

FIRST RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR SUN RIDGE RANCH UNIT NO. 1 AND SUN RIDGE RANCH UNIT NO. 2,
A PLANNED DEVELOPMENT

RECITALS

This First Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Sun Ridge Ranch Unit No. 1 and Sun Ridge Ranch Unit No. 2, a Planned Development, is made by the Sun Ridge Ranch Homeowners Association in reference to the following facts:

1. An instrument entitled “Declaration of Covenants, Conditions and Restrictions Property Owners Association” was recorded in the Office of the Recorder of El Dorado County, California on the 9th day of July, 1985, as Document No. 27126, in Book 2453 at Page 267 et seq. (the “Unit No. 1 Declaration”). The Unit 1 Declaration encumbers the real property in El Dorado County, California shown on the map entitled “SUN RIDGE RANCH UNIT NO. 1”, recorded in the office of the Recorder of El Dorado County, California, on July 9, 1985, in Book G of Maps, at page 24 (“Unit No. 1”).
2. An instrument entitled “Declaration of Covenants, Conditions and Restrictions Property Owners Association” was recorded in the Office of the Recorder of El Dorado County, California on the 25th day of July, 1986, as Document No. 32356, in Book 2600, at Page 16 et seq. (the “Unit No. 2 Declaration”). The Unit 2 Declaration encumbers the real property in El Dorado County, California shown on the map entitled “SUN RIDGE RANCH UNIT NO. 2”, recorded in the office of the Recorder of El Dorado County, California, on July 25, 1986, in Book G of Maps, at page 42 (“Unit No. 2”).
3. Unit No. 1 and Unit No. 2 are hereafter collectively referred to as the “Property” except where the context requires.
4. By an instrument entitled “Supplemental Declaration” recorded in the Office of the Recorder of El Dorado County, California on the 13th day of October, 1987, as Document No. 60975, in Book 2839, at Page 122 et seq. (“Supplemental Declaration”), the Owners of Lots in Unit No. 2 incorporated Unit No. 2 into Unit No. 1 with respect to certain provisions of the Unit No. 1 Declaration.
5. By an instrument entitled “Certificate of Adoption of First Amendment of the Declaration of Covenants, Conditions and Restrictions of Sun Ridge Ranch Subdivision Units Nos. 1 and 2”, recorded in the Office of the Recorder of El Dorado County, California on the 18th day of November, 1996, as Document No. 58147, in Book 4807, at Page 221 et seq. (“First Amendment”), the Unit No. 1 Declaration and the Unit No. 2 Declaration were amended.
6. On December 19, 2004, the Association’s members voted by written ballot to amend the Unit No. 1 Declaration and the Unit No. 2 Declaration.

7. The Association's Board of Directors hereby supersedes, restates and consolidates the Unit No. 1 Declaration, the Unit No. 2 Declaration, the Supplemental Declaration, the First Amendment and the amendments approved by the members on December 19, 2004 so that the entire document hereafter reads as follows:

WITNESSETH

WHEREAS, the Association and its members are the owners of that certain property in El Dorado County, California, known as Sun Ridge Ranch, as more particularly described in Article I, Section 3 below (the "Property"); and

WHEREAS, the Association and its members have adopted a plan, set forth in this Declaration, for the Property, and each and every Lot and parcel therein, and desires to achieve harmonious and uniform development of the real property as a "planned development" (as that term is defined in California Civil Code Section 1351) in accordance with the plan.

NOW, THEREFORE, it is hereby declared that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the described Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to SUN RIDGE RANCH HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2: "Board" shall mean the governing elected Board of Directors of the Association.

Section 3: "Property" shall mean and refer collectively to Unit No. 1 and Unit No. 2, unless the context otherwise requires.

Section 4: "Lot" shall mean and refer to any parcel of land shown upon the recorded subdivision maps of the Property.

Section 5: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 7: "Declarant" shall mean and refer to Simas Ranch, a California Limited Partnership, Douglas Bisbee, Richard Wagner and Pierre Bashe, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership per parcel. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. "Owners of record title" and "record owners", as the terms may be used shall not include mortgages or trustees or beneficiaries under Deeds of Trust.

ARTICLE III

MANAGEMENT

Section 1: The Property shall be managed by a Board of Directors composed of seven (7) of the Record owners of Lots in the Property. The Board of Directors shall be elected by a vote of the general membership of the Association at the organization meeting of Owners, and at each annual meeting of Owners thereof. The time and place for each annual meeting of the Association shall be determined by a vote of the members of the organizational meeting. Special meetings of the Association shall be called as necessary. At all meetings of the Association 15 votes shall constitute a quorum. At all meetings of the Association, each Lot shall be entitled to one vote. Where a Lot is held of record by two or more persons jointly or as tenants in common or as a partnership, or otherwise, said Owner shall designate by written notice, addressed to and filed with the Board the person from among their number who shall vote for the Lot at the meetings of the Association.

Section 2: The authority of the Board is to conduct, manage and control the affairs of the Association and the Property and to make such rules and regulations thereof, not inconsistent with the law of this Declaration as they may deem in the best interest of the Owners.

ARTICLE IV

ROADS, PONDS, IRRIGATION AND SUBDIVIDING

Section 1: The roads shown on the map shall be maintained by the Association whether or not any portion of the dedication of said roads has been accepted by the County of El Dorado;

provided, however, if the obligation of such maintenance is accepted by the County of El Dorado, pursuant to streets and highways Code Section 941 et seq., the obligation herein shall cease at such time. The cost of said maintenance shall be paid for from the maintenance fund provided in Article V.

Section 2: The Association shall not be responsible for repairing damage to any road caused by an Owner or a guest of an Owner. In the event of such damage, the cost of repairing said damage shall be the obligation of the Owner responsible for the same, or whose guest was so responsible. In the event the Owner fails or refuses to pay such damage, the Board shall have the same repaired, and the cost thereof shall become a lien against said Owner's Lot.

Section 3: The Association shall also maintain the easement road and fire pond located directly north of the subdivision. The pond shall be maintained so as to assure a constant water source of at least 120,000 gallons, and the road in such a manner to assure ready access to fire fighting equipment.

Section 4: The Association shall join and participate on a pro-rated basis with other users, any zone of benefit or other entity formed to upgrade or maintain Cothrin Ranch Road from Latrobe Road to South Shingle Road. Assessment to individual parcels in the subdivision shall be, as established in the zone of benefit.

Section 5: The provisions of this Article shall not be amended without prior written approval of the County of El Dorado.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Annual Assessments. The Declarant for each Lot owned within the Property; hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the official annual assessment on the first day of January each year, commencing on January 1, 1986, together with any special assessment which shall be determined to be levied as hereinafter provided. Annual assessments due on the first day of January shall be delinquent on the first day of February following.

Section 2: Special Assessments. In the event any work proposed to be done is authorized by a majority of the members of the Association in the general meeting, or emergency repairs are directed by the Board, which necessitates an expenditure of funds in excess of the available funds of the Association, a special assessment may be levied by the Board not to exceed \$150.00 per Lot in any one year to cover the cost of such work properly authorized by a majority of the members or emergency repairs directed by the Board.

Section 3: Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and maintenance of the roads within the Property, and the adjoining road and fire pond, but excluding any county or other governmental owned or controlled roads.

Section 4: Collection of Assessments. In the event any Member shall fail to pay assessments as required or provided for under the terms of these Articles, or any other monies to be paid by such Member under the terms, thereof in the appropriate court for collection of said sum of money, together with interest at the rate of ten percent (10%) per annum and reasonable attorneys' fees as fixed by the Court for prosecuting such action, and may have an attachment in such action.

Section 5: Exempt property. The following property subject to this Declaration shall be exempt from the assessments created therein. **(a)** all properties dedicated to and accepted by a local public authority **(b)** all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of California.

ARTICLE VI

INCORPORATION OF ADDITIONAL PROPERTIES

Subject to the approval of the County of El Dorado, additional contiguous real property outside the confines of the Property, may become subject to the provision of Articles 1 through and including Article VI of this Declaration upon recording a declaration incorporating by reference these Conditions and becoming bound by all terms and conditions of Articles I, II, III, IV, V and VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1: Single Family Dwellings. No structure (except accessory and temporary structures as hereafter defined), erected or maintained upon said Property shall be used for any purpose other than for single family dwelling purposes, and no portion of said Property shall be used for any purpose other than for single family dwelling purposes. No structure shall be moved onto said Property from another location, and all constructions on said Property shall be new. (This is not meant to mean new mobile homes). Each dwelling shall contain a carport or garage of no less than 400 square feet.

Section 2: Construction and Occupancy. No structure upon said Property shall be occupied in the course of original construction until the same is completed and made to comply with the covenants, conditions and restrictions contained in this Declaration. All work of construction on each such structure shall be prosecuted diligently from the time of commencement of construction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, Acts of God, or similar causes beyond the reasonable control of the builder.

Section 3: Maintenance and Repairs. All structures upon said Property shall at all times be maintained in good condition and repair and be well and properly painted.

Section 4: Accessory Buildings and Structures. Accessory structures which may be constructed and maintained upon said Property shall be garages, stables, barns, patios, swimming pools with

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or without dressing rooms, and granny flats or second units provided all of the requirements of this section are fully complied with. No accessory building or any other structure shall be constructed or maintained upon said Property until first approved by the Architectural Control Committee in accordance with Article VIII of this Declaration.

A second unit and/or granny flat may be constructed and maintained upon said Property provided that such second unit, and the Owners thereof, meet all of the following criteria: **(a)** such unit may only be occupied by a maximum of two (2) persons, one of whom shall be related to an Owner of the subject Lot by not greater than the second degree, or a domestic employee, caretaker, or a guest provided that such guest's stay does not exceed ninety (90) days; **(b)** under no circumstances may the unit be rented separately and apart from the primary dwelling; **(c)** such unit may contain a kitchen; **(d)** any second unit constructed after August 15, 1996 shall not have a living area which exceeds one-third of the size of the living area of the primary dwelling or 1,000 square feet whichever is less; and **(e)** any Lot which contains such a second unit shall have but one address.

Prior to the commencement of any construction of a second unit, the Lot Owner(s) shall first apply to and obtain the approval of the Architectural Control Committee in accordance with Article VIII of the this Declaration. In making application to the Architectural Control Committee for the approval of a second unit, the Lot Owner(s) shall execute and deliver to the Association, on written form prescribed by the Association, a certificate executed under penalty of perjury stating that the Lot Owner(s) is in compliance with or will be in compliance with the above criteria. The certificate shall also provide that the Lot Owner(s) acknowledges and agrees that in the event of a violation, the Lot Owner(s) shall be subject to per diem liquidated damages of not less than \$200.00 per day for each day such Lot Owner(s) is in violation commencing ten (10) days after receipt of written notice from the Association and an opportunity to be heard is given. The certificate shall be in sufficient form to permit its recordation and on recordation shall constitute a covenant running with the land thereby binding subsequent Owners of the Lot.

If the Association has reason to believe that any Lot Owner(s) is in violation of this section, or intends to violate any of the requirements of this section, it may request that such Lot Owner(s) execute and deliver the certificate described above. Such Lot Owner(s) shall promptly execute and deliver the certificate to the Association. In the event the Lot Owner(s) fails or refuses to execute and deliver the certificate to the Association after written request is made, then such Lot Owner(s) shall be subject to the imposition of per diem liquidated damages as set forth above, provided that ten (10) days written notice and opportunity to be heard has been given to the offending Lot Owner(s) by the Association.

Section 5: Outhouses. No privy (other than a temporary one during erection of a structure) shall be erected or maintained upon said Property. Any lavatory or toilet in existence or used upon said Property, shall be enclosed within a building permitted under this Declaration.

Section 6: Nuisances. No rubbish, debris, nor objectionable materials of any kind shall be placed or permitted to accumulate upon any portion of said Property which would render it unsanitary, unsightly, offensive or detrimental to any Property in the vicinity thereof or to the occupants of any such Property in such vicinity.

Section 7: Signs and Billboards. Except for temporary signs as specified below, no sign or billboard or any character shall be erected or displayed on said Property except residential signs giving the name or address of the occupant or Owner. Temporary signs (Exclusive of any flag or pennant) in connection with the original subdivision and sale of said Property may be maintained during the period of construction and original sale of Lots and homes in the area where the signs are located. Nothing herein shall prohibit an Owner from maintaining on his Property one "For Sale", "For Rent", or "For Lease" sign not exceeding in size 18 by 24 inches.

Section 8: Compliance with Plans and Approvals. No structure upon said Property shall be occupied or used until the plans, specifications, drawings and other matters in connection therewith have been approved by the Architectural Control Committee created in Article VIII below to the extent required under this Declaration or any such structure is made to conform to such specifications, drawings or other matters as approved by said Committee.

Section 9: Drainage. There shall be no interference with established drainage in or over any Lot. In the event it becomes necessary to change the established drainage over any Lot, the Owner thereof shall make adequate provision for proper drainage in connection with any such change, including the landscaping of all Lots affected by the change. The words "established drainage" as used in this Section 9 means the drainage which existed at the time of the first recording of these Covenants, Conditions and Restrictions.

Section 10: Vehicles. No Owners or occupants of any Lot in this subdivision shall place, store, park or keep boats, house trailers, campers or heavy commercial vehicles of any kind on the streets of this subdivision. Vehicles of these types stored on the Lots shall be enclosed, undercover or stored to the back of the Property out of public view from the street or neighboring Property.

Section 11: Mobile Homes. No mobile home, outbuilding, tent, shack, shed, trailer, or temporary building of any kind shall be used as a residence either temporarily or permanently except that a mobile home may be so used only during the course of construction of any single family dwelling provided that such use does not exceed one year. Extensions may be allowed by the Architectural Committee based upon a satisfactory showing of extenuating circumstances.

Section 12: Manufactured Housing. Manufactured housing permanently affixed and designed to appear substantially the same as on-site construction shall be allowed when approved by the Architectural Control Committee.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1: Approval. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality, materials, and harmony or external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected or placed on any Lot nearer to any

street than the minimum building setback line unless approved by the Architectural Control Committee. Requests may be submitted to a Board Member, ACC Member, or mailed to:

Sun Ridge Ranch Homeowners Association
6000 Grazing Hill Road
Latrobe, CA 95682

Section 2: Committee Composition. The Architectural Control Committee (ACC) shall be composed of 3 or more members in good standing who are appointed by the Board. ACC members may hold office for no more than 7 consecutive years. In case of death, expulsion or resignation of any member of the ACC, the Board shall solicit replacement volunteers and appoint a replacement within 3 months of the vacancy. Neither members of the Architectural Control Committee, or Board of Directors, nor any designated representative shall be entitled to any compensation for services performed under this covenant.

Section 3: Procedure. The Committee's approval or disapproval as required in these Covenants shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event that no notification to enjoin the construction has been commenced before completion, approval will not be required and the related covenants shall be deemed to have been fully complied with. At the request of any homeowner the Board shall maintain the right to review and override all ACC rulings.

ARTICLE IX

BUILDING SITES, FLOOR AREAS AND SETBACKS

Section 1: Building Sites. Each Lot within the Property shall be a building site as the term is used in this Declaration. No such building site shall be used for more than one single family dwelling and accessory buildings. No dwelling or other structure shall be constructed or maintained upon any portion of said Property which is not a building site as defined herein. Building sites may not be subdivided into smaller parcels in order to create more building sites.

Section 2: Floor Areas. No main dwelling shall be erected which has a floor area, exclusive of any porch, patio, covered but not enclosed area, garage or other accessory building (whether or not attached to such residence), of less than 1,500 square feet in the case of a one-story structure.

Section 3: Lot Fences and Horse Areas. All perimeter fences, stables, corrals and corral fencing shall also be subject to approval by the Architectural Committee.

ARTICLE X

DURATION AND AMENDMENT, ENFORCEMENT AND ACCEPTANCE

Section 1: Duration and Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable

by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The Covenants, Conditions and Restrictions of this Declaration may be amended by a recorded instrument signed by not less than seventy-five (75%) of the Lot Owners.

Section 2: Enforcement of Restrictions. (a) Nothing in this Declaration or in any Deed which Declarant may use in disposing of said Property shall be deemed to reserve in Declarant any right or reversion for breach of any provision hereof, and any such reversionary right is hereby expressly waived. (b) Every act or omission whereby any covenant, condition or restriction in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by the Association or by the then Owner of any Lot within said Property or of the Property described in subsection (c) below. Remedies specified in this Declaration shall be deemed cumulative and in addition to any others now or hereafter existing as a matter of law. (c) No breach or violation of the covenants, conditions or restrictions herein contained nor the enforcement of any lien except as set out in Section 2 of Article IV arising hereunder shall defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value; but all of said Covenants, Conditions, and Restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure, trustee's sale, or otherwise.

Section 3: Acceptance. Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or contract of sale, agreement of purchase, accepts the same subject to all of the covenants, conditions and restrictions, easements and agreements set forth in this Declaration, and agrees to be bound by the same. In event grantee or purchaser, or his successor in interest, shall breach the terms, restrictions and provisions of this Declaration are hereby declared not to be adequate compensation, but such breach and/or continuation thereof may be enjoined or abated by appropriate proceedings by the Declarants, or by an Owner or Owners of any other Lot or Lots described herein.

Invalidation of anyone of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED: _____, 2005.

SUN RIDGE RANCH HOMEOWNERS
ASSOCIATION, a California corporation

By: _____
Robert Mahan, President

By: _____
Thann McLeod, Secretary