



COVENANTS, CONDITIONS and RESTRICTIONS

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Declaration affecting the Real Property Known as Pinebrook Subdivision

Whereas, the Declarants are the owners of lots and parcels of real property located in the County of Calaveras, State of California, in a subdivision commonly known as "Pinebrook Subdivision", consisting of the combined three units of Pinebrook subdivision which are individually described as follows:

<u>Subdivision</u>	<u>Lot Numbers</u>	<u>Date Filed</u>	<u>Map References</u>
1	1 to 71	June 21, 1961	Book 142, pages 225-232
2	72 to 234	June 17, 1963	Book 167, pages 394-398
3	235 to 403	October 29, 1964	Book 186, pages 562-567

And, whereas, the Declarants desire and intend by this declaration to make uniform the covenants, conditions, restrictions, reservations, rights and easements throughout the entire Pinebrook subdivision, and to eliminate any differences and variations that may exist among or between the three original units of the Pinebrook Subdivision;

And, whereas, the Declarants intend that upon the adoption of the Declaration as an amendment of the declaration governing each of the original three units of Pinebrook Subdivision, by a lawful majority of the owners of the lots in each original Unit in accordance with Title (commencing with Section 1350) of Part 4 of Division 2, of the California Civil Code, this Declaration shall uniformly apply to all the real property herein describes as constituting Pinebrook Subdivision;

Now, therefore, Declarants hereby declared that all former Declaration of Restrictions are amended and that all of the property described herein is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, condition, restrictions, reservation, rights, and easements set forth in this Declaration, as the Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a general plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property. All covenant and restrictions set forth in this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the property, and shall be binding on and for the benefit of all the property and all parties having or acquiring any right, title, or interest in all or any part of the property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of any lot in Pinebrook Subdivision.



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Definition of Terms

- **“The Association”** shall mean the Pinebrook Homeowners’ Association, a non-profit, mutual benefit corporation.
- **“Assessment”** means any fine, or special payment assigned against the owner in accordance with Article I, Section 2.
- The **“BRC”** means the Building Review Committee
- **“Dues”** means fees and other charges paid by the owner for membership entitlement and privileges in accordance with Article I, Section 2.
- **“Membership”** means the members (property owners) of Pinebrook Homeowners’ Association.
- **“Owner”** means person(s) or entity who holds title to the property.
- **“Pets”** means any common domestic animals, usually dogs and cats.
- **“Property”** means any lot, parcel or plot of real estate (improved or unimproved) within the Pinebrook subdivision.
- **“Structure”** means any residential building and / or improvements on the property.
- **“CCC”** means Calaveras County Code (e.g. –CCC 17.04.210)

Article I **Membership** **Section 1**

Pinebrook Homeowners’ Association

- A. All purchasers of property in this subdivision, at the time they acquire title, shall be required to become and shall become members of the Pinebrook Homeowners’ Association (The Association). The Association is a non-profit corporation which is comprised of owners of property in this subdivision. The purpose of The Association is to maintain and supervise the operation of the lake and such other recreational facilities as are situated in Pinebrook subdivisions I, II and III in Calaveras County, California, and to purchase and/or lease and construct such other additional recreational facilities for the membership thereof, and to operate such facilities, in such a manner as will benefit and enhance community activities of a recreational and educational nature for the membership of The Association.
- B. Each property owner shall abide by all the rules and regulations of The Association.
- C. Each member of The Association shall be entitled to one vote for each property owned by said member provided that the annual membership dues have been paid for all properties.



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- D. Co-Ownership: Only one co-owner of property in the subdivision shall be entitled to vote.
- E. Suspension of Membership: During any period in which a member shall be in default in the payment of any dues, fees, or assessments, levied by The Association, the voting rights and the right to use of any recreational facilities of The Association may be suspended until such monies have been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the facilities.

Section 2 Dues Fees and Assessments

Each owner of property within the Pinebrook Subdivision shall:

- A. Pay to The Association the dues for the use of the recreational facilities owned by The Association and located within, or upon property adjacent to this subdivision, for and during the period of ownership of said facilities by The Association. Said dues shall be as fixed by The Association. The sums so received shall be used for the purpose of administration of The Association and for maintaining, installing, or improving the recreational facilities on said land.
- B. A late payment charge, established by The Association, is added to delinquent dues to help offset the additional bookkeeping, clerical and collection costs.
- C. All sums payable to The Association shall be considered delinquent when not paid by the due date. The Association may at their discretion record a lien against the individual property of the delinquent shareholder of member. The Association may at their discretion institute foreclosure proceeding to collect such delinquent dues or assessments in a manner similar to the provisions of Section 1367 of the California Civil Code.

Section 3 Membership Transfers, Policies and Procedures

- A. Membership in The Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of said property to which it is appurtenant and then, only to the purchaser.
- B. When a property is sold, the appurtenant membership passes automatically to the purchaser upon recording of a deed evidencing transfer of title to the property. In the case of a mortgage encumbrance of such property, a Mortgagee does not have membership rights until they become the owner by foreclosure or deed in lieu thereof.
- C. Should any business, utility company, government agency or similar entity acquire property within the Pinebrook Subdivision through foreclosure or other similar legal action, the employees of the agency shall not be entitled to use of the Common Area facilities of the Pinebrook Homeowners' Association.



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Section 4 Use, Rental and Leasing Residences

- A. No owner shall rent their property so as to create a nuisance. Use of a residence by more than one family for a term exceeding thirty (30) days shall be presumed to be a nuisance.
- B. During any period when a residence has been rented or leased, the renter shall be entitled to the use of the recreational facilities of The Association.
- C. Any rental or lease of a residence shall be subject to the provisions of the CC&Rs, each of which shall be incorporated in the lease or rental agreement. Each owner shall provide any tenant or lessee with a current copy of the CC&Rs. The owner shall notify The Association with the names of those to whom the property is rented or leased for a period of thirty (30) days or more.

Article II Architectural and Building Control

Section 1 Building Review Committee

- A. The Building Review Committee (BRC) shall be composed of not less than three (3) members of The Association who are appointed by The Association Board of Directors. One director from The Association's Board will serve as Chairperson.
- B. Prior to undertaking any work or improvement on any property within the Subdivision, the owner thereof shall first submit detailed plans, elevations, specifications and plot plans to the BRC for review and written approval.
- C. As use herein, the term "improvement" shall include, but not be limited to, any building, garage, driveway, parking area, fence, retaining wall, paving or other cement flat work, stairs, deck, windbreak, solar systems or exterior lighting. The term shall also include any exterior additions, alterations, reconstruction, remodeling or changes existing improvements or structures.
- D. Once a set of plans and specifications has been approved by the BRC, no material changes may be made therein without the prior written consent of the BRC. Upon completion of the construction, The Association will be notified so that a final inspection may be conducted by the BRC.
- E. Review and approval by the BRC of any proposals, plans or other submittals, shall in no way be deemed to constitute satisfaction of, or compliance with any building permit process by any County or State Agency.



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Section 2 Single Family Residential Use

The use of the individual property shall be restricted to residential purposes only and only single family dwellings. Said dwelling not to exceed two stories above street grade. In no event, shall a residence be occupied by more individuals than permitted by applicable zoning laws or government regulations.

Section 3 General Building Requirements

No garage shall be constructed on the property prior to completion of a dwelling (house) thereon. No building of any kind shall be moved from elsewhere and placed upon any property in the Subdivision. No shed, tent, shelter or temporary garage shall be erected on any property without the written consent of the BRC.

No tent, trailer, garage or other out-buildings, temporary or permanent shall be used as a dwelling. All dwellings (houses) on such property shall be constructed according to Calaveras County code. Any building, which is constructed or maintained on any portion of the real property which is intended for occupancy or occupied as a dwelling, shall be constructed and maintained in connection therewith a septic system of a type and in a location approved by the health authorities of the State of California and/or the County of Calaveras.

Section 4 Square Footage

Unless the BRC provides written consent to deviate from the following, no permanent dwelling (house) shall be constructed or maintained upon any portion of said real property with less than eight hundred (800) square feet of living area on the main floor of such house.

Section 5 Time Limit on Building Completion

The exterior of any dwelling, house, garage or out-building to be erected upon any property shall be completed within eighteen (18) months after the foundation for said dwelling, house, garage or out-building shall have been laid or constructed.



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Section 6 Setbacks and Fences

- A. Unless shown otherwise on official maps, no buildings shall be erected on any property (lot) nearer than twenty (20) feet to the front property line or ten (10) feet from the rear and side property lines without the written consent of The Association.
- B. Fences shall be no higher than six (6) feet. Fences which are closer than twenty (20) feet to the front property line shall be no higher than three (3) feet.
- C. Before undertaking the construction of any fence, wall or hedge, the owner must submit a plan to the BRC and receive approval for the proposed construction. (See Article II, Section 1).

Section 7 Subdivision of Lots

No property (lot) shall be further subdivided nor shall less than all of any such property (lot) be conveyed by an owner without the specific written permission of The Association.

Section 8 Utilities and Easements

- A. The Association may grant the right to construct all public utilities, water lines, drainage ditches or other poles, lines, wires, pipes, pipelines or any other things, other than a building and to enter in and upon the premises to make any and all repairs upon said utilities, water lines, etc. The right is also reserved to enter upon said reserved areas to cut or trim trees and other growth thereupon, as necessary for proper maintenance of such utilities and other lines.
- B. Notice is hereby given that certain easements for power lines and telephone lines now exist affecting certain of said properties of said subdivision. Said easements affect an area of five (5) feet on either side of said lines for all units. No owner or occupant of any portion of said real property shall use the area affected by said easements for any purpose, or in any manner, which will interfere with the free and unobstructed use of such easement.
- C. Any building, garage, woodshed, woodpile, driveway, etc., that extends into said easements that has not received The Association's written approval prior to construction of such placement is subject to removal by the owner at the owner's expense.



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Section 9 Sewage Systems

- A. All sewage systems shall be approved prior to site development or construction by Calaveras County Environmental Health Department. Installation, by a licensed contractor, shall be in accordance with Calaveras County Codes.
- B. In the event of a partial failure or failures of the sewage systems, the owner or owners shall take immediate action to repair or replace the sewage system in accordance with Calaveras County Codes.

Section 10 Removal of Trees for Building and Improvements

- A. After the building plans have been approved by the BRC, only those trees located in the home building area which includes the septic system, may be removed. Trees of ten (10) inches or more in diameter located outside the building area may only be removed with the written approval of the BRC which shall not be unreasonably withheld. Only dead and diseased trees may be removed without the written approval of the BRC.
- B. Trees, slash, brush & vegetation shall not be pushed, stacked or moved onto adjacent property. Trees that are to be used as firewood shall remain on the owner's property. Upon completion of a structure, felled trees including dead and diseased trees, slash, brush, vegetation and/or construction debris shall be disposed of in accordance with Calaveras County Ordinances.

Article III General Property Use Restrictions

Section 1 Signage

- A. Address signs with numerals at least four (4) inches in height are required and must be visible from the street to assist in the location of properties by emergency vehicles and services.
- B. No signs of a commercial nature shall be displayed on any property. Not more than one "For Rent", "For Lease" or "For Sale" sign of reasonable dimension (as determined by The Association) or job identification signs of a type usually employed by contractors, subcontractors or tradesmen will be permitted. All such signs shall be removed within ten (10) days following the conclusion of the construction, sale or activity.



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Section 2 Association's Right To Enter Property

The right is reserved by The Association, upon thirty (30) days written notice, to enter upon any said property for the purpose of treating and removing trees when shown to be infected by a disease or insect(s) if said trees are of common danger to the immediate or adjacent areas.

Section 3 Trees and Vegetation

- A. A defensible space shall be maintained around all structures, according to standards set forth in the Public Resources Code, Section 4291, which is endorsed by the California Department of Forestry.
- B. The owner of any property adjacent to improved property, where a structure is built within the defensible space required, shall provide the necessary additional clearance on the adjacent property.
- C. All owners are required to cut down dead and diseased trees and/or vegetation and remove all debris on both improved and unimproved property.
- D. Failure to comply will give The Association the option (after thirty (30) days written notice) to bring said property into compliance and bill said owner(s) for all associated costs, including any legal fees.

Section 4 Animals & Household Pets

The following restrictions shall govern and restrict pet owners:

- The Calaveras County Code Chapter 6
- Common household pets may be kept on improved property so long as the same are not kept, bred, or maintained as a commercial kennel. No other animals, livestock, or poultry of any kind may be kept, bred, or raised on any property.
- Pets shall only be allowed on roads, and trails when they are leashed and otherwise under the supervision and restraint of their owners. *Pets shall not be allowed within the Recreational facilities of The Association.*
- Each person keeping a pet shall be responsible for the conduct of such pets, to ensure that the same do not interfere with the quiet and peaceful atmosphere of the community.



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Section 5 Noise Pollution

No owner shall permit noise to emanate from the owner's property which would unreasonably disturb other owners and residents, including but not limited to the following:

- Barking Dogs
- The operation of exterior horns, whistles, bells or other sound devices
- Stereo amplifier systems
- Musical instruments
- Television systems
- Motor vehicles / motorcycles
- Power tools
- Parties-entertainment functions

Note: Sound (noise) which might be normal and acceptable during daytime hours can become an unreasonable disturbance before 7:00 A.M. or after 10:00 P.M.

Construction noise must be limited to the hours between 7:00 A.M. and 7:00 P.M.

Section 6 Vehicles on Property

In general, only operable passenger vehicles and small commercial trucks owned and currently used by members, guests and renters shall be parked on any property. No inoperative or wrecked vehicles of any type shall be parked on any property for more than ten (10) days without the permission of the BRC. (CCC 17.04.210 and 17.06.1030). No vehicles may be used on any property for temporary living quarters.

Section 7 Debris

No owner or occupant of any of said lots shall dump or dispose of any cans, refuse, or garbage upon any part of portion of said premises, and each shall provide for the regular removal of any accumulation thereof at least once a week. (CCC 17.06.1010)



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Section 8 Storage

Storage of personal property shall be within any enclosed area. No appliances, fixtures, furniture (other than patio furniture) or other goods shall be stored in any open area or on any property in such a manner that the material is visible from the street or neighboring property.

Article IV General Provisions

Section 1 Enforcement of Assessments and Late Charges

- A. A delinquent regular or special assessment and any related late charges, reasonable costs of collection, and interest assessed on any delinquent assessment, shall become a lien on the lot when a notice of delinquent assessment is duly recorded as provide in Section 1367 of the California Civil Code.
- B. Any such lien may be enforced in any manner permitted by law, including foreclosure, or non-judicial foreclosure.
- C. If the sums specified in the notice of delinquent assessment are paid before the completion of any judicial or non-judicial foreclosure, The Association shall record a notice of satisfaction and release of the lien. Upon receipt of a written request by the owner, The Association shall also record a notice of rescission of any declaration of default and demand for sale.

Section 2 Amendments

- A. At any time this Declaration may be amended by the vote or written consent of the owners of more than fifty (50) percent of the lots within Pinebrook Subdivision.
- B. An amendment of this Declaration becomes effective after 1) the approval of the required percentage of the owners of the lots within the subdivision, 2) that fact has been certified in a writing executed and acknowledged by the Secretary of The Association, and 3) that writing has been recorded in the Office of the County Recorder for Calaveras County, California.



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C.

Section 3 Term

The provision of this Declaration shall continue in effect for a term of twenty (20) years from the date of adoption by the membership. Thereafter, it shall be automatically extended for successive periods of twenty (20) years, until the membership of The Association decides to terminate it by a simple majority vote of the members.

Section 4 Non-waiver of Remedies

Each remedy provided in this Declaration is separate, distinct, and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

Section 5 Attorney's Fees

In any action to enforce the Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 6 Severability

The provisions in this Declaration 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(s).

Section 7 Binding

This Declaration, as well as any amendment to it and any valid action or directive made pursuant to it, shall be binding on the owners of lots within the subdivision and the member of The Association and on their heirs, grantees, tenants, successors, and assigns.



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Section 8 Interpretation

The provisions of the Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of the planned development. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration.

Section 9 Limitation of Liability

The liability of any owner for non-performance of any of the provisions of this Declaration shall terminate upon the sale, transfer, assignment, or other divestment of the owner's entire interest in his or her lot with respect to obligations arising from and after the date of divestment.

Section 10 Fair Housing

No owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the owner's lot to any person on the basis of race, color, sex, religion, ancestry, or national origin.