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County of		
Plumas		
KATHLEEN WILLIAMS		
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RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:

JEFFREY G. WAGNER
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1777 N. California Blvd., Suite 200
Walnut Creek, CA 94596-4150

09:40AM 06-Sep-2007 | JM
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FIRST AMENDMENT

TO

THE HAWK RIDGE AT WHITEHAWK RANCH DECLARATION OF RESTRICTIONS (CC&Rs)

THIS FIRST AMENDMENT is adopted with reference to the following facts:

- A. Hawk Ridge at Whitehawk Ranch is a residential development consisting of Lots 1 through 22 described on the subdivision map entitled "Whitehawk Ranch IX, Unit No. 3A" filed in the records of Plumas County, California on July 26, 2002, in Book 9 of Maps at pages 64 through 66 (the "Development").
- B. The Development is subject to the Hawk Ridge at Whitehawk Ranch Declaration of Restrictions (CC&Rs) recorded on April 23, 2003, as Document No. 2003-004318 in the records of Plumas County, California (the "Declaration"). Under the terms of the Declaration, the Hawk Ridge Owners Association, a California nonprofit mutual benefit corporation (the "Association") is responsible for maintaining certain portions of the residences within the Development.
- C. The members of the Association desire to amend the Association's maintenance responsibilities, particularly with respect to the maintenance and repair of the residences and to add an appendix that lists certain items and identifies the party responsible for the maintenance of the item.

PURSUANT TO THE AUTHORITY OF SECTION 10.2 OF THE DECLARATION, THE
DECLARATION IS AMENDED AS FOLLOWS:

- 1. Amendment to Section 4.2: Section 4.2 is deleted in its entirety and the following new Section 4.2 is substituted in its place:

"4.2 Association's Maintenance Responsibilities. The Association shall be responsible for maintaining the Improvements and landscaping within the Development as described in this Section 4.2. Except to the extent the Association's maintenance responsibilities are limited as described in Section 4.2.2, maintenance shall include inspection, cleaning, repair and replacement. The Improvements shall be maintained in good condition and repair and proper operating condition. Landscaping maintained by the Association shall be maintained in a healthy and weed free environment and in accordance with prudent landscaping practices. The Association shall comply with each of the following in performing the Association's maintenance obligations: (i) the guidelines described in Section 4.3; and (ii) commonly-accepted homeowners' maintenance obligations.

4.2.1 Common Area. The Association shall maintain the Improvements and landscaping within the Common Area, including the driveways, pathways and lighting fixtures.

4.2.2 Residences. The Association shall maintain the following Improvements on the residences to the extent described in this Section 4.2.2:

- Repair and replace roofing shingles, sheet metal, waterproof membrane and roofing paper
- Clean, repaint, repair and replace rain gutters and downspouts
- Repair, re-stain and/or re-paint wood siding, trim and window frames
- Recaulk windows (exterior side only)
- Repair and replace low voltage light fixtures connected into the Common Area lighting system (excluding any lighting installed by an Owner)
- Reseal log columns and railings
- Reset or replace stones in stone columns and stone siding
- Repainting exterior door surfaces (including garage doors)

All other inspection, cleaning, repair, re-painting and replacement of the residences, including structural repairs, shall be the responsibility of the Owner of the residence. Each Owner shall be responsible for the maintenance and repair of any lighting or landscaping installed by or on behalf of the Owner, including any lighting fixtures or irrigation systems connected into the Common Area lighting or irrigation system.

In order to reduce the presence of molds, fungi, spores, pollens and other botanical substances, or other allergens within any property maintained by the Association (collectively, "Mold"), the Association shall perform each of the following steps: (i) inspect all Improvements maintained by the Association not less frequently than twice each year to check for water leaks or other breaches of the watertight integrity of the Improvements and for the presence of Mold; (ii) if any water leaks and/or Mold are detected, immediately take appropriate corrective steps to repair the leak and/or remove the Mold; (iii) periodically inspect the irrigation system to ensure proper water and to correct any leaks and/or misdirected or excessive watering; (iv) periodically inspect the ground surface around the foundation to ensure no water is pooling around or from the foundation; (v) maintain rain gutters in a clean and proper operating condition at all times; and (vi) take such other prudent steps as may be appropriate to prevent Mold growth or eliminate any existing Mold.

4.2.3 Driveway Apron Pathways. The Association shall maintain the driveway apron and pathway within each Lot.

4.2.4 Landscaping. The Association shall maintain the landscaping and landscape irrigation system within each Lot, excluding any landscaping and irrigation system installed by or on behalf of an Owner.

2. New Section 4.7: The following new Section 4.7 is added to the Declaration:

"4.7 Maintenance Responsibility List. Attached to this Declaration as Appendix I is a list of certain Improvements within the Development and the

party (either the Association or the Lot Owner) that is responsible for the maintenance and repair of the items located within the Lot. The Appendix is intended as an aid in identifying certain maintenance responsibilities and is not intended to change the maintenance responsibilities in **Sections 4.1 and 4.2**. The list is not an all-inclusive list of the maintenance responsibilities. The Board from time to time may update Appendix I by recording an amended Appendix I in the records of Plumas County, California. The consent of the Members is not required as long as the allocation of the maintenance and repair responsibilities as reflected in the amended Appendix I is consistent with the maintenance responsibilities described in **Sections 4.1 and 4.2.**"

3. Appendix: The Declaration is amended by adding Appendix I attached to this First Amendment thereto.

The undersigned, the President of the Association, certifies that this First Amendment was duly approved by the members.

This First Amendment shall be effective as of the date it is recorded in the records of Plumas County, California.

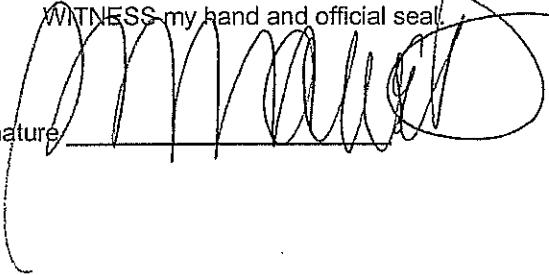
HAWK RIDGE OWNERS ASSOCIATION

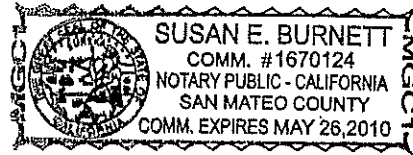
By: 

Its President

STATE OF CALIFORNIA)
COUNTY OF San Mateo)ss.

On 8/29/07 before me, Susan E. Burnett, a notary public, personally appeared Bradley L. Smith 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____



(Seal)



APPENDIX I - Allocation of Certain Lot Maintenance Responsibilities

Note: This Appendix is not intended to be an all inclusive list of the items maintained either by the Owner or the Association. Unless limited, maintenance includes inspection, cleaning, repair and replacement.

ASSOCIATION

Roofing shingles, sheet metal, waterproofing membrane and roofing paper (repair and replacement only)
Rain gutter/downspouts
Window frames (repairing/repainting/restaining/recaulking only)
Stone columns and stone siding (resetting and stone replacement only)
Common Area lighting fixtures including low voltage lighting connected into the Common Area lighting system
Trim/Wood siding (repairing/repainting/restaining only)
Exterior door surfaces (repainting/restaining only)
Log columns and railings (resealing only)
Driveway apron and pathways within the Common Area and Lots
Landscaping and irrigation system within the Common Area and Lots
Doors, including garage doors (repainting exterior surface only)

OWNER

Roof trusses, plywood and framing membranes
Window frames, trim/wood siding (replacement)
Stone columns and stone siding (except resetting and replacing stone)
Windows
Doors, including garage door (except repainting exterior surface)
Door hardware
Garage door opening equipment
HVAC system (including A/C system and condensor(s))
Decks
Patios
Foundation
Structural supports
Electrical system (except low voltage lighting connected into the Common Area lighting system)
Alarm system
Smoke detectors
Plumbing system
Cabinets
Appliances
Countertops
Flooring
Walls
Landscaping and landscaping irrigation installed by or on behalf of Owner
Lighting fixtures installed by or on behalf of Owner, which are connected into the Common Area lighting system