

Ridgewood III CC&Rs with Integrated Amendments

ESCROW NO. 28719-N

REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGEWOOD SUBDIVISION UNIT III

THIS DECLARATION is made on the date hereinafter set forth by P.C. FRY PROPERTIES, INC., A CORPORATION (HEREIN COLLECTIVELY REFERRED TO AS "DECLARANT").

This contains the revisions that were made to these CC&Rs on July 10, 1996 that were recorded at the Tuolumne County Official Records (Document # 010430, Book 140, Page 0519) by First American Ins. Co. *Italicized font* is used in this document to indicate changes and additions.

SECTION 1: RECITALS

1.01 DESCRIPTION OF REAL PROPERTY: P.G. FRY PROPERTIES, INC., a Corporation is the owner of Ridgewood Subdivision Unit 3, inclusive, of that certain real property located in the County of Tuolumne, California, described as follows:

**LOTS 107 THROUGH 163, INCLUSIVE, OF RIDGEWOOD
SUBDIVISION UNIT NO. 3, AS SHOWN AND DESIGNATED ON THAT
CERTAIN MAP ENTITLED, RIDGEWOOD SUBDIVISION
UNIT No. 3, RECORDED AUGUST 1, 1990, IN VOLUME 12 OF
SUBDIVISION RECORDS, AT PAGE 16 To 24**

1.02. PROTECTIVE COVENANTS: Declarant desires to establish certain protective covenants as to the use of said real property.

NOW THEREFORE, Declarant hereby declares that the real property described above shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, and restrictions all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for Improvement of the Property and the division thereof into Lots. All of the limitations covenants, conditions, and restrictions shall constitute covenants which shall run with the land and shall be binding upon Declarant and its

successors, and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

2.01. Improvements shall mean all Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes, and major landscaping of any kind. "Improvement shall also mean any excavation, fill, ditch, diversion dam or other thing or device which effects or alters by the natural flow of surface water from, upon, under or across any portion of the project. Improvement shall also mean any utility line, conduit, pipe or other related facility or equipment.

2.02. Mortgage shall mean a mortgage or deed of trust encumbering a lot. A "Mortgage" shall include the beneficiary under a deed of trust.

2.03. Owner shall mean each person or entity, including Declarant, holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

2.04. Project" or "Property shall mean the real property described in Section 1.01, including any improvements erected thereon.

2.05. Structure shall mean any tangible thing or device to be fixed permanently or temporarily to real property including without limitation, any building, garage, driveway, walkway, concrete pad, asphalt pad, fence, wall, pole, sign, antennae, sprinkling system, swimming pool, spa, tennis court or trash enclosures.

SECTION 3: USE RESTRICTIONS

3.01. Streets: A County Service Area 132 has been formed for the purposes of providing road maintenance and snow removal service to the non-county maintained roads of Ridgewood Units 2, 3 and 4. An annual fee will be collected for the maintenance of these non-county maintained roads.

3.02. Building Types: No building shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling not to exceed two and one-half stories in height, any appropriate accessory buildings, and a private garage for no Less than two cars.

3.03. Architectural Control: No building, fence, wall, obstructions, screen, or structure of any kind shall be constructed, erected or maintained upon the Project, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Architectural Control Committee. Plans and specifications showing the nature, kind, shape, color, size, materials, and

location of such improvements and alterations, etc. shall be submitted to the Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarity approved. The method of approval shall be as set forth in Section 4. *Submission of Specific items must be provided for certain improvements as set forth in the following Subsections:*

3.04. Dwelling Size: No dwelling shall be permitted on any lot wherein the living floor area in the main structure, exclusive of, one-story open porches and garages, is less than 1800 square feet.

3.05. Building Location: No building shall be located on any lot nearer to the front lot line or other lines than the minimum building setback lines as required by the County of Tuolumne and as shown on the recorded map. Within the Ridgewood Subdivision, only one (1) single-family residence shall be constructed on each parcel. (*Unless more stringent requirements of the County of Tuolumne apply, all Buildings shall be set back from the front lot line a minimum of fifty (50) feet, and from the side lot lines a minimum of twenty (20) feet. Variations may be allowed by the Architectural Control Committee on specific lots where steepness or other considerations warrant a variance.*)

3.06. Building Permits: Prior to issuance of a Building Permit for residential development on each parcel in Ridgewood a public service fee shall be paid to the Tuolumne County Building Department. This fee is currently \$300.00 but may be adjusted to conform to County Ordinances or Resolutions relative to such adopted prior to issuance of the subject Building Permits.

3.07. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3.08. Temporary Structures: No structure of a temporary character, trailer, tent, shack, barn or other out building shall be used on any Lot at any time as residence either temporarily or permanently.

3.09. Signs: No sign of any kind shall be displayed to the public view on or from any Lot or any portion of the Project without approval of the Architectural Control Committee, except one professional sign of reasonable dimensions and designs, as determined by the county for advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

3.10. Preservation of existing Vegetation: The following measures shall serve as guidelines for the development on the parcels created in "RIDGEWOOD SUBDIVISION UNITS 2, 3 and 4":

- (1.) Future residents shall be informed by the Architectural control Committee of the proper care of oaks to minimize secondary loss of oaks in later years. They shall

be aware that any alterations, planting, or summer watering within the drip line of a native oak will threaten its survival.

- (2.) Oak trees shall remain undisturbed as much as possible since they are one of the most ecologically important tree species on-site, providing food, shelter and nesting sites for local wildlife. Oak trees also require more years to be replaced than do most other vegetation species on-site. The proposed development plan is designed to minimize removal of oak trees.
- (3.) Due to its importance to wildlife and its aesthetic value, riparian vegetation shall remain protected by the open space designation as shown on the project plan.
- (4.) Shoreline vegetation is particularly important for stabilizing drainage channels and shall be left intact to prevent bank erosion during periods of high runoff.
- (5.) The easiest, most successful and most economical method of preserving natural vegetation is to protect entire blocks of vegetation as opposed to many, scattered individual plants. It may be beneficial to employ thinning or pruning within a block if excessive competition is obvious to increase the health, growth, and vigor of the remaining vegetation.

3.11. Oil and Mining Operations: No oil drilling, oil development operations, oil, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

3.13. Animals: No more than two dogs shall be raised, bred or kept on any lot or portion of the Property. No animals shall be kept, bred, or maintained for any commercial purposes, and are to be kept under reasonable control at all times. Not withstanding the foregoing, no animals may be kept on the property that result in an annoyance or nuisance to other owners.

3.14. Window Covering: Windows shall be covered by drapes shades or shutters and shall not be painted or covered by foil, cardboard sheets or similar materials.

3.15. Clotheslines: No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained upon the properties in any location where the same would be visible from any street or neighboring lot. Furthermore, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any patio, porch or other exterior area of the residence where the same would be visible from any street or neighboring lot.

3.16. Drainage: No Owner shall do any act or construct any improvement that would interfere with the natural or established drainage systems or patterns within the project.

3.17. Subsurface Cultural Resources: If subsurface cultural resources are discovered during construction on the project, all work in the resource feature area shall cease until the Tuolumne Planning Department has been notified and a qualified archeologists or equal, evaluates said feature. If the resource is determined to be significant, mitigation measures shall be formulated and implemented in accordance with Appendix X of the State and County Guidelines for Implementation of CEQA.

3.18. County Ordinances: Each owner shall comply with all applicable Tuolumne County ordinances as they exist at the time the actual development occurs, except as expressly provided by the terms of the Development Agreement entered into with the County of Tuolumne.

3.19. Vehicle Restrictions: Any trailer, camper, mobile home, (*recreation vehicle, boat*), commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, or similar equipment must be placed on the lot where it is not visible from (*any street or neighboring structure.*) Commercial vehicles do not include sedans or standard size pickup trucks that are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee.

3.20. Septic Systems: Septic systems, driveways and roads shall be permitted in the operation space area as shown on The Subdivision Map of Ridgewood Unit No. 3.

3.21. Fences: Fences shall be permitted along property lines except that fences over 42" in height shall have a minimum space between wires of not less than 18" for any portion at the fence in excess of 36" in height.

3.22 Pruning: Pruning or cutting vegetation for fire protection or wildlife habitat enhancement using hand tools including chainsaws and "weed-eaters" shall be permitted in the area zoned "0".

3.23. Lot Splitting and Severance of Interest: *No parcel after its sale and conveyance by Declarant may be split into two or more lots, nor shall any deed, conveyance, agreement, or other document executed with respect to any lot separate or attempt to separate the surface and subsurface rights into different ownerships.*

SECTION 4: ARCHITECTURAL CONTROL

4.01. Architectural Control. The Architectural Control Committee

A. ("Committee") shall be composed of (three (3) members. The members are Bob Summers, Don Strumpfer and Dick Berrsund. (Note: The above 3 board members are no longer valid. The current valid board members are found on the Ridgewood Web site). The address of the Architectural Control Committee, until changed by written notice to the Owners, is Post Office

Box 3606 Sonora, California 95370. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither members of the committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. In the event of the failure of the remaining member or members of the Committee to appoint a successor or successors within ninety (90) days after the death or resignation of a member or members, **(then fifty-one percent (51%) of the voting power of the Owners)** shall have the power thorough a duly-recorded written instrument to appoint such successor or successors **(in a manner provided for in the Amendment of this Declaration in Section 5.01.)**

B. Procedure: Requests for approval shall be submitted on a form supplied by the Committee or its designated representative along with two (2) sets of plans. The Committee's approval or disapproval shall be in accordance with these covenants and the Committee's adopted policies and procedures. *(If the request is approved the Committee shall return to the Owner one (1) set of plans and specifications as finally approved and bearing the endorsement of the Committee. If the Owner originally furnished only one (1) set of plans and Specifications to the Committee and the Committee waived the requirement for such plans and specifications in duplicate, the committee may retain such plans and deliver to the Owner written notice of such approvals. Approvals, disapprovals or conditional approvals shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto.)* If plans or a request have been submitted to the Committee or its designated representative for approval and the Committee or its designated representative fails to act within thirty (30) days thereafter, approval shall be deemed to have been obtained as required in these covenants. The Committee shall have the power to establish and grant variances from these covenants where in its judgment extraordinary circumstances so warrant.

C. Responsibility: Neither Grantor, nor the Committee, nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any owner of land affected by these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every person who submits any plans or request to the Committee for approval agrees by submission thereof, any and every owner of any said property agrees by acquiring title hereto, that he will not bring any such action or suit to recover any such damages.

4.02. Standards: The following minimum standards shall apply to any improvements constructed on the Project:

(A. Applicable Law) *All improvements shall be constructed painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions and all other laws, ordinances and regulations applicable to improvements.*

(B. Landscaping) Landscaping will be designed so as to compliment, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted customary and conventional landscape designs. Stone, gravel, concrete and similar materials shall be used only for complimentary and supplementary purposes and no lot shall be covered entirely with such materials. Existing trees and rocks shall be left undisturbed if they provide screening from roads, driveways and adjoining property.

(C. Lighting) All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project.

(D. Heating and Cooling Systems) All exterior heating and cooling systems must be screened from the view of neighboring property and roads. All solar collection devices shall be integrated aesthetically with adjacent portions of the Project.

(E. Dwellings and Changes) All dwellings shall have a minimum size of one thousand eight hundred (1,800) square feet excluding garages carports, accessory buildings, covered or uncovered patios and porches. (Each home site shall include exterior parking space for a minimum of two (2) motor vehicles and a private garage for not less than two (2) cars. Detached garages shall be built concurrently with the main structure and shall be complete when the main structure is occupied. Garage doors shall have sectional wooden panels or painted metal exteriors.

(F. Driveways) Driveways cuts into roads shall be limited to one (1) entrance per lot, unless otherwise approved by the Committee. The maximum driveway entrance width shall be twenty-four (24) feet. Driveways shall be paved or otherwise constructed in conformance with applicable Tuolumne County requirements for private driveway encroachments upon public rights of way.

(G. Structural Design Considerations) Structural design of improvements shall include integration with existing natural amenities and features of the terrain, such as trees, shrubs, rocks and drainage. Such integration of natural features shall be made for the purpose of screening all Structures from roads and adjoining lots. In addition, the design of Structures shall include features such as angles, off-sets, irregular foundation lines, out-set windows, and recessed entries to avoid a sameness of appearance between Structures on adjoining lots.

(H. Screening of Improvements) Propane tanks shall be placed so that they are screened from the new of adjoining lots and roads.

(I. Roof Pitches) No unit shall have a flat roof or a roof with a pitch of less than, six (6) and twelve (12) (6:12) unless approved by the Committee.

(J. Reflective Material) All reflective metal surfaces such as chimneystacks, flashings exhaust vents and pipes shall be painted to blend with other materials used in the improvements on any lot.

(K. Completion Time) The committee may prescribe maximum periods of time for Owners to complete landscaping of areas disturbed by construction of improvements. All exterior construction of a structure shall be completed within six (6) months after commencement of constructions, unless otherwise approved by the committee.

G. Amendments Section 5.01 of the Declaration is deleted and the following new Section 5.01 is substituted in its place.

SECTION 5: GENERAL PROVISIONS

5.01 Amendments: This Declaration may be amended, or any provision of this Declaration as in effect with respect to all or any part of the Property may be amended upon: (i) the approval by vote or written consent of at least fifty-one percent (51%) of the voting power of the Owners; and (ii) the recordation of a certificate setting forth in full the amendment or amendments so approved, including any portion terminated, and certifying that the amendment or amendments have been approved by the required vote or consent of the Owners ("Certificate of Amendment"). For purposes of this Section, an Owner is entitled to one (1) vote for each lot owned. Not less than five (5) of the Owners shall execute and acknowledge the Certificate of Amendment. In the event an amendment is necessary to conform to the easements granted by this Declaration to any variation caused by the actual placement of units constructed on lots, or to conform to any lot line adjustments, only the written consent of the Owners affected by such adjustments is required. The consent of an Owner to an amendment once made, continues in be valid during the period consents are gathered, even if such Owner's Lot is subsequently sold or transferred or if the consenting Owner dies or becomes incompetent or otherwise loses the ability to consent.

5.02 Terms: Those covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to a change of said covenants in whole or in part.

5.03. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

5.04 Attorney's Fees: In any legal proceeding for the enforcement of this instrument, the prevailing party shall be entitled to reasonable attorney's fees.

5.05 Severability: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall in no way affect any of the other provisions which shall remain in full force and effect.

5.06. Mortgage Savings Clause: Breach of any of said covenants and restrictions, or re-entry by reason of such by reason of such breach, 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 lots or property, or any part

thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THE DECLARATION.

DATED: August 1, 1990
P. G. FRY PROPERTIES, INC., A CORPORATION
By: Paul G. Fry, President

* Government Code 27361.7

I Certify under the penalty of perjury
that the notary seal on the document
to which this statement is attached

read as follows:

Name of Notary A. QUILICI

Date commission expires Sept. 13, 1993

Place of execution Sonora, CA

Date 8-2-90 First American Title Co.