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Amended Covenants, Conditions and Restrictions

AMENDED COVENANTS
CONDITIONS AND RESTRICTIONS
PINE MOUNTAIN CLUB

This Document amends and restates the following Declarations of Covenants, Conditions and Restrictions, all of which are recorded in the Office of the County Recorder of Kern County, State of California, collectively referred to in this document as the "Original Declaration":

Declaration recorded on May 5, 1971, as Instrument No. 30893, in Book 4521, pages 675 to 690, inclusive, that applies to Tract No. 3402 and is amended and extended;

Declaration recorded on June 23, 1971, as Instrument No. 43945, in Book 4540, page 683 that applies to Tract No. 3405;

Declaration recorded on August 18, 1971, as Instrument No. 13297, in Book 4563, page 482, that applies to Tract No. 3507;

Declaration recorded on February 2, 1972, as instrument No. 07358, in Book 4628, pages 249 to 250, inclusive, that applies to Tract No. 3508;

Declaration recorded on July 11, 1972, as Instrument No. 01992, in Book 4697, pages 774 to 775, inclusive, that applies to Tract No. 3566; and

Declaration recorded on January 9, 1973, as Instrument No. 01815, in Book 4764, pages 2128 to 2129, inclusive, that applies to Tract No. 3567.

ARTICLE 1

DEFINITIONS OF TERMS AS THEY ARE USED IN THIS DOCUMENT

1.1 "Association" shall mean Pine Mountain Club Property Owners Association, Inc., a California nonprofit mutual-benefit corporation which consists of all owners of lots in that certain real property planned development known as Pine Mountain Club and situated in Pine Mountain Club, California.

1.2 "Association Property" shall mean all real and personal property owned by the Association, including without limitation: greenbelts; entrance monuments; Association roads; a recreational center with a clubhouse, swimming pool, miscellaneous game areas, picnic and barbecue areas, and parking areas; equestrian center with tack rooms, corrals, paddocks and parking areas; parks; campgrounds; equestrian trails; golf course; tennis courts; transfer site;

storage areas; and any other facilities, recreational or otherwise, owned and maintained or controlled for the common use, benefit and enjoyment of the owners of real property within the development.

1.3 “**Board**” shall mean the Board of Directors of the Association.

1.4 “**Bylaws**” shall mean the duly adopted Bylaws of the Association, including any amendments.

1.5 “**CC&Rs**” shall mean this Amended and Restated Covenants, Conditions and Restrictions including any subsequent amendments.

1.6 “**Commercial Lot**” shall mean Lot 526 of Tract 3402, as it was subdivided.

1.7 “**Development**” shall mean the planned development situated in Kern County, California, known as Pine Mountain Club. The real properties that are subject to this Document are described as follows:

Tract No. 3402, Lots 1 through 535, as per map of said tract recorded May 5, 1971, in Book 21 of Maps, at pages 96 to 110, inclusive;

Tract No. 3405, Lots 1 through 234, inclusive, as per map of said tract recorded June 23, 1971, in Book 21 of Maps, at pages 135 to 139, inclusive;

Tract No. 3507, Lots 1 through 464, inclusive, as per map of said tract recorded August 18, 1971, in Book 21 of Maps, at pages 195 to 200, inclusive, and in Book 22 of Maps, at pages 1 to 6, inclusive;

Tract No. 3508, Lots 1 through 754, inclusive, as per map of said tract recorded February 2, 1972, in Book 22 of Maps, at pages 195 to 200, inclusive, and in Book 23 of Maps, at pages 1 to 12, inclusive;

Tract No. 3566, Lots 1 through 646, inclusive, as per map of said tract recorded July 11, 1972, in Book 23 of Maps, at pages 184 to 200, inclusive, and in Book 24 of Maps, at page 1; and

Tract No. 3567, Lots 1 through 357, inclusive, as per map of said tract recorded January 9, 1973, in Book 24 of Maps, at pages 115 to 126, inclusive;

all in the Office of the County Recorder of Kern County, State of California.

1.8 “**Greenbelt and Recreational**” As used in section 4.6 and elsewhere within the governing documents of this development, “greenbelt” shall mean undeveloped land intended to preserve open space and a natural environment and “recreational” shall mean recreational activities that do not conflict with greenbelt as defined in this section.

1.9 **“Governing Documents”** shall mean these CC&Rs, Articles of Incorporation, Bylaws, Environmental Control Code, Rules, any amendments to these documents, and such other written documents, reports, maps, schedules and exhibits as are required by law to be recorded, filed or issued in connection with the development.

1.10 **“Improvements”** shall mean all buildings, structures, roads, pools, courts, paddocks, corrals, driveways, parking areas, fences, retaining walls, stairs, decks, poles, signs, alterations to lots, structures of any type above or below ground and other facilities of the development.

1.11 **“Lot”** shall mean any real property designated as a “lot” or as a “parcel” in title documents bearing legal descriptions within this development subject to these CC&Rs.

1.12 **“Manufactured Home”** (mobile home) is defined in California Health and Safety Code §§18007 and 18008 as they may be amended.

1.13 **“Member”** is defined in Section 2.1.

1.14 **“Membership”** is defined in Section 2.1.

1.15 **“Owner”** shall mean any person who holds a recorded title ownership interest in real property subject to these CC&Rs, excluding any person having an interest in the property merely as security for the performance of an obligation.

1.16 **“Person”** shall mean a natural person, corporation, partnership, trust, association or other similar entity as defined by law.

1.17 **“Association Road”** shall mean any vehicular way designated on a subdivision map by street name and as “Not a Dedicated Street.” The term “Not a Dedicated Street” refers to a parcel of land or non-exclusive easement not owned by the County, a city or the state or federal governments and which is not offered for dedication to public use.

1.18 **“Residence”** shall mean a building used for residential purposes, together with garage or carport, if any. “Residence” shall include single-family residences, multi-residential buildings and manufactured homes.

1.19 **“Residential Lot”** shall mean any lot or lots included in the tracts identified in Section 1.7 of this document upon which these CC&Rs authorize construction of a single-family residence, a multi-unit residence, or a manufactured home.

1.20 **“Rules”** shall mean any rules and regulations adopted by the Board to interpret and implement these CC&Rs or for the general welfare of members consistent with these CC&Rs.

1.21 "Unit" shall mean a single-family residential dwelling space located within a multi-residential building constructed on a lot in accordance with these CC&Rs.

1.22 "Vehicle" shall mean automobiles, trucks, recreational vehicles, campers, trailers, motorcycles, boats or any similar type of mechanical device used for transportation.

1.23 "Water Company" shall mean the Mil Potrero Mutual Water Company, a California corporation.

ARTICLE 2 MEMBERSHIP RIGHTS

2.1 **Member Defined.** The term "member" shall refer to all persons or entities having an ownership interest in a single family residential lot, or a multi-residential or commercial lot, except any such lots as are owned by the association. The collective members-owners of a lot constitute a membership. A membership is attached to the lot and may not be separated from that lot. Each person or entity shall automatically become a member of the Association upon obtaining an ownership interest in a lot, excluding Association property, and shall remain a member until he or she ceases to have an ownership interest in such lot. If title to a lot is held in the name of a trust, the trustee(s) shall be deemed the member for purposes of membership rights and privileges.

2.2 **Voting Rights.** Members shall have the right to vote on issues properly brought before the members. There shall be one vote for each lot. The owner of a multi-residential lot shall have one vote for each whole assessment paid by that owner. There shall be one vote for a commercial lot as such shall be defined by law or contract from time to time. Association property shall have no voting rights.

2.3 **Use of Association Property.** Subject to reasonable rules and regulations adopted by the Association including but not limited to controlling the number of members and guests who may use Association facilities at one time, the following persons and entities shall have the exclusive right to use Association property: (i) members; (ii) member authorized guests; (iii) the Association and its invitees.

2.4 **Leach Lines.** Subject to applicable governmental regulations and reasonable rules established by the Association, members have the right to use a portion of Association property for the location, construction and maintenance of a leach line or leaching field required to serve said lot, when the Association has been furnished written confirmation from the Health Department of Kern County or other appropriate government agency that it is not reasonably possible to properly serve said lot by the location of such leach line or leaching field on the lot.

2.5 Right to Enforce CC&Rs. It shall be the right of each owner as well as being the duty of the Association to enforce these CC&Rs to the fullest extent permitted by law or by Association Rules against any person, persons, firm or corporation violating or attempting to violate these CC&Rs, either to restrain violation or to recover damages.

ARTICLE 3 DUTIES OF THE ASSOCIATION

3.1 Duties Generally. The Association, through its Board of Directors, shall manage the development, enforce the provisions of the governing documents and provide for the general welfare of the residents as required under these CC&Rs and applicable laws.

3.2 Specific Duties. In addition to fulfilling any of its obligations and duties set forth in these CC&Rs, the Association shall provide and/or pay for the following:

- a. Maintenance.** The Association shall maintain, restore and repair all Association property.
- b. Insurance.** The Association shall purchase and maintain all insurance that is required by law or deemed appropriate for the protection and benefit of the development, the Association and its employees, the members of the Board, the members of the various committees, and the owners of private property within the development, including but not limited to worker's compensation insurance, automobile insurance, public liability and property damage insurance, and performance and fidelity bonds.
- c. Professional Services.** The Association shall obtain the services of architects, engineers, attorneys, certified public accountants and such other professional and nonprofessional services as the Association deems necessary.
- d. Materials and Supplies.** The Association shall purchase all materials, supplies, furniture, equipment and labor to the extent the Association deems necessary for construction, upkeep, maintenance and operations.
- e. Leach Fields.** The Association shall maintain all leach lines or leaching fields constructed on Association property pursuant to the terms hereof and assess the cost against the lot or lots served by such facility.
- f. Manager.** The Association shall employ the services of a manager to manage the affairs of the Association. To the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these restrictions.

- g. Taxes.** The Association shall pay or contest any and all taxes and assessments levied against the Association.
- h. Rules.** Consistent with these CC&Rs and applicable statutes, the Association shall adopt, amend and repeal rules governing, among other things: (1) the use of Association property owned by the Association, (2) the collection and disposal of refuse, (3) the burning of open fires, (4) the regulation of animals within the development and (5) other activities in the development which would adversely affect the peace and enjoyment of residents in the development.
- i. Operating, Reserve, and Special Funds.** The Association shall establish operating, reserve, and special funds as prescribed by law as described elsewhere in these CC&Rs.
- j. Easements and Licenses.** The Association shall grant such easements and licenses to public utility companies, and collect fees therefore, as may be reasonably necessary for the installation of utility facilities within Association property.
- k. Conveying Lots.** The Association shall convey lots or portions thereof to Kern County for the purposes of public facilities, upon determination by the Association that such facilities are necessary or desirable for service within the development, and convey lots for other purposes. However, no such conveyance occurs without the prior written approval of a majority of the membership.
- l. Signs.** The Association shall provide for the posting of signs in accordance with law.
- m. Roads.** The Association shall do all things necessary or desirable for service to the development with respect to roads owned by the Association.
- n. Foreclosing, Holding Title and Making Conveyances.** Subject to owner protections established by law, the Association may lien and foreclose upon lots for nonpayment of assessments or judgments, assume or otherwise pay encumbrances, and acquire, hold title to, lease and convey lots.
- o. Utilities.** The Association shall contract and pay for, or otherwise provide for, such utility services to property which it may lease or own, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required.
- p. Environmental Control Code.** Consistent with these CC&Rs and applicable statutes, the Association shall adopt, amend and repeal provisions of the Environmental Control Code.

- q. **Miscellaneous.** The Association shall provide and pay for such other materials, goods or services as may be reasonable or necessary for the Association to perform its duties as may be prescribed by law.

3.3 Restriction of Entry Onto Lots. No representative of the Association shall be permitted to enter onto a residential lot except at the invitation of a resident, or to go to the entrance of the primary dwelling, or as expressly permitted by law, or as stated below:

(i.) In an emergency situation as defined in California Government Code 4216 as amended, where there is an immediate threat to safety of residents or a threat of property damage, an authorized Association representative(s) may, but is not required to, enter onto a residential lot without prior notice to the owner.

(ii.) By giving at least ten (10) days written notice to the member stating the purpose and the time of entry, an authorized Association representative(s) may enter a residential lot, but not a dwelling, for the purpose of determining compliance with the Environmental Control Code as set forth in Article 4, or to perform necessary maintenance or repairs to the Association's property. Notice may be personally delivered or mailed by first class mail to the owner's address of record, unless the owner has specified in writing a different location for notices to be sent.

(iii.) An authorized Association representative(s) may enter onto a residential lot in accordance with any lawful order of a governmental entity directing the Association to do so.

The right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the lot by its owner.

ARTICLE 4 ENVIRONMENTAL CONTROL

4.1 Authority of the Association. No person, member or non-member shall excavate, fill, change drainage patterns, destroy or remove trees or construct or alter improvements on any privately owned lot or on Association property except as authorized by the Association pursuant to the Environmental Control Code.

4.2 Environmental Control Code. The Board shall adopt written architectural standards and environmental restrictions and procedures which together are known as the Environmental Control Code. The architectural standards shall include but not be limited to requirements for submission of plans, standards for architectural design, landscaping, outside lighting, color schemes, exterior finishes, and materials. The environmental restrictions shall include but not be limited to such things as noise, junk vehicles and outdoor fires. The Environmental Control code shall apply to (i) members; (ii) member authorized guests; (iii) the Association and its invitees.

4.3 Power to delegate. The Board may delegate its environmental and architectural oversight duties to an Environmental Control Committee assisted by an Environmental Control Officer acting under the supervision and control of the Board. However, final approval rests with the Board of Directors.

4.4 Review Fees. To defray the cost of reviewing submitted plans and related documents, reasonable fees may be charged for applications submitted to the Association subject to the constraints found in Section 1366.1 of the Civil Code.

4.5 No Waiver. The Association's approval of any plans or specifications shall not be deemed a waiver of the Committee's right to object to any of the features or elements embodied in such plans and specifications submitted for approval for use on other building sites.

4.6 Greenbelt and Recreation Lots. The following lots shall be used for greenbelt and recreational purposes in perpetuity: Lots 741 through 749 and 752 through 754 of Tract 3508, Lots 642 through 646 of Tract 3566, and Lots 350 through 357 of Tract 3567 and any other such lots as may be so designated in the future.

4.7 Use of Association Roads. Each Association road shall be used for access to the lots or adjacent parcels. Upon the approval of 60% of the members, the Association shall have the right to dedicate any Association road to public use. Upon acceptance by Kern County or any other governmental subdivision, the Association shall have no further obligation to maintain the property so dedicated.

4.8 Single Family Residences. Only one single family residence shall be placed, erected or maintained on any of the following lots: Tract 3402, Lots 1-14, 19-265, 275-309, 355-396, and 428-525, inclusive; Tract 3405, Lots 1-101, inclusive; Tract 3507, Lots 1-461, inclusive; Tract 3508, Lots 1-740, inclusive; Tract 3566, Lots 1-641, inclusive; Tract 3567, Lots 1-349, inclusive.

- a. Front and Rear Setback.** No portion of any building or structure shall be placed, erected or maintained on any such lot within twenty-five (25) feet of the front lot line or twenty (20) feet of the rear lot line. For the purposes of this subsection, any access strip connecting a lot to a road shall not be deemed to be a part of that lot.
- b. Side Yard Setback.** No portion of any building or structure shall be placed, erected, or maintained on each such lot within ten (10) feet of all side lot lines, with a minimum clearance of seven and one-half (7-1/2) feet from eaves or other projections to said lot line.
- c. Parking Facilities.** Each such lot shall have off-the-road parking facilities of at least three hundred and twenty (320) square feet.

4.9 Multi-Residential Buildings. No residential structure other than one building per lot containing a maximum of four (4) residential units, each unit designed as a single family residence, shall be constructed, erected or maintained on the following lots: Tract 3402, Lots 266 - 274, 310 - 354, and 397 - 427, inclusive.

- a. **Front & Rear Setback.** No building, or any part thereof, shall be placed, erected or maintained on any of said lots within fifteen (15) feet of the front or rear lot line. For the purposes of this subsection, any access strip connecting a lot to a road shall not be deemed to be a part of that lot.
- b. **Side Yard Setback.** No portion of any building or structure shall be placed, erected, or maintained on each such lot within ten (10) feet of all side lot lines to the exterior wall of any structure, with a minimum clearance of seven and one-half (7-1/2) feet from eaves or other projections to the lot line.
- c. **Parking Facilities.** Each such lot shall have off-the-road parking facilities of at least three hundred and twenty (320) square feet for each residential unit to be constructed on said lot.

4.10 Restriction on Manufactured (Mobile) Homes as defined in 1.12. Manufactured homes designed as a single family residence shall not be constructed, erected or placed on any lot in this development except on Lots 102 through 233 inclusive of Tract 3405. Such homes must conform to the Association's Environmental Control Code with the following setback requirements:

- a. **Front and Rear Setback.** No building, or any part thereof, shall be placed, erected or maintained on any of these lots within twenty-five (25) feet of the front lot line or twenty (20) feet of the rear lot line. For the purposes of this subsection, any access strip connecting a lot to a road shall not be deemed to be a part of that lot.
- b. **Side Yard Setback.** No portion of any building or structure shall be placed, erected, or maintained on each of these lots within ten (10) feet of all side lot lines to the exterior wall of any structure, with a minimum clearance of seven and one-half (7-1/2) feet from eaves or other projections to the lot line.

4.11 No Dividing of Lots. No owner shall have the right to partition or divide any lot.

4.12 Water wells. No individual water well shall be drilled, constructed, maintained or used on any residential lot.

4.13 Sewage Disposal System. No septic tank system or other sewer facility shall be constructed on any residential lot unless it has prior written approval by the Association and applicable governmental authorities.

4.14 Temporary Occupancy. No trailer, recreational vehicle, bus, garage, or temporary building or structure of any kind shall be used at any time for a residence, whether it be temporary or permanent and whether on the lot or the street, except as may be used during construction or remodeling with the prior written consent of the Association. Such temporary structures shall be removed immediately after the completion of construction.

4.15 Variances Generally. The Association may, but is not obligated to, allow reasonable architectural variances if the requested variance does not constitute a material deviation from the overall plan and scheme of the development and will not result in a material detriment or create an unreasonable nuisance. The granting of any variance for any reason shall not be construed as a precedent for the granting of any other variance on the same or any other property in the development whether similar or not.

4.16 Setback Variances. If due to the shape or topography of a lot a member desires to install improvements so close to any boundary line of the lot that it would violate the setback requirements of this Article, the member may present a plot plan of the proposed location and the full plans and specifications to the Environmental Control Committee, together with such contour map as may be required by that committee. If the committee should determine that the desired location is of prime importance to the convenient and beneficial use of the lot and that, in light of other circumstances, including the proposed plan, the improvement so located will not be unduly detrimental to the development or to adjoining properties, the committee, subject to Board approval, may waive the setback requirements of this article and approve in writing the proposed location and the plans and specifications submitted. Any such approval shall not relieve the member from obtaining any required governmental consent or approval.

4.17 Water Rights. All water and water rights in, under, or flowing over the development, or appurtenant to it, or to any part of it, including the right to develop water on it, or to transport or export water from it are owned by the Association subject to all law relating to water rights and to the assignment of water rights to the water company. This provision does not prevent the collection of rainwater by the owner(s) of a lot.

4.18 Easements. For the use and benefit of the owners (members) and the Association, there exist easements for any public utility company or any other service provider authorized by the Association to serve in the development, over and across a strip of land seven and one-half (7 1/2) feet in width across the rear and side lines of each privately owned lot in the development. Among other things this easement shall be used for installing, operating and maintaining utility lines, transmission lines and other facilities for a community television system, high-speed internet access, community security systems, or other such systems.

**ARTICLE 5
GENERAL RESTRICTIONS UNDER
THE ENVIRONMENTAL CONTROL CODE**

5.1 Animals. Only a reasonable number of pets shall be kept on any lot. All animals shall be kept in strict accordance with the Rules and all applicable laws and ordinances.

5.2 Barbecues; Exterior Fires. There shall be no exterior fires whatsoever except for barbecues in confined receptacles designed for such purposes. The hours of operation, type of equipment and rules regarding their operation shall be in the Association Rules. Residents shall take all reasonable precautions to minimize smoke and eliminate sparks.

5.3 Camping. Camping may be allowed in designated campgrounds only.

5.4 Drilling and Exploration. No lot shall be used in any manner to quarry, refine, explore for, remove, refine, or store any oil, natural gas, hydrocarbons, minerals, gravel, earth, or earth substances of any kind.

5.5 Hunting. There shall be no hunting or discharge of firearms on any lot within the development except as provided in Association Rules.

5.6 Nuisance and Noxious Activities. No noxious or offensive activity shall be allowed upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their lots or the Association property. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the lot and its improvements, shall be placed or used upon any lot without the prior written approval of the Association.

5.7 Maintenance of Lots. Members shall maintain their lots and all improvements in a neat, clean and sanitary condition and in good repair and in such manner as not to create a fire hazard or create a public nuisance. Vegetation on any lot shall be planted and maintained in such a manner as to prevent or retard erosion and to encourage the growth of indigenous ground cover.

5.8 Residential Use. No residential or multi-residential lot or any portion of it shall be occupied or used for any purpose other than private single-family residences or units. Members may use their residential lots or units for cottage industries as they are defined, described or regulated by Kern County ordinance or any other applicable law and are in accordance with the Environmental Control Code.

5.9 Signs. No signs shall be erected or maintained on any lot except as provided for by law and in accordance with the Environmental Control Code.

5.10 Trash Containers. All trash, rubbish and garbage shall be kept in covered containers as provided in the Environmental Control Code. Trash, rubbish and garbage receptacles, storage areas, maintenance equipment, and tanks for propane storage shall be screened in accordance with the Environmental Control Code.

5.11 Vehicles. No commercial vehicle bearing commercial insignias or names (except pick-up trucks and light duty vans) shall be parked on any lot in view of adjoining property, unless the vehicle is temporarily parked for the purpose of servicing the lot. Street parking and storage of truck campers, trailers, boats, recreational vehicles, and similar vehicles shall be in accordance with applicable rules. Non-operable vehicles, as defined in Vehicle Code Section 22658.a.3 as it may be amended, shall not be allowed on any lot in the development unless screened in accordance with the Environmental Control Code.

ARTICLE 6 ASSESSMENTS

6.1 Purpose of Assessments. The general purpose of assessments is to enable the Association to manage, administer, preserve, repair, replace, construct, maintain and improve Association property; enforce and comply with the governing documents; provide for the acquisition of property, services and facilities and to take any action on behalf of the Association in furtherance of its purposes.

6.2 Budget. The Board shall prepare an operating budget as required by Civil Code §1365 as it may be amended or replaced which shall include (i) estimated revenues and expenses on an accrual basis, (ii) a summary of the Association's reserves, (iii) a statement as to whether the Board has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves, and (iv) a general statement addressing the procedures used for the calculation and establishment of reserves. The budget shall be distributed not less than 30 days nor more than 90 days prior to the beginning of the Association's fiscal year.

6.3 Regular Assessment. The Board shall levy regular assessments as provided for by law and in an amount sufficient to provide for the performance by the Board of its duties. Regular assessments shall be due and payable by each assessed membership on or before the first day of July of each year. Regular assessments shall be levied equally against all residential and multi-residential lots, all units in excess of one on a multi-residential lot except those that may have been modified by court order or contract with the Association prior to the approval and recording of this document, and any commercial lot as it is defined by law or contract as being subject to assessment and therefore is granted a vote under section 2.2, but not against Association property.

6.4 Special Assessment. In addition to regular assessments, the Board may levy special assessments against all memberships as provided in Civil Code §1366(b), as may be amended, to provide funds to enable the Association to carry out its duties. Special assessments shall be levied equally against all residential and multi-residential lots, all units in excess of one on a multi-residential lot except those that may have been modified by court order or contract with the Association prior to the approval and recording of this document, and any commercial lot as it is defined by law or contract as being subject to assessment and therefore is granted a vote under section 2.2, but not against Association property.

6.5 Reimbursement Assessment. As provided for in Civil Code §1367.1(d), a monetary charge may be imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Association property and facilities for which the member or the member's guests or tenants were responsible and, if unpaid, may become a lien against the member's separate interest enforceable by the sale of the interest under §§2924, 2924b, and 2924c of the Civil Code.

6.6 Deposit of Assessments. All sums received by the Association shall be promptly deposited into accounts clearly designated in the Association's name. The Association shall maintain separate accounts for its operating funds and its reserve accounts.

6.7 Liability for Assessments. Unpaid assessments shall be subject to late charges and interest as provided for by law and collection rights through lien and foreclosures as provided for by Civil Code §§1366, 1367 and 1367.1—and any applicable or successor statutes—as well as other collection procedures and rights as provided for by law. Assessments, together with charges, interest, costs, and attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In addition, members shall be personally liable for any and all assessments provided for by these CC&Rs together with any accompanying late charges, interest, costs, attorneys' fees and penalties as provided for by law. In a voluntary conveyance of a lot by an owner, the buyer shall be jointly and severally liable with the seller for all unpaid assessments, late charges, interest, costs and penalties up to the time of the grant or conveyance without prejudice to the buyer's right to recover from the seller the amounts paid by the buyer.

ARTICLE 7 MISCELLANEOUS

7.1 Subordination of Assessment Lien to Third Party Security Interests. Any lien for assessment provided for in these CC&Rs shall be subordinate to the lien of any mortgage, deed of trust or other form of security interest placed on a lot; provided that such subordination shall apply only to assessments which have come due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, trustee's sale or other remedy provided for in the security interest. Such sale or transfer shall not relieve the property from liability for any thereafter coming due or from the lien of any subsequent assessment.

7.2 Enforcement. The governing documents may be enforced by the levying of reasonable monetary penalties including fines, suspension of Association property privileges, judicial enforcement, or any other enforcement mechanism as may be provided for by law. Failure to enforce any provision of the governing documents shall not be deemed a waiver of the right to enforce such provisions thereafter.

7.3 Limited Personal Liability. No officer, director, committee member, or employee of the Association shall be personally liable for any loss, injury, or damage to persons or property for any act or omission provided that the act or omission was performed within the scope of the person's duties for the Association, was not self-serving, and did not constitute intentional misconduct or gross negligence. This limitation of personal liability is derived from and based upon California Corporations Code §§7231 and 7231.5 as they may be amended. These sections define and limit the liability of directors and volunteer directors and officers and, if they conflict with the language of this section 7.3, shall supersede it.

7.4 Amendment. These CC&Rs may be amended by the written approval of not less than fifty-five percent (55%) of the memberships, as provided for in Section 1355 or 1356 of the Civil Code or any successor statutes. If a specific section of these CC&Rs requires the affirmative vote of a larger percentage of the memberships for action to be taken under that section then the larger percentage is required to amend it. Any amendment enacted in compliance with this provision shall become effective when recorded with the Office of the County Recorder.

7.5 Term of CC&Rs. These CC&Rs shall continue in full force and effect for a term of twenty (20) years from the date these CC&Rs are recorded. After that time they shall be automatically extended for successive periods of twenty (20) years unless they are terminated by the amendment process provided for in Section 7.4.

7.6 Fiscal Year. The Association's fiscal year shall be from July 1 through June 30.

7.7 Conflicting Documents. If there is any conflict between the provisions of these CC&Rs and the Articles of Incorporation, Bylaws, Rules or Environmental Control Code, these CC&Rs shall control.

7.8 Leases. Any lease, sublease or contract affecting real property in this development shall be subject to the provisions of these CC&Rs.

7.9 Notices. Any communication or notice of any kind permitted or required herein may be delivered as provided in these CC&Rs and shall be in writing and may be served, as an alternative to personal service, by mailing same as follows:

To a member: To the post office box of the lot or unit, or such other address as the member may designate in writing to the Association.

To Association: To the Board of Directors, PO Box P,
Pine Mountain Club, CA 93222-0016

All notices or demands to be served by mail shall be by first-class mail with postage prepaid. Service shall be deemed to be completed three (3) business days after such mailing.

7.10 Attorneys' Fees. Any reasonable attorneys' fees and costs incurred by the Association in the enforcement of its assessment rights, these CC&Rs, the Environmental Control Code and/or Rules may be levied against that member as a special assessment which may be collected as provided for by these CC&Rs or by law.

7.11 Severability. The provisions of these CC&Rs and any other governing document shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

CERTIFICATION

WE CERTIFY this 25 day of February, ^{2011 Jim Pw} 200 that this Amended and Restated Declaration of Covenants, Conditions and Restrictions has been duly approved by at least 55% of the membership. The President and Secretary of the Association, by their signatures below, hereby declare that the above information is true and correct.

PINE MOUNTAIN CLUB PROPERTY OWNERS
ASSOCIATION INCORPORATED

By: [Signature]
President

By: [Signature]
Secretary

See attached
all purpose
acknowledgment