

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIDGEWOOD SUBDIVISION
UNIT II**

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

SECTION 1: RECITALS

1.01 DESCRIPTION OF REAL PROPERTY: P. G. FRY PROPERTIES, INC., a Corporation is the owner of Ridgewood Subdivision Unit 2, inclusive, of that certain real property located in the County of Tuolumne, California, described as follows:

LOTS 29 THROUGH 106, INCLUSIVE, OF RIDGEWOOD SUBDIVISION UNIT NO. 2, AS SHOWN AND DESIGNATED ON THAT CERTAIN MAP ENTITLED, RIDGEWOOD SUBDIVISION UNIT No. 2, RECORDED OCTOBER 12, 1998, IN VOLUME 11 OF SUBDIVISION RECORDS, AT PAGE 81 - 91

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, obstruction, screen, or structure of any kind shall be commenced, 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, 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 structures, 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 similarly approved. Approval shall be as set forth in Section 4.

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.

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. Notwithstanding the foregoing, no animals may be kept on the property that results 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, 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 Ridgewood Road. Commercial vehicles shall not include sedan, or standard size pickup trucks that are used both for business and personal use, provided that any signs or markings of a commercial nature of 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".

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4.01 ARCHITECTURAL CONTROL: The Architectural Control Committee shall be composed of Doris A. Summers, Bob R. Summers and Paul G. Fry, all of whom can be reached at 14489 Summers Lane, Sonora, California, 95370. **NOTE: The above stated committee members are no longer valid. The current Architectural Control members are listed on the Ridgewood Web site.**

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, the then record owners of a majority of the acreage benefited by these Covenants shall have the power, through a duly recorded written instrument, to appoint such successor or successors.

Procedures: Requests for approval shall be submitted on a form supplied by the committee or its designated representative along with three (3) sets of plans. (The Committee's approval or disapproval shall be in accordance with these Covenants and the Committee's adopted policies and procedures.) The covenants 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.

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, 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 parson 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:

(1.) 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 Project improvements.

(2.) 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.

(3.) 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,

4.) All solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the project.

(5) 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), and all lots shall have a minimum of two enclosed parking spaces.

SECTION 5: GENERAL PROVISIONS

5.01 Amendments: These restrictions may be amended at any time and from time to time by an instrument in writing signed by the owner(s) of fifty-one percent (51%) or more of said lots that said written instrument shall be recorded in the office of the County Recorder of the County of Tuolumne, California.

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 CALIFORNIA CORPORATION**

By: Paul G. Fry, President

*** Government Code 27361.7
1 Certify under the penalty of perjury
that the notary seal on the document
to which this statement is attached**

reads 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