

RECORDING DEPARTMENT OF

GRANTOR

MAR 15 1 50 PM '89

LAKE COUNTY RECORDER
GENERAL OFFICE
COUNTY RECORDER

R	10
M	1
GC	8
LN	
CO	

m.f.

KONO TAYEE

Estates

The Finest on Clear Lake

COVENANT, CONDITIONS AND RESTRICTIONS

Revised on October, 1988

**PROTECTIVE COVENANTS TO BE INCLUDED
IN KONO-TAYEE ESTATES DEED**

The undersigned owners of Real Property hereby agree between themselves and their successors in interest and all other owners of Real Property who shall become parties hereto in the manner hereinafter specified, and their successors in interest, as follows:

1 - It is the purpose of these restrictions to insure the most appropriate development and improvement of the property subjected thereto, to protect the owner of any portion thereof against improper or undesirable use of any other portion thereof, to the end that the monetary and aesthetic value of all said property may be maintained.

2 - No building or structure shall be designed or used for any purpose other than that of a single family dwelling house with the exception of Lots 63 and 64 as shown on the Kono Tayee Estates map. HOWEVER, concurrently with or subsequent to the construction of such dwelling house, a garage (either separate from or attached to said dwelling house) and other out-buildings customarily appurtenant to a single family dwelling house may be erected, for the sole use of the occupant of said dwelling house and for no other purpose. No retaining walls may be built unless good cause is shown, subject to the following:

- a) Boat ramps, boat houses, piers and retaining walls may be build on Lots 1 through 26 only after written approval of plans, prior to construction, by the Homeowners of Kono Tayee Estates, hereinafter called the CORPORATION.
- b) Floating piers and retaining walls may be built on Lots 27 through 61 and Lots 125 through 129 (Lots A, B, C, D, E, F) only after written approval of plans by the Corporation, prior to construction.
- c) No retaining walls may be built on Lots 62 through 69.
- d) No construction of any kind, including the building of fences, shall commence until receiving a written permit from the Corporation. Construction shall be limited to the approval contained in said permit.
- e) No more than one single family dwelling house, together with appurtenant out-structures shall be erected, placed or maintained on any one lot.
- f) All houses shall contain a minimum of 1000 square feet, excluding garage. No structure shall contain any glaring metal or glaring substance in roof covering.
- g) Two story buildings may be built only on Lots 70 through 91 and Lots 125 through 129 (Lots A, B, C, D E, F) pursuant to the current Lake County Building Code (uniform building code section) as it defines a two story structure.

BOOK 1453 Page 656

3 - No dwelling house, garage, out-building or other construction shall be erected, place or maintained upon any lot or building site nor shall any substantial alteration thereof be made to the exterior of any such structure, unless prior to the commencement of any such construction one set of complete plans and specifications thereof, including plot plan showing location of structure and location of existing trees, shall first have been submitted for approval and permit in writing is issued by said Corporation. Such structure shall be placed and maintained in strict conformity with such plans and specifications so approved, except that the interior design may be modified without the consent of said Corporation. The exterior color of any structure shall be specified on the plans and specifications and shall be subject to the approval of said Corporation. The color of the exterior of any such structure shall not be changed without the written consent of said Corporation.

All structures erected upon any real property subject to these restrictions shall conform to any set-back lines established by the current Lake County Building Codes for R1 Zoning [Section 21-42.8 (B)].

- a) All structures, modifications and improvements thereof to which a permit has been issued as herein above provided, shall be completed with due diligence in accordance with such a permit. The exterior to be finished, painted and suitable landscaping shall be completed within 6 months.
- b) No septic tanks shall be installed upon any building site.

4 - All trees upon said property shall be maintained in their natural growth condition, or as near as is reasonable possible. In no event shall trees of a diameter of 6" or more measured 12" above the ground, be cut, destroyed, trimmed except for minor pruning, without first obtaining the written consent of the Corporation. Violation of this provision shall subject the responsible owner to a special assessment of \$1,000.00, or the expense to the Corporation of replacing or repairing the damage if correction is possible.

- a) No tents or temporary dwellings may be placed on vacant lots. Trailers (boat and utility) and all recreational vehicles may be stored on an owner's property provided that they are off the roadway and do not constitute a hazard to the community. RV's may be used in the Kono Tayee Estates by owners and guests within the guide lines and special regulation established by the Corporation and provided that their use is not in conflict with County Fire Codes or County Ordinances.
- b) All lots shall be kept and maintained in a clean, neat and orderly condition. The property owner is responsible for cutting weeds over 6" high, removal of trash or cuttings. The Corporation will notify the property owners in writing to comply within 25 days. If an owner fails to comply, the Corporation will have the work done and the owner will be assessed for costs plus a service charge. This includes canal banks and beach fronts.

5 - No animals, as defined in Lake County R1 Zoning Code, except domestic pets in reasonable numbers as determined by said Corporation, shall at any time be kept or maintained on real property subject to these restrictions.

6 - Lots 63 and 64 as shown on said Subdivision Map shall be used only for recreational purposes, but any structure or structures of any kind may be placed on said lots, such as a club house, playground equipment, piers, boathouses, etc., which said Corporation may determine to be desirable for recreational use by the owners of lots and building sites within said Subdivision and said Corporation may establish such reasonable rules and regulations as it may so desire which will be conducive to the proper regulation of the use of said land for recreational purposes.

7 - These restrictions shall apply to and are hereby imposed upon those certain parcels of real property situated in the County of Lake, State of California, and Moore particularly described in the Kono Tayee Estates Map hereto attached.

PROVIDED, HOWEVER, that these restrictions may be extended in whole or in part, to any other real property in the County of Lake, State of California, at any time by an instrument duly executed by the owners of record of such other real property by the Corporation, and such extension shall take, apply and be imposed upon said other real property upon the recording of such an instrument in the office of the County Recorder of said County.

8 - The Corporation shall have the power from time to time.

- a) To levy special assessments against each building site. "Building site" is hereby defined as being any lot shown on the Kono Tayee Estates map, with the exception of Lots 63 and 64 and the area reserved for Homeowners facilities. If a dwelling occupies one lot and a portion of an adjacent lot the parcel will be considered as only one building site subject to one assessment and entitled to only one vote.
- b) Special assessments may be used for the following purposes:

To reimburse the corporation for the cost to the corporation of the prevention or abatement of any nuisance or any other condition on a building site in violation of these restrictions.

To raise funds for the acquisition of real property to be used as "common area" as such terms are defined in Article II, Section 3, of the by-laws of Home Owners of Kono Tayee Estates.

To defray the cost of maintenance of the canal (parcel)

B), non-county roads within the Kono Tayee Estates post office box area, and 5 mph buoys.

To fund reserve accounts to be used to defray unanticipated costs relative to any of the above purposes.

Each assessment shall become a lien upon the building site against which the same is assessed immediately upon the filing of a notice of such lien, signed by an officer of said Corporation and with proper acknowledgment of such officer's signature, in the Office of the County Recorder of the County of Lake. All assessments shall be payable upon dates determined by said Corporation, and if not so paid, shall be subject to such delinquent penalties as may be determined by said Corporation, not to exceed 50 percent of the amount of such assessments for each year of delinquency.

9 - All of the covenants, conditions and restrictions set forth herein shall run with the land and each and every part thereof, shall constitute equitable servitude's upon said land and each and every part thereof and shall continue full force and effect until a written agreement executed by not less than two thirds (2/3rds) of the then owners or contract purchasers then subject thereto shall be placed or record in the Office of the County Recorder of Lake County, California, in which such agreement any or all of the covenants, restrictions or reservations herein contained may be changed, modified, waived or extinguished, in whole or in part, as to all or any of the property then subject thereto.

10 - Any or all of the provisions of this Declaration of protective covenants may be enforced by any owner or contract purchaser of real property subject thereto, or by the aforesaid Corporation, by action for injunction, damages, or other relief authorized by law.

In the event of institution of such proceedings in law or in equity resulting in any judgment against a violator or attempted violator, then the court in which such action or proceedings is instituted shall require the person or persons in violation or attempting to violate any covenant, condition or restriction contained herein, to pay to the other party to such proceeding or action a reasonable attorney's fee as may be incurred by the latter in such proceeding or action.

11 - No breach of any of the covenants, conditions and restrictions herein contained shall defeat, affect or impair the priority or lien of any mortgage or deed of trust at any time made in good faith for a valuable consideration upon said property or any part thereof, but the rights and remedies herein may be enforced against the owner, subject to said mortgage or deed of trust.

12 - In the event any covenant, conditions and restrictions herein contained or part thereof shall, for any reason, be held to be invalid or unenforceable, in whole or in part, by any

order, judgment or Decree of any Court, then such decision shall in no wise affect the validity of any of the other covenants, conditions and restrictions or part thereof, herein contained.

13 -

- a) The undersigned agree to grant and convey to said Corporation or Special district, when formed, an easement for construction and maintenance of any and all utilities, over all roadways shown on said map.
 - b) The undersigned further reserve a strip of land five (5) feet in width between the sides of Lots 8 and 9 which shall be used for a pathway, pipeline and pump by owners within said subdivision.
14. This document reflects the Covenants, Conditions, and Restrictions of the Kono Tayee Homeowner's Association as revised from those reflected in Book 467, Page 517 in the Office of the County Recorder, County of Lake, California. This revision is a result of more than 75% of the Kono Tayee Homeowners affixing their signatures to a copy of the ballot attached to the revised Covenants, Conditions, and Restrictions and thereby reflecting their agreement thereto.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned members of the Kono Tayee Homeowner's Association Board of Directors on behalf of the Homeowner's to take effect upon the recordation thereof in the Office of the County Recorder of Lake County, California.

By _____
Neo J. Corsini, President
by _____
Dr. Leo Melcher, Vice President
by _____
Ted Blunier, Treasurer
by _____
Dorothy Atteberry, Secretary

Kono by _____
Cliff Perry, Director

Signatures are on file with county and
Tayee Association

BOOK 1453 PAGE 660

On this 14th day of March in the year 1989,
before me, the undersigned, a Notary Public in and for
said State, personally appeared

Neo J. Corsini, President Dorothy Attebery, Secy.
De Leo Melcher, Vice Pres. Clifford L. Peary, Director
Theresa D. Blumler, Treas.

personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons who executed
the within instrument on behalf of the Corporation
therein named, and acknowledged to me that the Corporation
executed it.



WITNESS my hand and official seal.

Connie R. Heer
Notary Public in and for said State.

BOOK 1453 PAGE 661

LAW OFFICES

APPENDIX A

CRUMP, BRUCHLER AND CRUMP

A PROFESSIONAL CORPORATION

FREDRIC S. CRUMP
BRUCE B. BRUCHLER
EDWARD H. LA VELLE, III

PHILIP C. CRUMP (1907-1971)

1175-C NORTH MAIN STREET
P. O. BOX 489
LAKEPORT, CALIFORNIA 95453
TELEPHONE (707) 263-8607

February 3, 1989

Dr. Leo Melcher
Chairman, Revision Committee
Homeowner's Association of Kono Tayee
S. R. 7897 Richard Drive
Lucerne, California 95458

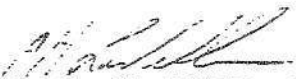
Dear Dr. Melcher:

This is to certify that the law firm of Crump, Bruchler and Crump received the election ballots pertaining to the CR&R revision, and in conjunction with Mr. William Atteberry, Mrs. Dorthy Atteberry, Mr. Edwin Hanke, and Mr. Willis Foley tallied the ballots, computed the total square foot allowance for both the "yes" votes and the "no" votes, determined the percentage necessary to carry the election, and determined the Association's members' decision.

The total square footage voted against the revision was 234,430. The total square footage voted in favor of the revision was 770,170. The total square footage was determined to be 1,004,600. Seventy-five percent of the total square footage, which is necessary in order to carry the election, was determined to be 753,450. Thus, it was determined that the CR&R revision was passed.

The ballots and the document which identifies the square footage of each lot shall be maintained in a closed file by this office.

Sincerely,


E. H. LA VELLE, III
For the Firm

RECORDED
RR-7-89

EHL/cc

BOOK 1453 PAGE 662

When Recorded Mail To:

Home Owners of Kono Tayee Estates
897 Richard Drive
Ucerne, CA 95458

DOCUMENT NUMBER

95-019904

R	5
M	3
ST	2
GC	3
LN	
CO	

RECORDED AT REQUEST

Amended

95 DEC -7 PM 3:51

LAKE COUNTY
ASSESSOR-RECORDER
DAN L. IRWIN

AMENDMENT TO
COVENANTS, CONDITIONS & RESTRICTIONS

HOME OWNERS OF KONO TAYEE ESTATES

Pursuant to California Civil Code S1355, the Home Owners of Kono Tayee Estates has amended the Covenants, Conditions and Restrictions, herein referred to as "Declaration," as recorded in the office of the Lake County Recorder in Book 1453 at Pages 655 through 662 of the Official Records of the County of Lake.

As the elected President and Board Members of the Home Owners of Kono Tayee Estates, Incorporated, we declare that the amendment has been approved by not less than two-thirds (2/3rds) of the members of the Home Owners of Kono Tayee Estates affixing their signatures to a copy of a statement of approval document, in the form of a membership vote affirming the amendment as follows:

An Owner shall be entitled to rent the dwelling house situated on the Owner's Lot subject to and limited to residential use, provided, however, that the term of said rental or leasing contract shall not be for a term of less than thirty (30) days. Any month to month rental or leasing contract shall be in writing, shall provide that the lease or rental is subject to the Declarations, By-Laws, Articles of Incorporation, Guidelines, Rules and Regulations and shall provide that any failure to comply with any provisions of the Declaration shall be a default under the terms of the rental or lease agreement. Each Tenant or Lessee shall be provided with a copy of this Declaration by the Owner that is renting or leasing. The Owner shall at all times be responsible for their Tenant's or Lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the dwelling house.

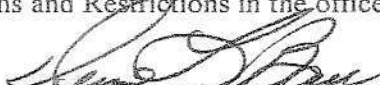
When recorded, please return copy to: Home Owners of Kono Tayee Estates
7897 Richard Drive
Lucerne, California 95458

Please include Notary Acknowledgment as a recorded document.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned members of the Corporation Board of Directors on behalf of the Home Owners of Kono Tayee Estates to take effect immediately upon recordation of the revised Covenants, Conditions and Restrictions in the office of the Lake County Recorder.


12-2-95

Date


D. Lynn Baer, President

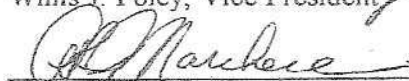
12-2-95

Date


Willis J. Foley, Vice President

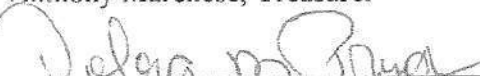
12-2-95

Date


Anthony Marchese, Treasurer


12-2-95

Date


Debra Pryor, Secretary

12-2-95

Date


Ray Thomson, Director

The page to which this document is attached does not contain reference to a legal description. This page is attached to provide such reference to legal description, and the authority to make such attachment has been made by D. Lynn Baer, President, and Willis J. Foley, Vice President, of the Home Owners of Kono Tayee Estates to me, Douglas G. Kues, Notary Public.

THIS COVENANT, CONDITION, AND RESTRICTION AMENDMENT SHALL APPLY TO AND IS HEREBY IMPOSED UPON THOSE CERTAIN PARCELS OF REAL PROPERTY SITUATED IN THE COUNTY OF LAKE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS LOTS 1 THROUGH 124 OF KONO TAYEE ESTATES IN BOOK 8, PAGES 52 AND 53 OF MAPS AS RECORDED JULY 19, 1965 AND AS EXTENDED TO INCLUDE LOTS 125 to 129 AS DESCRIBED IN BOOK 1043 AT PAGES 229 TO 240 OF OFFICIAL RECORDS AS RECORDED JUNE 3, 1980 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LAKE.

12.2.95 Douglas G. Kues
Date Douglas G. Kues

STATE OF CALIFORNIA
COUNTY OF LAKE } SS

ON THIS DATE OF Dec. 2, 1995, BEFORE ME, DOUGLAS G. KUES, NOTARY PUBLIC, PERSONALLY APPEARED D. Lynn Baer, Willis J. Foley, Anthony Marchese, Debra Pryor, and Ray Thomson PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE ATTACHED INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Douglas G. Kues
DOUGLAS G. KUES, NOTARY PUBLIC

DOUGLAS G. KUES
Comm. # 1045454
NOTARY PUBLIC - CALIFORNIA
Lake County
My Comm. Expires Nov. 20, 1998

KONO TAYEE

Estates

The Finest on Clear Lake

COVENANT, CONDITIONS AND RESTRICTIONS

Revised on January 21, 1998

11

11
