

*Department of Real Estate
of the
State of California*

In the matter of the application of

REEDER/SUTHERLAND, INC.,
A California Corporation

**FINAL SUBDIVISION PUBLIC REPORT
STANDARD**

FILE NO.: 114234SA-F00

ISSUED: FEBRUARY 11, 2004

EXPIRES: FEBRUARY 10, 2009

for a Final Subdivision Public Report on

PONDEROSA RIDGE UNIT 3 (PHASE 3)

AMADOR COUNTY, CALIFORNIA

By: 
Deputy Commissioner

CONSUMER INFORMATION

- ❖ **THIS REPORT IS NOT A RECOMMENDATION OR ENDORSEMENT OF THE SUBDIVISION; IT IS INFORMATIVE ONLY.**
- ❖ **BUYER OR LESSEE MUST SIGN THAT (S)HE HAS RECEIVED AND READ THIS REPORT.**
- ❖ A copy of this subdivision public report along with a statement advising that a copy of the public report may be obtained from the owner, subdivider, or agent at any time, upon oral or written request, *must* be posted in a conspicuous place at any office where sales or leases or offers to sell or lease interests in this subdivision are regularly made. [Reference Business and Professions (B&P) Code Section 11018.1(b)]

This report expires on the date shown above. All material changes must be reported to the Department of Real Estate. (Refer to Section 11012 of the B&P Code; and Chapter 6, Title 10 of the California Administrative Code, Regulation 2800.) Some material changes may require amendment of the Public Report; which Amendment must be obtained and used in lieu of this report.

Section 12920 of the California Government Code provides that the practice of discrimination in housing accommodations on the basis of race, color, religion, sex, marital status, national origin, physical handicap or ancestry, is against public policy.

Under Section 125.6 of the B&P Code, California real estate licensees are subject to disciplinary action by the Real Estate Commissioner if they discriminate or make any distinction or restriction in negotiating the sale or lease of real property because of the race, color, sex, religion, ancestry, national origin, or physical handicap of the client. If any prospective buyer or lessee believes that a licensee is guilty of such conduct, (s)he should contact the Department of Real Estate.

READ THE ENTIRE REPORT ON THE FOLLOWING PAGES BEFORE CONTRACTING TO BUY OR LEASE AN INTEREST IN THIS SUBDIVISION.

SPECIAL NOTES

1. THIS REPORT COVERS ONLY LOTS 17-21, 37 THROUGH 44 OF PONDEROSA RIDGE UNIT 3.
2. IF YOU HAVE RECEIVED A PRELIMINARY PUBLIC REPORT FOR THIS SUBDIVISION, YOU ARE ADVISED TO CAREFULLY READ THIS FINAL PUBLIC REPORT SINCE IT CONTAINS INFORMATION THAT IS MORE CURRENT AND PROBABLY DIFFERENT FROM THAT INCLUDED IN THE PRELIMINARY REPORT.
3. YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW ENTITLED: TITLE (THAT INCLUDES RIGHT TO FARM NOTE FROM MAP), SOIL CONDITIONS, WATER, FIRE PROTECTION, STREETS AND ROADS (THAT PROVIDE FOR EASEMENTS/COMMON DRIVEWAYS OVER CERTAIN LOTS, AND MAINTENANCE OBLIGATIONS FOR SAME), SEWAGE DISPOSAL, AND HAZARDS.
4. IF YOU PURCHASE FIVE OR MORE SUBDIVISION LOTS FROM THE SUBDIVIDER, THE SUBDIVIDER IS REQUIRED TO NOTIFY THE REAL ESTATE COMMISSIONER OF THE SALE. IF YOU INTEND TO SELL YOUR INTERESTS OR LEASE THEM FOR TERMS LONGER THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED SUBDIVISION PUBLIC REPORT BEFORE YOU CAN OFFER THE INTERESTS FOR SALE OR LEASE.
5. NOTWITHSTANDING ANY PROVISION IN THE PURCHASE CONTRACT TO THE CONTRARY, A PROSPECTIVE BUYER HAS THE RIGHT TO NEGOTIATE WITH THE SELLER TO ALLOW AN INSPECTION OF THE PROPERTY BY THE BUYER OR THE BUYER'S DESIGNEE UNDER TERMS MUTUALLY AGREEABLE TO THE PROSPECTIVE BUYER AND SELLER.
6. MAP INCLUDES THE FOLLOWING RIGHT TO FARM NOTICE:

"NOTE:

THIS SUBDIVISION IS ADJACENT TO PROPERTY UTILIZED FOR AGRICULTURAL PURPOSES AND RESIDENTS OF THE SUBDIVISION MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE USE OF AGRICULTURAL CHEMICALS, INCLUDING HERBICIDES, PESTICIDES AND FERTILIZERS; AND, FROM THE PURSUIT OF AGRICULTURAL OPERATIONS, INCLUDING PLOWING, SPRAYING, PRUNING AND HARVESTING, WHICH OCCASIONALLY GENERATE DUST, SMOKE, NOISE AND ODORS, AMADOR COUNTY HAS ESTABLISHED AGRICULTURE AS A PRIORITY USE ON PRODUCTIVE AGRICULTURAL LANDS AND RESIDENTS OF ADJACENT PROPERTY SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT FROM NORMAL, NECESSARY FARM OPERATIONS IN ACCORDANCE WITH ORDINANCE NO. 1504 (THE "RIGHT TO FARM" ORDINANCE)."

LOCATION AND SIZE: This subdivision contains 25.59 acres divided into 13 lots. Located in Amador County at State Highway 88 near Aqueduct Grove Road approximately 1.5 miles east of Jackson, California.

TITLE: A preliminary (title) report shows title, among other things, to be subject to:

- THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "AGREEMENT CONCERNING THE PAYMENT OF THE CENTRAL AMADOR WATER PROJECT (MODIFIED) PARTICIPATION AND PROPORTIONATE FEES" BY AND BETWEEN AMADOR WATER AGENCY, A PUBLIC ENTITY AND REEDER/SUTHERLAND INC., A CALIFORNIA CORPORATION, PONDEROSA RIDGE, DATED JANUARY 24, 2003, RECORDED MARCH 3, 2003, INSTRUMENT NO. 2003-0003054-00 OF AMADOR COUNTY OFFICIAL RECORDS.

REFERENCE IS MADE TO THIS DOCUMENT FOR FULL PARTICULARS.

- VARIOUS MATTERS, INCLUDING EASEMENTS AND INCIDENTALS PERTAINING THERETO, AS SHOWN, NOTED AND DESIGNATED ON PLAT OF LAND OWNED BY ALYCE SMITH IN BOOK 4 OF MAPS AND PLATS AT PAGE 33.
- THE RESERVATIONS AND EXCEPTIONS CONTAINED IN PATENT AND/OR IN THE ACTS AUTHORIZING THE ISSUANCE THEREOF, ISSUED BY THE UNITED STATES OF AMERICA, RECORDED DECEMBER 24, 1913, IN BOOK A OF MISCELLANEOUS PATENTS, PAGE 353, OFFICIAL RECORDS.

AFFECTS A PORTION OF PREMISES

- ANY EASEMENT FOR WATER COURSE OVER THAT PORTION OF SAID PROPERTY WHICH LIES WITHIN THE LINES OF GRASS VALLEY CREEK AND TO ANY CHANGES IN THE BOUNDARY LINES OF SAID CREEK (AS IT NOW EXISTS) BY NATURAL CAUSES.
- AN EASEMENT OVER SAID LAND FOR ACCESS AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED PAUL R. REEDER, ET UX, IN DEED RECORDED DECEMBER 15, 2003, INSTRUMENT NO. 2003-0019731, OFFICIAL RECORDS.

AFFECTS SEE DOCUMENT FOR LOCATION

- RIGHTS OF THE PUBLIC AND OF THE COUNTY, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN STATE HIGHWAY 88 AND AQUEDUCT ROAD, PUBLIC ROADS.
- THE RESERVATIONS AND EXCEPTIONS CONTAINED IN PATENT AND/OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, ISSUED BY THE UNITED STATES OF AMERICA, RECORDED OCTOBER 22, 1877, IN BOOK A OF MISCELLANEOUS PATENTS AT PAGE 153 AND RECORDED DECEMBER 10, 1913 IN BOOK 1 OF PATENTS AT PAGE 497, OFFICIAL RECORDS.
- THE RESERVATIONS AND EXCEPTIONS CONTAINED IN PATENT AND/OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, ISSUED BY THE UNITED STATES OF AMERICA, RECORDED FEBRUARY 25, 1913, IN BOOK 1 OF PATENTS AT PAGE 491, OFFICIAL RECORDS.
- THE RESERVATIONS AND EXCEPTIONS CONTAINED IN PATENT AND/OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, ISSUED BY THE UNITED STATES OF AMERICA, RECORDED OCTOBER 1925, IN BOOK A OF MISCELLANEOUS PATENTS AT PAGE 153, OFFICIAL RECORDS.

- ADVERSE CLAIMS THAT MAY EXIST OR ARISE IN FAVOR OF ADJACENT OWNERS BY VIRTUE OF FENCES NOT BEING SITUATED ON THE PROPERTY LINE.

AFFECTS: THE SOUTHERLY AND SOUTHWESTERLY PORTION OF PREMISES

DISCLOSED BY: SURVEY MAP RECORDED IN BOOK 4 OF MAPS AND PLATS AT PAGE 88

- ANY RIGHTS, EASEMENTS OR CLAIMS THAT MAY EXIST OR ARISE IN AND TO THAT PORTION OF SAID LAND LYING WITHIN GRASS VALLEY CREEK, AS DISCLOSED BY RECORD OF SURVEY RECORDED JANUARY 13, 1959, IN BOOK 5 OF MAPS AND PLATS AT PAGE 53.
- AN AGREEMENT BY AND BETWEEN THE COUNTY OF AMADOR OF SUBDIVISION IMPROVEMENT AGREEMENT AND REEDER/SUTHERLAND, INC., A CALIFORNIA CORPORATION, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL DESCRIPTION HEREIN, RECORDED FEBRUARY 03, 2004, INSTRUMENT NO. 2004-0001358, OFFICIAL RECORDS.

EASEMENTS: Easements for utilities, telephone purposes, line of poles, drainage, rights-of-way, access, building setback, sanitary setback, power line, and other purposes are shown on the Title Report and Subdivision Map recorded February 3, 2004 in the Office of the Amador County Recorder, Book 8 of Subdivision Maps at Pages 7-10.

Any easement for water course over that portion of said property which lies within the lines of Grass Valley Creek and to any changes in the boundary lines of said creek (as it not exists) by natural causes.

"An irrevocable offer to dedicate to the public for its use and convenience:

Easements for right-of-way, utility maintenance and snow storage, 5 feet wide outside of and contiguous to all cut and fill slopes of all roads offered for dedication shown hereon, for the express purpose of the County's or other authority's performing all necessary work to protect the roadway and maintain the slopes. The portions hereon covered by said easements shall be kept clear."

RESTRICTIONS: This subdivision is subject to Restrictions recorded in the Office of the Amador County Recorder, on February 3, 2004, Instrument No. 2004-0001359, which includes among other provisions, the following: Prior to any construction, you must obtain approval of your plans by the Architectural Control Committee aka "Committee"). This committee is appointed by the subdivider. If the developer or the Committee or one of your neighbors sues you for any violation of the Restrictions, you may have to pay his/her attorney's fees and expenses.

6.1.2 Each Owner is responsible for adhering to California Public Resources Code Section #4291 by following County Code Chapter 15.30. In addition, the following shall apply to the extent they provide more stringent fire protection than the applicable Section of Chapter 15.30:

4291. Firebreaks; trimming of trees; chimney screens; variance or exemption by regulations of state forester. . . .

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS, YOU SHOULD READ THE RESTRICTIONS. THE SUBDIVIDER MUST MAKE THEM AVAILABLE TO YOU.

USES AND ZONING: The developer advises that adjacent properties to the north, south and west are zoned for single family 5 acre uses and property to the east is zoned for planned development.

The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within a *State Responsibility Area* (wildland area that may contain substantial forest fire risks and hazards) as determined by the California State Board of Forestry. Additionally, the subdivider has advised that prospective purchasers within this Area will be provided a separate disclosure required under Public Resources Code Section 4136.

Since all or portions of the subdivision subject to this Public Report are located within one or more natural hazard areas, your homeowner's insurance may be affected. You should contact your lender and insurance carrier for more information regarding types of insurance and costs.

At the time this public report was issued, information regarding whether all or portions of this subdivision are located within certain natural hazard areas (e.g. Seismic Hazard Liquefaction Zone) was not yet available to the subdivider. You should ask the subdivider for updated information before obligating yourself to purchase.

TAXES: The maximum amount of any tax on real property that can be collected annually by counties is 1% of the full cash value of the property. With the addition of interest and redemption charges on any indebtedness, approved by voters prior to July 1, 1978, the total property tax rate in most counties is approximately 1.25% of the full cash value. In some counties, the total tax rate could be well above 1.25% of the full cash value. For example, an issue of general obligation bonds previously approved by the voters and sold by a county water district, a sanitation district or other such district could increase the tax rate.

For the purchaser of a lot in this subdivision, the full cash value of the lot will be the valuation, as reflected on the tax roll, determined by the county assessor as of the date of purchase of the lot or as of the date of completion of an improvement on the lot if that occurs after the date of purchase.

ASSESSMENTS: This subdivision lies within the boundaries of the Amador Fire Protection District and Amador County Unified School District 2002 Bond, Assessment Case No. 00003 A 1915 Bond and is subject to any taxes, assessments, and obligations thereof.

This subdivision lies within the boundaries of the Ponderosa Ridge CSA District No. 5 and is subject to any taxes, assessments, and obligations thereof. This district was formed to provide maintenance of all public roads in the subdivision. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded

contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of this Public Report, it is anticipated the projected assessment for each residential unit within this development will be \$112.00. The administration of this district will be provided by the Amador County Public Works Department.

CONDITIONS OF SALE: If your purchase involves financing, a form of deed of trust and note will be used. The provisions of these documents may vary depending on the lender selected. These documents may contain the following provisions:

Acceleration Clause: This is a clause in a mortgage or deed of trust which provides that if the borrower (trustor) defaults in repaying the loan, the lender may declare the unpaid balance of the loan immediately due and payable.

Due-On-Sale Clause: If the loan instrument for financing your purchase of an interest in this subdivision includes a due-on-sale clause, the clause will be automatically enforceable by the lender when you sell the property. This means that the loan will not be assumable by a purchaser without the approval of the lender. If the lender does not declare the loan to be all due and payable on transfer of the property by you, the lender is nevertheless likely to insist upon modification of the terms of the instrument as a condition to permitting assumption by the buyer. The lender will almost certainly insist upon an increase in the interest rate if the prevailing interest rate at the time of the proposed sale of the property is higher than the interest rate of your promissory note.

A Balloon Payment: This means that your monthly payments are not large enough to pay off the loan, with interest, during the period for which the loan is written and that at the end of the loan period, you must pay the entire remaining balance in one payment. If you are unable to pay the balance and the remaining balance is a sizeable one, you should be concerned with the possible difficulty in refinancing the balance. If you cannot refinance or sell your property, or pay off the balloon payment, you will lose your property.

A Prepayment Penalty: This means that if you wish to pay off your loan in whole or in part before it is due, you must, in addition, pay a penalty.

A Late Charge: This means that if you fail to make your installment payment on or before the due date, or within a specified number of days after the due date, you, in addition, must pay a penalty.

The subdivider may assist you in arranging financing from a federal or state regulated lender which will make loans that allow the interest rate to change over the life of the loan. An interest rate increase ordinarily causes an increase in the monthly payment that you make to the lender. The lender will provide you with a disclosure form about the financing to assist you in evaluation of your ability to make increased payments during the term of the loan. This disclosure form will be furnished to you at the time you receive your loan application and before you pay a nonrefundable fee.

**BEFORE SIGNING, YOU SHOULD READ AND THOROUGHLY
UNDERSTAND ALL LOAN DOCUMENTS.**

PURCHASE MONEY HANDLING: The subdivider must impound all funds received from you in an escrow depository until legal title is delivered to you. [Refer to Business and Professions Code Sections 11013, 11013.1, and 11013.4(a).]

If the escrow has not closed on your lot within three (3) months from the date of purchase contract you may request the return of your purchase money deposit.

SOIL CONDITIONS: Some lots contain or will contain filled ground. Information concerning filled ground, geological and soil conditions is available at Amador County Planning Department, 500 Argonaut Lane, Jackson, CA 95642.

GEOLOGIC CONDITIONS: THE UNIFORM BUILDING CODE, APPENDIX CHAPTER 33, PROVIDES FOR LOCAL BUILDING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE DAMAGE FROM GEOLOGIC HAZARDS SUCH AS LANDSLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION OR SUBSIDENCE. THIS SUBDIVISION IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST. SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY CONTACT THE SUBDIVIDER, THE SUBDIVIDER'S ENGINEER, THE ENGINEERING GEOLOGIST AND THE LOCAL BUILDING OFFICIALS TO DETERMINE IF THE ABOVE-MENTIONED HAZARDS HAVE BEEN CONSIDERED AND IF THERE HAS BEEN ADEQUATE COMPLIANCE WITH APPENDIX CHAPTER 33 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS SUBDIVISION.

FLOOD AND DRAINAGE CONDITIONS: The Planning Department Land Use Agency has provided the following information:

1. Flood Zone Designation: Zone X (Areas determined to be outside 100-year flood plain);
2. Panel Number: 925;
3. Community Number: 060015 E;
4. Date of Flood Rate Map Revision: June 6, 2000.

Please feel free to call the above noted Planning Department if you have any questions or concerns.

WATER: The Amador Water Agency (a public agency) advises as follows:

1. Financial arrangement have been made for all water improvements for Phase 2.
- 2) Ample supply of water for normal use and fire protection is expected upon completion of the project.
- 3) Water will be furnished upon demand without exception to each and every lot upon completion and acceptance of the project facilities.

- 4) The water being supplied is potable.
- 5) Purchaser would pay for a water meter installation, and water service through bi-monthly bills. Participation Fees must be paid at time of lot sale or earlier if water service is requested in accordance with recorded Agreement. Amador Water Agency is not providing sewer service.

If you have any further questions please contact (209) 257-5242

The developer advises that the cost for installation of service to dwelling will be approximately \$600 to \$900.

Purchasers will be responsible for the above noted costs.

FIRE PROTECTION: The Amador Fire Protection District advises as follows:

1. The subject property is within the Amador Fire Protection District. The nearest fire station is approximately five (5) miles from the subdivision.
2. Subdivision fire hydrants are to be provided as a condition of approval of this subdivision.
3. Fire dispatch in this area for both wildland and structural fires will include multiple resources from local government fire departments and the State of California, including but not limited to fire engines and water tenders.
4. The subdivision is located in an area subject to the threat of wildland fire.
5. The subject lots are designated State Responsibility Area (SRA) for purposes of protection for wildland fire.

The Department of Forestry and Fire Protection, at 11600 Highway 49, Sutter Creek, CA 95685 advises as follows:

This project is within the mutual aid boundaries of the Amador Fire Protection District and the California Department of Forestry and Fire Protection. Fire protection is provided by this agency in regards to wildland fires. Our closest engine is located at Zion Fire Station in Pine Grove, which is approximately seven minutes or approximately six miles from this subdivision. A standard wildland response from our agency will be six engines, one bulldozer, two handcrews, two air tankers, and one battalion chief. The engines will be staffed with a minimum of three firefighters.

The nearest Amador Fire Protection District's Station located in Pine Grove also approximately six miles from your project on Gala Drive.

This subdivision is located in a very high fire severity zone subject to the requirements of the Amador County Ordinance Number 1437, Government Code Section 51182 and Public Resource Code 4290.

Emergency water supplies will be required to satisfy the requirements of the Uniform Fire Code and will be addressed by Public Resource Code 4290. A 2500-gallon water tank may be required for fire suppression for each subdivision lot. This issue will be addressed upon the start of the building construction.

If you have any further questions, please do not hesitate to call (209) 267-1889.

GAS: Kamps Propane.

The developer has provided the following information from Kamps Propane who may be contacted at (209) 296-5444 or 1 (800) 515 4GAS for further information:

Kamps Propane of Pioneer will install and maintain an underground propane system at the Ponderosa Ridge Unit 3 Subdivision 116 – 13 lots located in Pine Grove, California.

The system will be operated from one group of tanks with main lines under the streets. We will run a feeder line to the utility corner of each lot.

When the homeowner is ready for gas to the house, Kamps will install the pipe up to the house in the property owner's trench. There will be no charge for this. Kamps Propane will also install a meter at each house, which will be read monthly. There will be no monthly service fee, and Kamps will not ever charge over the amount of the average bulk price for the area.

ELECTRICITY: Pacific Gas and Electric Company.

TELEPHONE: Volcano Telecommunications Service.

SEWAGE DISPOSAL: The developer's engineer has provided the following:

Each of the Phase 3 Ponderosa Ridge subdivision lots will be served by individual on-site sewage disposal systems permitted by the Amador County Environmental Health Department. Based upon the current rules and regulations governing on-site sewage disposal systems in Amador County, two (2) of the Phase 3 lots will support conventional septic systems, while the remaining eleven (11) lots will support shallow pressure-dosed septic systems which require engineered system designs. Based upon recent experience with similar projects, I project the range of probable cost for three-bedroom septic systems on these parcels to range between \$5,000 and \$12,000.

The Environmental Health Department/Land Use Agency, 500 Argonaut Lane, Jackson, CA 95642-9534, (209) 223-6439 provided as follows:

Each and every lot created by Unit 3 of the Ponderosa Ridge subdivision will be served by an individual on-site sewage disposal system. Permits for all on-site sewage disposal may be obtained from the Amador County Environmental Health Department. Lots 37 and 41 will support conventional septic tank leachfield systems without additional engineering required. Lots 17, 18, 19, 20, 21, 38, 39, 40, 42, 43 and 44 have been found suitable for shallow pressure dosed designs and will require that a site specific design by a qualified consultant be submitted for review and approval by this department prior to permit issuance.

If you have any questions regarding this matter, please feel free to contact this department.

BUILDING PERMIT: If you purchase a vacant lot within this subdivision, you will be required to obtain a building permit and pay all applicable fees prior to construction. These fees may include, but may not be limited to the following: schools, sewer, water, drainage, traffic mitigation, park, infrastructure, etc. Vacant lot purchasers should contact the local building and planning departments for the current list of fees and other requirements prior to purchasing a lot. Purchasers of vacant lots should realize, however, that these fees and requirements could change.

STREETS AND ROADS: As of the date of this report, streets have not been completed. Subdivider has 1 year to complete. The time limit may be extended by the County.

The developer's engineer advises as follows:

There are 4 private roads in Unit 3 of the Ponderosa Ridge subdivision in Amador County. They, and their associated maintenance costs, are as follows:

Blackberry Lane+Gayla Drive to Alder Lane, to serve Lots 36, 43, 44, 45, 46 and Parcel B:

Total Lineal Feet	=	947 feet
Annual cost to maintain	=	\$1.55/lineal foot
Estimated annual cost	=	\$245/lot/year

Alder Lane to Lots 43 and 44.

Total Lineal Feet	=	717
Annual cost to maintain	=	\$1.61/lineal foot
Estimated annual cost	=	\$578/lot/year

Paintbrush Lane to serve Lots 37, 38, 39, 40, 41 and 42

Total Lineal Feet	=	654
Annual cost to maintain	=	\$1.79/lineal foot
Estimated annual cost	=	\$195/lot/year

Cottonwood Lane to service Lots 17, 18, 19, 20, 21 and adjusted Parcel 2 (see CC&Rs):

Total Lineal Feet	=	702
Annual cost to maintain	=	\$1.68/lineal foot
Estimated annual cost	=	\$196/lot/year

The repair and maintenance of the private roads will be in accordance with a Road Maintenance provisions, provided as part of the Covenants, Conditions and Restrictions, recorded on February 3, 2004 as Instrument No. 2004-0001359 and particularly in Article IX thereof. Reference is made to the CC&Rs for further particulars.

9.2 Maintenance of Private Roads. All lots benefiting from any Private Road described in Paragraph 9.1 shall share equally in the maintenance of such Private Road and appurtenant drainage facilities, including, but not limited to, snow removal.

SCHOOLS: This project lies within the Amador County Unified School District. This district advises that the schools initially available to this subdivision are:

Pine Grove Elementary School
20101 Highway 88
Pine Grove, CA
(209) 296-4618

Jackson Junior High School
333 Rex Avenue
Jackson, CA
(209) 223-1141

Amador High School
330 Spanish Street
Sutter Creek, CA
(209) 267-5244

Due to increasing enrollments, we cannot guarantee that students who live within this project area will continue to attend the currently assigned schools.

Our estimates are that this subdivision would generate an additional impact on the student housing needs of our schools. The Amador County Unified School district considers this project a Legislative Act and mitigation must be completed with the Superintendent of Schools above the statutory fee of \$2.14 per square foot.

This school information was provided prior to the date of issuance of this public report and is subject to change. For the most current information regarding school assignments, boundary changes, facilities and bus service, purchasers are encouraged to contact the above school district.

If you need clarification as to the statements in this Public Report or if you desire to make arrangements to review the documents submitted by the subdivider which the Department of Real Estate used in preparing this Public Report, you may call (916) 227-0813.

LOT 42

LOT 37

PAINTBRUSH

32

33

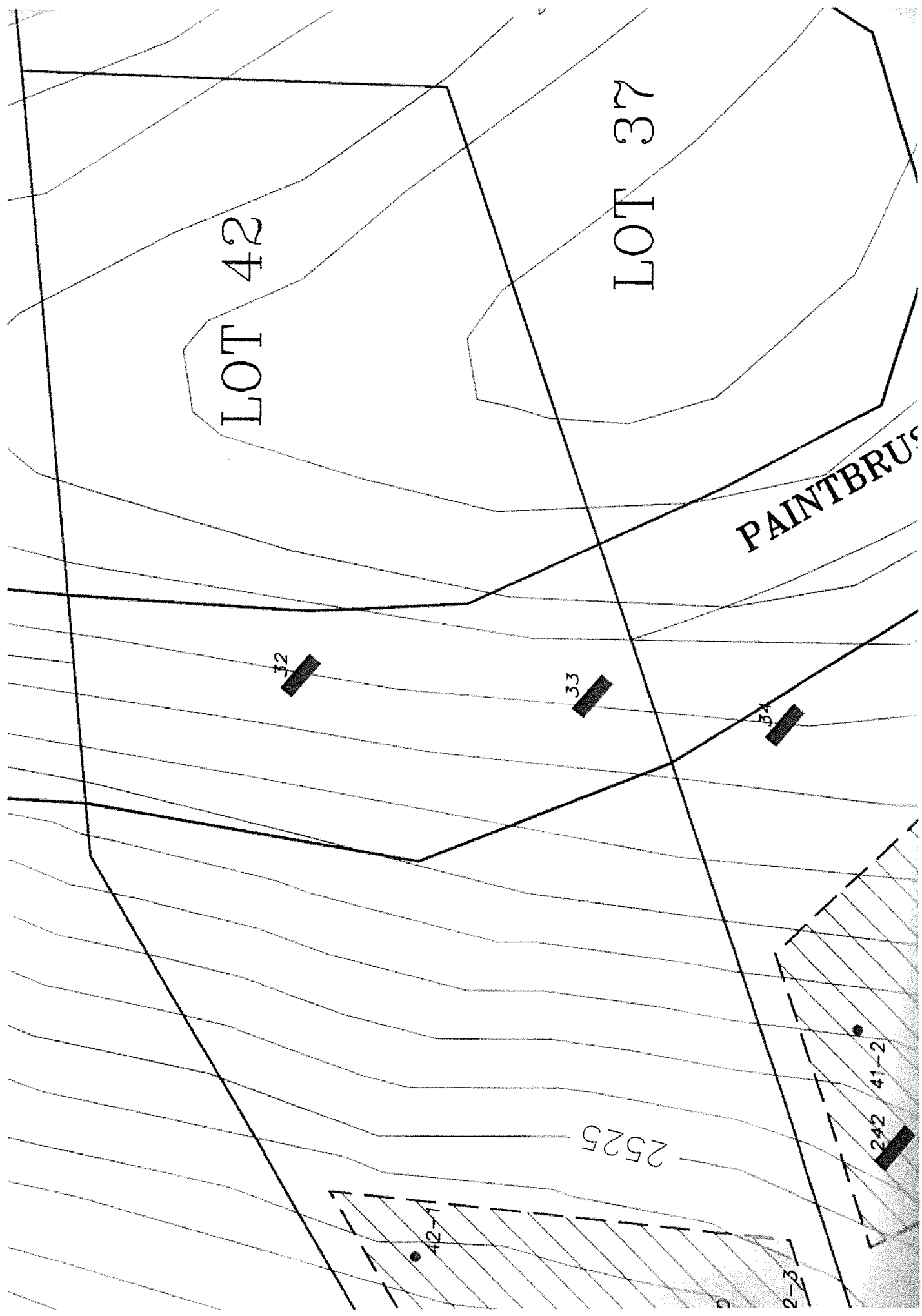
34

2525

42-1

242 41-2

2-3



OT 42

TS:

DEPTH

SITE CRITERIA:

SLOPE: 30% \pm
TEMPORARY GW: NOT OBSERVED
PERMANENT GW: NOT OBSERVED
DISPOSAL AREA REQ'D.: 8,000 S.F.

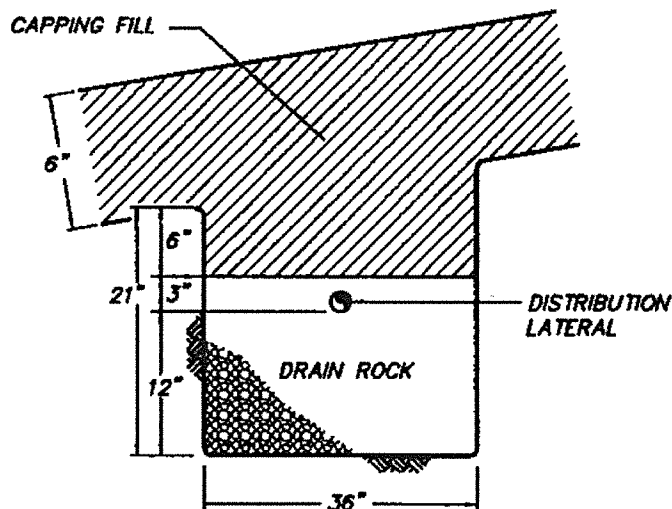
SYSTEM TYPE:

SYSTEM: PRESS. DOSED
MAX. TRENCH DEPTH: 21"
(DOWSLOPE SIDE)
ROCK BELOW PIPE: 12"
CAPPING FILL: 6"
APP. AREA: 3.0 S.F./L.F.
APP. RATE: 0.45 GPD/S.F.
TRENCH PER BDRM: 84 L.F.
CURTAIN DRAIN: NOT REQ'D.

TS:

TE
PI)

5
1
7





PLACER TITLE COMPANY
A MOTHER LODE COMPANY

CONVENANTS, CONDITIONS AND RESTRICTIONS

TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS,
EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE
COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED
BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY,
BASED ON RACE, COLOR, RELIGION, SEX HANDICAP, FAMILIAL STATUS
OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE
COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE
42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP,
BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.
COPIES FURNISHED BY:

☐

BUYERS COPY

☐

BROKERS COPY

☐

LENDERS COPY

☐

CUSTOMER SERVICE

PLACER TITLE COMPANY
500 SOUTH AVENUE SUITE 1
JACKSON, CALIFORNIA 95642
(209) 223-3592

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Reeder/Sutherland, Inc.
5625 Red Valley Road
Ione, CA 95640



Amador County Recorder
Sheldon D. Johnson

DOC- 2003-0013116-00

Check Number 021055

REQD BY REEDER/SUTHERLAND INC

Friday, AUG 22, 2003 12:52:34

Ttl Pd \$45.00

Nbr-0000065213

KIM/R1/1-14

DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
OF

Ponderosa Ridge

PHASE 2

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**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
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PONDEROSA RIDGE—PHASE 2**

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**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF
PONDEROSA RIDGE—PHASE 2**

This Declaration of Covenants, Conditions and Restrictions for Ponderosa Ridge Phase 2 is made on the 8th day of July, 2003 by Reeder/Sutherland, Inc., a California corporation. Its principal office is at 5625 Red Valley Road, Ione, California 95640.

RECITALS

Declarant is the Owner of certain real property in the County of Amador, State of California ("the Project") being Lots 7 through 16, Lots 22 through 28, Lot 36, and Lots 45 and 46 of Ponderosa Ridge Phase 2 as shown on the official subdivision Map and incorporated herein by this reference.

It is the desire and intention of the Declarant to impose on the Project mutually beneficial restrictions to ensure the best use and the most appropriate development and improvement of each Lot; to protect Owners against such improper use of surrounding Lots as would depreciate the value of their property or interfere with the peaceful and quiet enjoyment of their Lot; and to preserve the natural beauty of the Lots.

It is the desire and intention of the Declarant that all of the covenants, conditions, restrictions, limitations and reservations shall run with the land and shall be binding on all parties having or acquiring any rights, title or interest in the Project or any part thereof.

ARTICLE I – DEFINITIONS

The following terms used in this Declaration shall be applicable to this Declaration and to any amendments hereto and are defined as follows:

- 1.1 "Committee" means the Committee established under this Declaration.
- 1.2 "Common Driveway" means a common driveway serving more than one Lot.
- 1.3 "County" means Amador County, State of California.
- 1.4 "Declarant" means Reeder/Sutherland, Inc., a California corporation and any successor and assignee to whom Declarant assigns its interest as Declarant in whole or in part by an instrument recorded in the Official Records of the County.
- 1.5 "Declaration" means this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PONDEROSA RIDGE PHASE 2 and any subsequently recorded amendments.
- 1.6 "Driveway" means all individual driveways serving only one Lot.
- 1.7 "PONDEROSA RIDGE PHASE 2" means the actual name of the subdivision.
- 1.8 "Improvement" or "Improvements" means and includes, but is not limited to, buildings, outbuildings, lighting, Driveways, Common Driveways, parking areas, fences, screening, retaining walls, stairs, decks, water lines, irrigation, sewer, electrical, satellite dishes, radio and television antennas, cable television, landscaping, and all other approvals by the Committee, whether above or below the land surface.
- ~~1.9 "Landscaping or Landscaped Area" means the area which is to be, or is, landscaped on each Lot.~~
- 1.10 "Lot" means the Lots described on the Map as defined herein.
- 1.11 "Lot Line" means the boundary line of each Lot.
- 1.12 "Map" means the final recorded map of the subdivision known as "Final Subdivision Map No. 116, Ponderosa Ridge Phase 2" filed for record in the County of Amador, State of California, on AUG. 22, 2003 in Book 7 of Subdivision Maps at Page 88.

- 1.13 "Mortgage" means and shall include a deed of trust, a mortgage or an installment land contract encumbering a Lot.
- 1.14 "Mortgagee" means and shall include a beneficiary or a holder of a deed of trust, a mortgagee of a Mortgage, or a seller under an installment land contract.
- 1.15 "Mortgagor" means the trustor of a deed of trust, a mortgagor of a Mortgage, or a purchaser under an installment land contract.
- 1.16 "Owner" means the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one Person owns a single Lot, the term Owner shall mean all owners of that Lot. The term, "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude the contract vendor and any Person having an interest in a Lot merely as security for performance of an obligation.
- 1.17 "Person" means a natural Person, a corporation, a limited liability company, a partnership, a trustee, or other legal entity.
- 1.18 "Private Road" means Private Road areas established under this Declaration.
- 1.19 "Project" means all of property described on the Map described herein.
- 1.20 "Public Report" means the Final Subdivision Public Report issued by the Department of Real Estate of the State of California for the Project.
- 1.21 "Residence" means a dwelling situated on a Lot, including any attached garage also situated on a Lot.
- 1.22 "Setback" means the minimum permitted distance between a property line and an Improvement such as a building as set forth in this Declaration or by the County.
- 1.23 "Street" or "Streets" means any publicly dedicated street or any other publicly dedicated thoroughfare within or adjacent to the Project and shown on any recorded subdivision or parcel map or record of survey, whether designated thereon as a dedicated street, boulevard, place, drive, road, terrace, way, lane, trail, circle, court, or any other designation used to name a public street.
- 1.24 "Trailer" means a travel trailer, tent trailer, 5th wheel trailer, cab-over camper whether or not attached to a vehicle, camper, motorized recreational vehicle, mobile home, boat trailer, motorcycle trailer, horse trailer, or any other trailer.

ARTICLE II – COMMITTEE

2.1 **Committee Creation, Appointment and Removal.** For the purpose of maintaining the architectural and aesthetic integrity and consistency within the Project, and for other purposes described in this Declaration, a Committee, consisting of three (3) persons, is hereby established.

Until the Declarant has sold all Lots within the Project, (a) the Declarant may, at its discretion and at any time, appoint or remove any members of the Committee, and (b) Declarant shall keep on file at its principal office the current names of Committee members and the Committee address for purposes of plan submission. After the Declarant has sold all Lots within the Project, the Owners will assume responsibility for electing and appointing members of the Committee, and the record Owners of more than fifty percent (50%) of the Lots within the Project shall elect and appoint a new Committee to assent and exercise all the power and functions of the Declarant specified herein. Any time a change occurs in the Committee membership, the Committee shall immediately notify all Owners and outgoing Committee members in writing of the names of Committee members and the Committee address. No member of the Committee, however created, shall receive any compensation or make any charges for these services as such. Members of the Committee serve until they resign, are removed, or are replaced.

The initial Committee shall be Robert Reeder, America Reeder, and Stefan Horstschaer. The Committee's initial address shall be: 5625 Red Valley Road, Ione, California 95640.

ARTICLE III – APPROVAL OF PLANS

3.1 **Approval of Plans Required.** No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Committee, prior to submission to the County for review and approval.

The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (a) a site development plan showing the location and dimensions of all proposed buildings, Driveways, Common Driveways, walkways, fences and Landscaping; a site development summary setting forth the square footage of each proposed structure; and a site grading and drainage plan., (b) building elevations showing exterior dimensions, materials and exterior color schemes of the proposed building, and (c) location of existing trees to be removed.

The procedure and specific requirements for review and approval of construction may be set forth in Design Guidelines, if any, adopted from time to time by the Committee. The Committee may charge a reasonable fee to cover the cost of processing the application. In all cases in which the Committee consent is required by this Declaration, the provisions of this Article shall apply, except that this Article shall not apply to construction by Declarant.

3.2 Plan Changes and Plans for Changes to Improvements.

3.2.1 Material changes in approved plans must be similarly submitted to and approved by the Committee.

3.2.2 In addition to the other requirements of Article III, no exterior surface finish material or color of any Improvement on any Lot shall otherwise be changed, and no additions or alterations to any paved area on any Lot shall be made, until plans for such alterations, additions, or changes, including samples of materials or colors, or plans with regard to paving, as the case may be, together with such other information as shall be required by the Committee, have been submitted to the Committee and the Committee has approved such requested change.

3.3 **Committee Decision.** The Committee shall render its decision with respect to the construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within forty-five (45) working days after the Committee has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with. Upon approval by the Committee of any plans submitted hereunder, one (1) copy of such plans as approved shall be retained for permanent record by the Committee, and one (1) copy of such plans shall be returned to the Applicant.

3.4 **Basis for Disapproval.** The Committee may, in its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the Design Guidelines, if any, or design standards that the Committee intends for the Project. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of external design with the existing Improvements and as to location with respect to topography and finished grade elevations. Considerations such as siting, shape, size, color, design, materials, height, solar access, screening, impairment of the view from other Lots, or other effect on the enjoyment of other Lots, disturbance of existing terrain and vegetation and any other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

The Committee may disapprove any and all plans submitted hereunder on any reasonable ground, including but not limited to, any of the following:

3.4.1 Failure to comply with any of the provisions set forth in this Declaration;

3.4.2 Failure to include information in such plans as may have been reasonably requested by the Committee;

3.4.3 Failure to comply with any Design Standards and Restrictions as contained in this Declaration or in any Design Guidelines that are now, or may hereinafter be, in effect at the time plans are submitted to the Committee for review;

3.4.4 ~~Incompatibility of the exterior design of the proposed structures or of the appearance of the materials to be used in the construction of any proposed structure with any existing Improvement or any Improvement proposed and previously approved by the Committee;~~

3.4.5 The location of any proposed Improvement upon a Lot in relation to other Lots;

3.4.6 Objection to the grading and drainage plan for any Lot; or

3.4.7 Objection to the color schemes, finish proportions, style of architecture, bulk or appropriateness (giving special consideration to height factors) of any proposed Improvement in relation to the other Improvements, existing or proposed and approved by the Committee;

3.4.8 Any other matter which, in the reasonable judgment of the Committee, would render the proposed Improvements or use inharmonious with Improvements then located upon, or proposed and approved by the Committee for the Project.

3.5 **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

3.6 **Liability.** Neither Declarant nor the Committee, nor the employee, officer or agents thereof, shall be liable, except for willful or intentional acts, to any Owner, lessee, licensee or occupant of real property subject to this Declaration for any damage, loss or prejudice suffered or claimed on account of any action or inaction pursuant to this Article including, but not limited to, the following:

3.6.1 The approval or disapproval of any plans, whether or not said plans are defective;

3.6.2 The construction or performance of any work, whether or not done pursuant to approved plans; or

3.6.3 The development of any Lot within the Project. Every Owner, lessee, licensee or occupant of such real property acknowledges and agrees that any review and approval by the Committee of any plans is not a review and approval of the design, suitability, structural integrity or any other engineering or architectural considerations, and is not a determination that the proposed Improvements are consistent with the building code and zoning ordinances of the County.

Every Owner, lessee, licensee or occupant agrees not to bring any action or suit against Declarant, the Committee or the employees, officers or agents thereof, to recover damages from or to seek equitable relief by reason of any action or inaction of the above Persons, and each and every Owner, lessee, licensee or occupant hereby waives any right to do so.

3.7 **Nonwaiver.** Consent by the Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

3.8 **Effective Period of Consent.** The Committee's consent to any proposed work shall automatically be revoked twelve (12) months after issuance unless construction of the work has been substantially commenced in the judgment of the Committee and thereafter diligently pursued, unless the Owner has applied for and received an extension of time from the Committee.

3.9 **Completion of Work.** In all cases, work shall be completed in accordance with such plans as have been approved by the Committee not later than one (1) year from the date of commencement of construction, unless completion is prevented within said one (1) year period due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of Applicant, in which case such one (1) year period shall be extended for the same period of time such occurrence beyond the control of Applicant reasonably delayed construction.

If work is not completed within said period as described in the preceding paragraph, the Committee may extend the period of time within which work must be completed.

3.10 **Estoppel Certificate.** Within fifteen (15) working days after written request is delivered to the Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee shall provide such Owner with an estoppel certificate executed by a member of the Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such Improvements do not so comply, in which event the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between Declarant, the Committee, all Owners, and such purchaser or mortgagee.

3.11 **Enforcement.** If during or after the construction the Committee finds that construction does not comply with the approved plans, the Committee may require conforming changes to be made or that construction be stopped. The cost of any required changes shall be borne by the Owner. The Committee shall have the power and authority to order any manner of changes or complete removal of any Improvement, alteration or other activity for which prior written approval from the Committee is required and has not been obtained or waived in writing. If an Owner fails to comply with an order of the Committee, then the Committee may enforce compliance in accordance with this Declaration.

3.12 **Governmental Requirements.** The application to, and the review and approval by, the Committee of any proposals, plans or other submittal shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the respective Owner.

ARTICLE IV – DESIGN STANDARDS AND RESTRICTIONS

4.1 **General Architectural Standards.** The Committee shall have broad discretionary powers in the review and approval of architecture and screening. Horizontal roof elevations and vertical wall elevations on all structures shall be required to be broken architectural elements and physical breaks in the façade. The design of the roof should appear as an integrated architectural element. A minimum of one window per elevation per floor is required.

Architectural colors shall be harmonious with the setting and the neighboring properties. Bright colors are acceptable for use in accent and trim areas only. Roof colors will be evaluated as they relate the character of the home as well as for compatibility with the neighboring structures. All windows and doors should be trimmed or set apart from the plane of the façade by accent colors.

All screening, whether constructed, installed, or existing natural features, shall be approved by the Committee.

4.2 **Garages and Accessory Buildings.** Each home is required to have at least a two-car enclosed garage. The use of side turned garages will be encouraged. Garages may be attached or detached from the primary residence. Front-loading garage doors must not protrude in front of the main building façade without specific approval of the Committee. Buildings with front-loading garages flush with the front of the main building façade will be discouraged. The visual image of attached garages should be minimized in the streetscape. This may be accomplished by the use of structural elements, variation within the building façade or decorative elements on the garage façade. Front porches and building entries may protrude in front of the garage as allowed by the lot setback. All garages must be similar in style and color to the primary residence. A detached garage should be placed within the rear yard area of the lot and must be clearly shown on the site plan that is submitted for review. Accessory buildings shall be of a permanent nature and must be of similar construction, materials and color as the primary residence.

4.3 **Porches, Decks and Overhangs.** Covered porches, decks and overhangs are encouraged to provide variety to the building façades of each residence while maintaining architectural integrity and unity within the structure. The appearance of "add-on" elements should be avoided by integrating these elements into the design of the structure. If a deck faces any other Lot, Street, or Private Road, the area under the deck must be screened from public view.

The Committee may require the use of structural elements beyond that required by building code to achieve visual balance between the deck and the support structure.

4.4 **Utility Services and Heating and Air Conditioning Equipment.** No overhead telephone, electrical service or other utility lines may be constructed on any Lot or may cross over any Lot, except for any existing overhead lines. All portions of telephone, electrical service or other utility lines, other than service pedestals, not located entirely within the enclosed portion of a Residence must be buried beneath the surface of the ground.

Heating, cooling, air conditioning equipment, solar panels or other such similar equipment, including fans or similar devices, visible from any other Lot, Street, or Private Road, shall be architecturally screened from public view and approved as part of the development plan review. The installation of solar panels shall be subject to the prior approval of the Committee.

The Project is serviced for propane gas by underground facilities. No lot shall be allowed to have an above ground propane tank. However, in the event of a disruption in service that cannot be reasonably cured within three (3) days by Gas Company, then above ground propane tanks may be temporarily installed on any lot suffering such disruption and used for up to one year after service is restored.

4.5 **Building Limitations.** All structures shall be constructed in conformance with all County and State Building Codes.

4.6 **Driveways, Common Driveways, and Private Roads.** All Driveways, Common Driveways, and Private Roads shall be surfaced with concrete or asphalt material. The Committee may, in its discretion, allow the use of brick or other stone material. Such Driveways, Common Driveways, and Private Roads must be maintained regularly so as to be of a neat and clean appearance. In the case of asphalt material, such maintenance shall include, but not be limited to, annual crack filling if necessary, sealcoating at least every five (5) years, and overlay paving at such time as sealcoating can no longer adequately cover such asphalt.

4.7 **Roofs.** All buildings shall have Class A fire rated roofs of heavy duty textured extended life composition shingle, or concrete tile. Other roof materials may be permitted subject to the approval of the Committee. The pitch of a roof shall be at least six

feet (6') in twelve feet (12') with the exception of lots 36, 45 and 46 which shall be at least five feet (5') in twelve feet (12'). Approval of roof design and materials shall in no way imply that the Committee has approved the structural integrity of the roof.

4.8 **Materials.** Variation in Residences shall be achieved by using a variety of designs and incorporating a variety of materials including, but not limited to, stucco, wood siding, stone and brick within the Project. The proposed design and materials for each Residence, structure or building shall be subject the Committee's review and approval. The review of materials from one Residence to the next is intended to ensure attractive and interesting buildings and structures and preserve property values. The architectural theme of the Residence shall be carried to the side and rear elevations of the structure.

The Committee may reject any architectural material that it deems to be of inferior quality or problematic with regard to the intended use. New materials will be considered for use in the Development as they are developed by the building industry. The use of shutters or similar exterior trim elements is encouraged. The use of vinyl, aluminum, or T-111 siding on a home or garage façade is prohibited.

4.9 **Structures Prohibited for Residential Use.** No Trailer, tent, or shack shall be used as a Residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a Residence, except that, if permitted by local law, a Trailer, garage, barn, or outbuilding may be used as a temporary Residence during construction of a permanent Residence for a period not to exceed one (1) year.

4.10 **Window Covers.** Windows shall not be painted or covered by foil, sheets, blankets, cardboard or similar materials.

4.11 **Slope and Drainage Control.** The existing slope or conformation of any Lot shall only be altered in accordance with governmental building codes. No improvement, structure, retaining wall, Landscaping or other activity may be undertaken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any other Lot, or which creates erosion or sliding problems. While Owners will not be prevented from utilizing any landscaping they desire, as long as such landscaping is approved as provided herein, landscaping shall be harmonious with the natural environment, and Owners shall utilize, wherever practical and wherever complimentary to their overall landscaping design, native plant species.

4.12 **Trees.** After initial construction, trees may only be removed for the following reasons: (a) remodels or additions to structures, (b) landscaping changes, (c) removal of dead limbs, dead trees, or diseased trees, (d) prevention of fire hazards, as required herein, or (e) removal of trees endangering persons or structures. Notwithstanding the above, no trees over 12" in diameter measured 4' above the ground may be removed without the approval of the Committee.

4.13 **Fences.** No fence, boundary wall or hedge, other than an open, sightly, wire fence surrounding a tennis court, badminton court, and the like, shall have a greater height than six feet (6'). No such fence, wall, or hedge situated within twenty feet (20') of any Street or Private Road line shall be at a height greater than three and one-half feet (3½') nor shall any tight board fence be erected within twenty feet (20') of any Street or Private Road line. Owners shall comply with the requirements of the County ordinance related to fences, unlawful obstruction of view, and open pits (mining shafts, well shafts, etc.). When fencing is constructed on perimeters of the Project site or perimeters of individual lots, non-barrier (to wildlife) fencing shall be utilized.

No chain link fencing shall be permitted with the exception of sport court fencing and small dog runs within the rear area of a Lot. An attempt shall be made to screen from public view such chain link fencing from public view. Any chain link fences must be approved by the Committee. All fences on sloping lots must comply with these standards while stepping with the grade, with the exception that open, three rail fences may follow the contour of the lot. The top rail of stepped fences must be constructed in a level plane. On stepped fences the height shall be measured at a point that is midway between the posts. Fences must step in four or eight-foot lengths as determined between posts.

4.14 **Setback Lines.** Setback lines shall be in compliance with those Setback requirements issued by the County.

4.15 **Fireplaces.** All homes with fireplaces shall have chimney spark arrestors as required by the Uniform Fire Code Section 11.111.

4.16 **Preservation of Natural Features.** The Committee shall consider all construction pursuant to the design scheme which will preserve the natural ambiance of the Project for the benefit of all Owners. All existing trees, rock out-croppings and other such natural features of the terrain shall be taken into consideration in the design of Improvements to minimize the impact of such Improvements on the natural setting of the Project.

4.17 **Visibility Considerations.** The Committee shall consider the visual impact of all Design Standards and Design Guidelines when applied to specific circumstances. For instance, when an improvement is not visible from any other Lot, Street, or Private Road, the Committee shall consider relaxing Design Standards or Design Guidelines, but shall be under no obligation to do so.

ARTICLE V – RESTRICTIONS ON OPERATION AND USE

5.1 **Use of Lots.** No Lot shall be used, nor shall any portion thereof be used, for any purpose other than for a single family Residence and uses associated therewith. However, buildings, Trailers and temporary structures on Lots owned by the Declarant or its assignee, may be used as models, sales offices and construction offices for the purpose of sales or construction of Residences on the Project until all Lots owned by Declarant are sold or until three (3) years from the date of closing of the first sale of a Lot in the Project, whichever occurs last. The provisions of this Section shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a dwelling, are permitted by local law, and are conducted in such a manner as to not adversely affect other Owners' use and enjoyment of the Project.

5.2 **Parking and Vehicle Restrictions.** Unless otherwise permitted by the Committee, no motor vehicles shall be parked or left on any portion of the Project other than within a Lot's Driveway (but not on any Street, Private Road, or Common Driveway), garage, designated parking place, or other portion of the Project specifically designated for parking, if any. No Trailer or boat may be parked on any Lot except as provided for in this Declaration, and under no circumstances may a Trailer or boat be parked on a Street, Private Road, or Common Driveway.

In order to accommodate visitor(s) arriving with a Trailer, their Trailer may be parked on a Lot for a temporary period not exceeding seven (7) concurrent days ("Visitor Trailer Parking"), only if followed by at least thirty (30) days with no Visitor Trailer Parking, and an Owner shall be permitted a maximum of three (3) such Visitor Trailer Parking periods in any twelve (12) months.

One Trailer or boat may be parked on a Lot for the purpose of the Owner preparing it for a trip, or the Owner preparing it for storage upon returning from a trip, each for a temporary period not exceeding two (2) concurrent days.

One Trailer or boat may be permanently parked on the rear area of a Lot only if the following criteria are met: (1) It is not of a "run down" appearance; and (2) It is partially screened from public view so that no more than 1/3 of any surface area is visible from any other Lot, Street, or Private Road.

One additional Trailer or boat may be permanently parked on the side or rear of a Lot only if the following criteria are met: (1) It is fully screened from public view from any other Lot, Street, or Private Road; and (2) It is at least fifteen feet (15') back from the front corner of the house or garage it is closest to.

No commercial vehicle, truck (other than a standard size pickup truck or van), inoperable vehicle, or similar equipment shall be permitted to remain upon any area within the Project unless fully screened from public view. Screening structures, fences or Landscaping approved by the Committee shall supersede any other provisions herein.

5.3 **Accessory Structures.** Electric devices, of any type including without limitation, television, radio, satellite dishes over 24" in diameter or width, or other electronic antennae, solar panels, and windmills, shall be shown on the plans and approved as part of the plan review prior to construction or installation.

5.4 **Trash.** All garbage and trash shall be placed and kept in covered, sanitary, fly-proof containers. In no event shall such containers be kept where they are visible from any other Lot, Street, or Private Road, except for a reasonable time prior to or after collection. No portion of any Lot shall be used for the storage of building materials or other materials except in connection with construction as approved pursuant to the terms of this Declaration. No tree cutting or vegetative matter shall be placed on any Street, unless it is placed in an appropriate container.

Every Lot shall be required to have mandatory solid waste (garbage) collection service from a current, solid-waste, franchise operation approved by the County.

5.5 **Offensive Activities.** No noxious or offensive activity or trade shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots. Without limiting any of the foregoing, no Owner shall permit noise to emanate from the Owner's Lot which would unreasonably disturb the quiet enjoyment of another Owner's Lot. Any motorized vehicle or cycle with a 2-cycle engine shall be prohibited from being operated on any Lot, Street, or Private Road.

5.6 **Unightly Items.** All weeds, rubbish, debris, objects or other unsightly materials (hereafter "unsightly items") of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. In no event shall unsightly items be visible from any other Lot, Street, or Private Road.

5.7 **Compost.** No manure, compost materials or decaying vegetation matter shall be stored in such quantities as to attract household pests or constitute an injury to the Person or property of any other Person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors and shall not be visible from any other Lot, Street, or Private Road.

5.8 **Animals.** No animal, livestock or poultry of any kind shall be kept on any Lot, except for the following:

- 5.8.1 Up to two (2) dogs and up to two (2) cats may be kept on a Lot.
- 5.8.2 Up to three (3) horses may be kept on each of Lots 36 and 46. Up to two (2) horses may be kept on Lot 45.
- 5.8.3 No barns, corrals, enclosures, or areas of concentration of animals may be within fifty (50) feet of any property line on Lots 36, 45, or 46.
- 5.8.4 Notwithstanding the foregoing (a) No animal or fowl may be kept on a Lot which results in an annoyance or which is obnoxious to residents in the vicinity, and (b) The Committee may allow up to three (3) dogs and/or three (3) cats on a specific Lot or may allow animals or fowl other than dogs, cats and horses on a case-by-case basis, which decision by the Committee is revocable at any time if in the Committee's sole opinion such decision caused an annoyance of any kind to other Owners. All dogs must be contained or leashed to reduce the impact on wildlife.
- 5.9 **Signs.** No signs whatsoever which are visible from neighboring property shall be erected or maintained on any Lot except:
- 5.9.1 Such signs as may be required by legal proceedings;
- 5.9.2 Residential identification signs, subject to the approval of the Committee;
- 5.9.3 During the time of construction of any Residence or other improvement by Declarant, job identification signs;
- 5.9.4 Not more than one "For Sale" or "For Rent" sign per Lot which is of reasonable dimensions, but in no event greater than 8 sq. ft.; and
- 5.9.5 Advertising a measure or candidate for a pending election which is of reasonable dimensions, but in no event greater than 8 sq. ft.

ARTICLE VI – MAINTENANCE

6.1 Maintenance.

6.1.1 **Maintenance Generally.** Each Owner shall at all times keep, maintain, repair and restore the Lot, the Improvements, Landscaping (as further delineated in the following paragraph) and paving thereon in a sound, safe, clean and attractive condition and in compliance with all valid laws, ordinances, and regulations of any governmental entity having jurisdiction over the Lot. Every Owner shall be responsible for Landscaping on those portions of the Lot which are visible from any other Lot, Street, or Private Road. Such maintenance and repair shall be of high quality. Without limiting the generality of the foregoing, each Owner's repair and maintenance obligations shall extend to, and include painting, repairing, replacing and caring for all building structures and fences, and the maintenance of all Landscaping.

6.1.2 **Each Owner is responsible for adhering to California Public Resources Code Section #4291** by following County Code Chapter 15.30. In addition, the following shall apply to the extent they provide more stringent fire protection than the applicable Section of Chapter 15.30:

4291. Firebreaks; trimming of trees; chimney screens; variance or exemption by regulations of state forester.

Any Person that owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land which is covered with flammable material, shall at all times do all of the following:

6.1.2.1 Maintain around and adjacent to such building or structure a firebreak made by removing and clearing away, for a distance of not less than 30 feet on each side thereof or to the property line, whichever is nearer, all flammable native vegetation or other combustible growth. Within such 30 foot area, trees may remain, provided they are limbed up so that six (6) feet of clearance is established between the ground and the lowest branches, and ornamental shrubs of a fire resistant type may be used for purposes of landscaping. This Section does not apply to single specimens of trees, ornamental shrubbery, or similar plants which are used as ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure.

6.1.2.2 Maintain around and adjacent to any building or structure additional fire protection or firebreak made by removing all brush, flammable vegetation, or combustible growth which is located from 30 feet to 100 feet from such building or structure or to the property line, whichever is nearer, as may be required by the director if he finds that, because of extra hazardous conditions, a firebreak of only 30 feet around such building or structure is not sufficient to provide reasonable fire safety. Grass and other vegetation located more than 30 feet from such building or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.

6.1.2.3 Remove that portion of any tree which extends within 10 feet of the outlet of any chimney or stovepipe.

6.1.2.4 Maintain any tree adjacent to or overhanging any building free of dead or dying wood.

6.1.2.5 Maintain the roof of any structure free of leaves, needles, or other dead vegetative growth.

6.1.2.6 Provide and maintain at all times a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.

6.1.2.7 Except as provided in Section 18930 of the Health and Safety Code, the director may adopt regulations exempting structures with exteriors constructed entirely of nonflammable materials, or conditioned upon the contents and composition of same, he may vary the requirements respecting the removing or clearing away of flammable vegetation or other combustible growth with respect to the area surrounding said structures.

No such exemption or variance shall apply unless and until the occupant, then the Owner thereof, files with the department, in such form as the director shall prescribe, a written consent to the inspection of the interior and contents of such structure to ascertain whether the provisions hereof and the regulations adopted hereunder are complied with at all times.

6.1.3 **Construction Period.** All builders and contractors are to maintain their construction sites in a neat and orderly fashion, and shall clean up and remove all debris on said construction sites. Any debris which is inadvertently placed or blown on any other Lot, Street, or Private Road shall be cleaned up or removed within twenty-four (24) hours. The Owner and general contractor shall be responsible for the maintenance of such neatness and removal of debris.

6.2 **Failure to Maintain and Repair.** If any Owner fails to maintain and repair a Lot according to the provisions of this Declaration, the Committee may notify said Owner of the work required to comply with the provisions of this Declaration and request that it be done within a reasonable time, but not more than sixty (60) days from the giving of such notice, or in the case of weed control and any other Landscaping maintenance, not more than ten (10) days from the giving of such notice. If the Owner fails to carry out such maintenance or repair within that period, the Declarant, the Committee or any Owner may exercise the enforcement rights set forth in this Declaration.

ARTICLE VII – DURATION, MODIFICATION AND TERMINATION

7.1 **Duration of Restrictions.** This Declaration shall run with the land, and continue and remain in full force and effect at all times with respect to any and all real property now or hereafter made subject to his Declaration (subject, however, to the right to amend the repeal as provided for herein) for a period of thirty (30) years from the date on which this Declaration is recorded. After that time, this Declaration and all covenants, conditions, restrictions, limitations, agreements, and other provisions contained herein shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by a 2/3 majority of the Owners, in which case they shall terminate at the expiration of the applicable thirty (30) or ten (10) year term.

ARTICLE VIII – OWNERS' COVENANTS OF ACCEPTANCE

8.1 **Constructive Notice and Acceptance.** Every Person who now or hereafter owns, occupies, or acquires any right, title or interest in or to any portion of the Project subject to this Declaration is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction, limitation and agreement contained herein, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in said Project.

8.2 **Project Documents.** By its acceptance of a deed to a Lot, each Owner is and shall be conclusively deemed to have examined and accepted this Declaration and any amendments thereof.

8.3 **Leasing within Project, Subject to this Declaration.** Every lease or other agreement for the hire ("lease") of any portion of any Lot shall be subject to the provisions of this Declaration, and every tenant or occupant of a Lot or a portion thereof shall in all applicable respects comply with the provisions of this Declaration. Every Owner shall:

8.3.1 Execute any agreement or lease in writing; and any agreement for the lease of all or any portion of the Lot must include a specific provision that said lease is subject to this Declaration, that the tenant or occupant of the Lot will comply with the provisions of this Declaration, and that such provisions are an integral part of the lease; and

8.3.2 Not execute a lease to any portion of the Project without complying with the provisions of this Section; provided, however, that an Owner's failure to do so shall not diminish the effect of this Declaration with respect to any such lease or tenant.

ARTICLE IX – LOTS BENEFITTING FROM PRIVATE ROADS

9.1 Lots benefiting from Private Roads.

A Private Road, Access and P.U.E. (Public Utility Easement), is shown on the Map as "Blackberry Lane", a section of which that lies between Gayla Drive and Alder Lane exists on Lots 22, 23, 24, 25, 36, and future Lots 37 and 38, for the benefit of Lots 36, 45, 46, Parcel B, and future Lots 43 and 44.

A Private Road, Access and P.U.E., is shown on the Map as "Blackberry Lane", a section of which that lies between Alder Lane and Lot 46 exists on Lots 45, 46, Parcel A, and Parcel B, for the benefit of Lots 45, 46, and Parcel B.

A Private Road, Access and P.U.E., shown on the Map as "Redbud Lane", exists on Lots 7, 8, 9, 10, 11, 12, 13, and 14, for the benefit of Lots 8, 9, 10, 11, 12, 13, and for the benefit of Lots 7 and/or 14 if either Lot Owner actually uses said Private Road for access.

A Private Road, Access and P.U.E., shown on the Map as "Sequoia Lane", exists on Lots 23, 24, 25, 26, 27, and 28 for the benefit of Lots 24, 25, 26, 27, and for the benefit of Lots 23 and/or 28 if either Lot Owner actually uses said Private Road for access.

Declarant shall be responsible for any amounts due for maintenance for Lots 43 and 44 in accordance with this Article prior to the recording of a final map, and Covenants, Conditions and Restrictions on future Lots 43 and 44 requiring the owners of Lots 43 and 44 to share in the maintenance costs in accordance with this Article.

Said easements are hereby conveyed with the conveyance of each Lot benefiting from such Private Roads. Notwithstanding the foregoing, at such time as any Lot is combined with an adjacent Lot and is thereby eliminated, such Lot will be removed from the above list of Lots benefiting from a Private Road and will no longer be subject to any maintenance costs.

9.1.1 Maintenance of Private Roads. All Lots benefiting from any Private Road described in Paragraph 9.1 shall share equally in the maintenance of such Private Road and appurtenant drainage facilities, including, but not limited to, snow removal.

9.1.1.1 Each Lot owner benefiting from any such Private Road shall be jointly and severally liable to each other Lot Owner benefiting from the same Private Road for the equal contribution toward maintenance of such Private Road. "Maintenance" is defined as those units of work required to maintain such Private Road in the condition in which it now exists or for which completion thereof is bonded, including, but not limited to, snow removal. The maintenance standards referred to in Paragraph 4.6 shall also be considered in determining when maintenance is necessary.

9.1.1.2 When, in the good faith judgment of a majority of a group of Owners of Lots benefiting from any such Private Road, maintenance work shall be deemed to be necessary on such Private Road, they shall obtain bids in a professional manner. The method of accomplishing maintenance shall be binding on the minority of any such group of Owners of Lots, so long as not exercised in an arbitrary and capricious manner. No Lot owner shall unreasonably withhold its agreement to do maintenance when needed.

9.1.1.3 Should any of the record Owners of the Lots benefiting from any such Private Road commence any action to enforce the provisions of this Declaration against any other Owner benefiting from the same Private Road, then the prevailing party in any such action shall be entitled to reasonable attorney fees, court costs, and collection costs.

9.2 Easements on the Map. Every Lot is subject to the easements and rights of way as shown on the Map as described herein.

ARTICLE X – GENERAL PROVISIONS

10.1 Approvals. Any formal or informal consent, approval or permission given by Declarant, the Committee, or any ostensible agent thereof, shall not be construed as consent, approval or permission by the County or any other governmental agency entity or authority.

10.2 Exhibits. All exhibits are attached hereto and are incorporated herein by this reference.

10.3 Waiver of Liability. Neither Declarant nor the Committee, nor the employees, officers, or agents thereof, shall be liable to any Owner, lessee, licensee or occupant of real property subject to this Declaration by reason of any mistake in judgment,

nonfeasance, action or inaction, or for the enforcement, or failure to enforce any provision of this Declaration provided such Person or entity acted in good faith without willful or intentional misconduct.

Every Owner, lessee, licensee or occupant of such real property by acquiring his interest therein agrees not to bring any action or suit against Declarant or the Committee, nor the employees, officers or agents thereof, to recover damages from or to seek equitable relief by reason of the foregoing, and each and every Owner, lessee, licensee or occupant hereby waives any right to do so.

10.4 **Enforcement.** The Committee shall have the right, but not the obligation, to enforce the provisions of this Declaration. If the Committee determines that there is a breach or violation of any of the provisions of this Declaration and the Committee fails to act with respect thereto within thirty (30) days after written demand by any Owner to take such action, then neither Declarant nor the Committee shall have any liability whatsoever which may arise out of or in connection with the Committee's failure to so act. Any Owner shall then have the right to enforce the provisions of this Declaration. In any action brought by Declarant, the Committee, or any Owner to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs.

10.5 **Amendment.** Prior to the first conveyance of a Lot in the Project, under authority of a Final Public Report, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Lot, this Declaration shall be amended only upon written approval of record Owners of more than fifty percent (50%) of the Lots within the Project. An amendment shall be effective when it has received the required approval and has been recorded in the Office of the County Recorder.

10.6 **Invalidity of any Provision.** Should any provisions or portion hereof be declared invalid or in conflict with any law or any jurisdiction where the Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

10.7 **Mortgage Protection Clause.** Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in the Project documents by the Owner or of any re-entry 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 Lot or any part thereof.

10.8 **Termination of Declarant's Responsibilities.** In the event Declarant shall convey all of its right, title and interest in and to the Project to any partnership, individual or individuals, limited liability company or companies, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and said Person shall be obligated to perform all such duties and obligations of the Declarant. Such successor to Declarant shall be included in the definition of "Declarant".

10.9 **Owner's Compliance.** Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration as amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damage for injunctive relief or for other relief. Each Owner, tenant or occupant of a Lot shall also comply with all applicable laws, statutes, ordinances and regulations, and shall defend, indemnify and hold harmless Declarant or the Committee, or both, as the case may be, from any loss, claim liability or expense, including attorneys' fees, arising out of or in connection with its failure to comply therewith or with the provisions of this Declaration.

10.10 **Attorneys' Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Declaration or the interpretation of breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs as determined by the Court.

10.11 **Headings.** Article and section headings, were used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to limit or expand the scope intent of the particular article or section to which each refers.

10.12 **Notices.** Any notice permitted or required herein may be delivered either personally or by mail. If delivery is by mail it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Person at the address given by such Person to Declarant or addressed to the Lot of such Person if no address has been given to Declarant.

IN WITNESS WHEREOF, Declarant has executed this Declaration.

Declarant:

REEDER/SUTHERLAND, INC., a California corporation

By:

Robert H. Reeder
Robert H. Reeder, President

August 7, 2003
Date

Notary's Statement

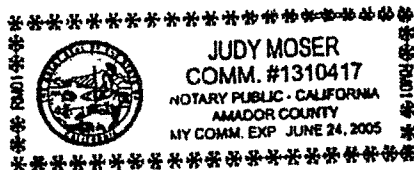
State of California
County of Amador

On Aug 7, 2003 before me, *the undersigned* a notary in and for said county and state, personally appeared Robert H. Reeder personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature: Judy Moser Name: Judy Moser

County: Amador Comm. Exp.: 6-24-2005



RECORDED AT THE REQUEST OF:
Amador Title Company

WHEN RECORDED MAIL TO:
Reeder/Sutherland Inc., A California Corporation
5625 Red Valley Road
Ione, CA. 95640



Amador County Recorder
Sheldon D. Johnson

DOC- 2003-0013117-00

Check Number 021066

REQD BY REEDER/SUTHERLAND INC

Friday, AUG 22, 2003 12:52:45

Ttl Pd \$6.00

Nbr-0000065214

KIM/R1/1-1

DEED OF PARTIAL RECONVEYANCE

Pursuant to a written request made by the beneficiary the undersigned, as Amador Title Company trustee in the Deed of Trust executed by Reeder/Sutherland, Inc., a California Corporation to Amador Title Company, as trustee, dated December 12, 2000, and recorded in the Office of the Recorder of the County of Amador, State of California, in Book _____, Page _____, as Instrument Number 2000-0011318, Official Records does hereby grant and reconvey unto the person or persons legally entitled thereto, without warranty, all the estate and interest derived to the trustee, under said Deed of Trust, in that portion of the lands therein described, situated in the County of Amador, State of California, described as follows:

Lots 7 thru 16 inclusive, 22 thru 28 inclusive, 36,45,46, Parcel A, Parcel B, as shown and designated on "Final Subdivision Map No. 116 Ponderosa Ridge Phase No. 2" Filed for record on August 22, 2003, in Book 7 of Subdivision Maps at Pages 88 Thru 93, of Amador County Official Records.

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 8th day of August, 2003

AMADOR TITLE COMPANY, a California Corp.

By: Judy Moser
Judy Moser, Secretary/Treasurer

State of California)ss.
County of Amador)

On 8/6/03, before me, the undersigned Notary Public, personally appeared JUDY MOSER personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marsha Hamm



When recorded mail to:

AMADOR FIRE PROTECTION DISTRICT
500 Argonaut Lane
Jackson, CA 95642



Amador County Recorder
Sheldon D. Johnson
DOC- 2003-0013118-00

Check Number 021056

REQD BY COUNTY OF AMADOR

Friday, AUG 22, 2003 12:52:59

Ttl Pd \$0.00

Nbr-0000065215

KIM/R1/1-2

IRREVOCABLE OFFER TO DEDICATE

This Offer to Dedicate, made this 30TH day of JULY, 2003, by Robert H. Reeder, President of Reeder/Sutherland, Inc., a California corporation, hereby termed Offeror;

WHEREAS, said Offeror desires to make an offer to irrevocably dedicate to Amador Fire Protection District, Lot 46, as said lot is shown and delineated on that map entitled "Subdivision Map No. 116 Ponderosa Ridge Phase 2" filed for record on AUG. 22, 2003 in Book 7 of Subdivisions at Pages 88 THROUGH 93, Amador county Official Records. Said Lot 46 is for use as a fire house site, and said offer may be accepted at any time up to March 24, 2005 by the Amador Fire Protection District, Amador County, California.

NOW THEREFORE, said Offeror covenants and promises as follows:

1. That said Offeror is the owner of the interest described herein below.
2. That said Offeror does hereby irrevocably and, up to March 24, 2005, offer to said Amador Fire Protection District a dedication of said Lot 46 for use only as a fire house site.
3. That said Offeror agrees that said Offer to Dedicate shall be irrevocable and that said Amador Fire Protection District may at any time up to March 24, 2005 accept said Offer to Dedicate said Lot 46.
4. That said Offeror agrees that this Irrevocable Offer to Dedicate is and shall be binding on its heirs, legatee and assignees up to March 24, 2005.
5. That said Offer to Dedicate, and any acceptance of said Offer to Dedicate, are conditioned upon and subject to the provisions of Condition 50(g) of Amador County Conditions of Approval for Ponderosa Ridge 2 A Planned Development—Tentative Subdivision map No. 116 and Master Plan, conditionally approved on April 29, 2003, which provides, in part, as follows: "If Lot 46 is dedicated as a fire house site and Amador Fire Protection District either (i) does not obtain approval from CalTrans for permanent access from Lot 46 to Hwy. 88 by March 24, 2005, or (ii) does not build a fire house on Lot 46 by December 31, 2008, then Amador Fire Protection District shall either refuse the offer of dedication or reconvey Lot 46, as appropriate, to the subdivider or to its successor in interest."

IN WITNESS WHEREOF, this Offer to Dedicate is hereby executed by said Offeror on the day and year first above written.

OFFEROR: REEDER/SUTHERLAND, INC.

By: Robert H. Reeder
Robert H. Reeder, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

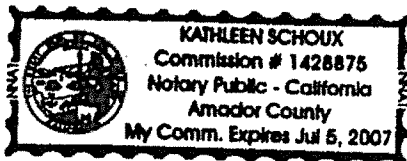
State of California

County of Amador } ss.

On 07.30.03, before me, Kathleen Schoux, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert H. Reeder
Name(s) of Signer(s)

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

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kathleen Schoux
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER Top of thumb here