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ENDORSED
FILED
In the office of the Secretary of State
of the State of California

MAR 15 1988

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION
OF
LAKE FOREST - WATERFORD OWNERS ASSOCIATION

ARTICLE 1. NAME.

The name of the corporation (hereinafter called the "association") is LAKE FOREST - WATERFORD OWNERS ASSOCIATION.

ARTICLE 2. ORGANIZATION.

This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

ARTICLE 3. AGENT FOR SERVICE.

The name and address in this State of the corporation's initial agent for service of process is Robert B. Coker, Jr., 2150-B Douglas Boulevard, Roseville, California 95661-3899.

ARTICLE 4. PURPOSES.

A. The primary purposes for which the association is formed are:

To form a residential real estate management association and to provide for the acquisition, construction, management, and care of real and personal property held by the association, or commonly held by the members of the association, or located in the development and owned by members of the association, and

otherwise to act and be operated as a "homeowners association" as defined in Section 528 of the Internal Revenue Code of 1954, as amended.

B. Subject to the provisions of the recorded or to-be-recorded declaration of covenants, conditions and restrictions applicable to the development ("declaration"), the general purposes and powers of the association are:

(1) To promote the health, safety and welfare of the residents within the development;

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the association arising from the declaration;

(3) To fix, levy, collect and enforce payment by any lawful means all charges or assessments under the terms of the declaration and to pay all expenses incident to such actions and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes and governmental charges levied against the property of the association;

(4) To 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;

(5) To borrow money, and to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(6) To have and to exercise any and all powers, rights and privileges that a corporation organized under the Nonprofit Mutual Benefit Corporation Law of the State of California is legally entitled to exercise; and

(7) To act in the capacity of principal, agent, joint venturer or partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall in no way be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. However, the association shall not, except to a nominal necessary degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the association.

ARTICLE 5. DEDICATION OF PROPERTY.

The property of this association is irrevocably dedicated to the specific and primary purposes set forth in Article 4 and no part of the income or assets of this organization shall ever inure to the benefit of any private individual (except through acquiring, constructing or providing management, maintenance and care of property held by the association, or commonly held by the members of the association, or located in the development and owned by members of the association, or through rebates of excess membership dues, fees or assessments).

ARTICLE 6. AMENDMENT.

Amendment of these articles of incorporation requires the vote of a bare majority of the board and a bare majority of the voting power of each class of members entitled to vote while there are two classes. Thereafter, the vote of a bare majority of the board, a bare majority of the total voting power of the association, and a bare majority of the voting power of members other than the declarant shall be required.

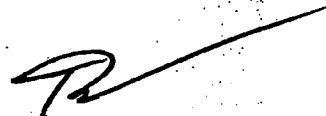
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of California, I, the undersigned,

constituting the incorporator of this corporation, have executed these articles of incorporation on December 20, 1987.

SOUTHFORK PARTNERSHIP, a
California general partnership

By: COKER-EWING COMPANY, a
California general partnership,
General Partner

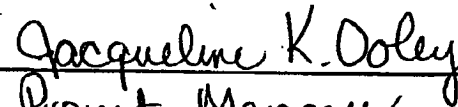
By: COKER DEVELOPMENT, INC.,
a California corporation,
General Partner


By 
ROBERT B. COKER, JR.,
President

By: EWING DEVELOPMENT, INC.,
a California corporation,
General Partner

By 
HARRY W. EWING,
President

By: HOME CAPITAL CORPORATION,
a California corporation,
General Partner

By 
Its Project Manager

By 
Its authorized signer

STATE OF CALIFORNIA

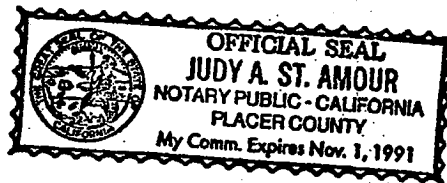
COUNTY OF Placer

On March 10, 1988, before me, the undersigned notary public, personally appeared ROBERT B. COKER, JR.,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person who executed this instrument as President on behalf of COKER DEVELOPMENT, INC., the corporation therein named, the corporation being one of the partners of COKER-EWING COMPANY, the partnership therein named, such partnership being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that COKER DEVELOPMENT, INC., executed it as the partner of COKER-EWING COMPANY, COKER-EWING COMPANY executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Judy A. St. Amour



STATE OF CALIFORNIA

COUNTY OF Placer

On March 10, 1988, before me, the undersigned notary public, personally appeared HARRY W. EWING,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person who executed this instrument as President on behalf of EWING DEVELOPMENT, INC., the corporation therein named, the corporation being one of the partners of COKER-EWING COMPANY, the partnership therein named, such partnership being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that EWING DEVELOPMENT, INC., executed it as the partner of COKER-EWING COMPANY, COKER-EWING COMPANY executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Judy A. St. Amour



STATE OF CALIFORNIA

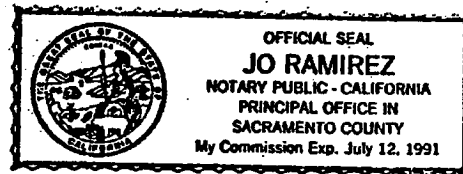
COUNTY OF SACRAMENTO

On March 9, 1988, ~~1987~~, before me, the undersigned notary public, personally appeared Jacqueline K. Ooly and Douglas T. Anderson,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the persons who executed this instrument as Project Manager and Authorized Signer on behalf of HOME CAPITAL CORPORATION, the corporation therein named, the corporation being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that HOME CAPITAL CORPORATION executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Jo Ramirez



RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

**LAKE FOREST-WATERFORD
OWNERS ASSOCIATION
% STEIN & BAYDALINE LLP
Attn: Jennifer M. Jacobsen, Esq.
895 University Avenue
Sacramento, CA 95825**

09/12/2003, 20030094270

(Space Above For Recorder's Use)

**FIRST AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE FOREST-WATERFORD**

Section 8.01. Residential Use. No Lot, nor any portion thereof shall be used for any purpose other than one single-family residence. No part of the Lake Forest - Waterford development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mining, drilling or other such nonresidential purpose. No business or commercial activity of any type shall be conducted upon any Lot. Such activity includes, but is not limited to, sales of merchandise, antiques, or curios. No goods or wares, whether new or used, may be displayed for sale on any Lot where they are visible from any street, road or drive which provides access to any other dwelling or place. No yard sales or garage sales shall be conducted on any Lot, except one day per calendar year which the Board of Directors of the Association may designate as a community yard sale day for all Waterford Lots. During such a yard sale day all individual owners are permitted to conduct sales on their own lots.

2. **VariANCES.** Section 8.12 shall be added to the Declaration as follows:

Section 8.12. VariANCES. The Board of Directors may authorize variances from use restrictions when reasonably warranted by extraordinary circumstances, which circumstances shall be documented in detail in writing by the Board and signed by a majority of the Directors. If variances are granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of the Declaration for any purpose except as to the particular use covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all relevant governmental laws and regulations. In granting a variance the Board may require the recordation of an Agreement of Memorandum of the variance in the title to the requesting Owner's property as a condition precedent to the granting of the variance.

3. **Definitions.** Except as otherwise expressly provided herein, the capitalized terms in this First Amendment shall have the same meanings as defined in the Declaration.

4. **Effective Date.** This First Amendment has been executed to be effective upon its recordation in the official records of El Dorado County, California.

5. **Miscellaneous.** To the extent any provision of this First Amendment conflicts with any provision of the Declaration, the provision of this First Amendment shall prevail.

**FIRST AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE FOREST-WATERFORD**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Lake Forest-Waterford (the "First Amendment") is executed by the Lake Forest-Waterford Owners Association, a California nonprofit mutual benefit corporation (the "Association").

RECITALS

A. An instrument entitled Declaration of Covenants, Conditions and Restrictions for Lake Forest-Waterford was recorded on August 23, 1999, as Instrument No. 99-0053021-00, in the official records of El Dorado County, California (the "Declaration").

B. The Declaration encumbers the planned development located in the County of El Dorado, California, commonly known as Lake Forest-Waterford and more particularly described in the "Original Declaration" as that term is defined in Recital "A" of the Declaration (the "Property").

C. The Association is the community association formed to manage the Property and to enforce the provisions of the Declaration.

D. The Declarant, as that term is defined in Section 1.10 of the Declaration, is no longer a member of the Association.

E. Pursuant to Section 15.04 of the Declaration, this First Amendment must be approved by members holding at least a Majority of the Association's total voting power.

F. On May 28, 2003, the required approval of the members was obtained.

NOW, THEREFORE, upon the recordation of this First Amendment in the official records of El Dorado County, California, the Declaration shall be amended with respect to all property comprising the Property, as follows:

1. Residential Use. Section 8.01 of the Declaration shall be amended and restated in its entirety to read as follows:

Except as amended by this First Amendment, the Declaration is confirmed and remains in full force and effect with respect to all property comprising the Property.

Dated: _____, 2003

LAKE FOREST-WATERFORD OWNERS ASSOCIATION,
a California nonprofit mutual benefit corporation

By: *Paul Raveling*
Paul Raveling President

By: *Christy M. Murphy*
Christy M. Murphy Secretary

Rachael Groves

From: Melanie Scott [mscott@kocal.com]
Sent: Friday, October 03, 2008 1:47 PM
To: Rachael Groves
Subject: FW: Compliance Issues

Please schedule hearings for all of these as well as 3529 Foxmore and 3371 Mayfield (who have already received two landscape letters as well). The hearings should be scheduled 2 every 15 minutes starting at 5:30pm. The Hearings are on November 3rd at here at the office. Thanks!

Melanie Scott, CCAM

Association Manager
Kocal Management Group, Inc.
A Division of The Management Trust
T: 916.985.3633 x 103
F: 916.985.3744
mscott@kocal.com

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-----Original Message-----

From: Rachael Groves [mailto:rgroves@kocal.com]
Sent: Tuesday, September 30, 2008 9:51 AM
To: Ron Payne
Cc: Melanie Scott
Subject: Compliance Issues

Dear Ron,

We have several homes in Sierra Crossing that have received multiple letters from us. Can you please review the attached compliance logs and let us know if you would like them to attend a hearing. Please advise.

Thanks,

Rachael Groves
Administrative Assistant
Kocal Management Group
T (916) 985-3633 x130
F (916) 985-3744