



Recorded at the Request of:

Clear Lake Keys Property Owners Association

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**CERTIFICATION**

We, the undersigned, being two officers of the Clear Lake Keys Property Owners Association ("Association") (formerly known as the Architectural Supervising Committee), and being duly authorized representatives of the Association as members of the Election Committee, do hereby certify that the attached FIRST AMENDED DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS AFFECTING REAL PROPERTY KNOWN AS CLEAR LAKE KEYS, UNITS 1 THROUGH 7, LAKE COUNTY, CALIFORNIA (see Exhibit A for descriptions) has been adopted in separate elections conducted for each said Unit conducted between April 13, 2006 and June 16, 2006, by an affirmative vote of more than fifty percent (50%) of the record property owners of each of said Units.

We further certify that the tabulated results of the voting were as follows:

Unit No.	Yes Votes	No Votes	Percentage of Voters Voting Yes	Total Lots in Unit	Overall Percentage of Lot Owners in Unit Voting Yes
1	41	2	95.3%	57	71.9%
2	41	6	87.2%	65	63.1%
3	61	6	91. %	95	64.2%
4	25	4	86.2%	36	69.4%
5	78	10	88.6%	123	63.4%
6	153	15	91.1%	244	62.7%
7	133	19	87.5%	215	61.9%
Totals	532	62	89.6%	835	63.7%

Dated: September 15, 2006.

James E. Mahon, President

Steven C. Abel, Treasurer

**FIRST AMENDED DECLARATION OF RESTRICTIONS, CONDITIONS,  
COVENANTS AND AGREEMENTS AFFECTING REAL PROPERTY KNOWN AS  
CLEAR LAKE KEYS, UNITS 1 THROUGH 7, LAKE COUNTY, CALIFORNIA**

This Amended Declaration is made, effective June 30, 2006 ("the Effective Date"), by or on behalf of the owners of Clear Lake Keys Subdivision Units 1, 2, 3, 4, 5, 6, and 7, which Units are subject to the prior recorded Declarations entitled "Declarations of Restrictions, Conditions, Covenants and Agreements Effecting Real Property Known as Unit [1 through 7] Clear Lake Keys, Lake County, California," together with all prior amendments thereto (collectively, the "Prior Declarations") as recorded in the Recorder's Office, County of Lake, and enumerated below:

UNIT NO.	DATE RECORDED	BOOK NO.	PAGE NO.
1	JUNE 21, 1962	377	515
2	OCT. 9, 1963	410	555
3	AUG. 6, 1964	435	501
3 (Amended)	OCT. 8, 1964	442	91
4	MAR. 19, 1965	455	5
5	MAY 12, 1965	439	431
6	AUG. 11, 1966	501	21
7	MAR. 22, 1968	549	593
1-7 Compilation	FEB. 4, 1983	1166	677

This Amended Declaration is intended to amend and supersede all of the Prior Declarations previously applicable to the Clear Lake Keys Subdivision.

Now, therefore, the real property described below is and shall be henceforth be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, liens and changes hereinafter set forth, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any part thereof, as per the following Articles.

**PROPERTY DESCRIPTION:** The real property that is the subject hereof is all located in Lake County, State of California, and is more particularly described in **Exhibit A**, Subdivision Description of Units 1 through 7, Clear Lake Keys Subdivision, that is attached hereto and by this reference incorporated herein. Said real property is hereinafter referred to as "The Subdivision."

### **Article 1. Mutual and Reciprocal Benefits**

All of the restrictions, conditions, covenants and agreements set forth herein are and shall be for the direct, mutual and reciprocal benefit of each and every lot contained in the Clear Lake Keys Subdivision, and are intended to create and do create, mutual and equitable servitude upon each of the residential lots situated within said Subdivision, and are intended to create, and do create, reciprocal rights and obligations between the respective owners of all of the lots situated within said Subdivision, and are intended to, and do create, a privity of contract and estate among the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each lot in said Subdivision, such owner's heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said Subdivision. All references in this Amended Declaration to "said lots," "said property," or the like shall refer to the lots and other property in the Clear Lake Keys Subdivision. Each and every lot shall have a mutual and non-exclusive easement for the use of all canals and waterways within and adjacent to the property covered by these restrictions and property to which these restrictions are extended.

### **Article 2. Terms of Restrictions**

Each and all said restrictions, conditions, covenants and agreements shall continue in force and effect and shall be binding until the first day of January, 2013, at which time the same shall be automatically extended for successive periods of ten years unless, by duly executed and recorded statement, more than fifty percent (50%) of the then recorded owners of a majority of the property covered hereby, including such property to which these restrictions, conditions, covenants and agreements shall be extended, elect to terminate and/or amend same, such election being evidenced in writing, executed and acknowledged by said majority of owners, and duly recorded. Seventy five percent (75%) of the record owners of the lots covered by these restrictions, may amend, delete and add to these restrictions by a duly acknowledged and recorded written instrument.

### **Article 3. Permissible Buildings**

No buildings other than a one-family or a two-family dwelling house shall be erected, constructed or maintained on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a one-family or two-family dwelling house. More particularly, and without the intent to limit the provisions hereof, no store, radio or television towers, hotels or commercial enterprises shall be built or placed upon said property or any part thereof. No such structure shall contain less than 780 square feet of enclosed living area under roof.

No structures, either residences, fences, swimming pools, walls, boat docks, or other improvements requiring a County Building Permit shall be constructed upon any of said lots

without written approval as to location, height and design thereof first having been obtained from the Architectural Review Committee of the Association constituted pursuant to Article 16 below ("the Committee"). In order to avoid unnecessary hardships, it is mandatory that all lot owners contemplating works of construction, improvements, et cetera, shall submit, in triplicate, at the outset, preliminary drawings, sketches and outline specifications in order to obtain tentative action thereon before causing preparation of detailed or complete drawings, plans and specifications, or incurring substantial expenses in that regard. One set of preliminary plans shall be retained by the Committee. The Committee shall approve or disapprove said plans, specifications and details within fifteen working days after receipt thereof. In the event that no action is taken to approve or disapprove such plans, specifications and details within fifteen working days after the delivery thereof to said Committee. In the event that no action be taken to approve or disapprove such plans and specifications and details within thirty days after the delivery thereof to said Committee, and provided no action has been instituted to enjoin the doing of the proposed work, the provisions of this Section shall be deemed waived on behalf of the Committee.

Notwithstanding anything to the contrary set forth above, multiple unit dwellings may be constructed as follows: Multi-unit residential structures may be erected on lots 204 through 212, and on lots 246 through 251.

Nothing in this amended Declaration shall be construed to require Committee approval for, or removal or modification of, any structures or improvements that were existing as of January 1, 2006.

#### **Article 4. Set Back**

On sixty foot lots, no dwelling house, or other structure, shall be located nearer than twenty feet (20') from the front lot line, or nearer than five feet (5') from the side lot lines.

On thirty foot lots, no dwelling house shall be located nearer than twenty feet (20') from the front curb line, or nearer than three and one-half feet (3 ½') from the side lot lines.

No float or other structure shall extend into the canal within fifteen feet (15') of the rear lot line in order to provide at least thirty feet (30') of canal passageway.

#### **Article 5. Operation of Watercraft In Canals**

It shall be deemed a violation of the restrictions to operate any watercraft in the canals at a speed in excess of 5 miles-per-hour, or such other speed as may be posted by duly enacted order of the Association.

#### **Article 6. Signs**

No signs of any kind shall be displayed to the public view on any lot except not more than two signs of not more than five square feet each advertising the property for sale or lease.

#### **Article 7. Fences, Hedges, Trees**

[Deleted and reserved.]

#### **Article 8. Rubbish and Weeds**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage and disposal of such material shall be covered in a clean and sanitary condition.

All lots shall be kept free of weeds, grass and/or shrubs which are unsightly or create a fire hazard or a safety hazard to surrounding properties. If a lot owner fails to abate an unsightly or hazardous condition after being given appropriate notice, the Committee may spend funds of the Association for the clean-up of such lot. Such clean-up costs shall constitute a charge against the lot.

#### **Article 9. Trailers, Etc.**

No trailer, motorhome, recreation vehicle, tent, shack or other temporary building shall at any time be placed, erected or maintained on any of the lots or streets within said subdivision for use as a dwelling, nor shall any structure of temporary character be used for dwelling purposes. No vehicles or trailers shall be maintained or stored on any lot without current DMV registration and full compliance with any applicable County of Lake Ordinances. Notwithstanding the foregoing, with the approval of the Committee temporary trailers may be maintained on a lot for dwelling purposes while construction is proceeding on such lot pursuant to a valid building permit.

#### **Article 10. Pets**

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 that they are not kept, bred or maintained for any commercial purposes, and provided that same shall be permissible in numbers and under conditions not constituting a nuisance or otherwise objectionable to other residents in the subdivision, and that all yards, pens or out buildings used in connection with the keeping of same shall be located only on the rear half of the respective lots, and shall be adequately screened from view from any street and be at all times kept and maintained in a clean

and sanitary condition.

#### **Article 11. Commercial Use Prohibited**

No trade, commercial or manufacturing enterprise shall be conducted on any of the lots within said Subdivision, nor shall anything, be done thereon which may become an annoyance or nuisance to the residents of the neighborhood.

#### **Article 12. Landscaping**

No portion of any residential lot between the street line and the main residential building shall be used for the planting of garden vegetables. All front yard landscaping, that is, lawns, shrubs, trees, flowers, plants, decorative rock and similar items, shall be kept and maintained by the owner in a good and husband-like manner. Upon failure of said owner to comply with this section after fifteen days' written notice, the Committee may, at its option, restore and maintain such portion of lot and such area to the condition in which it is required to be kept pursuant to the provisions of this section. The reasonable costs and expenses of such restoration and maintenance shall be paid for by such lot owner.

#### **Article 13. Completion of Construction**

Any residence or building in said subdivision, the construction of which has been started, shall be completed without delay except when delay is caused by Acts of God, strikes, actual inability of the owner to procure deliveries of necessary materials, or by the interference of other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials, or discharge liens or attachments shall not be deemed a cause beyond his control.

In the event of cessation of construction of any building for a period of 120 days, where such interruption is not excused by the provisions hereof, the existence of such incompleting building shall be deemed a nuisance and the Committee, and/or its representatives, shall have the right to enter upon said incompleting premises and remove the same, or carry such construction forward to completion and the cost and expenses incurred in connection with such removal or completion shall constitute a lien upon said property under the Mechanic's Lien Law of the State of California, such lien to attach as of the time of the commencement of the work involved in effecting such removal or as of the time of the commencement of the work so undertaken to complete such construction, and may be enforced in the manner provided for the enforcement of Mechanics Liens. It is understood that this paragraph shall not apply to the completion of interior portions of said building or buildings, including but not limited to fixtures, wiring, plumbing, et cetera, provided that the lack of completion of such interior portions is not visible to the public from the exterior of said building or buildings.

#### **Article 14. Easements**

Such easements and rights-of-way shall be reserved to the Association, in and over every lot in said subdivision, for the erection, construction, maintenance and operation of drainage pipes, conduits, poles and other means of conveying, gas, electricity, power, water, telephone, cable television, sewage and other things for convenience to the owners of lots in said subdivision, as may be shown on the recorded maps of the Subdivision, and the Association shall have the right to reserve any additional easements for said purposes in contracts and deeds, to any or all of the lots shown on said maps. No structure of any kind shall be erected over any of such easements except upon permission of the Committee.

#### **Article 15. Assessments for Maintenance and Improvements**

All lots in the Clearlake Keys Subdivision shall be subject to annual charges or assessments not to exceed Fifty Dollars (\$50.00) per annum for each lot (which limitation shall increase or decrease in an amount equal to the aggregate increase or decrease in the Consumer Price Index, compared with the Consumer Price Index as it existed on the Effective Date), which shall be levied and assessed annually by the Committee, by resolution or resolutions duly adopted, and shall be payable to said committee in advance on the First Day of January following the adoption of said resolution or resolutions, and then be and remain a lien upon said respective residential lots until paid.

The charges and assessments levied hereunder shall be uniform throughout the property subject hereto and the total funds arising from such charges or assessments, so far as may be sufficient, shall be applied toward the payment of maintenance expenses incurred for any of the following purposes:

- a) Expenses incident to the enforcement of easements, restrictions, conditions, covenants, charges and agreements contained in this Declaration, and to the collection of charges or assessments provided for in this paragraph;
- b) Improving and maintaining streets and canals;
- c) Obtaining services for security and property maintenance;
- d) Caring for vacant and unimproved lots and areas, removing grass and weeds therefrom and other things necessary and desirable in the judgment of the Committee to keep the property neat and in good order.
- e) Doing those things incident to carrying out the provisions of this Declaration and its

restrictions.

#### **Article 16. Architectural Review Committee**

The Clear Lake Keys Property Owners Association, a California nonprofit mutual benefit corporation herein referred to as "the Association," is charged with the duties and empowered with the rights set forth herein. Its affairs shall be governed by **Exhibit B**, Articles of Incorporation of Clear Lake Keys Property Owners Association ("Articles"), filed with the California Secretary of State February 15, 1989, that is attached hereto and by this reference incorporated herein, as said Articles may be amended from time to time, and **Exhibit C**, Bylaws of Clear Lake Keys Property Owners Association dated December 13, 1989, as most recently amended ("Bylaws"), that is attached hereto and by this reference incorporated herein, as said Bylaws may be further amended from time to time.

Each lot owner (including as a single lot owner member any combination of individuals, trusts, corporate entities, LLC's or other entities who together own a lot or its improvements) who owns a lot in the Subdivision which is covered by this Declaration shall become a member of the Association by ownership of said property, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be governed by the Articles and the Bylaws. In the event of any conflict between the provisions of this Declaration and the provisions of the Bylaws, this Declaration shall prevail.

The Board of Directors of the Association, or a specially constituted committee of owners of lots within the Subdivision that is delegated to perform such function by resolution of the Board of Directors of the Association, shall act as the Architectural Review Committee ("Committee"). The functions of said Committee shall be to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract and for the alteration or remodeling of, or additions to, any then existing structure on lots in said tract, including the planting of trees, erection of fences, general landscaping, construction of boat dock and storage facilities, so that all structures shall conform to the provisions hereof, the general plan of development and such rules as the Committee may adopt for the improvement and development of the whole tract. The Committee shall have authority to establish a reasonable schedule of fees for services performed by the Committee in connection with projects submitted to the Committee for review. Nothing herein shall be construed as authorizing or empowering the Committee or the Association by rule, or otherwise, to change or waive any restrictions, conditions, covenants or agreements set forth in the declaration except as specifically provided herein.

The officers of the Committee, the conduct of meetings of the Committee, the method of voting by the Committee, the rules of the Committee, and the keeping of minutes and records of the Committee, shall be governed by the Bylaws.



### **Article 17. Remedies for Violations**

All provisions, conditions, restrictions and covenants herein shall be binding on all of the lots in the subdivision and the owners, successors and assigns thereof, regardless of the source of title of such owners. Violation of any of the provisions, conditions, restrictions and covenants shall give to the Association the right to enter upon the property upon, or as to which said violation or breach exists, and, at the expense of the owner, to summarily abate and remove any erection, thing or condition that may be, or exist thereon, contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such action or omission. Any such action or omission, if continued for a period of thirty (30) days from and after the date that the Association, or its successors or assigns, shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed to refrain from a continuance of such action and/or to correct such omission, shall warrant and entitle the Association, its successors or assigns to apply to any court of law or equity having jurisdiction thereof for an injunction or any other relief permitted by law.

### **Article 18. Invalidity**

It is expressly agreed that the covenants, conditions, restrictions and agreements herein contained are severable and that if any one or more thereof should be held invalid or void such invalidity or voidness shall in no way affect any other covenant, condition, restriction or agreement herein contained not depending thereon.

### **Article 19. Acceptance of Restrictions**

All owners and purchasers of property in the Subdivision shall by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions and covenants and agreements set forth for themselves, their heirs, executors and assigns.

### **Article 20. Mortgages and Deeds of Trust**

All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering real property subject hereto, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or effect the validity of any such mortgage or deed of trust; however, if any portion of said property

Is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, his or its successors or assigns, should hold any and all property so purchased subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration, including without limitation delinquent charges or assessments pursuant to this Declaration.

#### **Article 21. Attorney Fees**

In any suit brought by the Association to enforce the terms, conditions and provisions of this Declaration, the Association shall be entitled to recover, in addition to damages for breach hereof, reasonable attorneys fees, costs of suit and other litigation expenses to be fixed by the Court. The exclusive venue for any legal action arising out of this Declaration shall be Lake County, California. This Declaration shall be governed by the laws of the State of California.

#### **Article 22. Failure to Enforce**

The various restrictive measures and provisions of the declaration are declared to constitute mutual equitable covenants and servitude for the protection and benefit of each lot in said tract, and the failure, if any, to promptly enforce any measure or provision hereof shall not estop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

#### **Article 23. Voting**

In voting pursuant to the provisions of this Declaration, each lot owner member shall be entitled to one vote, provided that such lot owner member be not in default in payment of the current or past charges or assessments as set forth herein.

The action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by two duly authorized representatives of the Association, or if none, by the President and one other officer of the Association, and recorded in the County Recorder's Office of the County of Lake, State of California.