

# Meadowmont

Property Owners Association, Inc.



## Conditions, Covenants and Restrictions

1996

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DECLARATION  
AFFECTING THE REAL PROPERTY KNOWN AS  
MEADOWMONT 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 know as "MEADOWMONT SUBDIVISION", consisting of the combined eleven units of Meadowmont subdivision which are individually described as follows:

UNIT	DATE FILED	MAP REFERENCE
1	May 7, 1947	Book 44 Page 29 - 31
1	July 6, 1954	Book 89 Page 416
2	August 25, 1947	Book 46 Page 132 - 134
3	October 21, 1958	Book 120 Page 389 - 393
4	September 6, 1960	Book 143 Page 59 - 62
5	June 4, 1962	Book 156 Page 110 - 116
6	February 11, 1963	Book 161 Page 192 - 196
10	July 1, 1963	Book 167 Page 426 - 429
11	May 8, 1964	Book 181 Page 46 - 49
12	April 26, 1965	Book 196 Page 359 - 362
13	April 17, 1967	Book 228 Page 461 - 464
14	June 26, 1967	Book 232 Page 365 - 368

AND, WHEREAS, the Declarants desire and intend by this declaration to make uniform the covenants, conditions, restrictions, reservations, rights, and easements throughout the entire Meadowmont subdivision, and to eliminate any differences and variations that may exist among or between the eleven original units of the Meadowmont Subdivision.

AND, WHEREAS, the Declarants intend that upon the adoption of this Declaration as an amendment of the declaration governing each of the original eleven units of Meadowmont Subdivision, by a lawful majority of the owners of the Lots in accordance with Title 6 (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 described as constituting Meadowmont Subdivision;

NOW THEREFORE, Declarants hereby declare 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, conditions, restrictions, rights, and easements set forth in this Declaration, as this Declaration may be amended from time to time, all of which are declared and agreed to be for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property. All covenants and restrictions set forth in this Declaration shall constitute covenants running with the land and enforceable equitable servitude's 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 Meadowmont Subdivision.

#### DEFINITION OF TERMS

\* "The Association" shall mean the Meadowmont Property Owner's Association, a non- profit 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 charges paid by the owner for membership entitlement and privileges in accordance with Article I, Section 2.

\* "Membership" means the members (property owners) of Meadowmont Property Owner's Association.

\* "Owner" means persons 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 Meadowmont Subdivision.

\* "Structure" means any residential building and/or improvements on the property.

\*"CCC" means Calaveras County Code. (Ex: CCC17.04.210)

\*"CDF" means California Department of Forestry.

\*"CC&Rs" mean Covenants, Conditions, and Restrictions.

\*"RV" means Recreational Vehicle.

## ARTICLE I MEMBERSHIP

### Section 1

#### Meadowmont Property Owner's Association

A. All purchasers of property in this subdivision, at the time they acquire title, shall be required to become members of the Meadowmont Property Owner's 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 Association and any recreational and/or business facilities as are situated in Meadowmont subdivision in Calaveras County, California, and to purchase and/or lease and construct such facilities for the membership thereof, and to operate such facilities, in such a manner as will benefit and enhance community activities for the membership of 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 vote for each property owned by said member provided that the annual dues have been paid for each property. (Refer to Bylaws for dues structure.)

D. Co-ownership: Only one co-owner of property in the subdivision shall be entitled to vote.

## Section 2

### Dues, Fees, and Assessments

A. Late payment charge, established by the Board of Directors of the Association may be added to delinquent dues to help offset the additional bookkeeping, clerical and collection costs.

B. All sums payable to the Association shall be considered delinquent when not paid by the due date. The Board of Directors of the Association may, at their discretion, record a lien against the individual property of the delinquent share holder or member. The Board of Directors may, at their discretion, institute foreclosure proceedings 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, pledged or alienated in any way, except upon the transfer of ownership of said property and then, only to the current owner.

B. When a property is transferred, the appurtenant membership passes automatically to the current owner 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 he/she becomes the owner by foreclosure or

deed in lieu thereof.

C. Should any business, utility company, government agency or similar entity acquire property within the Meadowmont 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 Meadowmont Property Owner's Association.

#### Section 4

##### Use, Rental, and Leasing Residences

A. No owner shall rent his/her property so as to create a nuisance. Use of a residence by more than one family for a term exceeding thirty (30) consecutive days may 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 recreation facilities of the Association provided the owner's dues are paid current.

C. Any rental or lease of a residence shall be subject to the provisions of the CC&R's. Each owner shall provide any tenant or lessee with a current copy of the CC&R's. Owner shall be responsible for tenants/lessee compliance with the CC&R's.

## 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 used herein, the term "improvement" shall include, but not limited to, any exterior additions, alterations, reconstruction, remodeling or changes to 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.

## 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 governmental regulations.

## Section 3

### General Building Requirements

No garage shall be constructed on the property prior to completion of a dwelling (house) thereon, without written approval or BRC. 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, R.V., garage or other out-buildings, temporary or permanent shall be used as a dwelling nor shall any prefabricated dwelling house, garage or outbuilding be constructed without the written consent of the BRC. 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 or sewer 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

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.

#### 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 and rear property line and ten (10) feet from side property lines without written consent of the Board of Directors.

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 Board of Directors.

Section 8  
Utilities and Easements

A. Notice is hereby given that certain easements for power lines and telephone lines and other service facilities now exist affecting certain of said properties of said subdivision. 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.

B. Any building, garage, woodshed, driveway, etc., that extends into said easements that has not received the Board of Director's written approval prior to construction of such placement is subject to removal by the owner at the owner's expense.

Section 9  
Sewage Systems

A. All sewage systems shall be approved prior to site development or construction by Calaveras County Environmental Health Department. Installation shall be in accordance with Calaveras County Codes.

B. In the event of 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 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 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.

B. Trees, slash, brush, and 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 trees, slash, brush, and/or construction debris shall be disposed of in accordance with Calaveras County Ordinances and/or CDF regulations.

### ARTICLE III GENERAL PROPERTY USE RESTRICTIONS

#### Section 1

##### Signage

A. Address signs with numerals of 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 in accordance with CDF code.

B. No signs of a commercial nature shall be displayed on any property. Not more than one "For Rent", "For Lease", "For Sale" sign of 18x24 inches maximum shall be permitted. 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 conclusion of the construction, sale or activity.

#### Section 2

##### 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 CDF.

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 trees and/or vegetation and remove all slash on both improved and unimproved property. The BRC must inspect and approve all dead trees in excess of 10 inches in diameter prior to cutting.

D. Failure to comply with any of Section 2 will give the Board of Directors 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 3

#### 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, maintained or bred commercially. 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.

### Section 4

#### 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, not of emergency nature.
- \* Amplifier audio systems
- \* Musical instruments
- \* Television systems
- \* Motor vehicles/motorcycles

- \* Power tools
- \* Parties-entertainment functions

NOTE: sounds (noise) which might be normal and acceptable during daytime hours, can become an unreasonable disturbance before 7:00 AM or after 10:00 PM. Construction noise must be limited to the hours between 7:00 AM and 7:00 PM.

### Section 5 Vehicles on Property

In general, only R.V., operable passenger vehicles, and small commercial trucks owned and currently used by members, guests, and renters shall be parked on any property. No vehicle beyond 32 feet in length shall be parked on any property and no inoperable or wrecked vehicles of any type shall be parked on any property for more than ten (10) days without the permission of the Board of Directors. (CCC 17.04.210 and 17.06.1030). No vehicles may be used on any property for temporary living quarters.

### Section 6 Debris

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

## ARTICLE IV GENERAL PROVISIONS

### Section 1 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 Meadowmont Subdivision. Each lot is entitled to one vote.

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) the 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.

## Section 2

### 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 membership.

## Section 3

### 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 4

### Attorney's Fees

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

## Section 5

### 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 effect the validity or enforceability of any other provision(s).

## Section 6

### 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 members of the Association and on their heirs, grantees, tenants, successors, and assigns.

## Section 7

### Interpretation

The provisions of this 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 8

### Limit of Liability

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

## Section 9

### Fairhousing

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



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