

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) ____ of the document recorded on _____ (date) in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: _____ Date: _____

Print Name: _____

____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:

Date:

6834

BOOK 895 PAGE 282

WESTERN TITLE INSURANCE CO.

DECLARATION OF PROTECTIVE COVENANTS

YUBA GLEN ESTATES UNIT ONE

RECORDED IN OFFICIAL RECORDS OF	
YUBA COUNTY, CALIFORNIA	
AT	MIN. PAST
37	22
Dec. 22, 1986	
FRANCES J. FAIREY, COUNTY RECORDER	
FEE	15.00

This Declaration is made on the 18th Day of Dec., 1986 by Solamasi, Inc., a California Corporation, owner of record.

RECITALS

Declarant is the owner and developer of that certain real property located in the County of Yuba, State of California, known as parcels 1 through 5, inclusive, Yuba Glen Estates Unit One the *Development*, as shown on the Official Map thereof, filed in the office of the Yuba County Recorder on Oct. 30, 1986, in Book 45 of Maps, at Page 1.

Declarant intends to sell and convey parcels situated within the Development and before doing so, desires to impose upon them mutual and beneficial restrictions and covenants under a general plan or scheme of improvement for the benefit of all parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, Declarant declares that all parcels in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, purpose of enhancing and protecting the value, desirability and attractiveness thereof.

The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said parcels in favor of each and all parcels; to create reciprocal rights between the respective owners of all such parcels; to create privity of contract and estate between the grantees of such parcels, their heirs, successors and assigns; and shall, as to the owner of each parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such parcels in the Development and their respective owners, present and future.

I. **DEFINITIONS** The following terms as used in this Declaration are defined as follows:

A. "Committee" means the Environmental Control Committee for Yuba Glen Estates Units One, Two, Three and Four.

B. "Declarant" means Solamasi, Inc., a corporation, their successors or assigns.

C. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

D. "Development" means parcels 1 through 5 of Yuba Glen Estate Unit One.

E. "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennae and any other structures of any other type.

F. "Map" means the final parcel map of YUBA GLEN ESTATES Unit One.

G. "Parcel" means any numbered parcel as designated on the Map.

H. "Owner" means any person or legal entity, including Declarant, who holds fee simple title to any parcel.

I. "Single family dwelling" means a dwelling for human occupancy.

II. LAND USE> Parcels in the Development shall comply to the zoning thereof as to their permissible uses and shall be subject to the restrictive or other provisions of this Declaration related to such uses. Parcels 1 through 5 are zoned Agricultural/Rural Residential.

A. Single Family Dwellings: Only single family dwellings and such outbuildings as are usually accessory thereto and in accordance with the zoning thereof shall be permitted. The following restrictions shall apply specifically to such parcels:

B. Set-Backs. Each dwelling or outbuilding shall be at least:

1. Eighty feet from the center line of the road serving the Development.
2. Twenty five feet from side parcel lines.
3. Fifty feet from the rear parcel lines.

III. RESTRICTIONS> The following shall be applicable to all parcels within the Development, and each owner, as to his parcel covenants to observe and perform the same:

A. Roofing materials shall be a fire resistant material.

B. Prior to issuance of a building permit, local fire jurisdiction shall verify that adequate access is provided to each building site.

C. Buildings sites and location of driveways shall be restricted to areas of slope that are less than 20% (slope).

D. Animals: Livestock, barnyard animals, etc., are permitted in conformance with the zoning of the parcels, however, there shall be no more than one large animal per half acre or 50 fowl or small animals per half acre, provided they are not kept in numbers or conditions objectionable to other residents in said development. Said animals shall be kept confined to the premises of the parcel which is host to the animals, except when in care of an authorized person. Animals shall be kept in a clean, quiet, and orderly manner so as to prevent nuisance and obnoxiousness within the development. No more than two adult swine and or 10 young swine per parcel shall be permitted.

E. Removal of trees: "Clear Cutting" land is prohibited, however, removal of excess trees and/or brush is allowed as is removal of same for driveways and site preparation in reasonable proportion.

F. Speed Limits: The maximum speed limit within the development shall be twenty-five miles per hour (25 mph).

G. Refuse/Junk: No parcel shall be utilized for the storage of inoperative vehicles, machinery, etc. In no case will wrecking or junk yard business be permitted within the development.

H. Dwelling Appearance: Each parcel owner shall maintain his dwelling in good repair so that appearance from any roadway will not be a detriment to the development. This shall include, but not be limited to paint condition, trim and siding condition and extensive color fading, and roof condition.

IV. THE ENVIRONMENTAL CONTROL COMMITTEE> GENERAL POWERS. All improvements constructed or placed on any parcel must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application shall be accompanied by two sets of plans and specifications and shall show the location of all improvements, if any, existing upon parcel(s), the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, and any other information which the Committee may require. Upon failure by the Committee or its designated representatives to approve or disapprove such plans and specifications within 30 days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all of the provisions of this Declaration.

A. Committee Membership. The Committee shall be composed of three members, to be appointed by Declarant, at least one of whom shall be a qualified member of the Real Estate profession. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant. The power to appoint or remove Committee members shall be transferred permanently to majority of the parcel owners upon:

1. Expiration of 18 months between filing of the Parcel map of the Development, provided that 90% of the aggregate number of parcels of the Development have been sold by the Declarant; or

2. Expiration of three years from the date of the Final Subdivision Public Report of the California Department of Real Estate.

B. Grounds for Disapproval. The Committee may disapprove any application:

1. If such application does not comply with the Declaration;

2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a parcel, finished ground elevation, color scheme, design, proportions, architecture, shape, style of the proposed improvement, the materials used therein; or,

3. If in the judgement of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other parcels.

C. Rules and regulations. The Committee may, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifica-

tions; provisions for the notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove; etc.

D. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other parcels.

E. Certification of compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner, or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.

F. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

G. Appeals. Any applicant shall have the right to appeal to a majority of the parcel owners from any decision of the Committee within 30 days after entry of such decision.

V. DRIVEWAY MAINTENANCE> The owners of Parcels #1, #2, & #3 shall be responsible for the maintenance and repair of the 60 foot driveway traversing Parcels #2 and #3 and:

A. Said driveway shall be for the exclusive use of ingress, egress, and utilities for those designated parcel owners which shall participate in the maintenance and repair of the driveway.

B. The right-of-way created by said easement shall be maintained in a good, passable condition under all traffic and weather conditions.

C. Repairs on said driveway shall be required when a majority of the owners of properties reach an agreement in writing that repairs are necessary. Pursuant to said agreement, such owners shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate repairs of said driveway with each owner bearing his pro rata share of the costs and expenses thereof, regardless of whether such owners shall have concurred with said agreement or not.

D. Every owner of property who shall cause or allow, in any manner, said private driveway to be used, traversed, or altered by vehicular traffic or otherwise, thereby causing damage to the surface thereof, as may be determined by the majority of the owners of properties bounding thereon, shall bear as his responsibility the costs and expenses of repairing such damage.

E. If a dissenting owner shall not pay his pro rata share of costs and expenses immediately upon receiving his bill for same, the remaining owners shall be entitled without further notice to institute legal action for the

collection of funds advanced on behalf of such dissenting owner in accordance with the provisions of California Civil Code Section 845, and shall be entitled to recover in such action, in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action including such sums as the court may fix and for reasonable attorney's fee.

VI. REMEDIES> A. Enforcement. Declarant and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. Cumulative rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision in this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or occurrence of a different violation.

VII. GRANTEE'S ACCEPTANCE> Each grantee or purchaser of any parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of any such parcel, accept such deed or contract upon and subject to each and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Committee. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and to and with the grantees and subsequent owners of each of the other parcels in the Development to keep, observe, comply with and perform all of the provisions of this Declaration.

VIII. SEVERABILITY> Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

IX. CAPTIONS> Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

X. TERM> The provision of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2000, after which time the same shall be extended for successive periods of 10 years each. Prior to January 1, 2000, this Declaration may be amended or terminated by the affirmative vote of 51% of the then owners of all parcels in the Development entitled to vote and thereafter by a majority of said owners by recording an amendment to this Declaration duly executed by the requisite number of such owners required to effect such amendment or termination.

XI. AMENDMENT> These restrictions may be amended by the written consent of 51% of the then recorded owners of parcels in this subdivision. The amendment shall become effective upon recordation in the office of the Yuba County Recorder.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

SOLAMASI, INC., a California corporation

Leendert Troost, PRESIDENT

By: BYRON D. MAYNARD
Byron D. Maynard, its attorney in fact

STATE OF CALIFORNIA

County of Nevada

On this 18th day of December, 1986, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared Byron D. Maynard, 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 as the attorney-in-fact of SOLAMASI, INC. and acknowledged to me that he subscribed the name of SOLAMASI, INC. thereto as principal and his own name as attorney-in-fact, known further to me to be the person who executed the within instrument on behalf of the corporation named herein, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

Teresa M. Parsons
Notary Public

My Commission Expires: 12-4-87

