

**Restated Declarations of Restrictions, Conditions,  
Covenants, Charges and Agreements Affecting  
Real Property in Buckingham Park**

**Units/Subdivisions/Maps/Tracts/Lots Affected:**

**Mt. Konocti Golf and Country Club Subdivision Unit 1  
Mt. Konocti Golf and Country Club Unit 2  
Mt. Konocti Golf and Country Club Subdivision Unit 3  
Buckingham Park Subdivision No. 1  
Buckingham Park Subdivision No. 3  
Buckingham Park Unit 5  
Buckingham Cove Subdivision  
Nock Subdivision, Buckingham Park**

**PREAMBLE**

THIS RESTATED DECLARATION is made and dated the 28<sup>th</sup> day of August 2003, by the BUCKINGHAM HOMES ASSOCIATION, LTD., a California corporation ("Association").

WHEREAS, The Association is the successor in interest to Buckingham Colonies, Ltd., a California corporation ("Buckingham Colonies"); and

WHEREAS, the Association (and its predecessor, Buckingham Colonies) was formed to administer and manage the common rights and duties of lot owners within the boundaries of that area within Lake County commonly known as Buckingham Park, which area is more specifically described on attached Exhibit "A"; and

WHEREAS, the Association has as its members every owner of a lot in said Buckingham Park; and

WHEREAS, the Association has among its objectives the enforcement and administration of the provisions of this Restated Declaration and the protection of the rights and privileges of all the owners of the lots within said Buckingham Park; and

WHEREAS, this Restated Declaration is intended to cover and in fact does cover and apply to any and all subdivisions, units, lots, tracts, parcels, maps and other real property included within the boundaries of said Buckingham Park as the same is more specifically identified on attached Exhibit "A" (collectively hereafter the "Buckingham Park Lots"); and

WHEREAS, this Restated Declaration is intended to and hereby does supersede the previously recorded predecessor versions hereof also identified on attached Exhibit "B" as to all such Buckingham Park lots; and

NOW THEREFORE BE IT RESOLVED THAT all Buckingham Park lots, however appearing on the maps, real property and other descriptive information referred to on Exhibit "A", are held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the restrictions, conditions, covenants, and charges contained in the attached Restated

Declaration and the same shall be deemed agreements between the Association and the owners of said lots, and between the owners of said lots as between themselves and their heirs, successors and assigns.

RESOLVED FURTHER that the Declaration of Restrictions Affecting Real Property known as Buckingham Park, in the County of Lake, California, Document Number 93-008032, in the records of Lake County, California on April 28, 1993, as amended from time to time thereafter (the "1993 Declaration as amended"), and all deeds and other instruments that refer to and incorporate any of the provisions of said 1993 Declaration, be and the same are hereby amended by deleting said 1993 Declaration in its entirety, and substituting in its place this Restated Declaration of Conditions, Covenants, Charges and Agreements Affecting Real Property in Buckingham Park as attached hereto.

RESOLVED FURTHER that it is the intent of the Association that the attached Restated Declaration shall not only supersede the 1993 Declaration as amended, but shall also supersede (a) all prior recorded versions and amendments referred to in said 1993 Documentation, and in addition (b) any other recorded versions and amendments of said 1993 Declaration, whenever adopted or recorded, relating to any and all Buckingham Park lots; including without limitation those versions and amendments described on attached Exhibit "B".

**CLAUSE I  
DURATION OF RESTRICTIONS, ETC.**

All of the restrictions, conditions, covenants, charges and agreements set forth in this Declaration shall affect all and each of the lots delineated on said maps and shall run with the land and shall exist and be binding until the first day of July, 2051.

All of the said restrictions, conditions, covenants, charges and agreements are made for the direct and mutual and reciprocal benefit of each and every lot shown on said maps, and are intended to create mutual equitable servitudes upon each of said lots in favor of every other lot shown on said maps and to create reciprocal rights between the respective owners of all of the lots shown on said maps, and to create a privity of contract or estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owner of each lot in said tract, his heirs, successors or assigns, operate as covenants running with the land for the benefit of all other lots in said tracts and their owners.

**CLAUSE II**

(Deleted previously)

**CLAUSE III  
BUSINESS LOTS**

Only the lots at the following locations, and which are appropriately zoned for commercial purposes by the County of Lake, may be used for business purposes:

*2800 Eastlake Drive                      APN: 044-223-12*

*2845 Eastlake Drive                      APN: 044-221-15*

*2870 Eastlake Drive                      APN: 044-223-11*

*2881 Eastlake Drive                      APN: 044-221-14*

Thereupon there may be conducted, carried on, or maintained on any of said lots any lawful business, subject to the provisions of any federal or state law or ordinance of the County of Lake. Provided that any structure erected on any of said lots for said purposes must be of substantial construction, good and sightly design, and first-class finish, and provided further that before erecting any such structure full plans and specifications therefore shall be prepared, submitted and approved as hereinafter set forth. Provided further that no dog kennels, nor any obnoxious thing, nor noxious trade, or noxious business or use of the property whatsoever shall be permitted or maintained thereon, and that no nuisance shall be permitted or maintained thereon. Provided further that the occupants of said property for business use shall keep the same and the land whereon the same is situated (front, sides, and rear) in neat condition and shall not permit or maintain the deposit of rubbish, debris, or other unsightly thing thereon.

#### **CLAUSE IV RESIDENTIAL LOTS**

The use and occupation of all lots not described in Clause III is restricted absolutely to residential purposes. All such lots will be designated and referred to in this Declaration as "residential lots", except Lot number 1 in Block "G" prior to future subdivision of that lot. When Lot number 1 in Block "G" is subdivided each lot created by that subdivision shall thenceforth be deemed and considered as a single residential lot with respect to all of the provisions of this Declaration.

There shall not be constructed on any of said residential lots any hotel, boarding of lodging house, or any store or building used or to be used for mercantile or any other business or gainful purpose nor shall any building be erected thereupon excepting only a single family residence or dwelling house, to be constructed in conformity with the provisions of this Declaration, and the outbuildings hereinafter permitted. Nor shall any commercial or industrial equipment be stored or parked on any lots.

A business or gainful activity may be maintained or carried on a residential lot provided that any such activity fully conforms to the following terms and conditions:

- (a) The business shall be strictly secondary and subordinate to the principle residential use and shall not change or detrimentally affect the residential character of the dwelling, premises, or neighborhood.
- (b) The business shall not require any structural alterations of the residential dwelling nor the construction or alteration of any accessory structures.
- (c) The business shall be conducted solely by the dwelling occupant(s), and no on-site employees shall be connected with the business.
- (d) Pick-up and deliveries to the premises by commercial carrier are limited to five per week and only between the hours of 8:00 a.m. and 8:00 p.m. and for no more than one hour at a time.
- (e) The business shall not create any nuisance to the neighbors, such as radio or television interference, noise, odors, or on-street parking.
- (f) There shall be no outdoor storage of materials or supplies related to the business.
- (g) No business related signs shall be permitted.
- (h) In addition to the on-site parking required for the principal residential use, on-site parking shall be provided for any vehicle connected with the business.

#### **CLAUSE V RESERVATION OF RIGHTS**

Buckingham Homes Association, Ltd. reserves to itself, its successors and assigns the right to use or to sell or lease any portion of Lot 5 in Block "X", and of Lot 7 in Block "Y", for the construction and maintenance of clubhouses, docks, bathing beaches, picnic grounds, or other places of recreation and resort, with the appurtenances, appliances, and structures therefor.

#### **CLAUSE VI RESTRICTIONS ON BUILDINGS**

ARCHITECTURAL GUIDELINES: The Architectural Control Committee may, subject to review and approval by the Board of Directors, from time to time adopt, amend, and repeal said guidelines and regulations to be known as "Architectural Guidelines". Said guidelines shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for the review and approval of proposed improvements and guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes,

And materials, and similar features which are recommended for use within the properties, provided that said guidelines shall not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Guidelines and this Declaration, the Declaration shall prevail.

Every building constructed on any lot shall have not less than 1600 square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports, and other buildings) and shall be of such character and design that the Architectural Control Committee shall approve plans and specifications. No building shall be occupied without the completion and approval of the County of Lake of the septic tank or other sewage disposal plan and installation.

All plans and specifications for any building, swimming pool, fence, wall, or any other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any tree removal in site preparation for a new building or structure, any changes or additions thereto after the initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structure on any lot shall be subject to and shall require the approval in writing before any such work is commenced, of the Architectural Control Committee, as the same is from time to time comprised. The Committee shall be comprised of at least three (3) members of Buckingham Homes Association, Ltd., to be appointed initially and as vacancies occur by the Board of Directors of Buckingham Homes Association, Ltd., with at least one member of the Board of Directors on such Committee. The Buckingham Homes Association Board of Directors shall be responsible for selecting members to the Architectural Control Committee and for selecting a Chairperson. If there is an extended absence of the selected Chairperson, the Board of Directors will appoint a new or temporary Chairperson so that there will be no undue time delay.

The Committee may appoint advisory members from time to time to advise it on matters pertaining to the subdivision. There shall be submitted to the Committee three (3) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lots of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed colors schemes for roofs and exteriors thereof.

The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. Committee approval shall be indicated on the plans of the owner/builder to be submitted to the County of Lake by joint signatures of the Chairperson and at least one other Committee member. The Committee shall have the right to disapprove any plans, specifications, or details submitted to it as aforesaid in the event such plans, specifications, and details are not in accordance with all the provisions of this Declaration, if the design or color schemes of the proposed building or other structure are not in harmony with the general surroundings of such lot or with the adjacent buildings or structure, if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specification or details, or any part thereof, to be contrary to the interests, welfare, or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Committee.

Should such plans and specifications be disapproved, the owner shall be entitled to appeal such denial to the Board of Directors of Buckingham Homes Association, Ltd., and that Board shall have the final decision.

Neither the Committee nor the Board of Directors of Buckingham Homes Association, Ltd. shall be responsible in any way for any defects in any plans or specifications submitted, revised, or

approved in accordance with this section, nor for any structural or other defects in any work done according to such plans and specifications.

The Board of Directors of Buckingham Homes Association Ltd. shall have ultimate authority to determine the interpretation of the environmental control and architectural control guidelines contained in this Declaration, the policies and regulations and other governing instruments of the Association.

(a) In addition to the residence or dwelling house above mentioned it shall be lawful for the owner or purchaser to build on the same residential lot, simultaneously with the construction of said residential lot or thereafter, a private garage for the sole use of the occupants of said lot; also guest cottage or the like, provided: that the same may not be rented or let for hire or occupied by any person for hire, that is to say: the renting of rooms for hire or the keeping of any boarding and/or lodging house on any residential lot is absolutely prohibited hereby.

(b) There may also be erected thereon a tennis court and improvements of an ornamental character, e.g., greenhouses, gazebos, etc.

The provisions of Clause VI and above paragraphs as to submission of plans and the obtaining of approval from the Architectural Control Committee thereof shall also apply to any structures mentioned in paragraphs above. None of the buildings mentioned in this paragraph (a) and (b) may be completed, occupied, or resided in, in advance of the completion of the dwelling house mentioned in Clause VI.

(c) No fence enclosing any lot, in whole or in part, shall be constructed until plans and specifications therefore have been submitted to the Architectural Control Committee and approved as in the case of any of the improvements herein mentioned. Such fences shall not exceed six feet (6') in height, and be of an acceptable design consistent with the BHA "Architectural Guidelines".

(d) No structure of a temporary character shall be placed on any lot without the express approval of the Architectural Control Committee such structures shall include but not be limited to mobile homes, out-buildings, garages, barns and sheds. In no case, shall any temporary structure be used as a residence. The Architectural Control Committee may grant permission for temporary structures to be used for storage of materials during construction. Recreational Vehicles, Campers and Boats may not be used as a residence.

(e) The Architectural Control Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of height, size, and setback requirements may be granted hereunder.

Upon an application for variance, the Architectural Control Committee shall give written notice to the record owners of all lots within a 500-foot radius of the applicant. Any objection must be in writing and submitted to the Architectural Control Committee within fifteen (15) days of receipt of such notice.

(f) No horses, cattle, hogs, sheep, goats, poultry, rabbits, or livestock of any kind may be kept or maintained on the property with the exceptions of dogs, cats, birds, or other animals which are qualified household pets, and which do not make objectionable noise or constitute a

nuisance or inconvenience to owners of other lots nearby. No raising, breeding, training, or dealing in dogs, cats, birds, poultry or other animals may be permitted on or from any lot.

(g) Unless otherwise provided by the Board of Directors of Buckingham Homes Association, Ltd., no motor vehicles, trucks, or boats shall be parked or stored on any portion of Buckingham Park, other than within the lot's driveway or garage or Common Area parking space. Automobiles, SUV's, and trucks less than one ton may be parked in front of residential lots alongside public and private streets for periods up to 72 hours.

(h) All rubbish, trash, garbage, and other waste shall be regularly removed from the Lot(s) and shall not be allowed to accumulate thereon. Trash, garbage, and other waste shall be kept in sanitary containers. All equipment, garbage cans, woodpiles, and storage piles shall be kept screened and concealed from view of other Lots, public and private streets, and the Common Areas, except for the scheduled day for trash pick-up.

(i) Nothing in this declaration shall prevent an Owner from leasing or renting his lot. However, any lease or rental agreement shall be, subject to the Buckingham CC&R Documents, in writing and placed on file with the BHA office. Any lease or rental agreement must specify that failure to abide by the above provisions shall be a default under the lease or rental agreement. In addition, no Lot shall be leased or rented for a period of less than thirty (30) days and no homeowner may lease or rent portions of his/her lot or home.

#### **CLAUSE VII SEWERAGE DISPOSAL**

Prior to the occupancy of any building constructed under these Declarations, there shall be installed an adequate septic tank and drainage field, or other approved system of sewerage disposal. System shall be properly maintained by the owner or owners of the lots upon which they are situated.

#### **CLAUSE VIII SIGNS, ETC.**

No signs shall be displayed on any residential lot or structure thereon, except as follows:

The name and profession, trade, or specialty of any person, company, or corporation performing work during construction or other temporary work being performed may be displayed only during the work period with the understanding, however, and upon the condition that the size, place, and character of said sign must be approved by Buckingham Homes Association, Ltd. before the same is displayed upon any portion of said dwelling, or, alternately, that the form and style of such sign has been approved. The sign may not exceed 30 x 40 inches and must be professional in design.

There may also be displayed upon any lot a sign not exceeding 30 x 40 inches, of a form and style approved by Buckingham Homes Association, Ltd. advertising the fact that the said lot, or the lot together with the house thereon, is for sale or to let or to lease. "Sold" signs or signs indicating contractor or subcontractor work will be removed within 30 days of the final sales transaction or work completion.

The number of such signs is limited to not more than one on the lot fronting the street or roadway, and no more than one on the lot fronting Clear Lake or the golf course if said lot has such frontage.

Political signs may be displayed on any residential lot or structure thereon, providing the period for display is limited to 6 weeks prior to the election and 10 days following the election.

#### **CLAUSE IX RESTRICTIONS ON RE-SUBDIVISIONS**

No residential lot may be subdivided into more than one lot or otherwise split except with the approval of the Buckingham Homes Association, Ltd., in accordance with the following restrictions. Every lot created in accordance with the provisions of this Clause shall thenceforth be deemed and considered as a single residential lot with respect to all of the provisions of this Declaration.

1. Any residential lot may be split provided that each portion so created is merged with an adjoining lot so as to create a smaller number of lots that are larger than according to the subdivision made by said maps.
2. Any residential lot, which contains two or more acres, may be re-subdivided into smaller lots provided that no one of which shall be smaller than one acre.
3. Three or more adjoining lots may be re-subdivided into a smaller number of lots provided that no one of which shall be smaller than the smallest of the affected original lots prior to re-subdivision.

#### **CLAUSE X PROVISIONS FOR UPKEEP**

(a) Each lot shown on the Assessor's rolls for each subdivision made subject to this Declaration by a declaration, deed or otherwise shall be subject to an annual charge or assessment, of One hundred seventy dollars (\$179.00), hereby reserved against and charged against each and every lot shown on said rolls without regard to the square foot area thereof, to be paid annually in advance to Buckingham Homes Association, Ltd., on the first day of July each year, on which date such charge or assessment shall be a lien upon each lot and so continue until fully paid. Such assessment shall be considered delinquent if unpaid by September 30 of same year. Records of the Lake County Assessor shall be used to determine ownership of lots subject to said charges and assessments and each Assessor's parcel number shall be deemed to constitute one lot for assessment purposes. The regular assessment may be increased annually by the Board of Directors of Buckingham Homes Association, Ltd. by not more than 20% over the preceding year, based on a proforma operating budget as authorized by the California Davis-Sterling Act (Civil Code §1350 et seq.) ("The Act").

(a) In addition to the regular annual assessment authorized above, the Board may levy annual special assessments, not to exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except in cases of emergency as defined by the Act.

If an annual charge or assessment shall be delinquent it shall bear interest at the rate of one percent (1%) per month, and if not paid within thirty (30) days after delinquency, Buckingham Homes Association, Ltd. may bring proceedings to collect the same by suit and there shall be added to the amount thereof the costs of preparing and filing a complaint in such suit, and in the event judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the court, together with the costs of the action.



Said charges and assessments shall be applied by Buckingham Homes Association, Ltd. towards the payment of the cost of the upkeep or maintenance of Association property or used for improvements of said property, to pay taxes and assessments, if any, levied by any authority, and other operations and administrative expenses necessary to conduct Association business.

(b) All property owners are obligated to comply with County of Lake ordinances and Kelseyville Fire Protection District regulations concerning the care of property, both unimproved and improved, by removal of debris, grass, and weeds therefrom, and any other thing necessary and desirable in the judgment of the Buckingham Homes Association, Ltd. Board of Directors, to improve, beautify, or make more convenient or enjoyable the living conditions and surroundings of the inhabitants and owners of property in Buckingham Park.

In addition, the Board of Directors of Buckingham Homes Association, Ltd. may determine by resolution that the removal of debris, grass, or weeds is desirable and necessary for the safety and enjoyable living of the owners of property in Buckingham Park.

If an owner who has been directed to remove debris, trash, grass, or weeds by the County of Lake, the Kelseyville Fire Protection District, or the Board of Directors of Buckingham Homes Association, Ltd. fails within thirty (30) days of written notice to him or her to comply with such directions, Buckingham Homes Association, Ltd. may make such removal and charge the owner therefore. Such charges shall be a lien on the property of such owner and subject to the provisions of Clause X (a) for collection.

#### **CLAUSE XI MORTGAGES**

None of the provisions of this Declaration and of these restrictions shall supersede or in any way reduce the security nor affect the validity of any mortgage or deed of trust covering real property shown on said maps; but it is distinctly understood and agreed that if any portion of said property is sold under a foreclosure or any mortgage or under the provisions of any deed of trust, any purchaser or purchasers under sales made by reason of the foreclosure or mortgagees or by reason of the failure to pay debts due under deeds of trust shall hold any and all property so purchased at said sales subject to all of the conditions of this Declaration.

#### **CLAUSE XII RIGHT TO ENFORCE**

In case of any breach or violation of the enforcement of the conditions, restrictions, covenants and agreements herein contained shall follow the "Buckingham Homes CC&R Enforcement Guidelines" as documented by the BHA. Additionally, Buckingham Homes Association, Ltd. is given the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof without being deemed guilty of any manner of trespass.

The result of every action or omission whereby any restriction, condition, covenant, or agreement thereof is violated in whole or in part is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. Such remedy shall be deemed cumulative and not exclusive.

The provisions and conditions of this Declaration shall bind and inure to the benefit of and be enforceable by Buckingham Homes Association, Ltd. and to and by the owner or owners of any property shown on said maps and by their and each of their legal representatives, heirs, successors, and assigns. If the corporation to be known as Buckingham Homes Association, Ltd. be formed, said corporation shall also have the power to enforce the said provisions and conditions herein before set forth.

Any expense incurred by Buckingham Homes Association, Ltd. under the provisions of this clause shall be billed to the owners of the lot or lots involved. If such billing is not paid within thirty (30) days it shall be a lien on the property involved and subject to the provisions of Clause X (a) for collection.

### **CLAUSE XIII MODIFICATION HEREOF**

The provisions of this Declaration may be abrogated, rescinded, or amended in whole or in part by not less than two thirds (2/3) majority of the recorded vote of the owners of lots with voting rights in said Buckingham Homes Association, Ltd. as provided for in the Articles of Incorporation thereof as amended, said voting rights being one vote and no more for each parcel of said property, whether owned by one or several members, providing such abrogation, rescission, or amendment shall be by resolution adopted at a meeting of the members representing not less than two-thirds (2/3) majority of the recorded vote of the owners of lots with voting rights of said association, as aforesaid. A certified copy of such resolution shall be acknowledged by the president or vice-president and the secretary or assistant secretary of the association and recorded in the office of the County Recorder of the County of Lake, whereupon the same shall be effective.

Alternatively, the provisions of this Declaration may be abrogated, rescinded, or amended in whole or in part by the owners of lots entitled to not less than two thirds (2/3) of the voting rights of said association as aforesaid, by a declaration in writing, signed, and acknowledged by them and recorded in the office of the County Recorder of the County of Lake, whereupon the same shall be effective.

### **CLAUSE XIV CONSENT OF PURCHASERS**

All purchasers of property shown on said maps, by the acceptance of deeds thereof, whether from Buckingham Homes Association, Ltd. or subsequent owners of such property, or the signing of contracts or agreements to purchase the same, shall thereby and by said act assent and agree to all of the provisions and covenants of this Declaration and covenant and agree to be bound by and keep and perform the same, and shall be personally obligated to pay the charges or assessment herein before provided for, and shall thereby consent to the functions and responsibilities of the aforesaid Buckingham Homes Association, Ltd. and shall thereby agree to be and remain members of such corporation so long as they shall hold an interest as aforesaid in any lot shown on said maps.

### **CLAUSE XV MEANING OF TERMS, ETC.**

Whenever the words "said map or maps" or similar terms are used in this Declaration, the map or maps referred to in the first preamble and referenced in Exhibit "B" hereof is meant.

Whenever the words "said tract" or similar terms have been used in this Declaration, the same shall be construed to mean the various blocks and lots delineated in said map or maps, and commonly known as Buckingham Park and further referenced in Exhibit "A", taken collectively.

It is understood that Lot 5 in Block "X" and Lots 1, 2, and 3 in Block "H" may be set apart and used for such purposes to be specified in the grant. But nothing contained in this Declaration shall be construed to vest in any lot shown on said map or maps or in the owner, owners, or persons interested therein, any easement in, upon, over or under or any interest whatsoever in or to any other lot or any other property shown on said map or maps; excepting only the right of ingress and egress by means of the roads or streets delineated and shown on said map or maps.

#### **CLAUSE XVI BUCKINGHAM HOMES ASSOCIATION, LTD.**

Buckingham Homes Association, Ltd. was incorporated on or about 1947 and by operation of law and other transfer documents from Buckingham Colonies, Limited, was and is vested with all the rights and powers herein before mentioned in that behalf, , including the right to enforce and administer the provisions of this Declaration, and the right to approve the plans and to grant or refuse the permits provided for herein and generally to perform the acts and to enjoy the rights, remedies, and privileges reserved and described by this Declaration and to receive the charges or assessments mentioned in Clause X hereof, to enforce collection of the same and to administer the same for purposes therein mentioned, and to otherwise exercise all rights, remedies and privileges described herein and to succeed in all respects to all such rights, remedies, and privileges previously held by its predecessor in interest.

The Board of Directors of said Association must have the approval of two thirds (2/3) majority of the recorded vote of the owners of lots with voting rights of said Association in order to sell or hypothecate any lots owned by said Association.

#### **CLAUSE VII RIPARIAN RIGHTS**

The said map referred to in the first preamble hereof shows that the tract therein delineated is part of a larger tract. Said larger tract is owned by Buckingham Colonies, Limited, and is known by the distinctive name of Buckingham Park.

All of said tract delineated on said map and all of said larger tract known as Buckingham Park is riparian to Clear Lake and each and every part and parcel thereof is so riparian thereto, and is entitled to receive and use and enjoy the waters of Clear Lake for all purposes appurtenant to riparian land, as part and parcel of the land and as annexed to the soil.

According to said map certain lots thereon shown border on Clear Lake, and others do not.

By making said subdivision Buckingham Colonies, Limited does not intend to deprive any of the lots which do not border on said Lake from any of the riparian rights which otherwise would be appurtenant thereto, but on the contrary intends to preserve the riparian rights of all and every part and parcel of said tracts and of each lot delineated upon said map.

And in conveying the several lots delineated upon said map, Buckingham Colonies, Limited hereby declares that such conveyance will include as to each lot such part of the riparian right appurtenant to said lot as it would have enjoyed if the subdivision had not been made; to the intent that the grantee of any lot in said tract, although the lot granted have no contact with Clear Lake, may take water thereto under common law of riparian rights.

But this Clause of this Declaration shall not be construed to give the owner of any lot, which does not border on Clear Lake, any right of way, or other easement over or in or under any other property for any of the purposes above expressed. Buckingham Colonies, Limited reserves the right to itself and its successors and assigns to act as the irrevocable agent and instrumentality of the owners of said lots for the diversion and distribution of said water and (as to all interior lots) the only agent and instrumentality for such diversion and distribution. In this regard the diversion and distribution to each lot of its proportionate share of the whole riparian right shall be as provided in Clause XVIII hereof.

#### **CLAUSE XVIII DISTRIBUTION OF WATER**

Water for domestic and business purposes is provided by the Buckingham Park Water District, which is a political entity of the State of California and is not affiliated with the Buckingham Homes Association, Ltd.

**CLAUSE XIX** (Deleted)

**CLAUSE XX** (Deleted)

#### **CLAUSE XXI PARTIAL INVALIDITY**

In the event that any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any court or competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions, and covenants herein set forth shall continue unimpaired and in full force and effect.

#### **CLAUSE XXII NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

#### **ASSESSMENTS AND NONJUDICIAL FORECLOSURE**

The failure to pay Association assessments may result in the loss an owner's property without court action, often referred to as non-judicial foreclosure. When using non-judicial foreclosure, the Association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent 15 days after due, unless the governing documents of the Association provide for a longer time. (Sections 1366 and 1367.1 of the Civil Code).

In a non-judicial foreclosure the Association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Section 1366 and 1367.1 of the Civil Code).

The Association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the Association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association. (Section 1367.1 of the Civil Code).

At least 30 days prior to recording a lien on an owner's separate interest, the Association must provide the owner of record with certain documents by certified mail. Among these documents the Association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the Association's records to verify the debt. (Section 1367.1 of the Civil Code).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code).

State and federal laws regarding fair debt collection may govern the collection practices of the Association. Penalties can be imposed for debt collection practices that violate these laws.

## **PAYMENTS**

A receipt may be requested at the time of payment and the Association is required to provide it. The Association must indicate on the receipt the date of payment and the person who received the payment. The Association must inform owners of a mailing address for overnight payments. (Section 1366.3 and 1367.1 of the Civil Code).

An owner may dispute an assessment debt by giving the Board of Directors of the Buckingham Homes Association, Ltd. a written explanation, and the Board of Directors must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (Section 1366.3 and 1367.1 of the Civil Code).

An owner is not liable for charges, interest, and costs of collections if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code).

## **MEETINGS AND PAYMENT PLANS**

An owner of a separate interest that is not a time-share may request the Association to consider a payment plan to satisfy a delinquent assessment. The Association must inform owners of the standards for payment plans, if any exist. (Section 1377.1 of the Civil Code).

The Board of Directors must meet with an owner who makes proper written notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the Association, if any exist. (Section 1367.1 of the Civil Code).

## EXHIBIT "A"

ALL LANDS LYING WITHIN THE EXTERIOR BOUNDARIES OF THOSE CERTAIN SUBDIVISIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. SUBDIVISION No. 1, BUCKINGHAM PARK, filed in the office of the County Recorder of Lake County, California on August 11, 1930, in Book 5 of Subdivision Maps at Pages 85 to 87, inclusive.
2. SUBDIVISION No. 3, BUCKINGHAM PARK, filed in the office of the County Recorder of Lake County, California on May 14, 1947 in Book 6 of Subdivision Maps at Pages 38 to 40, inclusive.
3. MT. KONOCTI GOLF AND COUNTRY CLUB SUBDIVISION UNIT 1, filed in the office of the County Recorder of Lake County, California on November 19, 1959, in Book 7 of Subdivision Maps at Pages 31 and 32.
4. BUCKINGHAM COVE SUBDIVISION, filed in the office of the County Recorder of Lake County, California on October 23, 1961, in Book 7 of Subdivision Maps at Pages 73 and 74.
5. MT. KONOCTI GOLF AND COUNTRY CLUB SUBDIVISION UNIT 2, filed in the office of the County Recorder of Lake County, California on October 14, 1964, in Book 8 of Subdivision Maps at Pages 15 to 17, inclusive.
6. MT. KONOCTI GOLF AND COUNTRY CLUB SUBDIVISION UNIT 3, filed in the office of the County Recorder of Lake County, California on June 12, 1967, in Book 9 of Subdivision Maps at Pages 75 to 77, inclusive.
7. BUCKINGHAM PARK UNIT 5, filed in the office of the County Recorder of Lake County, California on March 4, 1982, in Book 13 of Subdivision Maps at Pages 21 and 22.
8. And those certain tracts of land more particularly described in the Declaration of Restrictions recorded February 5, 1979, in Book 973 of Official Records at Pages 439, et seq.

## EXHIBIT "B"

ALL OF THE FOLLOWING DECLARATIONS, AND MODIFICATIONS THERETO, WERE RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF THE COUNTY OF LAKE ON THE DATES AND PAGE NUMBERS SHOWN BELOW.

A. Buckingham Park Subdivision No. 1

1. August 27, 1930, in Book 68, Page 88
2. May 9, 1951, in Book 216, Page 356
3. February 11, 1960, in Book 325, Page 131 (See Item B.2)
4. April 30, 1964, in Book 1231, Page 144
5. May 27, 1986, in Book 1313, Page 238 (See Item I.1)

**(There is no Subdivision 2)**

B. Buckingham Park Subdivision No. 3

1. June 16, 1947, in Book 184, Page 276
2. February 11, 1960, in Book 325, Page 131 (See Item A.3)
3. May 27, 1986, in Book 1313, Page 238 (See Item I.1)

C. Mt. Konocti Golf and Country Club Subdivision No. 1

1. November 22, 1960, in Book 368, Page 181
2. May 27, 1986, in Book 1313, Page 238 (See Item I.1)

D. Buckingham Cove Subdivision

1. February 6, 1961, in Book 368, Page 181
2. May 27, 1986, in Book 1313, Page 238

E. Mt. Konocti Golf and Country Club Unit 2

1. June 30, 1967, in Book 452, Page 414
2. May 27, 1986, in Book 1313, Page 238 (See Item I.1)

F. Mt. Konocti Golf and Country Club Subdivision Unit 3

1. June 30, 1967, in Book 528, Page 34
2. May 27, 1986, in Book 1313, Page 238 (See Item I.1)

G. Nock Subdivision, Buckingham Park

1. February 5, 1979, in Book 973, Page 439
2. May 27, 1986, in Book 1313, Page 238 (See Item I.1)

H. Buckingham Park Unit 5

1. June 15, 1982, in Book 1138, Page 227
2. May 27, 1986, in Book 1313, Page 238 (See Item I.1)

I. All Units and Subdivisions of Buckingham Park

1. May 27, 1986, in Book 1313, Page 238
2. January 25, 1986, in Book 1397, Page 475
3. July 14, 1988, in Book 1420, Page 474
4. July 27, 1988, in Book 1422, Page 293