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RIVER OAKS HOMEOWNERS' ASSOCIATION

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AND WHEN RECORDED MAIL TO:

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RIVER OAKS HOMEOWNERS' ASSOCIATION
350 GILMORE RD. #115
RED BLUFF, CA 96080

OFFICIAL RECORDS

TEHAMA COUNTY CALIFORNIA

MARY ALICE GEORGE

Fee \$ **103-** Recorder 32

**RESTATED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

**RIVER OAKS PLANNED UNIT DEVELOPMENT
A SENIOR HOUSING COMMUNITY
(Age Verification Required Before Occupancy)**

River Oaks Homeowners' Association's intent is to conform to the Housing for Older Persons Act of 1995
(HOPA) of the U.S. Department of Housing and Urban Development

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

RIVER OAKS HOMEOWNERS' ASSOCIATION
RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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**RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**RIVER OAKS HOMEOWNERS' ASSOCIATION
A PLANNED UNIT DEVELOPMENT
A SENIOR HOUSING COMMUNITY**

THE BOARD OF DIRECTORS OF THE RIVER OAKS HOMEOWNERS' ASSOCIATION, WISHES THE PUBLIC TO BE AWARE THAT THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SUPERSEDES ALL PRIOR RECORDED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AND SUPPLEMENTS OR AMENDMENTS THERETO INCLUDING, BUT NOT NECESSARILY LIMITED TO, THAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 23, 1980 AS INSTRUMENT NO. 8189, OF BOOK 831, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF TEHAMA.

The undersigned hereby certify that they are the President and Secretary, respectively, of the RIVER OAKS HOMEOWNERS' ASSOCIATION, and are authorized by the Board of Directors to execute this Restated Declaration.

The original Declaration created a planned unit development subdivision administered by the Association named above, for subdivision properties described herein.

WHEREAS, the Association has heretofore been incorporated under the laws of the State of California as a nonprofit mutual benefit corporation, RIVER OAKS HOMEOWNERS' ASSOCIATION for the purposes of exercising the functions hereinafter described; and

WHEREAS, Covenants, Conditions, Restrictions, reservations, servitudes, easements and liens which affect the subject properties have heretofore been recorded; and

WHEREAS, the membership has tendered the requisite approval from not less than fifty-one percent (51%) of the members to amend and restate the previously recorded Declaration of Covenants, Conditions and Restrictions; and

WHEREAS this Corporation hereby establishes these restated Covenants, Conditions and Restrictions for the benefit of the Owners of all Lots at River Oaks.

NOW, THEREFORE, this Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Pursuant to Subdivision (b) of Section 12956.1 of Government Code, the following notice is printed in 14 point boldface type.

NOTICE

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal laws on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

ARTICLE 1: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

- 1.01 "Association" shall mean and refer to RIVER OAKS HOMEOWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation organized for the purpose of managing the common interest development known as RIVER OAKS PLANNED UNIT DEVELOPMENT.
- 1.02 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.03 "Properties" shall mean and refer to that certain real property as described in Section 1.04 below and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.04 "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.
- 1.05 "Dwelling Unit" shall mean and refer to an independent mobile home designed for human habitation, intended for use and occupancy as a residence by a single family.
- 1.06 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- 1.07 "Qualifying Resident" shall mean and refer to a person fifty-five (55) years of age or older who occupies a Property within River Oaks.
- 1.08 "Qualifying Permanent Resident" shall mean any person who meets both of the following requirements:
 - 1.08.1 The person was residing with the Qualifying Resident prior to the death, hospitalization or other prolonged absence of, or the dissolution of marriage with the Qualifying Resident; and
 - 1.08.2 The person was forty-five (45) years of age or older, or was a spouse, cohabitant (cohabitants being defined by Statute as to two persons who live together as husband and wife, or persons who are domestic partners) or person providing primary physical or economic support to the Qualifying Resident.

- 1.09 "Permitted Health Care Resident" shall mean a person hired to provide live-in, long term, or terminal health care to a Qualifying Resident or a family member of the Qualifying Resident providing that care. The care provided must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. The term "for compensation" shall include the provision of food and lodging in exchange for care.
- 1.10 "Resident, Occupant or Occupancy" shall mean any person or persons who reside and/or occupy a Dwelling Unit within more than sixty (60) cumulative days in any one twelve (12) month period. All Resident; must either be a Qualifying Resident, a Qualifying Permanent Resident or a Permitted Health Care Resident.
- 1.11 "Single Family" shall mean a group of 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, who maintain a common household in a Dwelling Unit.

ARTICLE 2: AGE REQUIREMENTS

- 2.01 Age Restrictions. Each Dwelling Unit, if occupied, must be occupied by at least one Qualifying Resident. All other persons occupying a Dwelling Unit shall be Qualifying Permanent Residents, provided, however, that a Permitted Health Care Resident may occupy a Dwelling Unit for any period that such person is actually providing live-in, long-term, or hospice health care to a Qualifying Resident for compensation. The Qualifying Resident and Qualifying Permanent Resident may have Guests under 45 years of age for periods of time, up to 60 days total for each such Guest in any twelve (12) month period. Upon the death or dissolution of marriage or upon hospitalization, or other prolonged absence of the Qualifying Resident, any Qualifying Permanent Resident shall be entitled to continue his or her Occupancy, residency or use of the Dwelling Unit.

ARTICLE 3: PROPERTY RIGHTS AND EASEMENTS

- 3.01 Owners' Rights of Environment and Easements. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- 3.01.1 The right of the Association to limit the number of guests; promulgate rules and regulations regarding use of the facilities; and to impose penalties for violation of the governing documents, rules, and regulations.
- 3.01.2 The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner, family, tenants, guests:
- (1) For any period during which any assessment against his Lot remains unpaid; and
 - (2) For any reasonable period of time in relation to the seriousness and/or severity of the violation for any infraction of its published rules and regulations, or for any period during which such infraction persists, after reasonable notice and an opportunity to request a hearing by the Board of Directors of the Association.
- 3.01.3 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility. No dedication or transfer shall be effective unless a certificate signifying approval of fifty-one percent (51 %) of members agreeing to such dedication or transfer has been recorded. Consent of the members shall not be required for any utility easement or rights of way granted to any utility company or public authority or agency to provide water, gas, electricity, and telephone or television service, for storm drains, for sanitary sewer lines.
- 3.01.4 The right of the Association, or its agents, to enter any of the Lots in order to perform its obligations hereunder or the obligations of Owners which Owner refuses to perform, which right shall be immediate in case of an emergency originating in or threatening such Lot, whether the Owner is present or not.
- 3.01.5 Any other non-exclusive easements and use restrictions contained in this Restated Declaration.
- 3.02 Other Easements. The Association shall have an easement across every Lot for the limited purpose for cleaning, repairing, replacing and otherwise maintaining or causing to be maintained sewer lines and underground utility lines serving the Lots and for entry into an improvement constructed upon a Lot for admittance of such authorized persons as are reasonably necessary in the event of an emergency.
- 3.03 Utility/Drainage Easements. There shall also be an easement for the installation and maintenance of utilities and drainage facilities as shown on the recorded Map. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the above

or which may damage, interfere or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements in it shall be maintained by the Association except for those improvements for which a public authority or utility company is responsible.

- 3.04 Delegation of Use. Any Owner may delegate, in accordance with the provisions of these Covenants, Conditions and Restrictions and the Bylaws for this Association currently in effect, said rights of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property and the Lot Owner shall be responsible to take whatever steps are necessary to assure the residents' compliance with the rules and regulations of the Association. Where such rights are delegated to tenants or a contract purchaser, said Owner waives rights to use the Common Areas and recreational facilities for the period of time so delegated. Owner shall notify the Secretary of the Association whenever such rights are delegated, and to whom they are delegated, and the relationship between Owner and said party. Even delegated, the rights are subject to suspension.

ARTICLE 4: MEMBERSHIP AND VOTING RIGHTS

- 4.01 Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. When any Lot is sold, the membership hereby created shall transfer to purchaser.
- 4.02 Voting of Members. The members shall have voting rights as set forth in the Bylaws, with one vote for each Lot.
- 4.03 Suspension of Membership Rights & Privileges of Owner. If any Owner (or the occupant of any Lot owned by such Owner, or the invitee or licensee of such Owner) shall violate any of the provisions of this Restated Declaration, the Articles, the Bylaws, or the Rules and Regulations then, in addition to such other remedies as are afforded in those documents, the rights' and privileges of such Owner as a Member of the Association, including, but not limited to, the right to vote under this Restated Declaration, may be suspended consistent with the Amended Restated Declaration.

ARTICLE 5: COVENANT FOR MAINTENANCE ASSESSMENTS

- 5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges plus assessments added thereto as is otherwise specifically provided for in this Restated Declaration; (2) special assessments for capital improvements; (3) assessments for violations of Association rules (otherwise called fines/penalties); and (4) additional assessments for special purposes to be established and collected as hereinafter provided. All such assessment, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.
- 5.02 Purpose of Annual Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, safety, and best interests of the residents in the Subdivision and for the improvement and maintenance obligations of the Association. Said assessments shall include and Association shall acquire and pay for out of the funds derived from said annual assessments the following:
- 5.02.1 Maintenance Funds. Provision of materials, supplies, furniture, labor, services, maintenance, repairs, insurance; taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Restated Declaration or the currently effective Bylaws or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the Common Areas, for the benefit of the Homeowners, or for the enforcement of these restrictions. .
- 5.02.2 Reserves. Reserves are for capital improvements and related repair, replacement and other costs. Funds designated as reserves shall not be spent on regular maintenance or operations costs unless the Board deems it necessary. In that event, the Board of Directors shall adopt a plan whereby any funds so borrowed will be repaid to the reserve account within three (3) years.
- 5.02.3 No Owner shall be relieved of an assessment or any part thereof by reason of his/her failure to use the recreational facilities or for any other reason.

- 5.03 Maximum Annual Assessment. As allowed by California law, and as reasonably required by need, the Board of Directors may for any fiscal year, increase the annual assessments up to 20% without a vote of the membership. For any increase exceeding 20%, the Board must obtain the assent of a majority of the members; as a duly convened meeting where a quorum of fifty-one percent (51%) is present; or by written ballot where a quorum of fifty-one percent (51%) responds, except in an emergency situation as defined by Civil Code §1366 or an exception existing under Civil Code §1365 related to borrowing from reserves.
- 5.04 Special Assessments. As allowed by California law, and as reasonably required by need, the Board of Directors may for any fiscal year, impose special assessments which in the aggregate do not exceed five percent (5%) of the budgeted gross expenses for that fiscal year. For any special assessment that exceeds five percent (5%), the Board must obtain the approval of a majority of the members at a duly convened meeting where a quorum of fifty-one percent (51%) is present (or by written ballot where a quorum of fifty-one percent (51%) responds), except in an emergency situation as defined by Civil Code §1365 related to borrowing from reserves.
- 5.05 Fines & Penalties. The Association may levy reasonable fines and/or penalties for violation of the conditions, covenants and restrictions found herein and the rules promulgated hereunder. All such fines or penalties are subject to the provisions herein relating to collection and enforcement of assessments, including the rights of the Association to record a lien or foreclose for non-payment. Any impositions of such fines or penalties are subject to the Owner's right to a hearing, as follows:
- The Owner involved must be given no less than 15 days' NOTICE by the Board of Directors of any violation occurring and the fine, penalty or cost to be assessed. Owner must request a hearing within 10 days of receiving said NOTICE, to be held by the Board of Directors regarding the penalty or cost assessed. If a hearing is requested, an opportunity must be given to the Owner charged to appear at said hearing and to present such evidence as he desires to the Board of Directors in support of his assertion, if any, that (1) no violation occurred and/or, (2) the fine, penalty or cost is not warranted.
- 5.06 Added Assessments for Special Purposes. The Board of Directors may make a special purpose assessment against any Lot and the Owner thereof for the cost and expenses, including a reasonable attorney's fee, incurred by the Association, to perform or enforce any responsibility or duty of such Owner under this Restated Declaration (where the Owner refuses), including all expenses incurred by reason thereof. Such special purpose assessment may be added to the annual assessment or the monthly installment payment of such assessment. Such special purpose assessment shall be payable within fifteen

(15) days after notice thereof to the Owner, who is subject thereto, or at a later date as may be specified by the Board in making such special purpose assessment. Before making any such special purpose assessment, the Board shall give notice to the Owner of the proposed assessment in the same manner specified in Article 5 above. If the Board determines that the proposed special purpose Assessment shall be made after hearing the protest, or if the Owner does not appear before the Board, notice to the Owner of the outcome shall be sent reaffirming the amount and date due. These assessments are also subject to the Association's lien and foreclosure rights herein.

- 5.07 Notice for any Action Authorized Under Section 5.03 or 5.04. Any action authorized under Section 5.03 and 5.04 may be taken at a meeting called for that purpose or by written ballot. Written notice of any such meeting shall be sent to all members not less than ten (10) days in advance of the meeting.
- 5.08 Uniform Rate of Assessment. Both annual and special assessments as set forth in Sections 5.03 and 5.04 must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Fines, penalties and other assessments as specified in Sections 5.05 and 5.06 shall be imposed pursuant to the policies adopted by the Board of Directors.
- 5.09 Date of Commencement and Collection of Annual Assessments. Due Dates. The Board of Directors, in accordance with Sections 5.03 and 5.04, shall fix the amount of the annual assessments against each Lot as least thirty (30) days in advance of each annual assessment period where possible. In any event, written notice of any annual assessment increases or special assessments shall be sent to every Owner subject thereto not less than thirty (30) no more than sixty (60) days before that assessment(s) fall due. The due date(s) and payment period shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.
- 5.10 Effective of Nonpayment of Assessments. Remedies of the Association. If any assessment hereunder is not paid within fifteen (15) days after the due date, a late charge of up to ten dollars (\$10.00) or ten percent (10%) of the delinquency, whichever is greater, may be imposed. Interest may accrue and be charged on all sums (including assessments penalties and reasonable costs of collection) which are more than thirty (30) days overdue, at the rate of up to twelve percent (12%) per annum, the maximum authorized by

California Law. The Board of Directors has discretion to impose late fees and/or interest as allowed therein as established by Board policy. In the event of a default payment of any assessment and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

- 5.10.1 By suit or suits at law to enforce each such assessment obligation. Any require for judgment in any such action shall include a sum for expended attorney's fees and related costs.
- 5.10.2 At any time after the delinquency of any assessment (including regular, special or other as specified in Sections 5.03 and 5.04 herein), the Association may give notice to the defaulting Owner, which said notice shall state the date of the delinquency, the amount of the delinquency, the late fee and the interest charge for such delinquency, and make a demand for payment thereof. If such delinquency, late fee and interest is not paid within thirty (30) days after delivery of such notice, the Association may elect to file a claim of lien against the Lot of such delinquent Owner. Such claim of lien shall state (1) the name of the delinquent Owner or reputed Owner, (2) a description of the Lot against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper off-set allowed), (4) that the claim of lien is made by the Association pursuant to the terms of these restrictions (giving the date of execution and the date, book and page reference of the recording hereof in the Office of the Recorder of the County of Tehama), and (5) that a lien is claimed against said described Lot in any amount equal to the amount of the stated delinquency plus interest and late fees as applicable. Any such claim of lien shall be signed and acknowledged by an authorized officer of the Association. Upon recordation of a claim of lien by the County Recorder, the lien claimed herein shall immediately attach and become effective as a continuing lien covering all subsequent delinquencies and attendant penalties. Any such lien may be foreclosed by the Association, its attorney, or any other person authorized by the Association, either by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. Upon sale, a certificate of sale shall be executed and acknowledged by an authorized officer of the Association or by the person conducting the sale. A deed upon foreclosure shall be executed in like manner.

The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien or pursue both remedies without waiving the right to either remedy until the assessment, including all of the charges, have been fully paid and

satisfied. The Association shall not have the power to bid for the Lot at the sale under its power of sale or at any court foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

- 5.11 Mortgages. The lien of the assessments provided for herein, Subordination of the Lien to Mortgage shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot to the mortgage beneficiary shall not affect the assessment lien. However, the transfer of any Lot pursuant to a senior mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due as from the lien thereof. Notwithstanding anything herein to the extent California law addresses the lien priority issue, California law shall prevail.
- 5.12 Exempt Property. All Common Areas and properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt.

ARTICLE 6: ARCHITECTURAL COMMITTEE

- 6.01 Architectural Committee. No building, fence, wall, antenna, pole, standard, tower, or other structure shall be installed, erected or maintained upon any of the subject Properties nor shall any exterior addition, to or change or material alteration to front yard landscaping herein be made until the plans and specifications showing the nature, kind, shape, height, exterior color change, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors.
- 6.02 The Architectural Committee shall function in an advisory capacity to the Board, and no Owner shall make any alteration, addition or modification to the exterior portion of the Unit or to the Common Areas without prior written approval by the Board, which approval shall be deemed also to constitute approval of the Architectural Committee. The Board shall have authority by majority vote to reject, in whole or in part, the recommendations of the Architectural Committee, in its absolute discretion.
- 6.03 Committee.
- 6.03.1 Organization of Committee. The Committee shall consist of three (3) persons, as appointed by the Board, all of whom shall be Owners. At least one (1) member (the Chairman) shall be a Board member. If there are not enough volunteers willing to serve on such a Committee, the Board shall serve in its place.

- 6.03.2 Term of Office. Each member of the Committee shall serve two (2) years in office or until such time as he has resigned, has been removed, or a successor has been appointed. Members may be reappointed by the Board.
- 6.03.3 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time designate one of its members to take action or perform any duties for and on behalf of the Committee, except the granting of exceptions hereunder. In the absence of such designation, the vote of the majority of the Committee, or the written consent of all Committee members for action taken without a meeting shall constitute an act of the Committee.
- 6.03.4 Compensation of Members. The Members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
- 6.03.5 Review of Proposed Construction. The Committee shall consider, act upon, and make recommendations on any and all proposals or plans and specifications submitted for its approval and perform such other duties as from time to time shall be assigned to it by the Board.
- 6.03.6 Application for Approval. The request for change including the plans and specifications showing the nature, kind, shape, height, materials, color, location, and scheme of the same must be submitted to the Committee with a copy to the Board. The Committee may suggest as part of its recommendations, conditions or changes that it deems appropriate so as to be in conformance with all rules, standards and specifications contained in the CC&Rs, Bylaws and the Rules and Regulations of the Association. The Committee shall make its recommendation to the Board within thirty (30) days of the application being submitted. In the event the Board of Directors fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.
- 6.03.7 Exceptions. The Committee, with prior Board approval, may authorize exceptions from compliance with any of the architectural provisions of this Declaration or promulgated rules, standards, and specifications. If such

exceptions are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or established rules, standards, and specifications shall be deemed to have occurred with respect to the matter for which the exception was granted. The granting of such an exception shall not operate to waive any of the terms and provisions of this Restated Declaration or established rules, standards, and specifications for any purpose except as to the particular property and particular provision hereof covered by the exception, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting the use of the premises, including but not limited to, zoning ordinances or requirements imposed by the City of Red Bluff, California, or any government authority.

6.03.8 Non-Liability of Committee Member. Neither the Committee nor any member thereof shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder unless due to the willful misconduct or bad faith of the Committee or a member thereof. The Committee may review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of homes and buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

6.03.9 Maintenance of Improvement. Except for any maintenance obligation voluntarily accepted in writing by the Board of Directors, Owner shall be responsible for maintenance and upkeep of improvement of modification constructed.

ARTICLE 7: STRUCTURES FENCES

7.01 Size and placement of Mobile Homes and Structures. All mobile homes located on said tract must be as designated on the Certificate of Title, and have a minimum living area of eight-hundred forty (840) square feet. No variance from these requirements shall be allowed. No mobile home may be placed on a Lot until approved in writing by the Board as to size, condition, and appearance. Said mobile home must have complete sanitary facilities including, among others, a lavatory,

toilet, wash basin, tub or shower, and kitchen sink, and must be connected to sewage outlets in conformity with State and local health requirements. No more than one mobile home shall be placed on each Lot, with the exception of two or more mobile homes joined to form a single dwelling as approved and designated by the Board.

The board shall have the authority to set up regulations as to height and size requirements for all structures, including fences, walls, copings, and other outbuildings.

Whenever two or more contiguous Lots in the Subdivision shall be owned by the same person, and such person shall desire to use two or more of said Lots as a site for a single mobile home, he shall apply in writing to the Board for permission to use said Lots. If written permission of such a use shall be granted, the said Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of applying these restrictions to said Lots.

The minimum dimensions as set out in the zoning ordinance of the City of Red Bluff, County of Tehama, State of California (as amended from time to time), shall govern front, side, and rear setbacks.

7.02 Fences. In order to preserve the natural quality and esthetic appearance of existing geographic areas within the Subdivision, all fences shall be subject to the following requirements:

- 1) Board approval.
- 2) Compatible in color, materials and structure to those existing within the Subdivision.
- 3) All property lines abutting to Common Areas shall be kept free and open and no fence shall exceed three (3) feet in height. No fence shall be permitted on any such Lot lines except where, in the opinion of the Board, a fence or other enclosure, as a structure or esthetic feature of design concept, will contribute to and be in keeping with the character of an area.
- 4) No fence of any kind or nature shall be permitted along any Lot lines which are contiguous with another Lot.

7.03 Skirting. No skirting shall be installed without Board approval. Skirting shall match the siding of your home or be simulated or real masonry. No standard vertical aluminum skirting will be allowed on future homes. Skirting must be installed within 45 days of certificate of occupancy.

- 7.04 Storage Sheds. No storage shed shall be installed, maintained or used without Board approval. Siding used must match the siding of the home and have a standard wood frame. The roof of the shed shall be of the same pitch as the home and the shingles must match as closely as possible the home's shingles.

ARTICLE 8: GENERAL PROHIBITIONS AND REQUIREMENTS

- 8.01 Each Owner of a Lot shall within forty five (45) days of the installation of a mobile home, skirt the same by enclosing the entire area between the mobile home and the ground.
- 8.02 Landscaping must be completed within one hundred twenty (120) days (whether Lot is occupied or unoccupied) to the Board's approval.
- 8.03 No outside toilet or individual water well or septic tank shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system.
- 8.04 No temporary structure or other outbuilding shall be placed or erected on any Lot; provided, however, that the Board may grant permission for any such temporary structure for storage of building materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- 8.05 Signs of customary and reasonable dimensions, but not exceeding twenty-four (24) by twenty-four (24) inches shall be permitted to be displayed on any Lot advertising the same for sale or rent. All other signs or billboards or advertising structures of any kind are prohibited except upon application to and written permission from the Board.
- 8.06 No stripped down, partially wrecked or junk motor vehicle or sizable part thereof shall be permitted to be parked on any street within the Subdivision or any Lot in such manner as to be visible to the occupants of the other Lots within the Subdivision or to the users of the any street therein. No truck larger than a one (1) ton shall be parked for overnight (or longer) storage on any numbered Lot in such a manner as to be visible to the occupants of other Lots or the users of any street within the Properties.
- 8.07 All Lots, whether occupied or unoccupied, and any improvements placed thereon, 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. In the event any such Lot or improvement thereon is not maintained, the Association, following written notice of such condition to the Lot Owner and the passage of a reasonable time thereafter, but not to exceed thirty (30) days within which said Owner may correct such condition at his own expense, shall have the right, through its agents and employees, to enter thereon for the purposes of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which the Lot is subject.

- 8.08 No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- 8.09 No trash, ashes, garbage or other refuse shall be dumped or stored on any Lot. No outside burning of trash or garbage shall be permitted.
- 8.10 Every building or other improvement, the construction or placement of which is begun on any Lot, shall be completed within six (6) months after the beginning of such construction or placement.
- 8.11 Every building, or other improvement having a roof, shall use fire-resistant roofing materials to be approved by the Board.
- 8.12 All drying of laundry must be done within the mobile home or storage building.
- 8.13 No Lot or part of a Lot in said tract shall be regraded without the prior written consent of the Board.
- 8.14 Common Areas shall not be for any purpose except recreational use or uses as set forth in the detailed plan for development of the property.
- 8.15 All acts shall be done and each property kept by its Owner so as to meet all requirements of law, Federal, State, or local.

ARTICLE 9: USE

9.01 Residential Use.

- 9.01.1 Residential Purpose. All Lots and living units shall be used for residential purposes only.
- 9.01.2 Residential Lease (Rental Agreement). No lease may be for less than thirty (30) days and Units are not to be used for hotel or transient purposes. Any lease or rental of a residence shall provide that its terms are subject to all respects to this Restated Declaration, the Bylaws, the rules and regulations of the Association, and the actions of the Board, that any failure of the lessee to comply with the terms of the foregoing shall be a default under the lease. A copy of the Restated Declaration, Bylaws, and all Association rules and regulations shall be provided by the Owner to the Lessee at the time a lease is executed. The lease/rental agreement also applies to a third party rental (i.e. sublease). Non-resident Owners shall provide the Association with identification of tenants in writing within a reasonable time after the change in occupancy.

9.02 Commercial Use Prohibited. No part of the Subdivision shall ever be used or cause to be used or allowed or authorized in any way directly or indirectly, for any business, commercial, civil, manufacturing, mercantile, storing, vending, or other such nonresidential purposes excepting, home offices or occupations without external evidence thereof. No internal business will be allowed to infringe on Common Areas.

9.03 Nuisance and Offensive or Hazardous Activity. No noisy, hazardous, noxious, offensive, immoral or illegal activity shall be carried on upon any Lot or portion of the Subdivision, nor shall anything be done or kept thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot. This includes, but is not limited to, barking dogs and loud music. No Owner shall permit or suffer anything to be done or kept upon his Lot or any part or portion of the Subdivision which will increase the rate of insurance thereon, or result in its cancellation.

9.04 Animals. No animals, reptiles, rodents, birds, livestock, or poultry shall be kept in any Unit or elsewhere within the Project except up to one (1) domestic dog and one (1) cat, and birds inside cages, may be kept as household pets within any Unit, provided they are not kept, bred, or raised therein for commercial purposes and do not cause an odor or noise such as would unreasonably disturb the use and enjoyment of the Subdivision by other owners. All dogs or cats must be carried or led on a leash when in or on the Common Areas.

Any Lot Owner shall be absolutely liable to each and all remaining Owners, their families, guests, and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots or the Common Areas by any Lot Owner or by members of his family, guests, or invitees. The Board of Directors has authority to adopt rules and regulations related to the control and maintenance of pets and appropriate penalties for infraction of said rules and regulations.

- 9.05 Parking Areas and Vehicles. The Board has authority to adopt reasonable rules and regulations regarding parking in the development. Unless otherwise permitted by the Association, no Owner, renter, lessee, resident, invitee, or other person, shall park, store, or maintain in or on the Subdivision any boats, trailers, campers, trucks, or commercial vehicles not customarily used as a means of general transportation. Nor shall anyone repair or rebuild any boat, trailer, camper, or any other vehicle in the Common Areas. No vehicle shall be parked, stored, or maintained overnight in or on the Common Areas or any portion thereof for any period longer than six (6) hours within any seventy-two (72) consecutive hour period, except in a parking area approved by the Association or in a garage. Provided, however, that the temporary parking of boats, trailers, campers, vehicles towing another vehicle, or other vehicles not customarily used for means of general transportation for periods of short duration, but not to exceed twenty-four (24) hours within any seventy-two (72) hour consecutive hour period and only as an incident to loading of, or unloading there from, shall be allowed. Any vehicle, registered or unregistered, which, in the discretion of the Board of Directors, is dilapidated, inoperable or unreasonably unsightly, may be towed at the expense of the Owner if not voluntarily removed by the Owner upon request of the Board of Directors.
- 9.06 Garage Use. Garages shall be used only for the parking of motor vehicles and the enclosed storage of family effects and shall not be converted for living or recreational activities.
- 9.07 Antennae. Satellite Dishes. External Fixtures. Etc. Except as authorized by the Association in writing, no television or radio poles, antennae, flagpoles, clotheslines, or external fixtures other than those originally installed or approved by the Association and any replacements thereof, shall be constructed, erected, or maintained, including any structures thereof, or on the exterior of the buildings of the Project of that protrude through the walls or the roof of the buildings. Additionally, there shall be no drying or laundering of clothes on the balconies, patios, porches, or other areas.
- 9.08 Holiday Lighting. The temporary erection of lighting customarily used to decorate the exterior of homes during the Holiday Season is acceptable.
- 9.09 Fences. No fences, awning, ornamental screens, sunshades, or walls of any nature shall be erected or maintained on or around any portion of any structure or on or around any part or portion of the Common Areas, nor shall any objects be placed or maintained on the exterior of any building within the Subdivision, except such as are installed, placed, or maintained in accordance with the original construction of the Subdivision, and any replacement thereof, or as are authorized and approved by the Association.

- 9.10 Restricted Use of Recreational Vehicles. No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while located in the Subdivision.
- 9.11 Traffic Rules. Each Owner shall observe all regulations from time to time established by the Association, including, but not limited to, speed limitations and directional arrows and signs within the Subdivision.
- 9.12 Compliance with Law. Nothing shall be done or kept in or on any Lot or in the Common Areas which might increase the rate of, or cause the cancellation of, insurance for the Subdivision, or any portion thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in or on his/her Lot which is in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

ARTICLE 10: MAINTENANCE AND REPAIR OBLIGATIONS

- 10.01 Association's Obligation. The Association is responsible as follows:
- 10.01.1 Common Area Maintenance. The Association shall maintain, or provide for the Common Areas of River Oaks and all improvements of whatever kind and for whatever purposes, located thereon in good order and repair, and shall likewise maintain or provide for the maintenance of walkways, street, and utility laterals. In addition to the above-described building maintenance, the Association shall provide all necessary landscaping and gardening to generally maintain and periodically replace, when necessary, ground cover, grass, and vegetation in the Common Areas and shall maintain all Common Area elements in a neat, attractive, and safe manner as determined by the Architectural Committee with Board approval. No planting, except that done by the Association, shall be placed, planted, or maintained in the Common Areas without the prior written consent of the Board.
- 10.02 Owner's Obligations. Each Owner shall at his/her sole cost/expense, do the following:
- 10.02.1 Each Owner shall be responsible for maintaining his/her property.
- 10.02.2 Owner shall at all times be responsible to replace broken glass in doors and windows.

10.02.3 The Owner of each Lot shall be legally liable to the Association for all damages to the Common Areas or to any improvements thereon or thereto, including but not limited to the buildings, recreation facilities, landscaping, and fencing caused by such Owner or any occupant of such Owner's Lot, or visitors, guests, etc., of any Owner or tenant residing in the home on said Lot, or caused by any improvement to Lot constructed by Owner, with or without approval of the Architectural Committee or Board.

10.03 Identifiable Vandalism/Intentional Destruction. Vandalism to the Common Areas by identified parties shall be prosecuted by any action deemed appropriate by the Board. Any such action might include charges against the Owner of the Lot where the vandals can be identified as residents or guests of residents of a particular Lot, of other appropriate legal actions.

ARTICLE 11: RULES AND REGULATIONS

11.01 Rules and Regulations - Generally. The Board shall adopt, amend, repeal, publish, and enforce rules and regulations governing the use of the Common Areas, the facilities thereon, and other areas of the Subdivision, and the personal conduct of the members their families, invitees, guests, contract purchasers, lessees, and renters thereon, and shall have power to establish penalties for the infraction of any of such rules and regulations; provided, however, that the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration, the Articles, or Bylaws. A copy of the Association rules as adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. In the event of any conflict between any such Association rules and any provisions of this declaration, the Articles or Bylaws, the provisions of the Association rules shall be deemed to be superseded by this Declaration, Articles and Bylaws, to the extent of any such inconsistency.

ARTICLE 12: INSURANCE

12.01 The Association shall have the power and the obligation to:

- 12.01.1 Buildings and Improvements. Insure and to keep insured all buildings, structural, and other improvements on the Common Areas against loss or damage for coverage to include loss or damage by fire and other hazards covered by the standard extended coverage. Coverage shall be for the full insurable replacement cost (100%) thereof. The Association may also insure any property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and 'Named Insured' of such insurance. The insurance coverage with respect to the buildings, and structures and Common Area facilities shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Lot Owners. Premiums for all of the foregoing insurance carried by the Association are a common expense included in the assessments or charges made by the Association as are any costs related to the purchase of such insurance (examples: services of independent analyst, or consultant, as needed). The insurance proceeds shall be used by the Board for repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.
- 12.01.2 Comprehensive Liability Coverage. Obtain liability insurance insuring the Association against any liability to the public or to any Owner, their invitees or tenants incident to their occupation and/or use of the Common Areas and the Lots and Units in a combined personal injury and property damage coverage of liability not less than \$2,000,000 (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion). This coverage shall be issued in the name of the Association. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damages, operations of automobiles on behalf of the Association and operations of the Association in connection with the operation, maintenance or use of the Common Areas;
- 12.01.3 Directors and Officers Acts. Obtain Directors and Officers Acts coverage to the extent available and deemed advisable by the Board.
- 12.01.4 Workers' Compensation Coverage. Obtain Workers' Compensation Insurance to the extent necessary to comply with any applicable laws, and any other insurance deemed necessary by the Board of Directors of the Association.

- 12.01.5 Fidelity Bond. Obtain a standard Fidelity Bond covering all members of the Board of Directors of the Association and all other employees of the Association in a minimum sum of Ten Thousand Dollars (\$10,000) or in such greater amounts as the Board of Directors may determine advisable from time to time.
- 12.02 Damage or Destruction. In the event of damage to or destruction of major portions of the Common Areas, facilities or other building or structural improvements, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction as follows:
- 12.02.1 If the insurance proceeds are sufficient to effect total restoration of the Common Area facilities or structures damaged, then the Association shall cause to be repaired and reconstructed substantially as they previously existed;
- 12.02.2 If the insurance proceeds are within Ten Thousand Dollars (\$10,000.00) or less of being sufficient to effect total restoration of the same building(s) or improvement(s), then the Association shall cause the building(s) or improvements(s) to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment on a pro rata basis on same ratio as set forth for special assessments in Section 5.04 herein, against each of the Owners affected; and,
- 12.02.3 If the insurance proceeds are insufficient by more than Ten Thousand Dollars (\$10,000.00) to effect total restoration of the damaged facilities or building, then by vote or written consent of a majority of the Owners, they shall determine whether: (1) to rebuild and restore in substantially the same manner as the improvements existed prior to damage, and to raise the necessary funds over the insurance proceeds by levying pro-rated assessments against all Owners; (2) to rebuild and restore in a way which is less expensive than replacing the improvements in substantially the same manner as they existed prior to being damaged, utilizing all available proceeds and an additional amount not in excess of Ten Thousand Dollars (\$10,000.00), assessable as previously described.

ARTICLE 13: GENERAL POWERS

13.01 General Powers

- 13.01.1 The Association shall have all of the powers set forth in the Articles, and Bylaws together with its general powers as a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members, to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or best interests of the Owners and guests of River Oaks Homeowners' Association. Subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in these Restated Covenants, Conditions and Restrictions, or expressly reserved to the membership for action or approved.
- 13.01.2 The Board of Directors of this Association shall have the right to adopt reasonable rules not inconsistent with the covenants contained in this Restated Declaration, and to amend the same from time to time, relating to the use of the Common Areas and the recreational and other facilities situated thereon by Owners and by their tenants or guests, and the conduct of such persons with respect to maintenance and improvement of individually-owned buildings and grounds, automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pets, and other activities which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the Owner of a Lot whose occupant violates the rules, may be assessed to cover the expense incurred by the Association in curing such violation.
- 13.01.3 The Board of Directors of the Association shall have the power to impose fines and penalties for violation of the conditions, covenants and restrictions and any rules and regulations adopted by the authority vested in it.
- 13.01.4 The Association shall have the power and authority, without any liability to any Owner, to enter upon and inspect any Lot and the exterior of any dwelling Unit, fence or wall for the purpose of fulfilling its own obligations and establishing conformity to these CC&Rs, Bylaws and Rules and Regulations.

- 13.01.5 The Association shall also have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, or commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of and to enforce, by mandatory injunction or otherwise, all of the provisions of this Restated Declaration of Covenants, Conditions and Restrictions and any subsequent amendments thereto. The Association shall be entitled to reimbursement for attorney's fees and costs incurred in any legal action deemed necessary by the Board to enforce these Covenants, Conditions and Restrictions, including attorney's demand letters to homeowner to cease a CC&R violation where one exists.
- 13.02 Limitation and Delegation of Powers. The Association acting by and through the Board shall have the authority to delegate its powers, duties and responsibilities to Committees or employees, including a professional managing agent (sometimes hereinafter referred to as 'Manager') who shall be bonded. Any agreement for professional management of the Subdivision shall be terminable for cause on thirty (30) to sixty (60) days' written notice and the term of any such agreement shall not exceed one (1) year, which may be renewed annually at the Association's sole discretion. Further, the Board will be prohibited from taking any of the following actions, except upon the vote or written assent of a majority of the voting power of the Association:
- 13.02.1 Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.
- 13.02.2 Paying compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business.
- 13.02.3 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas or the Association for a term longer than one (1) year with the following exceptions:
- (1) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.
- (2) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured.

- 13.03 Duties. The duties of the Association include those enumerated in the Bylaws currently in effect.

ARTICLE 14: SALE AND LEASE

14.01 Notification upon Sale or Lease of a Unit or Residence.

14.01.1 Sale. Documents to Prospective Purchaser(s). As soon as practical before title transfers to purchaser of fee interest in property by sale, Seller shall provide to prospective Purchaser.

(1) A copy of the governing documents of the common interest development.

(2) Notify Buyer of restriction in the governing documents limiting the occupancy, residency, or use of separate interest on the basis of age.

(3) A copy of the most recent financial statement distributed pursuant to California law.

(4) A true statement in writing from an authorized representative of the Association as to the amount of any assessments levied upon the Owner's interest in the common interest developed which are unpaid on the date of the statement. The statement shall also include true information on late charges, interest, and costs of collection which, as of the date of the statement, are or may be a lien upon the Owner's interest in a common interest development pursuant to California law.

(5) Any change in the Association's current regular and special assessments and fees which have been approved by the Association's Board of Directors, but have not yet become due and payable as of the date disclosure is provided. Upon written request, the Association shall, within ten (10) days of mailing of delivery of the request, provide the Owner of a separate interest with a copy of the above requested items. The Association may charge a fee for this service, which shall not exceed the Association's reasonable cost to prepare and reproduce the requested items.

14.01.2 SALE. Notice to Association, within ten (10) days after the consummation of any sale or other transaction which results in a change in the record ownership of the fee interest in a Unit, the transferring Owner(s) shall provide the following information to the Association in writing:

- (1) The names of the new record Owners;
- (2) The Unit number and street address of the residence transferred;
- (3) The forwarding or current mailing address of selling Owners and mailing address of purchasing Owners if different from property address;
- (4) The date of transfer; and
- (5) A copy of the official document evidencing the transfer or sale.

14.01.3 LEASE, Notice to Association, No later than ten (10) days after the execution of a lease of a residence, the lesser (whether an Owner or prior lessee) shall provide the Association the following information in writing:

- (1) The name of each lessor and each lessee;
- (2) The Unit number and street address of the resident to be leased;
- (3) The mailing address of each lessee;
- (4) The commencement and termination dates of the lease; and
- (5) The names of all persons who will occupy the residence under the lease.

14.01.4 EFFECT OF FAILURE TO NOTIFY - Until such time as the Association receives the notice required hereinabove, a transferee or lessee shall be deemed to have received any notice or other communication required or permitted to be given by the Association hereunder which is duly given to his transferor or lessor.

14.01.5 RESTRICTION ON RENTING – An owner may not rent or lease his or her property within the association to any person or entity unless the owner has occupied the property to be rented or leased as his or her primary residence for a minimum of one (1) year preceding the date the property is first rented or leased.

14.01.6 RESTRICTION ON NUMBER OF RENTED PROPERTIES – No owner shall have more than two residences or association properties rented or leased to other persons or entities at any one time unless the owner owned more than two properties within the association that were rented or leased before this section of the CC&Rs went into effect.

14.02 Obligation of Owners.

14.02.1 Compliance of Lease. An Owner who leases his/her residence to any person or entity shall be responsible for assuring compliance by his lessee with this Declaration, including all easements, reservations, assessments, liens and charges created in accordance with this Declaration, as amended and supplemented from time to time. Each lease shall provide grounds for eviction in the event tenants do not comply with all such easements, restrictions, etc., related to said Declaration.

14.02.2 Transfer of Responsibility for Delinquent Assessments. Upon the conveyance, sale assignment or other transfer of a Unit to a new Owner, the transferring Owner shall

not be personally liable for any assessments levied with respect to such Unit after the date of such transfer, and no person. After the termination of its status as an Owner and prior to it's again becoming an Owner. Shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration. The voluntary conveyance of a Unit to a new Owner, however, will not extinguish any obligation for unpaid assessments against said Unit being conveyed.

14.02.3 Severability of Membership and the Association from Ownership of a Unit. No purchaser or Owner of any Unit shall convey his interest in any such Unit without simultaneously conveying his interest in the Association, and no member of the Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in the Association without at the same time conveying, selling and transferring his interest in the Unit to which his membership attaches and the membership shall be transferred only to a new Owner or purchaser of the Unit to which membership is attached. Further, tenant(s) of an Owner shall not be a member of the Association, but the tenant(s) of the Owner shall have the right to use, and have access to the facilities owned by the Association.

14.03 Obligation of Disclosure. Each member shall have the duty and responsibility to keep the Association Secretary or authorized agent apprised of his or her current address and telephone number.

ARTICLE 15: SEVERANCE AND CONVEYANCE

15.01 Prohibition Against Severance. No Owner shall be entitled to sever his/her Lot from his/her membership in the Association for any purpose. Neither of said component interests may be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation of this provision shall be void and of no effect. Similarly, no Owner shall be entitled to sever any exclusive easement appurtenant to his/her Unit of the Common Areas from his/her Unit, and any attempt to do so shall be void and of no effect.

15.02 Conveyances. Any conveyance of any the Owner of any Lot shall be presumed to convey the entire Lot; provided, however, that nothing herein contained shall be construed as precluding the Owner of any Lot from creating a co-tenancy or joint tenancy in the ownership of said Lot with any other person or persons.

ARTICLE 16: GENERAL PROVISIONS

- 16.01 Enforcement. The Association, or any Owner, shall have the rights to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any legal action is entitled to recover legal fees as provided in current California law and elsewhere in the Restated Declaration.
- 16.02 Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.
- 16.03 Term of Declaration and Amendment. The covenants and restrictions of this Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Restated Declaration may be amended for successive periods of ten (10) years. This Restated Declaration may be amended by approval of at least fifty-one percent (51 %) of the Lot Owners. Any amendment must be properly recorded to be effective.
- 16.04 Indemnification of Officers, Board Members, Committee Members, and Other Volunteers. No member of the Board or any committee of the Association, nor any officer of the Association, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, within his or her capacity as a Board member, and without willful or intentional misconduct or malice. The Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof when such action does not arise out of the willful misconduct of such person.
- 16.05 Indemnification for Other Harm. Each Owner shall be liable to the remaining Owners for any damage to the Common Areas or any part or portion thereof which may be sustained by reason of the negligence or willful conduct or misconduct of said Owner, members of his/her family, his/her contract purchasers, lessees, renters, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each Owner does

further, by acceptance of his/her deed, agree for himself/herself and for the members of his/her family, his/her contract purchasers, lessees, renters, guests, or invitees, to indemnify each and every other Owner, and to hold him or her harmless from, claims for personal injury or property and to defend him or her against any claim of any person or persons for damage occurring within or on the Lot of that particular Owner and any exclusive easements over the Common Areas appurtenant thereto, if any, unless said injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in said tot or portion of the Common Areas subject to an exclusive easement appurtenant thereto, if any. In the case of a Lot owned by more than one person or entity, liability of such Owners shall be joint and several.

- 16.06 Notices. Any notice permitted or required to be delivered as provided to any or all of the provisions herein shall be in writing and may be delivered either personally or by mail unless otherwise provided in a specific provision. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given to the Association, or to the Unit owned by such person, if no mailing address has been provided. Such addresses may be changed from time to time by notice in writing to the Association.
- 16.07 Oblation for Taxes. To the extent allowed by local law, all Lots shall be separately assessed and taxed so that all taxes, assessments and charges which may become liens prior to first mortgages under local law shall relate only to the individual Lots and not to the Subdivision as a whole. Each Owner shall be obligated to pay any taxes or assessments assessed by the County against his or her Lot and against his or her personal property.
- 16.08 Arbitration. If any dispute arises under the provisions of this Article, alternative dispute resolution shall be considered first. The parties may agree to mediation and/or arbitration by a process with an appointed arbitrator, except as otherwise specifically set forth herein.

IN WITNESS WHEREOF, we being the President and Secretary of the RIVER OAKS HOMEOWNERS' ASSOCIATION, have hereunto set our hands this 15 day of JULY, 2005, executed at Red Bluff, Tehama County, California.

William Lawson
President

Barbara Bunting
Secretary

The undersigned hereby declare under penalty of perjury that the foregoing is true and correct. We are the duly elected and acting President and Secretary of the RIVER OAKS HOMEOWNERS' ASSOCIATION, a California Corporation; and the foregoing is a true copy of the Revised Declaration of Covenants, Condition and Restrictions which have been properly approved by the requisite percentage of the Lot Owners of the RIVER OAKS HOMEOWNERS' ASSOCIATION on or about the 15 day of July, 2005.

William Lawson
President

Barbara Bunting
Secretary

Dated:

STATE OF CALIFORNIA

COUNTY OF TEHAMA

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On 07/15/05

before me

GLYNN ANN FRY, NOTARY PUBLIC

Personally appeared W. Dean Lawson and Barbara J. Bunting
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature Glynn Ann Fry

