



MeadowCreek II Owners Association
Bishop, California

AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS

February 7, 2018



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Mission Statement

The community of MeadowCreek II was developed in 1982 as a common interest, planned unit development for residential use. The value and desirability of its properties are protected by declaration and subject to easements, restrictions, covenants and conditions.

The declaration is administered and protected by its homeowners through an elected board of directors. Enforcement of the declaration by the board of directors shall be consistent and impartial with emphasis on ensuring that homeowners are treated fairly and to maintain a friendly and cohesive community atmosphere.

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MEADOWCREEK II OWNERS ASSOCIATION**

When each owner signs their purchase contract, they simultaneously agree to abide by all use restrictions that are contained in the “Governing Documents”. The documents included the Articles of Incorporation, the Bylaws, the Covenants, Conditions and Restrictions and the Rules and Regulations.

**SECTION 1
DEFINITIONS**

1.01 Articles of Incorporation: Refers to the articles of incorporation and their amendments organized as a Nonprofit Mutual Benefit Corporation.

1.02 Association: Refers to MeadowCreek II Owners Association, a California nonprofit corporation, created and functioning pursuant to certain articles of incorporation for the purpose of maintaining and administering the common area, and administering and enforcing the covenants, conditions and restrictions.

1.03 Board: Refers to the board of directors of the association.

1.04 Bylaws: Refers to the association’s bylaws and their amendments.

1.05 Common Area: The common area means the entire common interest development, except the individual lots, that is owned and/or used by the association for the enjoyment of the owners.

1.06 Development: Refers to all lots and properties including the common area.

1.07 Lot/Property: Refers to any of the separate plots of land shown upon any recorded subdivision map, with the exception of the common area.

1.08 Member: Refers to the owner of a lot that is subject to assessment shall be a member of the association.

1.09 Mortgage: Means a mortgage or deed of trust encumbering a lot or other portion of the development. A mortgagee shall include the beneficiary under a deed of trust. An “institutional mortgagee” or “institutional holder” is a mortgagee that is a bank or savings and loan association, or established mortgage company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency, and that holds a first mortgage on any lot or on the common area.

1.10 Owner: Refers to the recorded owner, whether one or more person or entity, of a fee simple title to any lot which is part of the properties. If the lot is subject to a recorded land installment sale contract, “owner” shall mean and refer to the contract vendee. “Owner” shall not include those having any such interest merely as security for the performance of an obligation.

1.11 Residence: A residence shall mean and refer to the improvements constructed on an individual lot.

SECTION 2 ASSOCIATION

2.01 Formation: The association is a nonprofit mutual benefit corporation formed under the laws of California. The association shall be charged with the duties and invested with the powers set forth in the articles, the bylaws and this declaration, including, but not limited to, control and maintenance of the common area and any common area facilities.

2.02 Membership in Association: Every owner of a lot that is subject to assessment shall be a member of the association. Membership shall belong to and may not be separated from ownership of any lot that is subject to assessment. The voting rights of a member shall vest as of the date when the lot to which the member belongs becomes subject to assessment.

2.03 Member Voting rights: Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be

cast with respect to any lot.

2.04 Authority: Except as to matters requiring the approval of members as set forth in this declaration, the articles, or the bylaws, the affairs of the association shall be conducted by the board of directors and such officers as the board may elect or appoint. Such election or appointment shall be in accordance with this declaration or the bylaws and their amendments.

2.05 Powers: The association shall have all the powers of a nonprofit mutual benefit corporation organized under California law, subject only to such limitations on the exercise of such powers as are set forth in the articles, the bylaws and this declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted by the association under this declaration, the articles and the bylaws.

2.06 Enforcement of Documents:

A. The association in its own name or, on behalf of any owner can commence and maintain actions for damages and monetary penalties, or to restrain and adjoin any actual or threatened breach of any provision of this declaration or the Articles or Bylaws, or of the Association rules or any Resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of those provisions. In addition, the association can suspend the voting rights, or can assess monetary penalties against any owner for any violation of this declaration, of the articles, the bylaws, the association's rules, or of the board's resolutions. Any such suspension of use privileges cannot exceed a period of thirty- (30) days for any one violation, or any monetary penalty cannot exceed TWENTYFIVE (\$25.00) per day for any one violation.

B. At least fifteen (15) days prior to the effective date of any discipline, written notice must be hand delivered or mailed by first class mail to the member at his last address as shown by the association records. The notice shall state the nature of any discipline to be imposed, the reason therefore, and the date, time and place at which the member may be heard by the board, either orally or in writing regarding the offense and discipline. The hearing may be held at any regular or special meeting of the board but shall not be held less than five days (5) prior to the proposed effective date of the discipline.

C. The association does not have the power or authority to cause a forfeiture or abridgement of an owner's right to the full use and enjoyment of such owner's lot, except when the loss or forfeiture is the result of a court

judgment, an arbitration decision, a foreclosure, or sale under a power of sale based on failure of the owner to pay.

2.07 Limitations on Authority of Board: The board shall not take any of the following actions without fifty-one percent (51%) of the voting power:

A.) Incur aggregate expenditures other than accumulated reserves for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the association.

B.) Sell 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.

C.) Pay compensation to members of the board or to officers of the association for services performed in the conduct of the association's business. However, the board may reimburse a member of the board or an officer for expenses incurred in carrying on the business of the association.

D.) The board, however, may enter into the following without obtaining any approval or ratification by the membership.

(1) A management contract, the terms of which comply with the requirements of the Federal Housing Administration or Veteran Administration.

(2) Contract with third parties for goods or services to be furnished to the common area or the owners association, for a term not longer than one year.

(3) Prepaid casualty and/or liability insurance policies for a period of time not to exceed three years duration, provided that the policy permits short rate cancellation by the insured.

(4) The board of directors shall have the right to borrow money for the purpose of improving the common area and to mortgage said common area, and shall be subordinate to the right of the owners.

2.08 Personal Liability: No member of the board, or of any committee of the association, or any officer of the association, or any manager 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 the account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

SECTION 3 PROPERTY RIGHTS

3.01 Owner's Rights: Each owner shall have a right to the quiet enjoyment of their property. That right shall pass with the title to every lot.

3.02 Association's Rights: The association shall have the right to dedicate or transfer any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless it has the prior written authorization of a majority of members and a written instrument evidencing such dedication or transfer and such written authorization have been recorded in Inyo County.

3.03 Association Easements for Maintenance and Repair: The association shall have a right to enter every lot within the properties for the purpose of accomplishing any maintenance or repair which the owner is obligated to perform but fails to accomplish.

SECTION 4 ASSOCIATION ASSESSMENT

4.01 Assessments: The association shall have the power to establish, fix, and levy assessments against the owners of the lots and to enforce payments of such assessments in accordance with the provisions of this declaration.

4.02 Personal Obligation of Assessment: 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,
- (2) special assessments for capital improvements or unusual expenses to be established and collected as hereinafter provided, and
- (3) special individual assessments levied against an individual lot for extra costs for maintenance or repairs caused by the willful or negligent failure of the owner of such lot to perform his maintenance obligations under this declaration. The annual and special assessments, together with interest, costs, and attorneys' fees, shall be a charge on and a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the

assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.03 Purpose of Assessments: The assessments levied by the association shall be used exclusively for landscaping, gardening, maintenance and repair of the common area of the development and incidental improvements therein, and for the repair of the sub-drain system installed within the development for drainage of sub-surface water. Regular assessments shall include adequate reserve funds for maintenance and repair of the common area.

4.04 Maximum Regular Annual Assessment: The annual assessment may be increased by the board of directors annually by not more than 20% over the previous year's annual assessment. Any increase by more than 20% shall require the vote or written assent of a majority of the membership.

4.05 Special Assessments Upon All Owners: In addition to the annual assessment authorized above, the board of directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unusual or unanticipated repairs or maintenance by the association. Provided, however, that the board shall not levy any such special assessment, or combination of such special assessments, which would amount to greater than five percent (5%) of the budgeted gross expenses of the association for that fiscal year, unless such special assessment has first been approved by the vote or written assent of the membership.

4.06 Special Individual Assessments: Special individual assessments may be levied by the board against an individual lot to reimburse the association for expenses incurred by the association in accomplishing any maintenance, repair or replacement for which the owner is responsible under this declaration. Such expenses include those caused by an owner's willful or negligent acts on the property, those caused by an owner's failure to meet his maintenance obligations. At the first regular meeting of the board following completion of such maintenance, repair, replacement, the board shall ascertain the amount of the expense incurred by the association in performing the work, including labor and materials, and shall levy an assessment in that amount against the lot to be charged. The special individual assessment thus levied shall be paid by the owner of the lot on or before the date when the regular association assessment s next due.

4.07 Rate of Assessment: All association assessments (except special individual assessments) shall be fixed at a uniform rate for all lots and shall be collected on a monthly basis.

SECTION 5 NONPAYMENT OF ASSESSMENTS

5.01 Delinquency and Remedies of Association: If any assessment, regular or special, or any portion thereof, is not paid on the date when due, then such assessment or portion thereof shall become delinquent and shall, together with late charges and costs of collection as provided below, thereupon become a continuing lien on the lot against which such assessment was made. If the assessment or any portion thereof is not paid within thirty (30) days after the delinquency date, a late charge equal to ten percent (10%) of the amount due shall be charged for each month that the delinquency remains uncured. In addition to all other legal and equitable rights or remedies, the association may, at its option, bring an action at law against the owner personally obligated to pay the same; or, upon compliance with the notice provisions set forth in Section 5.02 below, to foreclose the lien against the lot and there shall be added to the amount of the delinquency, plus late charges, all costs and expenses including attorneys' fees incurred by the association in collecting the delinquent assessment. In lieu of judicially foreclosing the lien, the association, at its option, may foreclose such lien by proceeding under a power of sale as provided below in Section 5.03, such a power of sale being given to the association as to each and every lot for the purpose of collecting delinquent assessments. Each owner vests in the association, its successors or assigns, the right and power to bring all actions of law or lien foreclosure against such owner or other owners for purposes of collecting delinquent assessments.

5.02 Notice of Claim of Lien: No action shall be brought to foreclose the lien or to proceed under the power of sale less than thirty (30) days after the date a notice of claim of lien, executed by a duly authorized representative of the association, is recorded with the Inyo County Recorder, said notice stating the amount claimed (which may include late charges and costs of collection, including attorneys' fees), a good and sufficient legal description of the lot being assessed, the name of the record owner or reputed owner thereof and the name and address of the association as claimant. A copy of said notice of claim shall be deposited in the United States mail, certified or

registered with postage thereon fully prepaid, to the owner of the lot.

5.03 Foreclosure Sale: Any such sale provided for above shall be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c or successor provisions of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

5.04 Curing of Default: Upon the timely curing of any default for which a notice of claim of lien was recorded by the association, the officers of the association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee to be determined by the association, to cover the costs of preparing and filing or recording such release together with the payment of such other costs, late charges or fees as shall have been incurred.

5.05 Cumulative Remedies: The assessment lien and the rights to foreclosure and sale there under shall be in addition to and not in substitution for all other rights and remedies which the association and its assigns may have here under and by law or in equity.

5.06 Subordination of the Lien of Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or mortgage now or hereafter placed upon any of the lots within the development subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure except a deed in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

SECTION 6 USE RESTRICTIONS

6.01 Use of Lots: No lot, nor any portion thereof, shall be used for any purpose other than one single-family residence. No trade or business or commercial activity shall be carried on or conducted upon any lot.

6.02 Signs: No sign or other advertising device of any kind shall be erected, displayed or permitted upon any lot visible from the exterior of any residence within the tract, except a sign not larger than ninety-six (96) square inches, setting forth the name of the owner or occupant, or advertising a home "For Rent" or "For Sale".

6.03 Animals: No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot, except that small domesticated animals such as dogs, cats and other small animals which are kept as pets may be kept within a home or the fenced yard area of a home, provided no animals shall be kept in unreasonable numbers, or in such a manner as to constitute a nuisance or annoyance to other owners and no animal shall be permitted to roam unleashed in the open area of the development. Upon the request of any owner, the board shall determine, in its sole discretion, whether for the purposes of this paragraph a particular animal shall be considered domesticated, a nuisance, or whether the number of animals upon any lot is reasonable. No structure for the care, housing or confinement of any house or yard pet shall be maintained upon a lot so as to be visible from neighboring lots or roads.

6.04 Additional Structures: No structures of a temporary character, trailer, tent, shack, garage, or other outbuilding, shall be placed on any lot at any time as a residence, either temporarily or permanently.

6.05 Offensive Activities: No noxious or offensive activity shall be carried on within the development, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their property. Without limiting any of the foregoing, no owner shall permit noise, including but not limited to, the barking of dogs, and the excessive playing of music systems, to emanate from owner's lot, which would unreasonably disturb another member's quiet enjoyment of his lot or residence.

6.06 Trash: All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be kept where they are visible from any neighboring lot except for a reasonable time prior to or after collection. No portion of any lot shall be used for the storage of building materials or other materials except in connection with approved construction.

6.07 Parking and Storage of Recreational Vehicles: The parking of boats, trailers, campers, motor homes and trucks, or any similar vehicle or equipment, anywhere within the development shall be prohibited except in closed individual garages or behind 6-foot high fence in side or rear yard areas where the same are hidden from view from any point six feet above the ground on any adjoining lot or street within the development. (See Rules and Regulations)

6.08 Garages: No garage shall be remodeled or used in any manner that would prevent its being used for the storage of non recreational vehicles and or recreational vehicles.

6.09 Antennas; Roof Projections: Except for such antennas, solar panels and satellite receivers, chimneys, vent stacks or other items or equipment projecting from the roof as may be installed as part of the initial improvements, no such projecting item shall be erected or maintained upon the outside of any building on the properties, unless the same has been approved by the architectural control committee. In no event, however, shall any antenna be installed in any manner or location that would cause the antenna to project more than three (3) feet above the ridgeline of any roof.

6.10 Sports Fixtures: No basketball standards, hoops or backboards, or other fixed sports apparatus shall be attached to any dwelling, garage or installed on any lot. However, portable fixtures may be used but not left on the sidewalk or street.

6.11 Clotheslines: No outside clothesline or other outside clothes drying or airing facilities shall be maintained on the properties in any location where the same would be visible from any street or any neighboring lot.

6.12 Utility Service: All facilities for permanent utility service to any structures (except ground mounted pedestal boxes for the communication or transmission of electric current or power, including telephone, television and

radio signals) shall be constructed, placed or maintained except in conduits or cables constructed, placed or maintained underground or concealed in, under or upon structures all in accordance with governmental regulations. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to construction of approved structures.

6.13 Uniform Improvements: The board, by association rules, may require uniform mail boxes, light posts and fences, if such improvements are to be utilized by an owner of any lot in the development.

6.14 Landscaping of Lots: Subject to prior approval of the architectural control committee, each owner shall grade, landscape and plant his lot. Each owner shall keep all shrubs, trees, grass and plantings of every kind situated upon his lot, and all planted areas between his lot and adjacent streets, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

6.15 Fuel Tanks: All fuel tanks or storage facilities shall be screened or installed in such manner so as not to be visible from view of neighboring lots or streets.

6.16 Camping: There shall be no camping within the development.

6.17 Exterior Lighting: Exterior lighting shall be permitted only in accordance with the rules and regulations of the architectural control committee.

6.18 Sewage: No outside toilet shall be constructed upon any lot except a temporary facility maintained during, and used exclusively in connection with, the construction of improvements upon the lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to the sewage system the design and location of which shall have been approved by the County of Inyo.

6.19 Subdivision of lot: No lot may be subdivided.

6.20 Sidewalk Encroachments: No trees, shrub or planting of any kind shall be allowed to overhand or otherwise encroach upon any sidewalk or other pedestrian way from ground level to the height of eight (8) feet without the prior approval of the architectural control committee.

6.21 Maintenance of Structure: All structures within the development shall at all times be maintained in good condition and repair, and be properly painted.

6.22 Mineral Exploration: No lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

6.23 Machinery and Equipment: No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of residences or structures.

6.24 Removal of Trees: All dead trees and shrubs shall be promptly removed.

6.25 Fences: No fences (including plantings such as hedges or similar plantings which would be in the nature of a fence) shall be placed on that portion of a lot fronting on a public street between a line drawn parallel to such street through the closest edge of the residence on such lot and the public street. Any fences constructed elsewhere on a lot within the development shall be of wood or masonry construction. All wooden fences shall be one inch by six inch (1" X 6") cedar dog-eared cut. Any wing fence shall be set back at least three feet from the corner of the structure which it abuts. The architectural control committee shall review and approve the design and material of all fences to be constructed.

6.26 Diseases and Insects: No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

SECTION 7 ARCHITECTURAL CONTROL

7.01 Composition of Committee: The architectural control committee shall have three (3) members. The board of directors shall have the power to appoint all three (3) committee members. Members of the board of directors may serve as members of the committee.

7.02 Approval Required: It is intended that the property be maintained in the same condition and appearance as originally developed. No building, fence, awning, wall, or structure of any type shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration of the improvements be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the entire development by the architectural control committee. In exercise of its authority, the committee may: condition its approval of proposals and plans and specifications on such changes or conditions as it deems appropriate; require submission of additional plans and specification or other information prior to approval or dis-approval of the proposed construction, alterations or additions; and require a fee payable to the association to accompany each application for approval.

7.03 Construction by Owner: In the event that a lot without the residential improvements already constructed thereon, the owner of such lot shall not construct any improvements thereon except such residential improvements as are comparable and compatible, in size, design and materials, to the residences constructed in the development.

Furthermore no such owner shall apply for a building permit or commence construction until all the plans and specifications for the proposed improvements have been reviewed and approved by the architectural control committee.

7.04 Preliminary Approval: Any owner proposing to build any structures or make other improvements to a lot will require the approval of the architectural control committee. The owner must submit an application and preliminary drawings of the proposed structure or improvement in accordance with committee rules. The purpose of this preliminary approval is to allow an owner who proposes to make substantial improvements to his lot an opportunity to obtain guidance from the committee concerning design considerations before expending substantial sums for plans and other exhibits that the committee will require before the final review of the construction plans can be made.

Application for preliminary approval shall be considered and disposed of by the committee as follows:

- A.) Within thirty (30) days after receiving the proper plans of the construction the committee shall consider and act upon such request.
- B.) If the application and preliminary plans is in compliance with committee

rules and that no additional plans or exhibits or changes by the lot owner will be made the committee shall consider the plans for final approval.

C.) Failure of the committee to act within said thirty (30) day period shall constitute approval.

D.) Any approval granted by the committee shall be effective for a period of ninety (90) days from the date of the issuance thereof. During said period if the construction is not started the lot owner must re-submit the plans for approval.

E.) In no event shall any preliminary approval be deemed to be an approval authorizing construction of the requested structures or improvements or any other improvements or structures.

In granting or denying approval, the committee may give the applicant such directions concerning the form and substance of the final application for approval, as the committee may deem proper or desirable for the guidance of the applicant.

7.05 Procedure: No application for final approval required by this Section or under Section 6 shall be deemed appropriately submitted unless the improvement, addition or alteration is fully described and shown by appropriate drawings, plans, specifications and color-samples. The request for approval and relevant materials shall be deemed submitted as of the date when they are personally delivered or mailed to the committee with postage fully prepaid. The mailing address is:

MeadowCreek II Owners Association
c/o Eastern Sierra Realty, Inc.
218 E Line Street, Bishop, CA 93514

Decisions of the architectural control committee and the reasons therefore other than applications for preliminary approval, pursuant to Section 7.04, shall be transmitted by the committee to the applicant within thirty (30) days after receipt by the committee of all materials required by the committee. Any application submitted pursuant to this declaration shall be deemed approved, unless written disapproval or a request for additional information or materials by the committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the committee of all required materials.

7.06 Compensation: The members of the architectural control committee shall receive no compensation for their services rendered, other than

reimbursement for expenses incurred by them in the performance of their duties.

7.07 Inspection: The architectural control committee may at any time inspect any improvement for which approval of plans is required under the declaration; provided, however, that the committee's right of inspection shall terminate sixty (60) days after the work of improvement shall have been completed and the respective owners shall have given written notice to the committee of such completion. If, as a result of such inspection, the committee finds that such improvement was done without obtaining the approval of the plans therefore or was not done in substantial compliance with the plans approved by the committee, it shall notify the owner in writing of the failure to comply with the declaration within sixty (60) days from the inspection, specifying the particulars of noncompliance. The committee shall have the authority to require the owner to take such actions as may be necessary to remedy the noncompliance.

7.08 Variance: The architectural control committee may authorize variances from compliance with any of the architectural provisions of this declaration when circumstances such as topography, natural obstructions, aesthetic, or environmental considerations require. Such variances must be evidenced in writing and must be signed by at least 66 and 2/3% of the committee. If variances are granted, no violation of the declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of the declaration for any purpose except as to the particular improvement and particular provision covered by the variance, nor shall it affect in any way the owner's obligation to comply with all governmental laws and regulations.

7.09 Liability of Committee Members: Neither the architectural control committee, the board nor their duly authorized representatives 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 under this declaration, unless due to the willful misconduct or bad faith of the committee or any member thereof.

7.10 Enforcement by Committee: In addition to other enforcement provisions set forth in this declaration, the architectural control committee shall have enforcement rights with respect to any matters required to be

submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity. In addition, the committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the committee or that it does not conform to the plans and specifications submitted to the committee. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work.

SECTION 8 REGULAR MAINTENANCE DUTIES

8.01 Association's Duties: It shall be the duty of the association to adequately maintain the common area and all facilities and equipment therein and make any necessary repairs to the sub-drain system.

8.02 Owners' Duties: Each owner shall be responsible for maintaining, at his expense, the residential improvements and landscaping on his lot. Each owner shall be responsible for repairing the improvements on his lot as necessary and shall maintain such insurance, as owner deems advisable.

SECTION 9 MUTUAL WATER COMPANY

9.01 Service: Water service within the development is to be furnished through the MeadowCreek Mutual Water Company. All owners within the development shall be shareholders of the MeadowCreek Mutual Water Company.

9.02 Stock: One share of the capital stock of the MeadowCreek Mutual Water Company shall belong to each lot in the development. At the close of each escrow established for the sale of a lot in the development, assign one such share to the buyer of said lot free and clear of all liens and encumbrance. The ownership of such share and the fee title to such lot conveyed therewith shall not be separated, severed, or separately conveyed, encumbered or otherwise transferred.

SECTION 10
PROTECTION OF MORTGAGES

10.01 Mortgage Permitted: Any owner may encumber his lot with a mortgage.

10.02 Priority of Mortgages: Any lien created or claimed under the provisions of this declaration is expressly made subject and subordinate to the rights of any first mortgage (meaning a mortgage with first priority over any other mortgage) that encumbers all or a portion of the development, or any lot, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the mortgagee expressly subordinates his interest, in writing, to such lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein shall affect, impair, defeat or render invalid the lien or charge of any mortgage made in good faith and for value encumbering any lot. But all covenants, conditions and restrictions of this declaration shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a lot.

10.03 Curing Defaults: A mortgagee who acquires title by judicial foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this declaration which is non-curable or of a type which is not practical or feasible to cure. The determination of the board, made in good faith as to whether a breach is non-curable or not feasible to cure shall be final and binding on all mortgagees.

10.04 Resale: It is intended that any loan to facilitate the resale of any lot after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and is entitled to all of the rights and protections afforded to other mortgagees.

10.05 Relationship With Assessment Liens:

A.) The liens created under Section 8 hereof shall be subordinate to the lien of any mortgage that was recorded prior to the date any such assessment becomes due.

B.) If any lot subject to a monetary lien created by any provision thereof

shall be subject to the lien of a first mortgage (i) the foreclosure of any lien created by anything set forth in this declaration shall not operate to effect or impair the lien of such first mortgage; and (ii) the foreclosure of the lien of said first mortgage or sale under a power of sale included in such first mortgage (such events being hereinafter referred to as "events of foreclosure"), shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the events of foreclosure shall take title free of the lien hereof for all such charges as shall have accrued up to the time of any of the events of foreclosure, but subject to the lien hereof for all of said charges that shall accrue subsequent to the events of foreclosure.

C.) Any first mortgagee who obtains title to a lot by reason of any of the events of foreclosure, or any purchaser at a private or judicial foreclosure sale of a first mortgage, shall take title to such lot free of any lien or claim for unpaid assessments against such lot which accrue prior to the time such mortgagee or purchaser comes into possession of the lot.

D.) Nothing in this section shall be construed to release any owner from his obligation to pay for any assessment levied pursuant to this declaration.

SECTION 11 CONDEMNATION

11.01 Common Area: If part or all of the property is taken by any authority having the power of eminent domain, the association shall have the right to act on behalf of the owners with respect to the common area and any negotiation or litigation of the issues with respect to the compensation to be paid. All compensation and damages, exclusive of that paid for individual lots, shall be payable to the association as trustee for all owners and mortgagees. Upon receipt of the award the association shall determine, upon the vote or written consent of 75% of the members, whether the award is sufficient to repair, restore or replace the common area and any improvements therein and whether it is practicable to do so. If the association determines to repair or replace, the board shall levy a special assessment to cover any replacement costs not compensated by the award. If the association determines not to repair or replace, the board shall distribute the award to the owners and mortgagees as their interests appear.

11.02 Lots: If the taking involves individual lots, the owner directly affected shall represent and negotiate for himself with respect to the damages and compensation for such taking.

SECTION 12
DURATION OF DECLARATION

The covenants and restrictions of this declaration shall run with and bind the land, for a term of thirty (30) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless and until wholly revoked in accordance with Section 14.

SECTION 13
JUDICIAL REVIEW

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 14
AMENDMENTS

This declaration may be amended or revoked by ballot, or at a regular or special meeting of the members, by a vote of 51% of members then voting by ballot or at a regular or special meeting of the members. Any amendment or revocation shall be evidenced by an instrument certified by the secretary or other duly authorized officer of the association and shall make appropriate reference to this declaration and its amendments and shall be acknowledged and recorded in the office of the Inyo County Recorder.

SECTION 15
MERGERS AND CONSOLIDATIONS

The association may participate in mergers and consolidations with other nonprofit associations organized for the same purposes as this association. Any such merger or consolidation shall have the assent of the majority of total votes cast by both affected associations, voting in person or by proxy at a meeting duly called for this purpose.

CERTIFICATION OF AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS

We certify that these amended and restated Covenants, Conditions and Restrictions were approved and became effective February 7, 2018 and supersede all previous Covenants, Conditions and Restrictions referring to the same subject matter.

The following Board of Directors have read this Certification and approve its content on this 7th day of May, 2018.

For MeadowCreekII Owners Association:



Debby Hidalgo, President



Ray Miklaucic, Secretary

