

CIRBY PLACE HOA
AMENDED DECLARATION
OF
COVENANTS, CONDIDITONS, AND RESTRICTIONS
READABLE EDITION OF DECLARATION BOOK (RED BOOK)

The following "RED BOOK" version of the 1980 AMENDED DECLARATION OF COVENANTS, CONDIDITONS, AND RESTRICTIONS (CC&Rs) is completely accurate to the original version. However, the **"RED BOOK" provides an easier understanding because all amendments are inserted at the end of the ARTICLE and SECTION where they apply. The Amendments in the original version of the 1980 CC&Rs are attached at the end, which requires constant referral back and forth between the CC&Rs and the Amendments.**

CIRBY PLACE HOA CC&R'S History:

Nov 14, 1979 the DECLARATION OF COVENANTS, CONDIDITONS, AND RESTRICTIONS was recorded by the Placer County Recorder document number 50217.

Jan 20, 1980 the AMENDED DECLARATION OF COVENANTS, CONDIDITONS, AND RESTRICTIONS (including the BY-LAWS and ARTICLES OF ASSOCIATION) was recorded by the Placer County Recorder document number 22840. It terminated, abandoned and replaced the 1979 CC&Rs.

(Recorded June 20, 1980 by Pat Trombley, Placer County Recorder)

CIRBY PLACE HOA
AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
ABANDONMENT

The undersigned Declarant, being the owner of all the lots within Cirby Place, as described in Exhibit "A" hereto, hereby declares that declaration of Covenants, Conditions, and Restrictions (CC&R's) recorded November 14, 1979, in book 2195, at page 306. Official records of Placer County, is hereby terminated and abandoned and that said Declaration is to be replaced in its entirety by Amended Declaration of Covenants, Conditions, and Restrictions as hereinafter set forth.

The undersigned Declarant hereby declares that all of the properties described on Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

EXHIBIT INCORPORATED BY REFERENCE

The following described exhibit is attached hereto and incorporated herein by reference:

Document

Legal description of all real property owned by Declarant
which land is subject to these Covenants, Conditions, and Restrictions (CC&R's)

Exhibit

"A"

ARTICLE II

DEFINITIONS

Section 1: "Association" shall mean and refer to CIRBY PLACE HOMOWNERS ASSOCIATION, an unincorporated association, its successors, and assigns.

Section 2: "Declarant" shall mean and refer to CIRBY PLACE ASSOCIATES, a Limited Partnership, its successors and assigns, if such successors and assigns should acquire any undeveloped portion of the subject property from the Declarant for the purpose of residential development.

Section 3: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 4: "Front Yard Area" shall mean and refer to that portion of a lot exclusive of driveways, which lies between the sidewalk and the front line of the improvements formed by the exterior walls and fences abutting thereto which face the public street.

Section 5: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6: "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

Section 7: "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgage.

Section 8: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9: "Properties" shall mean and refer to that certain real property described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10: "Subdivider" shall mean and refer to the declarant.

Section 11: "Unit" shall mean and refer to a dwelling structure on a lot.

ARTICLE III

ASSOCIATION EASEMENT FOR LANDSCAPE MAINTENANCE

Section 1:

The Association shall have an easement across every Front Yard Area within the Properties for the limited purpose of cutting and trimming the lawns and weeding the shrub beds.

Section 2: Utility Maintenance and Repair of Easements.

Whenever sanitary sewer house connections or water house connections or electricity, gas, or telephone, television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by other than the Owner of a lot served by said connections, the Owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace, and generally maintain said connections as and when the same may be necessary as set forth below.

Whenever sanitary sewer house connections and/or water house connections or electricity, gas, or telephone lines or drainage facilities are installed within the properties, which connections serve more than one lot, the Owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

All utility companies having easements on the property covered by this declaration shall have easements for cleaning, repairing, replacing and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a lot for uncovering any such lines, providing, however, that such utility company shall be obligated to restore the improvement to substantially its former condition.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: Classes of Membership

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any

ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS (continued)

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.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. Two years from the date of the issuance of the most recent Public Report for a phase of the overall development, or
- c. Not later than the second anniversary of the original issuance of the subdivision public report.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and 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** levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property 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. The assessments created by this Declaration shall not be a lien against any Lot.

Section 2: Purposes of Assessments

The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Front Yard Area.

03/04/2013, Section 2, Purposes of Assessments, Amended to Read:

A maximum of ½ of 1% of dues collected may be used toward community functions.

Section 3: Initial Annual Assessment (Dues)

Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot shall be \$240.00.

ARTICLE V: COVENANTS FOR MAINTENANCE ASSESSMENTS (continued)

Section 4: Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Any Action authorized under Section 3 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who are not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5: Rate of Assessment

All assessments may be collected on a monthly, or quarterly basis. Both annual and special assessments must be fixed at a uniform rate for all lots as herein provided.

Section 6: Reasonable Arrangements – Assessments & Liens

The subdivider, and his successor in interest, if any, as an owner shall be subject to the payment of regular and special assessments against subdivision and any other owner of a subdivision interest which does not include a structural improvement for human occupancy shall be exempt from the payment of that portion of any assessment until a notice of completion of the structural improvement has been recorded or until 120 days after the issuance of a building permit for the structural improvement, whichever first occurs.

The governing body of the Association may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider, impose a regular annual assessment per subdivision interest which is more than 10% greater than the regular assessment for the immediately preceding fiscal year.

In any fiscal year, the governing body of the Association may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year.

Every general special assessment shall be levied upon the same basis as that prescribed for the levying of regular assessments.

The above provisions with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the governing body to reimburse the Association for the costs incurred in bringing the member and his subdivision interest into compliance with provisions of the governing instruments for the subdivision.

ARTICLE V: COVENANTS FOR MAINTENANCE ASSESSMENTS (continued)

Regular assessments against all units in the subdivision shall commence on the date of closing of the first sale of a subdivision interest to the purchaser thereof or on the first day of the month following the closing of said sale.

ARTICLE VI

REASONABLE ARRANGEMENTS – ARCHITECTURAL AND DESIGN CONTROL

The committee for the control of structural and landscaping architecture and design (Architectural Control Committee) within the subdivision shall consist of not less than three nor more than five members.

The subdivider may appoint all of the original members of the Committee and all replacements until the first anniversary of the issuance of a public report for the subdivision. The subdivider reserves to himself the power to appoint a majority of the members of the Committee until 90% of all the subdivision interest in the overall development have been sold or until the fifth anniversary of the issuance of the final public report for the first phase of the subdivision, whichever first occurs.

After one year from the date of the sale of the first subdivision interest, the governing body of the Association shall have the power to appoint one member to the Architectural Control Committee until 90% of all the subdivision interests in the overall development have been sold or until the fifth anniversary date of the issuance of the final public report for the first phase of the subdivision, whichever first occurs. Thereafter the governing body of the Association shall have the power to appoint all of the members of the Architectural Control Committee.

Members appointed to the Architectural Control Committee by the governing body shall be from the membership of the Association. Members appointed to the Committee by the subdivider need not be members of the Association.

If said committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

Section 1: ENFORCEMENT

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter

ARTICLE VII: GENERAL PROVISIONS (continued)

imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

01/01/1999 Amended to Read:

Section 1: Enforcement

The first time a violation is noted, a written reminder shall be issued. The second violation shall be a \$20.00 fine. The third violation shall be a \$50.00 fine. Subsequent violations shall carry a

\$100.00 fine. Fines are due and payable when issued. Fines not paid within 30 days will become a lien against the property and the cost of placing such a lien will be added to the fine.

Section 2: Severability.

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

Section 3: Amendment

~~Amendments of the CC&R's may be enacted by the vote or written consent of members representing 75% of all classes of members, provided, however, that percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.~~

06/30/2006 Amended to Read:

Amendments of the CC&R's must be enacted by the vote or written consent of a 75% majority of votes returned. All votes must be tallied by a third-party independent inspector of elections. This amendment was passed by a majority vote of the membership of the Association June 2006 and is effective as of July 1, 2006.

Section 4: Annexation and Staged Developments.

Other residential property may be annexed to the properties only with the consent of two-thirds of each class of member.

ARTICLE VIII

USES PROHIBITED AND PERMITTED

Section 1: Use of Lots

A Lot shall not be used, nor shall any portion thereof be used for any purpose other than one single family residence. Provided, however, that Lots and Dwellings Units owned by the Declarant or its nominees may be used as models and sales offices and construction offices for the purpose of selling the dwellings in the Properties until all of the dwellings thereon are sold by Declarant.

ARTICLE VIII: USES PROHIBITED AND PERMITTED (continued)

Section 2: Animals

No animals of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept in units, provided that no animal shall be kept, bred, or maintained for any commercial purpose.

Section 3: Garages and Vehicles

Each Owner shall keep his garage area in a neat and orderly condition with all storage areas completely enclosed.

01/01/1999 Section 3 Amended to Read:

- A. No Vehicle of any type may be parked in such a manner as to obstruct any portion of the sidewalk. The only time this is permitted will be a reasonable amount of time during moving into or out of a property, or the delivery or pick up of large items
- B. No vehicle of any type shall be parked anywhere in the front yard other than on the driveway. This includes vehicles partially on lawn area.
- C. No extensive vehicle repairs taking more than three days to complete shall be done in the street or driveway.
- D. Vehicles which are inoperative, or appear to be, due to visual appearance or physical condition are not to be left on the street for more than 48 hours.
- E. Due to limited parking spaces in the subdivision, NO commercial trucks, boats, RV's, hauling trailers shall be permitted to be parked on the streets. The exception being those defined as visitors, and their use is limited to 72 hours.

08/30/2002 Section 3 Amended to Read:

Section 3: Garages and Vehicles

- 1. No vehicle that is primarily used for commercial purposes is permitted to be parked anywhere within our subdivision except when on a service call. This includes being parked in a driveway. The allowable exception would be those vehicles which are parked in a closed garage.
- 2. Campers, trailers, travel trailers, tent trailers, recreational water or off-road vehicles, or vehicles designed for commercial use, boats motor homes or mobile homes are not permitted to be within the limits of our subdivision for more than 72 hours within any 30-day period. The exception would be those vehicles which are stored in a closed garage.
- 3. Vehicles which are not "street legal", such as, but not limited to, mini bikes are not permitted to be driven within our subdivision.
- 4. No inoperable or substantially damaged vehicles may be parked or stored on the street or in a driveway of our subdivision. They may be stored in closed garages.
- 5. No vehicle of any kind may be parked in such a manner that any portion of the flat part of the sidewalk is blocked. No vehicle is to be parked on the street in the wrong direction.
- 6. No vehicle shall be parked on any portion of the lawn.

ARTICLE VIII: USES PROHIBITED AND PERMITTED (continued)

7. No vehicle repair which takes more than one day to complete shall be left in plain view from the street. The exception is those repairs that take place within a closed garage.
8. No vehicle containing products for commercial purposes, such as, but not limited to, building materials, combustibles, hazardous materials, motor or engine parts, maintenance equipment or equipment for use in commercial services shall be kept within our subdivision, other than those in a closed garage.

12/17/2003 Section 3, (of 08/30/2002 Amendment) Amended to Include:

9. The owner and/or tenants of a single unit shall not bring into the development at any one time more vehicles than the vehicles which can be parked within the garage and driveway, plus one additional vehicle in the street in front of their own unit. Parking for visitors and parking for parties are exempt.

07/11/2012 Section 3 Amended to Read:

Only vehicles that meet the following criteria will be permitted within the subdivision:
(Exceptions are those stored within a closed garage. Visitors are also exempt)

- a. Size: Vehicle must be a standard car, van, SUV, or pickup truck (with a standard pickup bed or standard shell).
- b. The following are prohibited – Utility box trucks, pickup trucks with storage box beds, tow trucks, taxis, or limousines.
- c. Vehicles may not have items visible, such as, but not limited to – ladders, hoses, tools, construction material, machinery, hoist, cranes, storage lockers larger than 25% of the bed, or any other items specifically used for work and/or construction purposes.
- d. Items to comply with the Americans with Disabilities Act are permitted.
- e. Law enforcement patrol cars are permitted.

Signage on vehicles: Signage allowed on 1 door or window on each side and rear of vehicle.

03/04/2013 Section 3, Vehicles and Garages, Amended to Read:

Recreational vehicles such as campers, trailers, motor homes, boats, jet-ski's, etc, as well as utility/towing trailers are not permitted within our subdivision for longer than 72 hours within a 30 day period. (Exceptions are those stored within a closed garage. Visitors are also exempt.)

Section 4: Limitations on Commercial Activities

No business of any kind whatsoever shall be established, maintained, operated, carried on, permitted or conducted on the Properties or any part thereof, excepting for the business of Declarant in completing the construction of residences on the property and of disposing of the same by sale, lease or otherwise, and excepting professional and administrative occupations without external evidence thereof.

Section 5: Offensive Activities

No noxious or offensive activity shall be carried on, 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

ARTICLE VIII: USES PROHIBITED AND PERMITTED (continued)

barking of dogs, to emanate from Owner's Lot, which would unreasonably disturb another member's quiet enjoyment of his Lot.

Section 6: Trash

All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property. No portion of any Lot shall be used for the storage of building materials or other materials other than in connection with approved construction.

01/01/1999 Section 6 Amended to Read: Garbage Containers

- A. City issued garbage containers shall be put on the street no earlier than 5 p.m. of the day preceding pick up day, and shall be removed by 11 p.m. of the day of pick up. Currently pick up day is **(Wednesday)**. Residents that are not going to be home in time to meet this restriction shall make arrangements with a neighbor or friend to meet this requirement.
- B. When not on the street for pick up, garbage containers are to be stored in the garage or back yard. ~~Those units that have front doors that do not face the street may keep the container between the front door and fence to the back yard. At the discretion of the Board, other locations may be acceptable, if the container is not clearly visible from the street or obstructing neighbor's views.~~

05/09/2016 Section 6 B (of 01/01/1999 Amendment) Amended to Read:

When not on the street for pickup, garbage containers are to be stored in the garage or backyard at all times.

05/09/2016 Section 6 (of 01/01/1999 Amendment) Amended to Include: C – Storage of Hazardous Materials, Building Materials, Landscape Materials

- C. At no time shall hazardous materials, building materials, or landscape materials be stored on any portion of the property that is visible to the street except in connection with construction or landscape project.

08/30/2002 Section 6 Amended to Read: Property Maintenance

1. Any exterior surface of a unit which is visible from the street must be maintained at a level which is acceptable to the Architectural Committee. This includes the condition of paint, trim, garage doors, retaining walls, fences, roofs and siding.
2. No personal belongings, other than those normally recognized as decorative items, yard furniture or garden hoses, are to be kept in the front yards. This includes, but is not limited to vehicle parts, appliances, indoor furniture or storage boxes.
3. It is the responsibility of the unit owner to remove dead trees. On a case by case basis, and as funds are available, the Association will offer to replace dead trees or those which have been removed due to disease.
4. All unit owners and/or tenants are required to cooperate with requests from the landscape contractor for access to automatic sprinkler timers. If you have any specific requests for the contractor, leave a note attached to the front of your unit on the day they service our subdivision.

ARTICLE VIII: USES PROHIBITED AND PERMITTED (continued)

5. City issued garbage receptacles are to be on the street for not more than 24 hours each week. Currently, the pick-up day is (**Wednesday**). ~~Garbage receptacles are to be stored either in the back yard, in the garage, or at the farthest point away from the street, close to the gate to the back yard.~~ See 05/09/2016 Section 6 B (of 01/01/1999 Amendment) above. In no case are they to be stored in the front of the unit. If you will not be home to remove your receptacle from the street arrange for someone else to do so for you.

Section 7: No Structural Changes by Owner

Owner shall not make any structural changes of any improvements on his Lot without the prior written approval of the Board of Directors of the Association or the Architectural Committee.

Section 8: Outside Colors

In order to maintain external harmony of the Properties, the colors of exterior walls shall be selected or approved by the Architectural Control Committee.

ARTICLE IX

PARTY WALLS

Section 1: General Rules of Law to Apply

Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

ARTICLE IX: PARTY WALLS (continued)

Section 4: Weatherproofing

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs With Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6: Arbitration

If any dispute arises concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

DUTIES AND OBLIGATIONS

Section 1: Property Taxes and Assessments

To the extent not assessed to or paid directly by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any property owned by the Association.

Section 2: Insurance

The Association shall have the power to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and Workman's Compensation Insurance and other liability insurance and it may deem desirable, insuring each lot owner and the Association, Board of Directors and Managing Agent, if any, from liability, the premiums for which are common expenses included in the assessments and charges made against the Owners.

Section 3: Owner's Responsibility to Maintain and Repair

Other than items for which the Association has the responsibility as specified in the declaration, each Owner shall be responsible for the maintenance and repair of his home and garage, including, without limitation, the exterior, the glass doors, windows, and screens, their planting of dead plants, trees, and lawn, the interior and the plumbing, electrical, and heating and air conditioning systems servicing his home and located within the Lot, for the prompt rebuilding of his home in the event of partial or complete destruction, and for the repair of all the exterior area within his lot. All such maintenance and repairs must be done in a workmanlike manner and be approved by the Architectural Control Committee.

ARTICLE X: DUTIES AND OBLIGATIONS (continued)

01/01/1999 Amended to Read:

Section 3: Front Yard Maintenance

- A. Residents are responsible for arranging access to their automatic sprinkler timer by our landscape contractor, who will adjust the timers according to the time of year and water needs.
- B. No personal property, other than normally acceptable decorative garden items are to be left in the front yard or balconies. This includes, but not limited to worn or broken furniture, appliances, auto parts, camper shells, racks, or trailers filled with miscellaneous trash or personal possessions. This decreases the value of all properties in the subdivision.
- C. It is not the responsibility of the landscaper to remove Christmas trees, however arrangements may be made with them on a fee basis. Items being donated to charities are to be put out only on the day they pick them up.

Section 4: Owner's Failure to Maintain

~~If an owner fails to maintain the exterior of his home and garage as specified in Section 3 above, the Association shall maintain the exterior of said home and garage in accordance with its requirements and shall levy a special assessment against that lot to secure repayment for sums expended for such maintenance.~~

01/01/1999 Amended to Read:

Section 4: Building Maintenance

- A. Units are to be kept in reasonable condition, as determined by the majority vote of the Board of Directors, with regard to any and all exterior areas and surfaces of the property which can be seen from the street. If the property owner is unwilling or financially unable to do corrective work, the Board shall have the authority to contract the necessary work or improvements, and place a lien against the property to insure repayment to the Association. The property owner can also set up a repayment schedule.

Section 5: Maintenance of Front Yard Area by Association

The Association shall provide exterior maintenance for the Front Yard Area as follows: Lawns to be mowed weekly, weather permitting, and trimmed at edges as required to keep a neat appearance. Shrub beds to be kept free of weeds, yards to be fertilized once per quarter.

ARTICLE XI

POWERS AND AUTHORITY OF THE ASSOCIATION

The Association shall have all of the powers set forth in the Articles, together with its general powers as a non-profit association generally to do any and all things that an association

ARTICLE XI: POWERS AND AUTHORITY OF THE ASSOCIATION (continued)

organized under the laws of California may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By -Laws and in this Declaration of Restrictions, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Declaration of Restrictions and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners and their guests. Without in any way limiting the generality of the foregoing:

The Association shall have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration of Restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of the Declaration of Restrictions.

The Association may, from time to time, and subject to the provisions of this Declaration of Restrictions, adopt, amend and repeal rules and regulations, governing, among other things, signs, collection and disposal of refuse, and minimum standards of maintenance of property.

ARTICLE XII

MORTGAGE PROTECTION

No amendment to these Restrictions shall affect the rights of any Mortgagee who does not join in the execution thereof, provided that prior to recordation of such amendment his Mortgage is recorded.

By subordination agreement executed by the Association, the benefits of this Article may be extended to Mortgages not otherwise entitled thereto.

No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion, or bestow any rights of re-entry whatsoever, but, violation of any one or more of these covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, and by the Association, by action of any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE XIII

LIMITATION OF RESTRICTIONS ON DECLARANT

Declarant is undertaking the work of constructing residential dwellings and incidental improvements upon the Lots included within the subject property. The completion of that work and the sale, rental and other disposal of said residential units is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

Section 1: Completion of Work

Prevent Declarant, its contractors, or sub-contractors from doing on the Properties or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or

Section 2: Structures of Declarant

Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part or parts of the Properties, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease or otherwise, or

Section 3: Selling Activities of Declarant

Prevent Declarant from conducting on any part of the Properties its business of completing said work and or establishing said Properties as a residential community and disposing of said Properties in parcels or Lots by sale, lease or otherwise; or

Section 4: Signs of Declarant

Prevent declarant from maintaining such sign or signs on any of the Properties as may be necessary for the sale, lease, or disposition thereof.

Section 5: Creation of Easements

Declarant shall have the right at any time prior to acquisition of title by grantee to establish additional easements, reservations and rights of way to itself, its successors and assigns in any conveyance it or they may make of said property or any portion thereof. Declarant or the organization for whose benefit easements, reservations and rights of way have been established shall have the right at any time to cut and remove any trees or branches or any other unauthorized object from such easements, reservations, and rights of way.

ARTICLE XIV

ADDITIONAL PROVISIONS

Section 1: Mergers and Consolidations

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit organizations organized for the same purposes as this Association, provided that any such merger or consolidation shall have the written consent of all the members or the assent by vote of two-thirds of each class of members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty days in advance.

Section 2: Severability of Membership and the Association from Ownership of a Lot.

No purchaser or Owner of any Lot shall convey his interest in any such Lot without simultaneously conveying his interest in the Association and no member of the Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in the Association without at the same time conveying, selling and transferring his interest in the Lot to which his membership attached, and the membership be transferred only to a new Owner or purchaser of the Lot to which membership attached. Further, a tenant of an Owner shall not be a member of the Association, but the tenant or tenants of the Owner shall have the right to use, and access to, the facilities owned by the Association.

ARTICLE XV

TERMINATION OF ANY RESPONSIBILITY OF DECLARANT

If Declarant shall convey all of its right, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

ARTICLE XVI

REASONABLE ARRANGEMENTS – MEMBERS' MEETINGS

- (a) Regular meetings of members of the Association shall be held no-less frequently than once each calendar year at a time and place prescribed by the By-Laws. The first meeting of the Association, whether a regular or special meeting, shall be held within 45 days after the closing of the sale of the subdivision interest which represents the 51st percentile interest authorized for sale under the first public report for the subdivision,

ARTICLE XVI: REASONABLE ARRANGEMENTS – MEMBERS’ MEETINGS (continued)

but in no event shall the meeting be held later than six months after the closing of the sale of the first subdivision interest.

- (b) Meetings of Association members shall be held within the subdivision or at a meeting place as close thereto as possible. Unless unusual conditions exist, members meetings shall not be held outside of the county in which the subdivision is situated.
- (c) A special meeting of the members of the Association shall be promptly called by the governing body upon:
 - (1) The vote for such a meeting by a majority of a quorum of the governing body.
 - (2) Receipt of a written request therefore signed by members representing not less than 25% of the total voting power of the Association or by members representing not less than 15% of the voting power residing in members other than the subdivider.
- (d) Written notice of regular and special meeting shall be given to members by the governing body by any means which is appropriate given the physical setup of the subdivision. Except in emergency situations, at least 10 days notice of any meetings shall be provided. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the nature of the business to be undertaken.
- (e) (1) ~~A quorum for the transaction of business at a meeting of members of the Association through presence in person or by proxy shall be 51% of the total voting power of the Association.~~

07/11/2012 Amended to Read:

(e) (1) A quorum for the transaction of business at a meeting of members of the Association through presence in person or by proxy shall be 25% of the total voting power of the Association.

(e) (2) In the absence of a quorum at a members’ meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five days and not more than thirty days from the original meeting date. The quorum for such a meeting may be set by the governing instruments at a percentage less than that prescribed for a regular meeting, but it shall not be less than 25% of the total voting power of the association.

ARTICLE XVII

NO DIVISION OF INTERESTS

There shall be no judicial partition and/or subdivision of any one or more residence units, nor shall Declarant or any person acquiring any interest in the project or any part thereof seek any such judicial partition and/or subdivision thereof; provided, however, that, if any unit

ARTICLE XVII: NO DIVISION OF INTERESTS (continued)

ownership shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition which does not result in any physical partition.

ARTICLE XVIII

CONDEMNATION

If an entire unit, or so much thereof as to render the remainder unfit for use as a residence, is condemned or sold for a public or quasi-public use, the owner's membership in the Association shall terminate as of the last day of the month in which the condemner obtains the right of possession, or upon Owner's vacating the premises, whichever occurs last. If only a portion of such unit is taken and the remainder is fit for use as a residence, the owner shall continue to be a member of the Association. In any condemnation action involving an owner's unit, the Association shall have the right to seek compensation for any damages incurred by the Association.

Dated: May 15, 1980

EXHIBIT "A"

DESCRIPTION

Lots 1 through 7, inclusive and lots 8A, 8B, 9A, 9B, et seq., through 43A and 43B, inclusive, of Cirby Place as shown on the official map thereof filed in the office of the Placer County Recorder on November 14, 1979 in Book "M" of Maps, page 56.

(See original copy of AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Placer County Recorder Official Records volume number and page stamp)

DECLARATION OF ANNEXATION

(This instrument is being recorded to correct the recording references to the Amended Declaration of Covenants, Conditions, & Restrictions)

Buxton and Edwards, a partnership (hereinafter called "Declarant") is the owner of all that certain real property more particularly described as:

Lots 44A through 89B, inclusive, of Cirby Place Unit No. 2, as shown on the official map thereof filed in the Office of the Placer County Recorder on May 21, 1981 in Book "N" of Maps, page 19, hereinafter referred to as "Cirby Place Unit No. 2".

Declarant desires to annex Cirby Place Unit No. 2 to Cirby Place, as shown on the official map thereof filed in the Office of the Placer County Recorder on November 14, 1979 in Book "M" of Maps, page 56, hereinafter referred to as "Cirby Place", and to the Amended Declaration of Covenants, Conditions, and Restrictions, for Cirby Place recorded June 20, 1980 in Book 2268 Official Records, at page 177, Placer County Records (hereinafter called the "Cirby Place Restrictions"), and to Cirby Place Homeowners' Association, hereinafter referred to as the "Association", and Declarant desires to subject Cirby Place Unit No. 2 and each lot within said Cirby Place Unit No. 2 to all of the terms, provisions, covenants, conditions, and Restrictions of Cirby Place Restrictions and the By-Laws of the Association.

Declarant hereby makes the following declarations and certifications:

WHEREAS, Cirby Place Restrictions in Section 4 of Article VII provide for annexation of other residential property with the consent of two-thirds of each class of members and in Section 1 of Article XIV provide for consolidations of the Association with other non-profit organizations organized for the same purpose as the Association with the assent by vote of two-thirds of each class of members at a meeting duly called for this purpose held following at least thirty days advance written notice of said meeting; and

WHEREAS, a members' meeting of the Association of Cirby Place was set for **February 24, 1982**, and written notices of said meeting were sent to all members of the Association on **January 25, 1982**, and

WHEREAS, a quorum, as defined in the "Restrictions" was present at said members' meeting; and

WHEREAS, a vote was taken on the question, "shall Cirby Place Unit No. 2 be annexed to Cirby Place with the same Restrictions and By-Laws as Cirby Place and Cirby Place Homeowners' Association, and with one Homeowners' Association, as established by the original Restrictions for Cirby Place, representing and controlling all of the business of both Cirby Place and Cirby Place Unit No. 2 subdivisions?"; and

DECLARATION OF ANNEXATION (continued)

WHEREAS, the tally of votes of members present in person and by their proxy taken on said question was as follows:

Class "A" members of Cirby Place

For Annexation 50

Against Annexation 0

-

Class "B" Members of Cirby Place No Class B members at this time

For Annexation _____

Against Annexation _____ ; and

WHEREAS, First Commercial Bank, a California corporation (hereinafter called lender one) and New West Developers, a partnership (hereinafter called lender two), and the Declarant herein are the only persons having some right, title or interest in and to the real property included within the subdivision Cirby Place Unit No. 2; and

WHEREAS, said lender one and lender two hereby approve this annexation and have heretofore executed Subordination Agreements subordinating the lien of their respective deeds of trust to the original Restrictions of Cirby Place and to this Declaration of Annexation;

NOW THEREFORE, lender one, lender two and the Declarant hereby consent to the making and recordation of this Declaration and to the annexation of Cirby Place Unit No. 2 to Cirby Place as hereinbefore set-out.

CERTIFICATION AND RESOLUTION

The undersigned hereby certifies that:

- A. The notices of the member's meeting for the purpose of considering annexation of Cirby Place to Cirby Place Unit No. 2 were correctly sent more than thirty days in advance of the meeting; and
- B. The vote was correctly taken at said meeting and the results of said vote were as herein stated; and
- C. A resolution was passed by the Board of Directors of Cirby Place Association, as follows:

Resolved:

Cirby Place Unit No. 2 shall hereafter be annexed to Cirby Place with one common set of Restrictions and one common Homeowners' Association as defined in the Restrictions for Cirby Place; and

Resolved:

The Secretary of Cirby Place Homeowners' Association is authorized to execute any and all instruments on behalf of the Cirby Place Homeowners' Association in order to effect said annexation in the public records.

CIRBY PLACE HOMEOWNERS' ASSOCIATION

SIGNED BY: JOAN L. BEYSCHAU

DATED: APRIL 14, 1982

(See original copy of Declaration of Annexation for notarization of signature above and for notarized signatures of FIRST COMMERCIAL BANK, and NEW WEST DEVELOPERS)

BY-LAWS
OF
CIRBY PLACE HOMEOWNERS ASSOCIATION

Article I

NAME AND LOCATION

The name of the association is **CIRBY PLACE HOMEOWNERS ASSOCIATION.** ~~The principal office of the association shall be located at 1001 Parkview Drive, Roseville, CA 95678.~~
09/02/2022 Amended to read:

The principal mailing address for transactions of the association shall be PO Box 482, Roseville, CA 95661

Article II

DEFINITIONS

Section 1: "Association" shall mean and refer to the association named in Article 1 above, its successors and assigns.

Section 2: "Front Yard Area" shall mean and refer to that portion of a Lot exclusive of driveways, which lies between the sidewalk and the front line of the improvements formed by the exterior walls and fences abutting thereto which face the public street.

Section 3: "Declarant" shall mean and refer to the following designated person and/or entities, and any successor or assigns, if such successors or assigns should acquire any undeveloped portion of the subject property from the Declarant for the purpose of residential development. The names of each person and/or entity referred to herein as "Declarant" is:

CIRBY PLACE ASSOCIATES, A LIMITED PARTNERSHIP

Section 4: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the properties recorded in the office of the County Recorder in the County of Placer.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 6: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Article II: DEFINITIONS (continued)

Section 7: "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

Section 8: "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgage.

Section 9: "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10: "Properties" shall mean and refer to that certain real property described on Exhibit "A" of the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11: "Subdivider" shall mean and refer to the declarant.

Section 12: "Unit" shall mean and refer to a dwelling structure on a lot.

Article III

MEETING OF MEMBERS

Section 1: Regular Meetings

Regular Meetings of members of the Association shall be held not less frequently than once each calendar year at a time and place prescribed by the By-Laws. The first meeting of the Association whether a regular or special meeting shall be held within 45 days after the closing of the sale of the subdivision interest which represents the 51st percentile interest authorized for sale under the first public report for the subdivision, but in no event shall the meeting be held later than six months after the closing of the sale of the first subdivision interest.

Subsequent regular annual meetings of the members shall be held on the ~~fifteenth of each January~~ of each year thereafter, at the hour of 7:00 o'clock P.M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

05/09/2016 Amended to Read:

Permanently change the annual meeting to the 3rd Thursday in January.

Section 2: Place of Meetings

Meetings of Association members shall be held within the subdivision or at a meeting place as close thereto as possible. Unless unusual conditions exist, members meetings shall not be held outside of the county in which the subdivision is situated.

Article III: MEETING OF MEMBERS (continued)

Section 3: Special Meetings

A special meeting of the members of the Association shall be promptly called by the governing body upon a written request of 20% of the members.

Section 4: Notice of Meetings

Written notice of regular and special meetings shall be given to members by the governing body by any means which is appropriate, given the physical set up of the subdivision. Except in emergency situations, at least 10 days notice of any meeting shall be provided. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

Section 5: Quorum

~~(a) A quorum for the transaction of business at a meeting of members of the Association through presence in person or by proxy shall be 51% of the total voting power of the Association.~~

07/11/2012 Article XVI (e) (1) of CC&Rs Amended to Read and overrides the By-Laws:

A quorum for the transaction of business at a meeting of members of the Association through presence in person or by proxy shall be 25% of the total voting power of the Association.

(b) In the absence of a quorum at a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time but may not transact any other business. An Adjournment for lack of a quorum shall be to a date not less than five days and not more than thirty days from the original meeting date.

Section 6: Classes of Membership

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and 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.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Two years from the date of issuance of the most recent Public Report for a phase of the overall development, or
- (c) Not later than the second anniversary of the original issuance of the subdivision public report.

Article III: MEETING OF MEMBERS (continued)

Section 7: Proxies

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Article IV

ELECTION OF BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five directors, who need not be members of the Association. The directors shall be elected as follows: At the first annual meeting the members shall elect three (3) directors for a term of one year, and two (2) directors for a term of two years; and at each annual meeting thereafter the members shall elect directors to replace those whose terms have expired.

Any director may be removed from the Board, with or without cause, by a majority of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

06/30/2006 Amended to Read:

New State Senate Bill 61 – Chapter 450 – See attached.

02/28/2012 Amended to Read:

This amendment to the CC&Rs of the Cirby Place Homeowners Association revokes in its entirety the amendment to the CC&Rs referenced in document DOC-2006-0070361 which was filed in error. This amendment is effective as of the date of filing.

Article V

MEETINGS OF DIRECTORS

Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolutions of the Board. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Regular meetings of the Board shall be held at a time and at a place within the subdivision fixed by the Board from time to time. Notice of the time and place of such meeting shall be posted at a prominent place or places within the subdivision.

Article V: MEETINGS OF DIRECTORS (continued)

A special meeting of the Board may be called by written notice signed by the President of the Association or by any two members of the Board other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all Board Members and posted in a manner prescribed for notice of regular meetings not less than 72 hours prior to the scheduled time of the meeting.

Regular and special meetings of the Board shall be open to all members of the Association provided, however, that Association members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of the majority of a quorum of the Board.

The Board may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved in orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

06/30/2006 Amended to Read:

New State Senate Bill 61 – Chapter 450 – See attached.

02/28/2012 Amended to Read:

This amendment to the CC&R's of the Cirby Place Homeowners Association revokes in its entirety the amendment to the CC&R's referenced in document **DOC-2006-0070361** which was filed in error. This amendment is effective as of the date of filing.

Article VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers

The powers of the Board of Directors shall include, but not be limited to the following:

- (a) To Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Associations, or the Declaration.

Article VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS (continued)

- (b) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (c) Contracting for goods and/or services for the Association subject to the limitations set forth below.
- (d) Delegation of its powers to committees, officers, or employees of the Association as expressly authorized by the governing instruments.
- (e) Preparation of budgets and financial statements for the Association as prescribed in the governing instruments.
- (f) Initiation and execution of disciplinary proceedings against members of the Association for violations of provisions of the governing instruments in accordance with procedures set forth in the governing instruments.

The Board of Directors of the Association is prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider:

- (a) Entering into a contract with a third person wherein the third person will furnish goods or services for the owners' Association for a term longer than one year with the following exceptions:
 - 1. A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.
 - 2. Prepaid casualty and/or liability insurance policies of not to exceed three years duration provided that the policy permits for short rate cancellation by the insured.
- (b) Paying compensation to members of the governing body or to officers of the association for services performed in the conduct of the Association's business provided, however, that the board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 2: Duties

It shall be the duty of the Board of Directors to do the following:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:

Article VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS (continued)

- (1) Fix the amount of the annual assessment against each lot at least thirty (30) day in advances of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject Thereto at least thirty (30) days in advance of each assessment period; and
 - (3) Bring an action at law against the Owner personally obligated to pay assessments when such are delinquent for more than thirty (30) days.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment;
 - (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; and
 - (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

06/30/2006 Amended to Read:

New State Senate Bill 61 – Chapter 450 – See attached.

02/28/2012 Amended to Read:

This amendment to the CC&R's of the Cirby Place Homeowners Association revokes in its entirety the amendment to the CC&R's referenced in document **DOC-2006-0070361** which was filed in error. This amendment is effective as of the date of filing.

Article VII

OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers

The officers of this Association shall be a president, vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2: Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Article VII: OFFICERS AND THEIR DUTIES (continued)

Section 4: Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7: Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8: Duties

The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign written instruments and shall co-sign all checks and promissory notes.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such duties as required by the Board.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books on account; cause an annual audit of the Association's Books to be made, if required, at the completion of

Article VII: OFFICERS AND THEIR DUTIES (continued)

each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

06/30/2006 Amended to Read:

New State Senate Bill 61 – Chapter 450 – See attached.

02/28/2012 Amended to Read:

This amendment to the CC&R's of the Cirby Place Homeowners Association revokes in its entirety the amendment to the CC&R's referenced in document **DOC-2006-0070361** which was filed in error. This amendment is effective as of the date of filing.

Article VIII

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

06/30/2006 Amended to Read:

New State Senate Bill 61 – Chapter 450 – See attached.

02/28/2012 Amended to Read:

This amendment to the CC&R's of the Cirby Place Homeowners Association revokes in its entirety the amendment to the CC&R's referenced in document **DOC-2006-0070361** which was filed in error. This amendment is effective as of the date of filing.

Article IX:

BOOKS AND RECORDS

The membership register, books of account and minutes of meetings of the members, of the governing body and of committees of the governing body of the Association shall be made available for inspection and copying by any member of the Association – or by his duly appointed representative – at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the subdivision as the Board of Directors shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the member desiring to make the inspection.

Article IX: BOOKS AND RECORDS (continued)

- (b) Hours and days of the week when such inspection may be made.
- (c) Payment of the cost of reproducing copies of documents requested by a member.

Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

06/30/2006 Amended to Read:

New State Senate Bill 61 – Chapter 450 – See attached.

02/28/2012 Amended to Read:

This amendment to the CC&R's of the Cirby Place Homeowners Association revokes in its entirety the amendment to the CC&R's referenced in document **DOC-2006-0070361** which was filed in error. This amendment is effective as of the date of filing.

Article X:

BUDGETS AND FINANCIAL STATEMENTS

Financial Statements for the Association shall be regularly prepared and copies shall be distributed to each member of the Association as follows:

- (1) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than 60 days before the beginning of the fiscal year.
- (2) A balance sheet – as of an accounting date which is the last day of the month closest in the time to six months from the date of closing of the first sale of an interest in the subdivision and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the subdivision interest and the name of the entity assessed.
- (3) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed within 90 days after the close of the fiscal year.

An external audit shall be required for fiscal-year financial statements (other than budgets) for any fiscal year in which the gross income to the Association exceeds \$75,000.00.

Article XI:

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum and the

Association may bring an action at law against the Owner personally obligated to pay the same and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. ~~Assessments shall NOT be a lien against the real property.~~

11/4/1998 AMENDED TO READ:

"Assessments shall be a lien against the real property."

Article XII

AMENDMENTS

Amendments of these by-laws shall require the vote or written assent of:

- (1) At least a bare majority of a quorum, but not more than a bare majority of the voting power of the Association; and
- (2) At least the bare majority of the votes of members other than subdivider.

Article XIII

CONDEMNATION

If an entire unit, or so much thereof as to render the remainder unfit for use as a residence, is condemned or sold for a public or quasi-public use, the owner's membership in the Association shall terminate as of the last day of the month in which the condemner obtains the right of possession, or upon owner's vacating the premises, whichever occurs last. If only a portion of such unit is taken and the remainder is fit for use as a residence, the owner shall continue to be a member of the Association. In any condemnation action involving an owner's unit, the Association shall have the right to seek compensation for any damages incurred by the Association.

Article XIV

INTERPRETATION

In the case of any conflict between the Articles of Association and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Dated: May 15, 1980

Signed by: Earl Eugene Edwards
CIRBY PLACE ASSOCIATES,
A Limited Partnership

Exhibit "A"

DESCRIPTION

Lots 1 through 7, inclusive and lots 8A, 8B, 9A, 9B, et seq., through 43A and 43B, inclusive, of CIRBY PLACE as shown on the official map thereof filed in the office of the Placer County Recorder on November 14, 1979 in Book "M" of Maps, Page 56.

**ARTICLES OF ASSOCIATION
OF
CIRBY PLACE HOMEOWNERS ASSOCIATION
(An Unincorporated Association)**

ARTICLE I

NAME

The name of this Association is CIRBY PLACE HOMEOWNERS ASSOCIATION.

ARTICLE II

PRINCIPAL OFFICE

~~The principal office for the transaction of business of the Association is located at 1001 Parkview Drive, Roseville, CA 95678~~

09/02/2022 Amended to read:

The principal mailing address for transactions of the association shall be PO Box 482, Roseville, CA 95661.

ARTICLE III

NON-PROFIT

This Association is organized as a non-profit Association and it is not incorporated.

ARTICLE IV

PURPOSES

This Association does not contemplate pecuniary gain or profit to the members thereof, and is organized for the purposes of improving the appearance of the community hereinafter described, providing for maintenance and architectural control of the residence units. The

Article IV: PURPOSES (continued)

property to which this Association pertains is described in **Exhibit "A"**, which is attached hereto and incorporated herein.

In furtherance of said purposes, this Association shall have power to:

- a. Perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions (hereinafter called "the Declaration") applicable to the property and recorded or to be recorded in the office of the County Recorder in Placer County, California.
- b. Fix, levy, collect, and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association.
- c. By vote or written consent of two-thirds of the members, this Association shall have power to:
 1. Acquire (by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
 2. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed for debts incurred.
 3. Participate in mergers and consolidations with other nonprofit Associations organized for the same purpose.
 4. Act as Grantor or grantee of easements or rights of way in neighboring residential properties and common area.
- d. Have and to exercise any and all powers, rights, and privileges which an unincorporated association may now or hereafter have or exercise.
- e. Notwithstanding any of the above statements or purposes and powers, this Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Association.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any unit and contract buyers of any unit which are subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an

ARTICLE V: MEMBERSHIP (continued)

obligation. Membership shall be appurtenant to and may not be separate from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VI

MEMBERSHIP VOTING

Upon the commencement of this Association there shall be two classes of voting membership:

Class A: Class A Members shall be all Owners with the exception of each person and/or entity designated as the "Declarant" under the said Declaration of Covenants, Conditions, and Restrictions, and said Class A 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.

Class B: The Class B member shall be said Declarant and it shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal to the total votes outstanding by the Class B membership or
- (b) Two years from the date of the issuance of the most recent Public Report for a phase of the overall development, or
- (c) Not later than the second anniversary of the original issuance of the subdivision public report.

When said Class B memberships cease and are converted to Class A memberships, all owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five directors who shall be elected annually. The directors need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

ARTICLE VII: BOARD OF DIRECTORS (continued)

<u>Name</u>	<u>Address</u>
Earl Eugene Edwards	7844 Madison Ave – Suite 111 Fair Oaks, California 95628
Donald M. Buxton	7844 Madison Ave – Suite 111 Fair Oaks, California 95628
Wayne H. Burd	1001 Parkview Drive Roseville, California 95678
Ken Skarg	5159 Ridgeway Way Fair Oaks, California 95628

ARTICLE VIII**DEDICATION OF PROPERTY**

The property of this Association is irrevocable dedicated to the specific and primary purposes set forth in **Article IV** and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer, or member thereof, or to the benefit of any private person. Upon the dissolution or winding up of the Association, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which this Association was created. If such distribution is refused acceptance, such assets shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for purposes similar to the specific and primary purposes set forth in **Article IV** above, which has established its tax exempt status under Section 501 (d) (3) of the Internal Revenue Code.

ARTICLE IX**TERM**

The Association shall exist perpetually.

ARTICLE X

AMENDMENT

Amendment in these Articles shall require the vote or written assent of:

- a. At least a bare majority of the voting power of the Association; and
- b. At least a bare majority of the votes of the members other than the subdivider of the real property to which the Association pertains.

Dated May 15th, 1980 and Signed by all members listed in ARTICLE VII.

EXHIBIT "A"

DESCRIPTION

Lots 1 through 7, inclusive and lots 8A, 8B, 9A, 9B, et seq., through 43A, and 43B, inclusive, of Cirby Place as shown on the official map thereof filed in the office of the Placer County Recorder on November 14, 1979 in Book "M" of Maps, page 56.