

RIDGEWOOD I
DECLARATION OF PROTECTIVE RESTRICTIONS
RIDGEWOOD CALIFORNIA

Tuolumne County Document Volume 807 Pages 446 to 471

Escrow No: 29460WD

This Declaration made and dated this 2nd day of January, 1966, by P.G. Fry Properties, a California corporation ("Declarant")

WITNESSETH:

Whereas, Declarant is the owner of certain property in the County of Tuolumne, State of California, more particularly described on the Map entitled **RIDGEWOOD** which map was filed in the Office of the Recorder of the County of Tuolumne, State of California, on January 2, 1986, Volume 19 of Subdivisions at Page 25.

Whereas, Declarant is about to sell said property, which it desires to subject pursuant to a general plan of improvement, to certain restrictions, conditions, covenants, and agreements, to itself and several purchasers of said property and between the several purchasers of said property as between themselves as hereinafter set forth;

Now, therefore, the Declarant declares that the real property described above is and, at all times hereafter, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens ("covenants and restrictions:") hereinafter set forth.

1. Architectural Control. No building or other structure shall be commenced, erected or maintained in **Ridgewood**, nor shall any exterior addition or alteration be made until the plans and specifications therefore have been submitted to and approved in writing by the Declarant. For the purposes of this paragraph plans and specification shall mean (a) and exterior elevation of each exposure, (b) a floor plan, (c) a plot plan showing the location of the improvement and driveway, and (d) and exterior materials list, (e) paint color.

In the event Declarant Fails to approve or disapprove such design within 30 days after said plans and specifications and any subsequent data requested by Declarant has been submitted to it, approval will not be required and this paragraph will be deemed to be fully complied with.

Notwithstanding the approval by Declarant of plans and specifications or its inspection of work in progress, it shall not be responsible in any way for any defects in any plans or specifications or other material submitted to it, nor for any defects in any work done pursuant thereto.

2. Residential Dwelling Only. Nothing but a single family, detached, private, residential dwelling, together with garage for the exclusive use of the family occupying each dwelling, shall be erected on any parcel. The term “single family dwelling” is intended to exclude every form of multi-family dwelling, but is not intended to exclude servants’ or guest premises.

No part of any lot or improvement thereon shall be used directly or indirectly for any business or profession or any commercial, non-residential purpose, not for commercial drilling, refining, quarrying or mining operations of any kind. This paragraph however, shall not preclude any Owner from renting or leasing his residence so long as said tenant or lessee does not conduct any proscribed activity on the property.

3. Building Area. The maximum height of any building or structure shall be two stories. No principal dwelling house shall have a living area, exclusive of the garage, carport, patio, terraces, porches and the like of less than 1,300 square feet of living area.

4. Roofs. A high quality roof is recommended. The minimum standard of a composition roof will be an architectural grade 80. No tar and gravel or blue colored roofs shall be allowed. No reflective surfaces shall be used with the exception of glass or hardware. \

5. Parking and Access. All automobiles, travel trailers, recreational vehicles, boats and the like must be placed in enclosed areas so that they shall not be visible from the adjoining properties or from the streets. During the design of the said enclosure, additional uses should be considered (e.g., work area, children’s play area, storage, guest room, etc.). Enclosed area can be fencing or natural plants, shrubbery, or trees.

6. Landscaping and Trees. It is recommended generally that the existing terrain be left undisturbed wherever possible. In all cases, the use of natural plants materials and informal site plans are encouraged. Particular care should be taken to preserve the natural ground cover to minimize the risk of soil erosion.

No trees or vegetation shall be cut except when necessary for home construction, safety or beautification. It is, however, the responsibility of each lot owner to treat or remove trees or vegetation when shown to be infected by a disease or insect of common danger to the immediate or adjacent areas.

7. Water and Sewage. No residence shall be occupied until the same shall be connected to the water distribution and sanitary sewage septic system. All homeowners are responsible for the installation of a water pressure reducing-valve.

8. Applicable Codes. All structures shall be built in accordance with applicable governmental laws, ordinances, statutes and building codes.

9. Completion of Construction. When construction of any building is once begun, the work thereon must be prosecuted diligently and the exterior thereof must appear to be completed within 6 months for the date of commencement.

10. Temporary Structures. No Temporary structure of any kind shall be erected or permitted on any parcel, nor shall any trailer, tent or the like be used as a temporary dwelling.

11. Refuse and Tanks. All garbage and trash containers, fuel tanks or similar facilities (including clothes drying facilities) shall be buried or placed in enclosed areas so that they shall not be visible for the adjoining properties or from the streets.

12. Maintenance. All parcels, whether occupied or unoccupied and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. Further, there may be no open-air storage of materials equipment or other things except those actually being used to construct improvements thereon.

13. Offensive Activities. No noxious or offensive activities shall be carried on in any area. Nor shall anything be done or place in any area which may be or become a nuisance, or cause unreasonable embarrassment, or annoyance to any other Owner in the in the enjoyment of his property. No off road vehicles such as dirt or trail bikes, shall be operated within the subdivision.

14. Animals. No animals nor fowl of any description shall be raised, housed, or kept on any parcel except that dogs and cats or other household pets that are of such nature as not be interfere with the safety and comfort of the adjoining owners may be so kept, provided that they are not bred or maintained thereon for any commercial purpose.

15. Signs. No signs of any kind shall be permitted on any parcel, except:

- (a) Such signs as may be required by law for legal proceedings.
- (b) Residential identification signs of customary dimensions.
- (c) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of 6 square feet per sign and of the type usually employed by contractors, subcontractors, and tradesmen.
- (d) Not more than one “for sale” or “for rent” sign of customary dimensions.
- (e) Signs erected and maintained by Declarant on any parcel prior to the initial sale of such parcel.

16. 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 right into different ownerships.

17. Assignment. This instrument shall be binding upon and shall inure to the benefit of the respective parties, their legal representatives, successors, heirs and assigns.

18. Declarant's Consent. Since these covenants and restrictions have been prepared to insure the architectural integrity and quality of life in **Ridgewood** for the benefit of all property owners, Declarant reserves the right to arbitrarily withhold its approval of submitted plans and specifications when it believes, in good faith that said plans are inconsistent with the purpose herein described.

19. Variances. Declarant may grant reasonable variances or adjustment from the provisions in the declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other parcels in the Development.

20. Enforcement. Declarant and each person to whose benefit this declaration inures may proceed at law or in equity to prevent the occurrence, continuation, or violation of any provision of the declaration, and the court in which action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees. Failure by the Declarant or any parcel Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or cause said party to be liable therefore.

Notwithstanding and without limiting the above, the Declarant may, with immunity, cause any violation of these covenants and restrictions to be corrected at the respective parcel owner's expense.

21. Notices. Any notice required to be delivered to any parcel Owner under the provisions of this declaration shall be deemed to have been properly delivered upon deposit in the United States mails, if postage is prepaid and said notice is addressed to the last known address of the person who appears as Owner on the records of the Declarant at the time of such mailing.

22. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

23. Lender Protection Clause. Not breach of the covenants conditions or restrictions herein contained shall defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of lien or mortgage or by reason of a trustee's sale, or otherwise.

24. Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose described herein. The headings have inserted of the convenience only, and shall not be considered or referred in the resolving questions of interpretation or construction.

P. G. Fry Properties, Inc.