



2018-0004275

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County of
Plumas
KATHY WILLIAMS
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Page 1 of 10

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RECORDING REQUESTED BY:

Reference No:

Gold Mountain Homeowners Association

AND WHEN RECORDED MAIL TO:

White & MacDonald, LLP
1530 The Alameda
Suite 215
San Jose, CA 95126

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO SECOND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GOLD MOUNTAIN**

This First Amendment to the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain is made as of the date hereinafter shown by an Absolute Majority of the Members of the Gold Mountain Homeowners Association as provided in Article 11, Section 11.1 of the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain, hereinafter described.

Recitals

WHEREAS, the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain was recorded on or about August 17, 2011 as Document No. 2011-0005040, in the Official Records of the County of Plumas, California, with regard to the real property located in the County of Plumas, State of California commonly known as Gold Mountain and more particularly described on Exhibit "A", as set forth and amended below;

WHEREAS, the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain have not previously been amended;

WHEREAS, the Gold Mountain Homeowners Association desires to amend the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain as more particularly set forth herein;

NOW, THEREFORE, the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain is hereby amended as follows:

Article 1, is amended to add a new Section 1.28.5 as follows:

1.28.5 Mobile Equipment or Mobile Equipment Attachments. Mobile Equipment or

Mobile Equipment Attachments are not considered a Capital Improvement as defined herein, and the approval restrictions of Section 5.8 are therefore not applicable to the acquisition of Mobile Equipment or Mobile Equipment Attachments whether or not the equipment is to replace old and/or obsolete equipment, to supplement existing equipment or to expand the organizations equipment inventory.

Article 4, Section 4.2, is amended to provide in its entirety as follows:

4.2 Maintenance of Lots and Improvements. As more particularly described in Article 8, each Owner shall be responsible for maintaining his or her Residence and Lot, including all Improvements and landscaping, vegetation and site grading on such Lot in good condition and repair, so as to prevent them from becoming unsightly, unsanitary, a health hazard, a fire hazard or other hazard that results from manmade or natural causes.

(a) Each Lot, whether improved or vacant, shall be kept at all times in a clean, sightly and attractive condition. No trash, litter, empty containers or like shall be allowed to accumulate on any Lot, and no machinery, building materials or articles of similar nature shall be allowed to remain on any Lot exposed to general view except during construction.

(b) All Owners and builders shall be responsible to maintain their construction site in a neat, orderly fashion and shall remove all debris at the end of each work day whether caused by them or a subcontractor. Any damage to Development roads caused by construction or construction equipment shall be repaired by the Owner and contractor responsible for the damage.

Article 4, Section 4.14, is amended to provide in its entirety as follows:

4.14 Nuisances. No noxious, illegal, or offensive activities shall be carried on or within any Lot, or in any part of the Development, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the residents of the Development, or which may in any way interfere with the quiet enjoyment of each Owner's Lot or Common Area, or which shall in any way increase the insurance rate for the Development or for any other Lot, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. No Owner shall permit excessive noise, such as the barking of dogs, the loud playing of music systems, or unruly equipment noise or noise from the assembly of people to emanate from the Owner's Lot, which would unreasonably disturb another Owner's quiet enjoyment of their Lot. No Owner shall allow excessive forest debris and brush accumulation that contributes to hazardous fuel loads that increase the risk and danger from wild fires to accumulate on its Lot as, determined by the Board or its designee. All Lots and Common Areas shall be maintained so as to be designated as a Moderate Risk or as designated in the Hazardous Fuel Reduction Policy.

Article 4, Section 4.21, is amended to provide in its entirety as follows:

4.21 Utilities. All electric, gas, television, radio, internet and telephone line installations to buildings or structures placed upon any Lot shall be underground and no electric, internet, power or telephone poles may be erected on any portion of any Lot. Antennas and solar panels are allowed subject to the provisions of Article 4, Sections 4.24 and 4.26, and Article 9.

Article 4, Section 4.23, is amended to provide in its entirety as follows:

4.23 Offensive or Hazardous Conduct. No noxious or offensive activity or trade shall be carried out upon any Lot or parcel, nor shall anything be done or replaced thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots or parcels, or in their enjoyment of the Common Area. Without limiting the generality of the foregoing, unreasonably annoying acts include but are not limited to excessive barking of dogs, excessive loud playing of music and the operation of motorcycles, ATV's, snowmobiles and other vehicles creating excessive noise for extended periods of time. Repeat violations may be reported to the local law enforcement agencies and the Board of Directors. No activities shall be conducted, nor shall any Improvements be constructed, anywhere within the Development which are or might be unsafe or hazardous. Nothing shall be done or kept within the Development which will increase the rate of insurance on any Lot or parcel without the approval of the Board, nor shall anything be done or kept within the Development which would result in the cancellation of insurance on any Lot, or parcel, or Common Area, or which would be in violation of any law.

Article 5, Section 5.8, is amended to provide in its entirety as follows:

5.8 Capital Improvements. The Board shall have the power and authority to provide for the construction, reconstruction, installation, or acquisition of Capital Improvements upon the Common Area provided that incurring an aggregate expenditure for Capital Improvements to the Common Area in any fiscal year in excess of five percent (5%) of the Association's budgeted gross expenses for that fiscal year shall require approval of a majority of a quorum of Members. For purposes of this section "Capital Improvement" shall mean an Improvement that did not previously exist in the Development or an existing Improvement that is being expanded beyond its original configuration.

Article 5, Section 5.15, is amended to provide in its entirety as follows:

5.15 Limitation of Liability. Neither the Association nor its Directors, officers, employees, agents, Design Review Committee, other committee members, or members participating in Association business or Association sponsored work projects (collectively and individually referred to as the "Released Party") shall be personally liable for damages or in equity

to any of the Members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or pursuant to the Bylaws, even if such Released Party is negligent, provided that such Released Party has not acted in bad faith. This standard of care and limitation of liability shall extend, without limitation, to matters such as (i) the establishment of the Association's annual financial budget, (ii) the funding of Association reserve accounts, (iii) the discharge of the Association's maintenance, repair and replacement obligations, (iv) the enforcement of the Governing Documents, and (v) to any other fiduciary duties or responsibilities imposed by law or the Governing Documents.

Exhibit "A", is amended to provide in its entirety as follows:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEVELOPMENT

All that certain real property located in Plumas County, California, described as follows:

Lots 1 through 27, inclusive, as shown on the Map entitled Gold Mountain Unit 1 - Phase 1 "Windsong", filed for record August 14, 1996, in Book 8 of Maps, Pages 24 through 28, Plumas County Records.

Lot A as shown on the Map entitled Gold Mountain Unit 1 - Phase 1 "Windsong", filed for record August 14, 1996 in Book 8 of Maps, Pages 24 through 28, Plumas County Records.

Lots 28 through 49, inclusive, and Lots "C", "D", and "E", as shown on that certain map entitled "Gold Mountain Unit 1 - Phase 2 "The Meadows", recorded in the Office of the Plumas County Recorder on November 13, 1996, in Book 8 of Maps, at Pages 33 through 37.

Lots 50 through 78, inclusive, and Lots "F" and "G", as shown on the certain map entitled "Gold Mountain Unit 3 - "Falling Water", recorded in the Office of the Plumas County Recorder on March 19, 1997, in Book 8 of Maps, at Pages 41 through 45.

Lots 79 through 97, inclusive, and Lots "H", "I", and "J", as shown on the certain map entitled "Gold Mountain Unit 4 "Sunburst", recorded in the Office of the Plumas County Recorder on May 22, 1997, in Book 8 of Maps, at Page 46.

Lots 98 through 121, inclusive, and Lots "K", as shown on the certain map entitled "Gold Mountain Unit 5 - "Dancing Bears", recorded in the Office of the Plumas County Recorder on September 16, 1997, in Book 8 of Maps, at Pages 64 through 68.

Lots 122 through 137, inclusive, as shown on that certain map entitled "Gold Mountain Unit 6 - "Cloud Painter", recorded in the Office of the Plumas County Recorder on April 22, 1998, in Book 8 of Maps, at Pages 74 through 77.

EXHIBIT "A"
(CONTINUED)

Lots 122 through 137, inclusive, as shown on that certain map entitled "Gold Mountain Unit 6 - "Cloud Painter", recorded in the Office of the Plumas County Recorder on April 22, 1998, in Book 8 of Maps, at Pages 74 through 77.

Lots 138 through 167, inclusive, as shown on that certain map entitled "Gold Mountain Unit 7 - "Dream Maker", recorded in the Office of the Plumas County Recorder on April 22, 1998, in Book 8 of Maps, at Pages 78 through 82.

Lots 168 through 193, inclusive, as shown on that certain map entitled "Gold Mountain Unit 8 - "Red Sky", recorded in the Office of the Plumas County Recorder on August 19, 1998, in Book 8 of Maps, at Pages 92 through 95.

Lots 194 through 213, inclusive, as shown on that certain map entitled "Gold Mountain Unit 9 - "Great Spirit", recorded in the Office of the Plumas County Recorder on August 19, 1998, in Book 8 of Maps, at Pages 96 through 98.

Lots 214 through 248, inclusive, as shown on that certain map entitled "Gold Mountain Unit 10 - "Startop", recorded in the Office of the Plumas County Recorder on March 10, 1999, in Book 8 of Maps, at Pages 102 through 106.

Lots 249 through 284, inclusive, as shown on that certain map entitled "Gold Mountain Unit 11 - "Nighthawk", recorded in the Office of the Plumas County Recorder on May 5, 1999, in Book 8 of Maps, at Pages 107 through 111.

Those private road easements shown as "Red Sky", "Bear Run" and "Great Spirit" on that certain map entitled "Gold Mountain Unit 12 - "Nakoma", recorded in the Office of the Plumas County Recorder on July 14, 1999, in Book 8 of Maps, at Page 112 through 117.

Lots 311 through 333, inclusive, as shown on that certain map entitled "Gold Mountain Unit 14 - Clouds Rest" recorded in the Office of the Plumas County Recorder on July 14, 1999, in Book 8 of Maps, at Pages 113 through 122.

Lots 334 through 380, inclusive, and Lots "N", "O" and "P", as shown on that certain map entitled "Gold Mountain Unit 15 - Eagles Nest" recorded in the Office of the Plumas County Recorder on September 1, 1999, in Book 8 of Maps, at Pages 123 through 133.

Lots 381 through 392, inclusive, Lots 395 through 411, inclusive, and Lot "Q", as shown on that certain map entitled "Gold Mountain Unit 16 - Eagle Feather" recorded in the Office of the Plumas County Recorder on December 14, 1999, in Book 8 of Maps, at Pages 141 through 148.

EXHIBIT "A"
(CONTINUED)

Lots 412 through 426, inclusive, and 432 through 445, inclusive, and Lots "S", "T", "U", "V", "W", "X", "Y" and "Z", as shown on that certain map entitled "Gold Mountain Unit 17" a.k.a. "Nighttime Tiger And Lucky Rabbit Sailing On A Golden Dragon To New Adventure" recorded in the Office of the Plumas County Recorder on April 5, 2000, in Book 9 of Maps, at Pages 9 through 17.

Lot 468 as shown on that certain map entitled "Gold Mountain Unit 18" a.k.a. "Gemstone" recorded in the Office of the Plumas County Recorder on February 7, 2001, in Book 9 of Maps, at Pages 36 through 38, Resulting Lot 467 and Resulting Lot "AA" as described in the Lot-Line Adjustment recorded June 12, 2001, as Document No. 2001-04488 of the Official Records of Plumas County.

**OFFICERS' CERTIFICATION OF AMENDMENT
TO SECOND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GOLD MOUNTAIN**

We, the undersigned, say:


That we are the duly elected and acting President and Secretary, respectively, of the Gold Mountain Homeowners Association;

That the First Amendment to the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain consisting of seven (7) pages, inclusive of this Certification, which amends that certain Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain, recorded on or about August 17, 2011, as Document No. 2011-0005040, in the Official Records of the County Recorder of Plumas County, California, was approved by an Absolute Majority of the Members as provided in Article 11, Section 11.1 of the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain; and

That this Certification is made pursuant to Section 4270 of the Civil Code of the State of California, and is to be recorded together with said First Amendment to the Second Restated Declaration of Covenants, Conditions and Restrictions of Gold Mountain in the records of the County Recorder of Plumas County, the County in which said Gold Mountain, a Common Interest Development, is located.

We declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Gold Mountain Homeowners Association

DATED: 7/27/18 BY 
President

DATED: _____ BY _____
Secretary

(Please find attached CA Notary Acknowledgment)

ACKNOWLEDGMENT

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 California
County of Plumas

On 7/27/18 before me, Kimber Leigh Conner, Notary Public
(insert name and title of the officer)

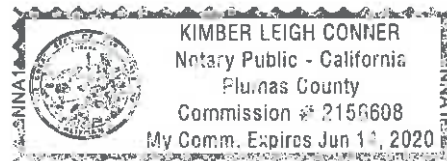
personally appeared Gail McGrath
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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.

Signature [Handwritten Signature]

(Seal)



Amendment to CC&R's

**OFFICERS' CERTIFICATION OF AMENDMENT
TO SECOND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GOLD MOUNTAIN**

We, the undersigned, say:

That we are the duly elected and acting President and Secretary, respectively, of the Gold Mountain Homeowners Association;

That the First Amendment to the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain consisting of seven (7) pages, inclusive of this Certification, which amends that certain Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain recorded on or about August 17, 2011, as Document No. 2011-0005040, in the Official Records of the County Recorder of Plumas County, California, was approved by an Absolute Majority of the Members as provided in Article 11, Section 11.1 of the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain; and

That this Certification is made pursuant to Section 4270 of the Civil Code of the State of California, and is to be recorded together with said First Amendment to the Second Restated Declaration of Covenants, Conditions and Restrictions of Gold Mountain in the records of the County Recorder of Plumas County, the County in which said Gold Mountain, a Common Interest Development, is located.

We declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Gold Mountain Homeowners Association

DATED: _____

BY _____
President

DATED: August 1, 2018

BY Ken Skogerson _____
Secretary

ACKNOWLEDGMENT

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 ~~California~~ Nevada
County of Carson

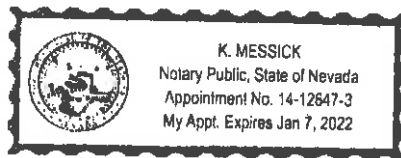
On August 1, 2018 before me, K Messick - Notary
(insert name and title of the officer)

personally appeared Kenneth E. Skogerson
who 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.

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.

Signature K Messick (Seal)



*Must
not
Notarize*