

Ridgewood II CC&Rs Amendment 3

THIRD AMENDMENT TO RIDGEWOOD UNIT II DECLARATION OF RESTRICTIONS

1. **Date and Owners Signing Amendment.** This second Amendment to Ridgewood Unit II declaration of Restrictions ("Amendment") is dated for reference purposes this 1st day of July 1996, by the undersigned signatories. to amend the "Declaration of Covenants, Conditions, and Restrictions of Ridgewood Subdivision II, recorded October 27, 1989 in Volume 976, at page 613, Official Records of Tuolumne County, as amended by that certain "Amendment to Declaration of Tract Restrictions for Ridgewood Subdivision Unit 2" recorded November 13, 1989, in Volume 978 at Page 654, Official Records of Tuolumne County, and by that certain "Amendment to Declaration of Tract Restrictions for Ridgewood Subdivision Unit 2" recorded January 3, 1990, in Volume 985 at Page 521, Official Records of Tuolumne County (collectively referred to as "Declaration"). The signatories to this Amendment are the record owners of a portion of real property subject to the Declaration ("Property").

2. **Purpose of amendment.** This Amendment has the purpose of revising the Declaration to: (i) bring the Declaration into conformity with current architectural standards in use in the Ridgewood Unit II subdivision to preserve the value of existing improvements: and (ii) simplify and clarify the amendment procedures.

3. **Authority to Amend.** This Amendment is made pursuant to Section 5.01 of the Declaration. This Amendment serves as instrument of amendment in writing signed by the owner(s) of at least fifty-one percent (51%) of the lots within the Property.

4. **Amendments.** This Section describes the amendments to the Declaration. All revisions to the original text of the Declaration, whether such revisions delete from or add to such original text are shown in **(bold)**.

A. **Plan Submissions.** Section 3.03 is amended to read as follows:

3.03. Architectural Control. No building, fence, wall, obstruction, 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 the 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. The method of approval shall be set forth in Section 4. (Submission of specific items must be provided for certain Improvements as set forth in the following sections.

A. Color Scheme. Plans for improvements must include the color scheme for the exterior, including trim. The Architectural Control Committee may require sample color chips. All units shall be painted in natural or earth tones and wood shall be finished in stains. No unit shall be painted in stark white or bright colors.

B. Roof Materials. Owners shall submit an exact description of the materials, including color, along with any brochure and sample of roofing material.

C. Plot Plans. Owners shall submit a plot plan showing house locations, driveway locations, propane tank locations, septic tank and leach lines, and the dimensions of such locations in relation to the lot line.

D. Elevations: Roof plan: Materials. Owners shall submit the elevations showing the front, rear, and all sides of the proposed Structure, the roof plan, including roof pitch, all siding materials, and all trim material.

B. Building Setbacks. Section 3.05 is amended to read as follows:

3.05 Building Locations. 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 maybe allowed by the Architectural Control Committee on specific lots where steepness or other considerations warrant a variance).

C. Vehicle Restrictions. Section 3.19 is amended to read as follows:

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 place 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 which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be un-obstructive and in offensive as determined by the Committee.

D. Lot Splitting. Section 3.23 shall be added to the declaration to read as follows:

Lot Splitting and Severance of Interest: No parcel, after its sale and conveyance by the 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.

E. Architectural Control Committee. Section 4.01 is amended to read as follows:

4.01 Architectural Control. The Architectural Control Committee ("Committee") shall be composed of three (3) members. The members are Bob Summers, Bob Edwards and Frank Joyce. 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 the 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 members 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, through a duly-recorded written instrument to appoint such successor or successors **{in the 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 in duplicate, the Committee may retain such plans and deliver to the Owner written notice of such approval. Approvals, disapprovals or conditional approvals shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or requests 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 be 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 requests 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.

F. Architectural Controls. Section 4.02 is amended to read as follows:

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 **Project** 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, grave, 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 form 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 the adjacent portions of the Project.

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

E. Dwellings and Garages: 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 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: Driveway 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 view 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. Relative Materials: All reflective metal surfaces, such as chimney stacks, flashing, 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 the construction of improvements. All exterior construction of a structure shall be completed within six (6) months after commencement of construction, 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:

{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 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 Owners shall execute and acknowledge the Certificate of Amendment. In the event an amendment is necessary to conform to 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 to be valid during the period consents are gathered even if such Owner's Lot is subsequently sold or transferred or the consenting Owner dies or becomes incompetent or otherwise loses the ability to consent. }

5. No Other Changes. Except as amended by this Amendment, the Declaration is ratified and shall remain in full force and effect.

In Witness Whereof, the parties have executed this Amendment effective on the date first above written by executing Consent to Amendment which is attached to the Amendment.