

RECORDING REQUESTED BY:

Al Tahoe Forest Homes Association

AND WHEN RECORDED MAIL TO:

Michael J. McLaughlin, Esq.
Feldman McLaughlin Thiel LLP
P.O. Box 1309
Zephyr Cove, NV 89448

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THIRD AMENDED AND RESTATED DECLARATION
OF TRACT RESTRICTIONS FOR AL TAHOE SUBDIVISION NO.2
A PLANNED DEVELOPMENT

That certain Second Amended Declaration of Tract Restrictions for Al Tahoe Subdivision No.2, a Planned Development, recorded November 5, 2014, as Document No. 2014-0045099, in the Office of the County Recorder of El Dorado County, California (the "Second Amended Declaration"), is hereby amended and restated in its entirety by AL TAHOE FOREST HOMES ASSOCIATION, INC. (the "Association") as of the date of the signature below.

RECITALS

- A. On June 28, 1965, Document No. 10823, titled "Declaration of Tract Restrictions" (the "Original Declaration") was recorded in the Office of the County Recorder of El Dorado County (the "County Recorder"), by Inter-County Title Company, a California Corporation, as intermediary for and on behalf of the Declarant. The Original Declaration directly affects all lots in Al Tahoe Subdivision No.2. (the "Tract"), according to the Official Map thereof, recorded on June 28, 1965, in Book D of Maps, at Page 40, in the Office of the County Recorder of El Dorado County, with the exception of Lot 75 (formerly the Lutheran Church and presently Live Violence Free) and Lot 59 (Lake Valley Fire Department), and created certain easements, covenants, conditions and restrictions on such lots.
- B. On or about September 13, 1993, that certain First Amended Declaration of Tract Restrictions for Al Tahoe Subdivision No.2, a Planned Development ("First Amended Declaration"), was approved by a majority of the members of the Association to effect such amendments as the Association deemed appropriate due to changed circumstances since the Original Declaration was approved and recorded, which First Amended Declaration was recorded with the County Recorder on September 17, 1993, as Document No. 55654.
- C. On or about October 11, 2014, the Second Amended Declaration was approved by a majority of the members of the Association to effect such other amendments as the Association deemed appropriate due to changed circumstances since the First Amended Declaration was approved and recorded.

- D. On September 10, 2018, a majority of the members of the Association voted to amend, restate and replace the Second Amended Declaration in its entirety with this Third Amended and Restated Declaration for purposes of further enhancing and protecting the value, desirability, and character of the Tract.

NOW THEREFORE, it is hereby declared that the Second Amended Declaration be amended as follows:

1. Single-Family Residential. Except as otherwise set forth in this Section 1 or in Section 2 below, each lot shall only be used for single-family residential purposes. No lot shall be used for multifamily residential purposes, and no professional, commercial or other nonresidential activity shall be carried on or permitted on any lot. No building shall be erected, altered, or placed on any lot other than one single-family house and one private garage for not more than two cars. As used herein, "single-family residential" means a building containing one residential unit located on a single lot for occupancy by one family; "multifamily residential" means two or more residential units on a site, including, without limitation, a duplex, triplex, apartments, and/or condominiums; "residential unit" means a building containing one or more bedrooms, with not more than one kitchen, designed to be occupied permanently by one family or one collective household with facilities for living, cooking, sleeping and eating; and a "single family house" means a detached structure that contains one residential unit. No mobile homes shall be allowed on any lot.
2. Vacation Home Rentals. Notwithstanding the single-family residential restriction set forth in Section 1, above, a single-family house may be used as a vacation home rental in accordance with Article XIII of Chapter 28A of the South Lake Tahoe City Code, as may be amended from time to time.
3. Lot Subdivision and Lot Line Adjustment. No lot may be subdivided into two or more separate parcels. Contiguous parcels or lots may not be consolidated or merged to create a larger single parcel or lot. No lot line adjustments may be permitted to increase the development potential of a lot. Notwithstanding the foregoing, lot line adjustments may be permitted with prior approval of the Association to ameliorate encroachments of a structure on a neighboring lot.
4. Building Location and Size Restriction. No building shall exceed three thousand (3,000) square feet (inclusive of the living area and garage) nor shall any building exceed twenty-five (25) feet in height. No building shall be erected on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line or nearer than 10 feet to any interior lot line.
- 4.1 Architectural Review. In order to maintain and preserve the historical character of the subdivision, and to ensure Owners' plans and specifications for improvements conform to this Declaration and are in harmony with the existing buildings and improvements within the subdivision, the following shall apply:

- 4.1.A. Architectural Review Committee. The Board shall establish an Architectural Review Committee to consider and act on proposals and plans for construction, installation, alteration, or remodeling of any building or other improvement required to be submitted to it pursuant to this Declaration, to adopt Architectural Rules pursuant to this Section 4.1.B, and to perform other duties delegated to it by the Board. The Architectural Review Committee shall be composed of no more than five (5) members of the Association appointed by the Board of Directors. Architectural Committee members shall serve one (1) year terms subject to the Board of Directors' power to remove any Architectural Committee member and to appoint his or her successor. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto.
- 4.1.B. Architectural Rules. The Architectural Review Committee shall, from time to time and with approval of the Board, adopt, amend and repeal, rules and regulations to be known as "Architectural Rules," which may, among other things, interpret and implement to the provisions of this Declaration by setting forth standards and procedures for Architectural Review Committee review of proposals and plans, guidelines for architectural design, and mechanisms for enforcement.
- 4.1.C. Approval of Improvements. Before commencing construction, installation, alteration, or remodeling of any building or other improvement, the Owner planning such work must submit a written request for approval to the Architectural Review Committee. The Owner's request shall include plans and specifications satisfying the minimum requirements specified in the Architectural Rules. The Architectural Review Committee shall use its best efforts to respond to the Owners' request for approval within thirty (30) days of receipt of the request. Unless the Architectural Review Committee's approval of the proposal is first obtained, no work of improvement shall be undertaken. The Architectural Review Committee shall base its decision to approve, disapprove or conditionally approve the proposed work of improvement on the standards and criteria set forth in this Declaration and the Architectural Rules.
5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Tract.
6. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. Signs. No sign of any kind shall be displayed to the public view on any lot except for one sign of not more than five square feet advertising the property for sale or rent, and no signs shall be used by a builder to advertise the property for sale during construction.

8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
9. Vested Rights. Nothing in the above restrictions shall be construed as requiring the removal of any permanent structures which were erected prior to June 18, 1965. In addition, the building size restrictions set forth in this Section 4, above, shall not apply to any building approved and constructed prior to the date this Third Amended and Restated Declaration is recorded in the Official Records of El Dorado County, California.
10. Vehicle Parking. No commercial vehicle, motor truck, truck tractor, semitrailer or bus (as these terms are defined by the California Vehicle Code), or any inoperable motor vehicle, shall be permitted to be stored overnight on the street, in a driveway, or otherwise on or outside of any lot, except that such vehicles may be stored wholly within the garage and out of public view. It is the intent of this paragraph that overnight parking within the Tract be limited to passenger vehicles, except as otherwise set forth in Section 14 below. A pickup truck with a manufacturer's gross vehicle weight rating of less than 11,500 pounds and an unladen weight of less than 8,001 pounds is not considered a motor truck for purposes of this paragraph.
11. Compliance with Laws and Organizational Documents. All owners and occupants of any lot shall comply with (i) all federal, regional, state and local laws and ordinances as well as all rules and regulations of governmental authorities having jurisdiction over the Tract, which may apply to occupancy and use of the Tract and construction, maintenance, and repair of all structures and improvements, including, without limitation, the Tahoe Regional Planning Agency Code of Ordinances and the City of South Lake Tahoe Code, and (ii) the Association's organizational documents, as amended from time to time, including, without limitation, this Declaration, the By-Laws of Al Tahoe Forest Homes Association, and all rules and regulations.
12. Enforcement of Restrictions.
 - 12.A. Subject to Section 12.B, below, enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of them, either to restrain such violations or to recover damages, or both, and such enforcement action may be taken either by the Association or the owner or owners of any lot included in the Tract, on behalf and for the benefit of all of the lot owners in said Tract. The prevailing party in an action to enforce this instrument shall be awarded reasonable attorney's fees and costs.
 - 12.B. One objective of this Declaration is to promote and seek voluntary compliance by owners with the covenants, conditions and restrictions contained herein. Accordingly, in the event that an owner becomes aware of a violation of any covenant, condition or restriction, the owner or person responsible for the

violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent provision(s) of this Declaration before the Association or any owner commences an enforcement proceeding. Such notice shall describe the noncomplying condition and request that the alleged violator correct the condition within a reasonable time specified in the notice (but in any event not less than 15 days). If the alleged violator fails to correct the violation after notice and a reasonable opportunity to be heard, the Association or any owner may commence enforcement proceedings pursuant to Section 12.A, above.

- 12.C. Without limiting the generality of Section 12.A, above, the result of every act or omission whereby any covenant or restriction contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.
- 12.D. The failure of any owner to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.
13. Invalidity of Any Provision. Invalidation of anyone of these covenants, conditions or restrictions by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect.
14. Temporary Living Quarters. No tents, campers, travel trailers, recreational vehicles or other temporary living quarters shall be parked or otherwise permitted on any lot except (i) during the construction of a permanent single-family house on any lot or (ii) campers, travel trailers and recreation vehicles may be parked in the driveway or side yard setback when for use by guests of an owner for a reasonable, short-term period of time not to exceed thirty (30) days.
15. Membership. All owners of any lot in the Tract shall be members of Al Tahoe Forest Homes Association, Inc.
16. Term. These restrictions shall remain in effect for a period of twenty (20) years from the date of the recording hereof, and, unless changed or terminated by a majority vote of the members, shall thereafter be automatically renewed for successive twenty (20) year terms.
17. Amendment. This Declaration may be amended by the affirmative vote (in person or by proxy) or written consent of owner's representing a majority of the total lots within the Tract. Any amendment shall be recorded in the Office of the County Recorder for El Dorado County, California.

In addition, there is hereby declared to be an easement of five (5) feet on the frontage of all lots facing the streets in the Tract, with the exception of those lots fronting on Harrison Avenue, for snow removal purposes, and establishing a right of way for street purposes of fifty (50) feet for said streets.

IN WITNESS WHEREOF, the Association has executed this instrument on the day and year first written above.

AI TAHOE FOREST HOMES ASSOCIATION, INC.

Dated: 9/14/2018

By: Robert Lynch

Name: Robert Lynch

Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada }
County of Douglas } SS.

On Sept. 14, 2018 before me personally appeared Robert Lynch, 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 executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lynsey Desanto
Notary's Signature

