent streets or roads in the Subdivision.

## 13. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS.

(a) Property to be annexed. Declarant, its successors or assigns, may, from time to time and in its sole discretion, annex into the Subdivision any other real property in Amador or San Joaquin Counties presently owned by Declarant and which Declarant contemplates including in the Subdivision as well as other property from time to time owned by Declarant which is contiguous to any part of the Subdivision.

(b) When Effective. Such annexation shall become effective, and the Association shall have and shall accept and exercise jurisdiction over the property covered thereby, when Declarant shall have recorded a Subdivision map with respect to such annexed property, together with a declaration which may consist of more than one document and which shall, among other things:

- (1) Describe the real property which is annexed to the Subdivision;
- (2) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to these Restrictions, except as the same may be modified only with respect to the annexed property; and
- (3) Set forth or refer to any such additional, new, modified or other limitations, restrictions, covenants and conditions which may be made applicable to such annexed property.

(c) Limitations. These Restrictions may be incorporated into such declaration by reference to pertinent recording data or may be in substantially the same form and length as these Restrictions; provided, however, that in either event:

- (1) There will be no discrimination against existing property owners within the Subdivision;
- (2) The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed property;
- (3) No annexation of additional property shall be permitted unless the subdivision map and restrictions applicable thereto shall be recorded within three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision.

(d) Annexation for multiple-dwelling purposes. Any portion of such property described above and available for annexation into the Subdivision may, at the option of Declarant, its successors or assigns, be so annexed as a condominium, or for use as a multiple-family residential, guesthouse, inn or hotel facility. Should property related to any of such uses not be so annexed, the Association shall, nevertheless, grant to the owners thereof the right to the use and enjoyment of the private common areas, community facilities and recreational amenities with the Subdivision, or any other

assets of the Association, upon the payment or posting of adequate security for payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of common areas of such facilities, or a combination of both.

#### 14. REMEDIES.

(a) Enforcement. The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of the Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

(b) Cumulative rights. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by the party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

#### 15. GRANTEE'S ACCEPTANCE.

(a) Consent to restrictions. The grantee of any lot subject to the coverage and effect of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and of the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

(b) Assumption of risks. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, including the Association, all the risks and hazards of ownership or occupancy attendant to such lot, (including but not limited to its proximity to any amenity.) other than arising from the tortuous conduct of Declarant, its grantees, successors or assigns.

#### 16. PARTIAL INVALIDITY.

In the event that any one or more of the provisions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions shall continue unimpaired and in full force and effect.

17. CAPTIONS. The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions hereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

GREAT LAKES DEVELOPEMENT CO., INC.

**DECLARATION OF RESTRICTIONS  
LAKE CAMANCHE VILLAGE  
UNIT NO. 3a & 4**

THIS DECLARATION, made this 16<sup>th</sup> day of December, 1970, by GREAT LAKES DEVELOPEMENT CO., INC., a Nevada Corporation (Declarant), is made in light of the following facts and circumstances:

A. Declarant is the owner of all of the real property set forth and described on those certain maps ("Maps") entitled respectively "Lake Camanche Village Subdivision Unit No. 3a (consisting of 11 sheets marked respectively "Sheet 1 of 11" through "Sheet 11 of 11") and "Lake Camanche Village Subdivision Unit No. 4 (consisting of 5 sheets marked respectively "Sheet 1 of 5" through "Sheet 5 of 5")", which said Maps were recorded in the Office of the County Recorder of Amador County, California, on December 8, 1970, Volume 3 of Subdivisions at Pages 37 and 48, respectively.

B. There are 160 and 33 subdivided lots set forth and described in the aforementioned Maps of Units No. 3a and 4, respectively.

C. Declarant intends to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme of improvement for the benefit of all said lots and the future owners of said lots.

D. All of the real property described in the Maps comprises in the aggregate a portion of Lake Camanche Village general Subdivision ("Subdivision"), of which said Subdivision Units 1 and 2 have heretofore been established by recordation of that certain final map entitled "LAKE CAMANCHE VILLAGE SUBDIVISION UNIT NO. 1", consisting of 16 sheets marked respectively "Sheet 1 of 16" through "Sheet 16 of 16", recorded in the office of the County Recorder of Amador County, California on March 31, 1970 in Volume "3" of Subdivisions at page "8" and that certain final map entitled "LAKE CAMANCHE VILLAGE SUBDIVISION UNIT NO. 2", consisting of 6 sheets marked respectively "Sheet 1 of 6" through "Sheet 6 of 6", recorded in the Office of the County Recorder of Amador County, on March 31, 1970 in Volume "3" of Subdivision at Page "24" and that certain deed dated April 20, 1970 and recorded in Book 193 of Official Records at page 542. Said units 1 and 2 have heretofore been subjected to the mutual and beneficial restrictions, covenants, conditions and charges aforementioned by the recordation of that certain "Amended Declaration of Restrictions for Lake Camanche Village" dated April 21, 1970 and recorded on said date in Book 193, Page 548, Serial No. 1437, of the Official Records of Amador County, California (hereinafter referred to as "General Restrictions").

Other real property of Declarant may be annexed to said Subdivision in the manner provided in Paragraph 13 of said General Restrictions and upon such annexation shall become a part of the Subdivision and shall become subject to said General Restrictions, and to any further restrictions made applicable thereto.

WHEREFORE, Declarant hereby declares that all of said lots (except as hereinafter set forth) are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved in all respects subject to said General Restrictions which are hereby referred to and made a part hereof as fully as if set forth herein at length, and to any additional restrictions, covenants, conditions or charges ("Additional Restrictions") hereinafter set forth, (all being together herein referred to as "Restrictions"), all of which are declared and agreed to be in furtherance of a



plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Maps and of the Subdivision as a whole. All of said Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such restrictions. Said Restrictions shall apply to all subdivided, numbered lots of the aforementioned Units 3a and 4, other than lots No. 819 and 978, to which they shall not apply.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

GREAT LAKES DEVELOPMENT CO., INC.

BY \_\_\_\_\_  
John Sparrowk, President

BY \_\_\_\_\_  
Louis D. Miller, Vice President

Witnessed by Edna K. Hawley,  
Notary Public

**DECLARATION OF RESTRICTIONS  
LAKE CAMANCHE VILLAGE  
UNIT NO. 6**

THIS DECLARATION, made this first day of March, 1971 by GREAT LAKES DEVELOPMENT CO., INC., a Nevada Corporation ("Declarant"), is made in light of the following facts and circumstances:

A. Declarant is the owner of all of the real property set forth and described on that certain map ("Map") entitled "Lake Camanche Village Subdivision Unit No. 6 (consisting of 11 sheets marked respectively "Sheet 1 of 11" through "Sheet 11 of 11", which said Map was recorded in the Office of the County Recorder of Amador County, California, on February 19, 1971, Volume 3 of Subdivisions at Pages 53 *et seq.*

B. There are 389 subdivided lots set forth and described in the aforementioned Map of Unit No. 6.

C. Declarant intends to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme of improvement for the benefit of all of said lots and the future owners of said lots.

D. All of the real property described in the Map comprises in the aggregate a portion of Lake Camanche Village General Subdivision ("Subdivision"), of which said Subdivision Units 1, 2, 3a and 4 have heretofore been established by recordation of those certain final maps and documents entitled, described and recorded as follows, to wit:

1. LAKE CAMANCHE VILLAGE SUBDIVISION UNIT NO. 1, consisting of 16 sheets marked respectively "Sheet 1 of 16" through "Sheet 16 of 16", recorded in the Office of the County Recorder, Amador County, California, on March 31, 1970, in Volume 3 of Subdivisions at Page 8:

2. LAKE CAMANCHE VILLAGE SUBDIVISION UNIT NO. 2, consisting of 6 sheets marked respectively "Sheet 1 of 6" through "Sheet 6 of 6", recorded in the Office of the County Recorder of Amador County, California, on March 31, 1970 in Volume 3 of Subdivisions at Page 24:

3. Deed dated April 20, 1970 and recorded in Book 193 of Official Records of Amador County, California, at Page 542 (conveying certain pedestrian and equestrian easements):

4. LAKE CAMANCHE VILLAGE SUBDIVISION UNIT NO. 3A, consisting of 11 sheets marked respectively "Sheet 1 of 11" through "Sheet 11 of 11", recorded in the Office of the County Recorder, Amador County, California, on December 8, 1970 in Volume 3 of Subdivisions at Pages 37 *et seq.*:

5. LAKE CAMANCHE VILLAGE SUBDIVISION UNIT NO. 4, consisting of 5 sheets marked respectively "Sheet 1 of 5" through "Sheet 5 of 5", recorded in the Office of the County Recorder, Amador County, California, on December 8, 1970 in Volume 3 of Subdivisions at Page 48 *et seq.*

E. Said Units 1, 2, 3A and 4 have been subjected to the mutual and beneficial restrictions, covenants, conditions and charges aforementioned by recordation of the following described documents:

1. "AMENDED DECLARATION OF RESTRICTIONS FOR THE LAKE CAMANCHE VILLAGE" dated April 21, 1970 and recorded on said date in Book 193, Official Records of Amador County, Pages 548 *et seq.*, Serial No. 1437 (hereinafter referred to as "General Restrictions"); and

2. "DECLARATION OF RESTRICTIONS, LAKE CAMANCHE VILLAGE UNIT NO 3A AND 4", dated December 18, 1970 in Book 203, Official Records of Amador County, Pages 303 *et seq.*, Serial No. 5813.

F. Other real property of Declarant may be annexed to said Subdivision in the manner provided in Paragraph 13 of said General Restrictions and upon such annexation shall become a part of the subdivision and shall become subject to said General Restrictions, and to any further restrictions made applicable thereto.

WHEREFORE, Declarant hereby declares that all of the aforementioned lots of said Unit No. 6 (Except as hereinafter set forth) are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved in all respects subject to said General Restrictions which are hereby referred to and made a part hereof as fully as if set forth herein at length, and to any additional restrictions, covenants, conditions or charges ("Additional Restrictions") hereinafter set forth, (all being together herein referred to as "Restrictions"), all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and

are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Map and of the Subdivision as a whole. All of said Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such restrictions.

1. Said Restrictions shall apply to all subdivided, numbered lots of the aforementioned Unit, other than lot numbers 6-378 and 6-388, to which they shall not apply;

2. Hereinafter set forth are by number description the respective lots comprising Unit No. 6 and the zoning presently in effect as to each:

(a) Single Family Residential:

6-0 through 6-52 inclusive  
6-143 through inclusive  
6-143 through 6-216 inclusive

(b) Multiple Family Residential:

6-53 through 6-89 inclusive  
6-103 through 6-109 inclusive  
6-117 through 6-142 inclusive  
6-217 through 6-254 inclusive

(c) Commercial:

6-90 through 6-99 inclusive  
6-100 through 6-102 inclusive  
6-110 through 6-116 inclusive  
6-362 through 6-377 inclusive  
6-379 through 6-387 inclusive

3. Each of the lots hereinafter described in this Paragraph 3, being zoned for multiple residential use and occupancy and not having access from a frontage road shall be required to contain two (2) off-street parking spaces for each living unit constructed thereupon:

6-53 through 6-89 inclusive  
6-103 through 6-109 inclusive  
6-117 through 6-122 inclusive  
6-140 through 6-142 inclusive  
6-217 through 6-237 inclusive  
6-250 through 6-254 inclusive

4. Each of the lots hereinafter described in this Paragraph 4, being lots zoned for commercial use and occupancy, shall be required to contain a thirty (30) foot building setback from the front lot line (or if said lot shall face on two streets, from one of such lot lines), the unencumbered space resulting from such building setbacks to be used for off-street parking related to the commercial establishment occupying such lot:

6-90 through 6-99 inclusive  
6-100 through 6-102 inclusive  
6-110 through 6-116 inclusive  
6-362 through 6-377 inclusive  
6-379 through 6-387 inclusive

5. The requirements of the foregoing Paragraphs 3 and 4 may for good cause be modified or entirely waived with respect to any one or more of said lots subject hereto at any time or from time to time by action of the Amador County Planning Commission upon recommendation of the Amador County Department of Public Works or other agency having jurisdiction over the public roads and streets of Amador County.

6. The provisions of Paragraphs 7 (a) and (b) of the General Restrictions, being intended for application to single-family residential lots only, shall not apply to any of the lots in the subject Unit 6 hereinbefore designated for multiple residential use or to any other lots in said Unit 6 hereafter reclassified to permit such latter use; provided however, that each living unit of any multiple residential building erected on any lot in Unit 6 must contain no less than 750 square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, lofts, carports and other outbuildings), and each single family residence shall contain no less than 1,000 square feet of such floor area so measured.

GREAT LAKES DEVELOPMENT CO., INC.

BY Louis D. Miller, Vice-President

BY Dougal C. MacDonald, Assistant Secretary

John C. Surryhne,  
Notary Public