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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
THE RIDGE**

This declaration, made this 8th day of March, 2004, by John P. Belza, Virginia D. Belza, Gary J. Miller, June W. Miller, James S. Kennedy, Wendy G. Kennedy, and John P. Belza, Trustee, Belza Development Profit Sharing Trust hereinafter referred to as "DECLARANTS".

Whereas, "DECLARANTS" are the owners and developers of real property in Yuba County, California, described as parcels 1 through 32 of The Ridge Subdivision as shown on the subdivision recorded in the office the Yuba County Recorder on Feb. 25, 2004 in Book 77, page 15.

DECLARANTS intend to sell and convey parcels in the development and, before doing so, desire to impose on the parcels mutual and beneficial restrictions, covenants, conditions and equitable servitudes designated to preserve the value and qualities of said land for the benefit of all parcels in the development and the future owners thereof.

Now, therefore, DECLARANTS declare that all parcels in the development are held and shall be held, transferred, conveyed, encumbered, hypothecated, leased, rented, occupied and improved subject to the provisions of the DECLARATION, all of which provisions are declared and agreed to be in furtherance of a common plan for the development, improvement and sale of said parcels; protecting the value, desirability and attractiveness thereof for the use and benefit of each and every person owning said property at the present, or in the future. The provisions of this DECLARATION are intended to create mutual equitable servitudes and covenants that shall run with the land upon each of said parcels in favor of each and all other parcels; creating reciprocal rights between the respective owners of all such parcels and privity of contract and estate between the grantees of such parcels, their heirs, successors and assigns for the benefit of each and all other such parcels and their respective owners, both presently and in the future.

Definitions. The following terms, as used in this Declaration, are defined as follows:

- A. "Declaration" shall mean this document of protective covenants and any amendments thereto.
- B. "Subdivision" shall mean all that property comprised of The Ridge as recorded in the Official Records of the County Recorder of Yuba County, State of California.

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- C. "Parcel" shall mean and refer to any parcel of land of record as shown on the recorded subdivision of The Ridge in the Official Recorder of Yuba County, State of California.
- D. "Lot" shall mean any numbered lot as designated on the map.
- E. "Map" shall mean the final subdivision map of The Ridge as recorded in the Official Records of the County Recorder of Yuba County, State of California.
- F. "Improvements" shall mean all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, antennas, and any other structures of any type or kind.
- G. "Single Family Dwelling" shall mean a building designed and used exclusively for residence purposes by one family on a single lot and no portion of which is to be rented separately.
- H. "Guest Dwelling" shall mean an accessory structure which consists of detached living quarters of a permanent type of construction with no provisions for appliances and fixtures for the storage and/or preparation of food, including refrigerators, dishwashers, or cooking facilities and which is not leased, subleased, rented; or subrented separately from the main dwelling.
- I. "Wall" shall mean a fence or wall that is higher than four (4) feet that you cannot easily see through, such as redwood board fence or a brick wall.
- J. "Fence" shall mean a fence of any height that you can easily see through, such as a rail fence as seen on horse farms, chain link, barbed wire, or combinations of such materials.
- K. "Home Occupation" shall mean any use as regulated in Yuba County Code Section 12.95.00 which is customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof or does not adversely affect the uses permitted in the zone which it is a part.
- L. "Office" shall mean a building, or room wherein a business or service is transacted, but not including the storage or sale of merchandise on the premises as a primary function.
- M. "Owner" shall mean the recorded owner holding fee simple title to any parcel in the subdivision, whether a person, persons, or legal entity, including Declarants, or any person, persons or legal entity who has

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contracted to purchase the title to a parcel in the subdivision pursuant to a written agreement with the record owner of said parcel.

N. "Easements" shall mean those designated areas on the subdivision map restricted from development to be used as accommodation for all property owners.

O. "POA" Shall mean The Ridge Property Owners Association

1. **APPLICABILITY**

These Restrictions shall apply only to existing subdivided, numbered lots and to any lots created by the subdivision or splitting of any such lot.

2. **TERM AND AMENDMENT**

These restrictions shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Subdivision.

3. **MUTUALITY OF BENEFIT AND OBLIGATION**

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision to which they are applicable, as herein provided, and are intended to create mutual equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. **USE, IMPROVEMENT AND RE-SUBDIVISION**

- (a) Lots in the Subdivision shall be used for residential purposes only. No improvements shall be erected, placed or permitted to remain on any lot other than one detached single-family residence dwelling and such other buildings or structures as are usually accessory to a single-family residence dwelling such as private garage, stables and such other outbuildings as are permitted. Any deviation from the foregoing shall be permitted only when approved by the appropriate governmental agency. "Single-family" shall be defined as one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants maintaining a common household in a dwelling. The Environmental Control Committee as defined below may approve "Mother in Laws" quarters.

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- (b) No lot shall be divided below 7 acres without permission of the Environmental Control Committee and Yuba County.

5. **ENVIRONMENTAL CONTROL COMMITTEE**

- (a) **Members of Committee.** Environmental Control Committee shall consist of Gary J. Miller, June W. Miller, John P. Belza and Virginia D. Belza
- (b) **Prior Written Approval of Improvements.** All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced by the Environmental Control Committee ("Committee"), as the same is from time to time composed.
- (c) **Submittal of Plans.** There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval and herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, septic system, underground electrical and telephone locations or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.
- (d) **Approval of Plans.** The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. One (1) set of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy shall be retained by the Committee for its permanent files.
- (e) **Nonresponsibility for Defects.** Notwithstanding the approval by the Committee, Declarants, their agents, employees or independent contractors, in accordance with the foregoing provisions, of any plans or specifications for any structure or improvement, each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof. Accordingly, by acceptance of the conveyance from Declarants or

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its agent, the grantee hereby releases the Committee, Declarants, their agents, employees and independent contractors from all loss or damage or claim thereof arising from any defect or alleged defect in such plans and specifications; and the purchaser further waives the benefit of Section 1542 of the California Civil Code. Also, the grantee agrees to indemnify and hold harmless the Committee, Declarants, their agents, employees and independent contractors from any claim asserted by third parties arising out of any such defects.

- (f) **Pond And Waterbody Maintenance.** All ponds & water bodies shall be maintained in an Aesthetically pleasing manner by owner of subject parcel or be subject to maintenance being performed by POA at expense of parcel owner. Bill for maintenance will be due and payable upon receipt and unpaid balance shall become the personal obligation of the owner of such lot if not paid within 30 days of receipt..

6. **SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES**

- (a) **Minimum Area of Dwellings.** Every residence dwelling constructed on a lot shall contain at least 2,500 square feet of fully enclosed floor area devoted to living purposes.
- (b) **Height and Size Limitations.** The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, chimneys, copings, flagpoles, etc.
- (c) **Fences.** Where, in the opinion of the Committee, a fence or other enclosure will contribute to and be in keeping with the character of the Subdivision, fences will be permitted, enclosing the area approved by the committee and of the type of construction approved by the Committee. No fences will be constructed within the 60 ft. road easement.
- (d) **Setback Requirements.** The following minimum dimensions shall govern for front, side and rear setbacks on all lots (except fence or walls where approved or required by the Committee):
 - 1. Fifty (50) feet from the front line of each lot abutting the street, and
 - 2. Fifty (50) feet from all side lot lines; and
 - 3. Fifty (50) feet from the rear
- (e) Power to be underground from mainline to all uses unless approved by Committee.

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7. **GENERAL PROHIBITIONS AND REQUIREMENTS**

The following general prohibitions and requirements shall prevail as to the construction activities conducted on any lot in the Subdivision.

- (a) **Plumbing.** No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the Yuba County Health Department.
- (b) **Temporary Structures.** No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- (c) **Occupancy of Residences.** No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.
- (d) **Quality of Construction.** All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.
- (e) **Livestock and Pets.** Whenever any animal, other than a working animal, is off the property of it's owner or caretaker it must either: 1) be under control and in the immediate presence of the owner or caretaker or 2) if the animal is a dog it must be restrained by a leash not to exceed eight feet in length or be under control of the owner or caretaker. Without the prior written approval of the Committee and unless permissible by ordinances of Yuba County, no livestock or pets, other than horses, cattle, sheep, goats, common household pets, shall be permitted on any lot or kept in any household without permission of Committee. No swine shall be raised or kept within subdivision.
- (f) **Signs.** Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.
- (g) **Parking.** No vehicles shall be parked on any street in the Subdivision, nor shall any stripped-down, partially wrecked, or junk motor vehicle, or sizeable part thereof, be permitted to be parked on any street or on any lot in the Subdivision in such manner as to be visible to the occupants of other

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lots within the Subdivision or to the users of any street serving the Subdivision.

No Lot or roadway shall be used as a parking or storage place for commercial trucks or vehicles. Trailers, boats, boat trailers, snowmobiles or other off-road vehicles may be allowed, provided they are not in the public view, they are not obtrusive to neighbors and conform to the following:

Notwithstanding the foregoing, recreational vehicle equipment may be stored in outbuildings, garages or carports approved by the Committee. In addition, the Lot owner or his guests may park a boat trailer, pickup camper, travel trailer or recreational vehicle on his Lot or driveway for a period not to exceed five consecutive days or a total of 30 days per year.

- (h) **Recreational Vehicles.** No motorized vehicle other than automobiles, pickup trucks, registered recreational vehicles and farm equipment may be operated on the lots and roadways. This shall be construed to prohibit the use of off-road vehicles. Any farm equipment to be operated in accordance with this subsection shall be stored as specified in Parking Subsection above.
- (i) **Fuel Tanks; Rubbish Receptacles.** Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened, or so placed and kept as not to be visible from any street serving the Subdivision at any time except during refuse collections.
- (j) **Maintenance.** All lots, whether occupied or unoccupied or unoccupied, and any improvements placed thereon, including individual sewage disposal systems, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon, or to prevent the occurrence of any health hazard.
- (k) **Mining Operations.** No oil or natural-gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- (l) **Removal of Trees.** No tree within 50 ft of any property line shall be removed from any lot without first obtaining the written consent of the Committee. No clear cutting unless approved by Committee for agricultural purposes.

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- (m) **Dumping or Burning of Trash.** No trash, ashes, garbage or other refuse shall be dumped or stored on any lot. No outside burning of trash or garbage shall be permitted except outside burning which will be allowed for land clearing if done in accordance with the California Division of Forestry Regulations.
- (n) **Destruction of Improvements.** No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.
- (o) **Completion of Construction.** Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement. The Committee, for good cause as determined by it, may extend the time limit. In the event of cessation of construction for ninety (90) consecutive days not caused by act of God or otherwise beyond the reasonable control of the lot owner, the existence of such incomplete construction shall be deemed to be a nuisance and the committee shall have the right to cause the removal of the incomplete work or complete the same, at the cost of the owner, and recover any costs, including attorneys' fees, from the lot owner in the manner provided by law.
- (p) **Home Occupations.** No gainful occupation, profession or trade or other nonresidential use shall be conducted on any lot or in any building without prior written approval of the Committee.
- (q) **Address Plaques.** All completed residences shall use a conforming address Plaque as approved by the Committee.
- (r) **Roofs.** All roofs shall have at least a 6 in 12 pitched roof unless approved by the Committee.
- (s) **Hunting.** No hunting or discharge of firearms is permitted within the Subdivision.
- (t) **Construction Location.** All homes shall be constructed on site.

8. **VARIANCES**

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variances or adjustment will not be

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materially detrimental or injuries to other property or improvements in the neighborhood or the Subdivision.

9. EASEMENTS

Dedicated easements to conform to map approval by Yuba County.

- (a) No easements shall be granted to adjoining parcels outside the subdivision.

10. GRANTEE'S TITLE

- (a) **Restrictions and Easements.** Declarants shall convey fee title to lots within the Subdivision by grant deed subject to:

- 1) These Restrictions; and
- 2) Easements and rights-of-way of record.

- (b) **Boundaries.** Such grant deed shall convey title to the lot only, the boundaries of which shall be the side, rear and front lot lines as designed on the Map, excluding any fee interest in adjacent streets or roads in the Subdivision.

11. WATER SYSTEM.

Browns Valley Irrigation District (BVID) will maintain the water system supplying irrigation and fire protection water after the first year of operation. The property owner's association will pay the electrical charges, for the operation of the system, and each parcel shall be assessed.

13. GRANTEE'S ACCEPTANCE

- (a) **Consent to Restrictions.** The grantee of any lot subject to the coverage and effect of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarants or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarants and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants, and to and with the grantees and subsequent owners of each and all of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

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- (b) **Assumption of Risks.** Each such grantee also agrees, by such acceptance, to assume, as against Declarants, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot.

14. PARTIAL INVALIDITY

In the event that any one or more of the provisions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions shall continue unimpaired and in full force and effect.

15. CAPTIONS

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions hereof.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year first above written.

John P. Belza
John P. Belza

3/8/04
Date

Virginia D. Belza
Virginia D. Belza

3/8/04
Date

Gary J. Miller
Gary J. Miller

3/8/04
Date

June W. Miller
June W. Miller

3/8/04
Date

James S. Kennedy
James S. Kennedy

3/9/04
Date

Wendy G. Kennedy
Wendy G. Kennedy



3/9/04
Date

John P. Belza Trustee
John P. Belza, Trustee, Belza Development Profit Sharing Trust

3/8/04
Date

12/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sutter
On 3/9/04 before me, Jayne Silveira
personally appeared James S Kennedy & Wendy C Kennedy
☐ personally known to me - OR - ☐ 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.

WITNESS my hand and official seal.



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	<hr/> TITLE OR TYPE OF DOCUMENT <hr/>
<input type="checkbox"/> CORPORATE OFFICER	<hr/> NUMBER OF PAGES <hr/>
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<input type="checkbox"/> ATTORNEY-IN-FACT	<hr/> SIGNER(S) OTHER THAN NAMED ABOVE <hr/>
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER: <hr/>	
SIGNER IS REPRESENTING: <hr/> <hr/>	

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sutter
On 3/8/04 before me, Jayne Silveira
personally appeared John P. Belza + Virginia D. Belza
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I, Jayne Silveira, do hereby WITNESS my hand and official seal.


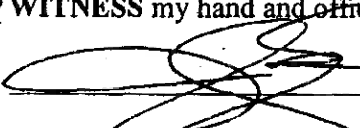
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<u>TITLE(S)</u>	<u>NUMBER OF PAGES</u>
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<input type="checkbox"/> ATTORNEY-IN-FACT	<u>SIGNER(S) OTHER THAN NAMED ABOVE</u>
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER: _____	
SIGNER IS REPRESENTING: _____	

14/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sutter
On 3/8/04 before me, Jayne Silveira
personally appeared Cathy J. Miller & June W. Miller
☐ personally known to me - OR - ☐ 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.

WITNESS my hand and official seal.


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<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	
SIGNER IS REPRESENTING:	

Gary Miller
1510 Poole
Yuba City, CA 95991

204R-003159

TERRY A. HANSEN
YUBA COUNTY RECORDER
MARYSVILLE, CA
RECORDED ON

02/25/2004 02:59PM
REC FEE: 37.00

TRANS TAX:
PENALTY FEE:
PCOR FEE:
MONUMENT FEE:
ADDL INDEX FEE:
LIEN NOTICE FEE:
PR PENALTY FEE:
PAGE 1 OF 11

DEPUTY INITIALS: SH

THE RIDGE

PRIVATE ROAD MAINTENANCE AGREEMENT

The undersigned do agree as follows:

1. They are collectively the owners of all the parcels of real property in the County of Yuba, State of California, described in Attachment "A" which is attached hereto and incorporated herein by reference. Said real property constitutes the land affected and benefited by this agreement. Traversing said property is a nonexclusive easement for road and utility purposes as shown on TSTM Map No. 2000-526 _____, recorded on 2/25/04 in the office of the Yuba County Recorder in Book 77 of ~~Plat~~ page 15 ~~Maps~~ which is reserved by deed for the benefit of all parcels.
2. The purpose of this agreement is to provide for the funding of the maintenance and repair of said road by the undersigned persons hereinafter designated as "owners". To avoid repetition, the term "owner" or "owners" shall hereafter be construed to mean the undersigned parties who own the land described in Paragraph 1 and their heirs, devisees, assigns, and successors in interest in whole or in part of said lands. The term "owner" or "owners" shall also be deemed to mean a collective ownership of a parcel, if a parcel is owned by more than one person.
3. All of the terms, conditions, restrictions and covenants contained in this agreement are deemed covenants running with the land, are for the benefit of the land affected by this agreement, and shall inure to the benefit of and be enforceable by all owners of said lands, and their heirs, devisees, assigns, and successors in interest.
4. The term of this agreement is in perpetuity. This agreement is to be recorded.
5. Nothing in this agreement shall be deemed or intended to obligate or impose any duty upon the County of Yuba to do any act or acts of any nature, either consistent with or in furthering the purposes of this agreement, including but not by way of limitation, the

READ & APPROVED

DATE

DATE

**THE RIDGE
PROPERTY OWNERS ASSOCIATION
BYLAWS**

**ARTICLE I
NAME AND PURPOSE**

The name of this association shall be **THE RIDGE PROPERTY OWNERS ASSOCIATION**. The purpose of the Association is to arrange for maintenance of Road, utilities, landscape and grounds keeping areas; enforcement of the Covenants, Conditions and Restrictions, and to protect property values and the mutual enjoyment of property uses by all property owners, to facilitate endeavors of common interest to the members and to preserve the existing natural environment.

**ARTICLE II
MEMBERSHIP**

All owners of property within THE RIDGE development shall automatically become members of the Association. Owners are entitled to one vote per parcel of land owned. Joint owners must advise the Secretary, prior to any meeting or mail vote as to who will exercise the vote for each parcel jointly held. Votes may be cast in person, by mail or by proxy. Proxies must be in writing, signed by the voting member (s) and submitted to the Board before or at time of voting.

**ARTICLE III
ORGANIZATION AND PROCEDURES**

SECTION 1 – Interim Board and Election Procedures for Board of Directors

The management of the Association shall be vested in the Board of Directors of Five person, each of whom is a member of the Association and an owner of a lot in the development. The members of the Association will elect all five Board members. For continuity of experience, directors shall serve staggered terms. At annual elections, candidates will be nominated to fill vacancies only, and will serve two-year terms if elected. Incumbents may run for reelection. Terms of newly elected Board Members will begin fifteen days after they are elected.

The officers of the Association shall consist of a President, Vice-President, secretary and Treasurer, along with a fifth board member shall be selected by the Board

from among it's members, at the first regular Board meeting. All Officers shall hold office at the discretion of the Board. All officers shall perform duties usually pertaining to such offices and the Board may delegate such other duties to them by these Bylaws or.

SECTION 2. Board Vacancies and Recalls

If a vacancy occurs on the Board of Directors before the completion of a term of office, the Board shall appoint a member of the Association to serve the remainder of the vacating member's term. A directorship shall be deemed vacant in the case of any director who resigns their position on the Board, or in the case of any director who fails to attend three consecutive regular meetings, after having received customary notice of these meetings, unless the person has a reason for their absences that is acceptable to the Board. A director may be removed by a majority vote of the members at a special or annual meeting in which a quorum has been established. Provided however, a vote for removal shall not be held unless it is on the agenda and properly noticed as provided for in Section 6.

SECTION 3. Duties and Powers of the Board

The Board shall administer all business carried on by the Association consistent with actions voted upon by the Association membership and by these Bylaws. The Board shall issue annually a full report of its work during the year and the condition of the Association. The Board shall submit an Annual Financial Statement to the Association membership.

The board shall also have the following powers:

1. To establish advisory committees as deemed appropriate, of individuals to serve without compensation.
2. To provide information and other services for members or potential members as the Board deems advisable.
3. To provide for maintenance and preservation of the roads, utilities, landscape and grounds keeping areas in the development.
4. To enforce the recorded Conditions, Covenants and Restrictions (CC&R's) on the property on behalf of all property owners, appoint a Plan Review Committee and enforce the building and use restrictions set forth in the CC&R's.
5. To levy assessments to pay expenses incurred by the Association in maintaining the roads, utilities and the landscape areas, enforcement of the CC&R's and operation of the Association.
6. To review the insurance coverage for the association on annual basis.

7. To cause the filing of necessary income tax returns for the Association.
8. To adopt a budget for the Association on an annual basis.

SECTION 4. Annual Meeting and Agenda

An Annual Association meeting shall be held during the month of June or at such time as the Board of Directors may choose. The meeting agenda shall include an annual report of the Board concerning Association activities, the Treasurer's report, the election or reelection of Board members, and such other business as the Board or members of the Association may introduce.

SECTION 5. Special Association Meetings

Special Association meetings may be called by the Secretary upon resolution of the board or upon written petition of ten percent of the voting members. The petition shall be submitted to the secretary and shall state the purpose of the special meeting being requested and is to specify a period of two weeks within which the meeting may be held; provided, however that the petition is signed by ten percent of the voting members and if the petition is sufficient, shall issue notice as to the member's of the meeting with an agenda reflecting the petitioner's statement of the purpose of the meeting. The Board May, but it is not compelled, to call a special meeting or conduct a vote on any issue it feels the membership has voted upon within the past six months.

SECTION 6. Open Meetings

All meetings of the Board of Directors of the Association shall be open to the owners except at the discretion of the Board. The following matter may be considered in executive session.

- A. Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters.
- B. Personnel matters including salary negotiations and employee discipline.
- C. Negotiation of contracts with third parties.

SECTION 7. Emergency Meetings

Emergency meeting may be held without notice if the reason for the emergency meeting is stated in the minutes of the meeting. Only emergency meetings of the Board of Directors may be conducted by telephonic communications.

SECTION 8. Notice of Meetings.

- A. Not less than 10 nor more than 50 days before any meeting a Secretary or other officer specified in these Bylaws shall cause a notice to be hand delivered or mailed to the mailing address of each lot owner or to the mailing address designated in writing by the owner and to all Mortgagors who have requested such notice. Mortgagors may designate a representative to attend a meeting of the Board of Directors.
- B. The notice of meeting shall state the time and place of the meeting, the items on the agenda including the general nature of any proposed amendment to the declaration or bylaws, any budget changes or any proposal to remove a director or officer.


SECTION 9. Quorum and Approval of Rule Making Decisions

At any regular or special meeting of the Association, twenty five percent of the membership shall be physically present, vote by mail or by proxy to constitute a quorum. Approval of any amendment to the Bylaws will require a two thirds (2/3) majority vote of the eligible voters represented at the meeting. Any membership meeting at which a quorum is not present may be adjourned from seven to fourteen days. Notice will

maintenance and repair of the road and utility easement described in Paragraph 1.

6. Maintenance of said road and utility easement by the owners may begin after the construction has been completed to the satisfaction of the undersigned. A description of said road and utility easement is attached as Attachment "B" and incorporated herein by reference.
7. The road described herein shall be a right of way for ingress and egress, public utilities, storm and sanitary ~~sewers~~, water pipe lines, and street purposes. **Septic Systems,**
8. This agreement shall be administered and enforced by the owners in the following manner:
 - (a) Any owner of a parcel may convene a meeting of owners at which decisions shall be made as to expending funds and as to undertaking any work within the scope and purpose of this agreement.
 - (b) Such a meeting may be convened by giving thirty (30) days written notice to all owners as they appear on the records of the Yuba County Assessor. The last known address of an owner as it appears on the said record, shall be the address for the purpose of this agreement. A notice shall be deemed given if properly addressed to such owners and deposited, postage prepaid, with the United States Postal Service, return receipt requested.
 - (c) At such a meeting, the owners of said parcels shall have one vote for each parcel, regardless of the size of parcel or the nature of the proposal or project.
 - (d) Votes may be cast at such a meeting by the owners of each parcel or by their proxies or representatives. Failure of any owner to appear or vote shall be deemed an abstention to vote; an abstention to vote shall be deemed an affirmative vote in favor of the proposed project or work. A proposal shall be deemed approved upon an affirmative vote of the owners of a majority of all parcels.

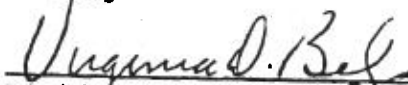
- (c) If a proposal is so approved, it shall be funded by charging the costs thereof to the owner of each parcel equally regardless of size of parcel. For the purposes of this agreement. The decisions shall state the terms and methods of financial contributions of the owners
- (f) In the event of failure or refusal of any owner to contribute his share of the costs of the proposed project or work in accordance with the decision, he shall be liable for same to the other owners as a debt. In the event that any party so obligated to pay his share of the project does not pay after thirty (30) days written notice, then the other parties may pay that share and the amount thereof shall constitute a debt to the remaining parties which shall bear interest at the legal rate until paid. The remaining owners, or any party to this agreement, may enforce said obligation on behalf of the others and may seek any legal remedy, ~~including/vening the~~ ~~depleting property~~ as to said obligation. In the event suit is filed to enforce such obligation or any covenant herein, the prevailing party in such an action shall be entitled to his reasonable attorney's fees.



John P. Belza individually and
as trustee of the Belza Development Profit
Sharing Trust.

1-15-04

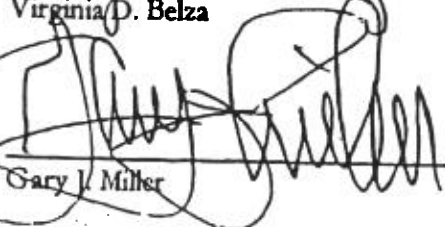
Date



Virginia D. Belza

1-15-04

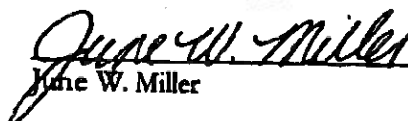
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Gary L. Miller

1/15/04

Date

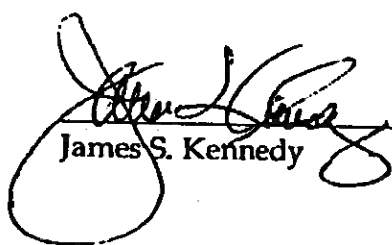


June W. Miller

1/15/04

Date

Additional owners:


James S. Kennedy


Wendy G. Kennedy