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VALLEY RANCH ESTATES
(STANDARD SUBDIVISION)
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

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 VALLEY RANCH ESTATES
 (STANDARD SUBDIVISION)
 DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS

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VALLEY RANCH ESTATES
(STANDARD SUBDIVISION)

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALLEY RANCH ESTATES IS MADE ON THE DATE HEREINAFTER SET FORTH BY VALLEY RANCH HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, HEREINAFTER REFERRED TO AS “DECLARANT”.

RECITALS

DECLARANT IS THE ASSOCIATION REPRESENTING THE OWNERS OF CERTAIN REAL PROPERTY IN THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, WHICH IS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

THE VALLEY RANCH ESTATES DEVELOPMENT SHALL BE REFERRED TO AS THE “PROJECT” AS DEFINED IN SECTION 1.

DECLARANT HAS DEEMED IT DESIRABLE, FOR THE PURPOSE OF ESTABLISHING A GENERAL PLAN FOR THE DEVELOPMENT OF, AND FOR THE EFFICIENT PRESERVATION OF THE VALUES AND AMENITIES IN, THE REAL PROPERTY DESCRIBED ABOVE, THAT ALL THE PROPERTY DESCRIBED IN EXHIBIT “A” SHALL BE HELD, OCCUPIED, SOLD AND CONVEYED SUBJECT TO CERTAIN PROTECTIVE COVENANTS, CONDITIONS RESTRICTIONS, AND RESERVATIONS AS HEREINAFTER CREATED.

DECLARATION

DECLARANT HEREBY DECLARES THAT THE PROJECT DESCRIBED ABOVE SHALL BE HELD, SOLD, LEASED, MORTGAGED, ENCUMBERED, RENTED, USED, OCCUPIED, IMPROVED AND CONVEYED SUBJECT TO THE FOLLOWING DECLARATIONS, LIMITATIONS, EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS, WHICH ARE IMPOSED AS EQUITABLE SERVITUDES PURSUANT TO A GENERAL PLAN FOR THE DEVELOPMENT OF THE PROPERTY FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE AND DESIRABILITY OF THE PROJECT AND EVERY PART THEREOF, AND WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING ON DECLARANT AND ITS SUCCESSORS AND ASSIGNS, AND ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN OR TO THE DESCRIBED PROPERTY OR ANY PART THEREOF, THEIR

HEIRS, SUCCESSORS AND ASSIGNS, AND WHICH SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.

ARTICLE I

DEFINITIONS

UNLESS THE CONTEXT OTHERWISE SPECIFIES OR REQUIRES, THE FOLLOWING WORDS AND PHRASES, WHEN USED IN THIS DECLARATION, SHALL HAVE THE MEANINGS HEREINAFTER SPECIFIED:

- 1.01 ARCHITECTURAL COMMITTEE. “ARCHITECTURAL COMMITTEE” MEANS THE COMMITTEE CREATED PURSUANT TO ARTICLE III HEREOF.
- 1.02 ASSOCIATION. “ASSOCIATION” MEANS THE VALLEY RANCH HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, PURSUANT TO THE APPLICABLE LAWS OF THE STATE OF CALIFORNIA. THE TERMS “ASSOCIATION” AND “HOMEOWNERS ASSOCIATION” MAY BE USED INTERCHANGEABLY HEREIN. EACH PROPERTY OWNER, BY VIRTUE OF BEING AN OWNER, SHALL BE A MEMBER OF THE ASSOCIATION, OR, IN THE EVENT OF ITS DISSOLUTION, A MEMBER OF THE UNINCORPORATED ASSOCIATION SUCCEEDING TO THE ASSOCIATION; PROVIDED, HOWEVER, THAT ANY PERSON OR ENTITY WHO HOLDS AN INTEREST IN SUCH PROPERTY MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER. EACH PROPERTY, WHETHER OWNED BY ONE OR MORE ENTITIES, SHALL BE ENTITLED TO ONE MEMBERSHIP IN THE ASSOCIATION.
- 1.03 DECLARANT. “DECLARANT” MEANS VALLEY RANCH HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION.
- 1.04 DECLARATION. “DECLARATION” MEANS THIS DECLARATION, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME.
- 1.05 LOT. “LOT” MEANS ANY PLOT OF LAND, TOGETHER WITH ANY IMPROVEMENTS THEREON, SHOWN UPON ANY RECORDED SUBDIVISION MAP OF THE PROPERTY.
- 1.06 MORTGAGE. “MORTGAGE” MEANS ANY MORTGAGE OR DEED OF TRUST ENCUMBERING A LOT, OR ANY INTEREST THEREIN, INCLUDING, BUT NOT LIMITED TO, THE IMPROVEMENTS DEVELOPED THEREON.
- 1.07 MORTGAGEE. “MORTGAGEE” MEANS A PERSON TO WHOM A MORTGAGE IS MADE AND SHALL INCLUDE THE BENEFICIARY OF A

DEED OF TRUST AND THE HOLDERS OF ANY INDEBTEDNESS SECURED BY MORTGAGEES. THE TERM “BENEFICIARY” SHALL BE SYNONYMOUS WITH THE TERM “MORTGAGEE”.

- 1.08 MORTGAGOR. “MORTGAGOR” MEANS A PERSON WHO MORTGAGES HIS OR ITS PROPERTY TO ANOTHER (i.e., THE MAKER OF A MORTGAGE), AND SHALL INCLUDE THE TRUSTOR OF A DEED OF TRUST. THE TERM “TRUSTOR” SHALL BE SYNONYMOUS WITH THE TERM “MORTGAGOR”.
- 1.09 OWNER. “OWNER” MEANS EACH PERSON OR ENTITY HOLDING A RECORD OWNERSHIP INTEREST IN A LOT AND CONTRACT SELLER UNDER RECORDED CONTRACTS OF SALE. “OWNER” SHALL NOT INCLUDE PERSONS OR ENTITIES WHO HOLD AN INTEREST IN A LOT MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.
- 1.10 PERSON. “PERSON” MEANS A NATURAL PERSON OR ANY OTHER ENTITY WITH THE LEGAL RIGHT TO HOLD TITLE TO REAL PROPERTY.
- 1.11 PROJECT. “PROJECT” MEANS THE ENTIRE REAL PROPERTY DESCRIBED ABOVE, INCLUDING PROPERTY ANNEXED OR TO BE ANNEXED, AS THE SAME IS NOW AND AS IT MAY, FROM TIME TO TIME, BE DEVELOPED AND IMPROVED.
- 1.12 PROPERTY. “PROPERTY” MEANS THE REAL PROPERTY ABOVE DESCRIBED AND ALL IMPROVEMENTS ERECTED OR TO BE ERECTED THEREON, AND ALL PROPERTY, REAL, PERSONAL OR MIXED, INTENDED FOR USE IN CONNECTION WITH THE PROJECT.
- 1.13 RECORD, RECORDED AND RECORDATION. “RECORD, RECORDED AND RECORDATION” MEANS, WITH RESPECT TO ANY DOCUMENT, THE RECORDATION OF SUCH DOCUMENTS IN THE OFFICE OF THE COUNTY RECORDER OF PLUMAS COUNTY, CALIFORNIA (WHICH MAY ALSO BE REFERRED TO HEREIN AS “FILE” OR “FILED”).
- 1.14 SUBDIVISION MAP. “SUBDIVISION MAP” MEANS THE RECORDED FINAL MAPS FOR VALLEY RANCH ESTATES RECORDED IN THE OFFICIAL RECORDS OF PLUMAS COUNTY, CALIFORNIA, AND ANY RECORDED MAP FOR ANY REAL PROPERTY HEREAFTER BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

THE PROPERTY IS A STANDARD SUBDIVISION WHICH CONSISTS OF THE PROPERTY AND ALL IMPROVEMENTS THEREON. THE PROJECT IS SUBJECT TO THE TERMS OF THIS DECLARATION UPON RECORDATION HEREOF.

ARTICLE III

ARCHITECTURAL COMMITTEE

3.01 ARCHITECTURAL APPROVAL. NO BUILDING, FENCE, WALL, SIGN OR OTHER STRUCTURE, OR EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREOF (INCLUDING PAINTING OR LANDSCAPING) SHALL BE COMMENCED, CONSTRUCTED, ERECTED, PLACED, ALTERED, MAINTAINED OR PERMITTED TO REMAIN ON THE LOTS UNTIL PLANS AND SPECIFICATIONS SHOWING PLOT LAYOUT AND ALL EXTERIOR ELEVATIONS, WITH MATERIALS AND COLORS THEREFOR AND STRUCTURAL DESIGN AND LANDSCAPING, SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. APPROVALS SHALL BE BASED, AMONG OTHER THINGS, ON ADEQUACY OF STRUCTURAL DESIGN AND MATERIALS, CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH NEIGHBORING PROPERTY, IMPROVEMENTS, OPERATIONS AND USES, RELATION OF TOPOGRAPHY, GRADE, AND FINISHED GROUND ELEVATION OF THE PROPERTY BEING IMPROVED TO THE NEIGHBORING PROPERTY. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO REQUIRE ANY MEMBER TO REMOVE, TRIM, TOP OR PRUNE ANY SHRUB, TREE, OR HEDGE WHICH SUCH COMMITTEE REASONABLY BELIEVES IMPEDES THE VIEW OF ANY LOT.

3.02 TERM OF ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE PURSUANT TO SECTION 3.01 ABOVE SHALL CONSIST OF THREE (3) MEMBERS. THE OWNERS SHALL HAVE THE POWER TO ELECT ALL OF THE MEMBERS OF THE ARCHITECTURAL COMMITTEE. MEMBERS ELECTED TO THE ARCHITECTURAL COMMITTEE BY THE OWNERS SHALL BE FROM THE MEMBERSHIP OF THE ASSOCIATION. A MAJORITY OF THE ARCHITECTURAL COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE SUCCESSOR SHALL BE APPOINTED BY THE DECLARANT. NEITHER THE MEMBERS OF THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT HERETO.

3.03 FAILURE TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS. IN THE EVENT THE ARCHITECTURAL COMMITTEE, OR ITS DESIGNATED

REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS AFTER THE SAME HAVE BEEN SUBMITTED TO IT, IT SHALL BE CONCLUSIVELY PRESUMED THAT THE ARCHITECTURAL COMMITTEE HAS APPROVED SUCH PLANS AND SPECIFICATIONS. ALL IMPROVEMENT WORK APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE DILIGENTLY COMPLETED.

3.04 NO LIABILITY. NEITHER DECLARANT NOR THE ARCHITECTURAL COMMITTEE, NOR THE MEMBERS THEREOF, SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS OR SPECIFICATIONS TO THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS TO THE ARCHITECTURAL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY OF SAID PROPERTY AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ARCHITECTURAL COMMITTEE, OR ANY OF THE MEMBERS THEREOF TO RECOVER ANY SUCH DAMAGES.

3.05 NOTICE OF NONCOMPLIANCE OR NONCOMPLETION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AFTER THE EXPIRATION OF ONE (1) YEAR FROM THE DATE OF ISSUANCE OF A BUILDING PERMIT BY MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY FOR ANY IMPROVEMENT, SAID IMPROVEMENT SHALL, FOR THE BENEFIT OF PURCHASERS AND ENCUMBRANCERS IN GOOD FAITH AND FOR VALUE, BE DEEMED TO BE IN COMPLIANCE WITH ALL PROVISIONS OF THIS ARTICLE III, UNLESS ACTUAL NOTICE OF SUCH NONCOMPLIANCE OR NONCOMPLETION, EXECUTED BY THE ARCHITECTURAL COMMITTEE OR ITS DESIGNATED REPRESENTATIVES, SHALL APPEAR OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLUMAS COUNTY, CALIFORNIA, OR UNLESS LEGAL PROCEEDINGS SHALL HAVE BEEN INSTITUTED TO ENFORCE COMPLIANCE OR COMPLETION.

3.06 RULES AND REGULATIONS. THE ARCHITECTURAL COMMITTEE MAY FROM TIME TO TIME, IN ITS SOLE DISCRETION, ADOPT, AMEND AND REPEAL RULES AND REGULATIONS INTERPRETING AND IMPLEMENTING THE PROVISIONS HEREOF.

3.07 VARIANCES. WHERE CIRCUMSTANCES, SUCH AS TOPOGRAPHY, LOCATION OF PROPERTY LINES, LOCATION OF TREES, OR OTHER MATTERS REQUIRE, THE ARCHITECTURAL COMMITTEE, BY THE VOTE OR WRITTEN CONSENT OF A MAJORITY OF THE MEMBERS THEREOF, MAY ALLOW REASONABLE VARIANCES AS TO ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION UNDER THE JURISDICTION OF SUCH COMMITTEE, ON SUCH TERMS AND CONDITIONS AS IT SHALL REQUIRE; PROVIDED, HOWEVER, THAT ALL SUCH VARIANCES SHALL BE IN KEEPING WITH THE GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF THE PROPERTY.

ARTICLE IV

ARCHITECTURAL AND USE RESTRICTIONS

4.01 PURPOSE OF RESTRICTIONS. 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 THE 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.

4.02 BUILDING ENVELOPE AND SETBACKS. THE PRIMARY BUILDING ENVELOPE IS THAT PORTION OF EACH LOT WITHIN WHICH ALL BUILDING IMPROVEMENTS FOR THE MAIN RESIDENCE MUST BE LOCATED. OTHER BUILDINGS, ALTERATIONS OR IMPROVEMENTS TO THE NATURAL TERRAIN OR VEGETATION OUTSIDE OF THE BUILDING ENVELOPE ARE STRICTLY CONTROLLED AND MUST BE REVIEWED AND APPROVED BY THE ARCHITECTURAL COMMITTEE. EXAMPLES OF SUCH BUILDING, ALTERATION OR IMPROVEMENTS WOULD BE:

- A. FENCING FOR THE CONTROL OF LIVESTOCK WHERE PERMITTED.
- B. WATER WELL DEVELOPMENT FOR DOMESTIC OR IRRIGATION USE.
- C. DEVELOPMENT OF EXISTING SPRINGS FOR IRRIGATION USAGE.
- D. ESTABLISHMENT OF, OR ALTERATION TO EXISTING IRRIGATION DITCHES.
- E. ACCESS DRIVEWAYS.
- F. THINNING AND/OR CLEARING OF VEGETATION.
- G. ALTERATION OR IMPROVEMENTS TO NATURAL DRAINAGE WAYS.
- H. CONSTRUCTION OF WASTEWATER LEACHFIELDS.
- I. OUTBUILDINGS SUCH AS BARNs, STABLES, AND GUEST HOUSES WHERE PERMITTED.
- J. CONSTRUCTION OF UNDERGROUND UTILITIES.

TO ASSIST LOT OWNERS IN THE PLANNING AND DESIGN OF IMPROVEMENTS, PLOT PLANS SHOWING BUILDABLE AREAS, BUILDING SETBACKS, DESIGNATED LEACHFIELD AND WELL AREAS AND A SUGGESTED LOCATION FOR THE

PRIMARY BUILDING ENVELOPE HAVE BEEN PREPARED FOR EACH LOT. PLOT PLANS ALSO SHOW INFORMATION SUCH AS WHERE AND WHAT KIND OF LIVESTOCK ARE PERMITTED, WHERE AND WHAT KIND OF FENCING IS PERMITTED AND WHERE AND WHAT KIND OF OUTBUILDINGS ARE PERMITTED. ON LOTS WHERE GUEST HOUSES ARE PERMITTED OUTSIDE OF THE MAIN RESIDENCE BUILDING ENVELOPE, A SECONDARY BUILDING ENVELOPE IS PERMITTED SUBJECT TO THE SAME RESTRICTIONS AS THE PRIMARY BUILDING ENVELOPE, BUT LIMITED IN AREA TO 2500 SQ. FT. (THIS LIMITATION DOES NOT APPLY TO LOT 80).

4.03 USE OF LOTS. NO LOT, NOR ANY PORTION THEREOF, SHALL BE USED FOR ANY PURPOSE OTHER THAN ONE SINGLE FAMILY RESIDENCE. NO TRADE OR BUSINESS OR COMMERCIAL ACTIVITY, EXCEPT A SMALL HOME OFFICE WITHOUT WALK-IN-TRADE, SHALL BE CARRIED ON OR CONDUCTED UPON ANY LOT, EXCEPT FOR LOT 80 WHICH SHALL BE AGRICULTURE AND SINGLE FAMILY. THE TOTAL FLOOR AREA OF ANY DWELLING CONSTRUCTED ON A LOT, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 2000 SQUARE FEET. THE GROUND FLOOR AREA OF ANY DWELLING CONSTRUCTED ON A LOT, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 1350 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY. THE MAXIMUM HEIGHT ABOVE GROUND LEVEL OF ANY STRUCTURE IS 30 FEET. BUILDING STRUCTURES WITHIN THE BUILDING ENVELOPE, OTHER THAN THE MAIN RESIDENCE, ARE LIMITED TO ONE (1) DETACHED GARAGE AND/OR CARPORT, ONE (1) STORAGE STRUCTURE NOT TO EXCEED 600 SQUARE FEET, AND ONE GUEST HOUSE AS PERMITTED BY PLUMAS COUNTY ZONING. ALL BUILDINGS WITHIN THE BUILDING ENVELOPE SHALL BE OF SIMILAR OR COMPATIBLE DESIGN AND CONSTRUCTION AND BE SUBJECT TO THE SAME DESIGN REVIEW PROCESS AS THE MAIN RESIDENCE. NO METAL STORAGE SHEDS SHALL BE PERMITTED, EXCEPT ON LOT 80. STRUCTURES THAT ARE ASSEMBLED OFFSITE AND COMPLETELY DISASSEMBLED FOR TRANSPORTATION, INCLUDING LOG HOMES OR CUSTOM DESIGNED MODULAR BUILDINGS, MAY BE PERMITTED UPON APPROVAL OF THE ARCHITECTURAL COMMITTEE.

OUTBUILDINGS, THOSE STRUCTURES PERMITTED OUTSIDE OF THE MAIN RESIDENCE BUILDING ENVELOPE, SHALL BE SUBJECT TO THE SAME DEVELOPMENT STANDARDS AND DESIGN REVIEW PROCESS AS THE MAIN RESIDENCE AND ARE LIMITED TO THE FOLLOWING TYPE STRUCTURES:

1. STABLES, BARN AND RELATED TYPE STRUCTURES WHERE PERMITTED (LOTS 1, 7, 8, 9, 10, 11, 12, 13, 25 AND 80). LOCATION OF THESE STRUCTURES IS SUBJECT TO APPROVAL OF THE ARCHITECTURAL COMMITTEE AND THE COUNTY PLANNING DEPARTMENT.
2. GUESTHOUSES, ON LOTS WHERE PERMITTED.
3. WELLHOUSES AND STORAGE SHEDS.

OUTBUILDINGS SHALL BE OF SIMILAR OR COMPATIBLE DESIGN AND CONSTRUCTION AS THE MAIN RESIDENCE AND SHALL OTHERWISE MEET ALL APPLICABLE COUNTY REQUIREMENTS. NO BUILDING STRUCTURES SHALL BE ALLOWED EAST OF SULPHUR CREEK ON LOT 80 AND NO ADDITIONAL SUBDIVIDING OF ANY LOT WILL BE ALLOWED.

4.04 SIGNS. HOUSE NUMBERING SHALL BE IN ACCORDANCE WITH COUNTY REQUIREMENTS. SIGNS BEARING RESIDENTS' NAMES OR BUSINESS RELATIONSHIP SHALL BE LIMITED IN SIZE TO THREE (3) SQ. FT. REAL ESTATE AND/OR CONTRACTORS' SIGNS SHALL BE LIMITED TO ONE EACH AND NOT TO EXCEED SIX (6) SQ. FT. IN SIZE. THEY SHALL BE REMOVED WITHIN THIRTY (30) DAYS OF THE SALE OR COMPLETION OF THE CONSTRUCTION.

4.05 ANIMALS.

A. HOUSEHOLD PETS AND SMALL ANIMALS. HOUSEHOLD PETS SHALL MEAN DOMESTIC ANIMALS CUSTOMARILY CONFINED WITHIN THE DWELLING UNIT. DOGS, CATS OR OTHER CONVENTIONAL DOMESTIC HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT IN UNREASONABLE NUMBERS OR FOR ANY COMMERCIAL PURPOSE AND ARE KEPT IN A MANNER AS NOT TO CONSTITUTE A NUISANCE TO OTHER OWNERS OR OCCUPANTS. ALL PETS MUST BE KEPT WITHIN THE CONFINES OF A BUILDING ENVELOPE OR ON A LEASH OR UNDER THE DIRECT CONTROL OF THEIR OWNERS. NO PETS SHALL BE ALLOWED TO ROAM FREE AND UNATTENDED OR UNLEASHED WITHIN THE PROJECT. AS USED IN THIS DECLARATION, "UNREASONABLE QUANTITIES" SHALL ORDINARILY MEAN MORE THAN TWO (2) PETS PER HOUSEHOLD; PROVIDED, HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY DETERMINE THAT A REASONABLE NUMBER IN ANY INSTANCE MAY BE MORE OR LESS. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO PROHIBIT MAINTENANCE OF ANY ANIMAL WHICH CONSTITUTES, IN THE OPINION OF THE ARCHITECTURAL COMMITTEE, A NUISANCE TO ANY OTHER PROPERTY OWNER. FURTHERMORE, ANY OWNER SHALL BE ABSOLUTELY LIABLE TO EACH AND ALL REMAINING OWNERS, THEIR FAMILIES, GUESTS, TENANTS OR INVITEES, FOR ANY UNREASONABLE NOISE OR DAMAGE TO PERSON OR PROPERTY CAUSED BY ANY ANIMALS BROUGHT OR KEPT UPON THE PROPERTIES BY AN OWNER, OR BY MEMBERS OF HIS FAMILY, HIS TENANTS OR HIS GUESTS. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL PREVENT THE POSSESSION BY AN OWNER, OCCUPANT, LICENSEE, TENANT OR INVITEE OF A DOG WHICH HAS BEEN TRAINED AND IS USED FOR THE PURPOSE OF A "SEEING EYE" OR GUIDE DOG FOR THE BLIND OR THE USE OF TRAINED DOGS IN THE HERDING OF LIVESTOCK WHERE LIVESTOCK ARE PERMITTED. EACH OWNER, OCCUPANT, LICENSEE, TENANT OR INVITEE WHO MAINTAINS OR IS IN THE POSSESSION OF A DOG SHALL HAVE THE ABSOLUTE DUTY AND RESPONSIBILITY TO IMMEDIATELY REMOVE, IN A SANITARY MANNER, ALL DOG EXCREMENT FROM THE PROJECT. ENFORCEMENT SHALL BE BY AN ANIMAL CONTROL SERVICE ACCEPTABLE TO THE PLANNING DIRECTOR AND PAID FOR

THROUGH THE HOMEOWNERS ASSOCIATION. THE ARCHITECTURAL REVIEW COMMITTEE SHALL HAVE THE RIGHT TO PROHIBIT DOMESTIC ANIMALS ON LOT 80 AS SET FORTH ABOVE, HOWEVER, THIS PROVISION IS NOT INTENDED TO APPLY TO LIVESTOCK ON LOT 80.

B. LIVESTOCK. SMALL ANIMAL HUSBANDRY, AS DEFINED IN TITLE 9 OF THE PLUMAS COUNTY CODE SHALL NOT BE PERMITTED EXCEPT ON LOT 80.

LARGE ANIMAL HUSBANDRY, AS DEFINED IN TITLE 9 OF THE PLUMAS COUNTY CODE, SHALL BE PERMITTED ON LOTS 1, 7, 8, 9, 10, 11, 12, 13, AND 25; BUT SHALL BE LIMITED TO TWO HORSES WITH THEIR YOUNG (1 YEAR OLD OR LESS); EXCEPT ON LOT 25, WHICH SHALL BE LIMITED TO HORSES AND CATTLE TO THE NUMBER PERMITTED BY SECTION 9-2.209 OF THE PLUMAS COUNTY CODE.

LIVESTOCK SHALL BE PERMITTED ON LOT 80 AS PERMITTED BY THE ZONING.

NO PIGS OR ANY COMMERCIAL FEED OPERATIONS SHALL BE PERMITTED ON ANY LOT IN THE PROJECT.

4.06 INTERFERENCE WITH ACCESS. NO ONE SHALL INTERFERE OR OTHERWISE RESTRICT THE FREE RIGHT OF PASSAGE OF THE OWNERS, THEIR AGENTS, SERVANTS, TENANTS, GUESTS AND EMPLOYEES OVER DRIVEWAY OR PASSAGES LEADING TO THEIR RESPECTIVE GARAGES.

4.07 ADDITIONAL STRUCTURES. NO STRUCTURES OF A TEMPORARY CHARACTER, TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARY OR PERMANENTLY EXCEPT AS DEFINED IN 4.10 OF THIS DECLARATION.

4.08 OFFENSIVE ACTIVITIES. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON WITHIN THE PROPERTIES, NOR SHOULD 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 QUIET ENJOYMENT OF THEIR PROPERTY. WITHOUT LIMITING ANY OF THE FOREGOING, NO OWNER SHALL PERMIT NOISE, INCLUDING, BUT NOT LIMITED TO, THE BARKING OF DOGS, AND THE EXCESSIVE PLAYING OF MUSIC SYSTEMS, TO EMANATE FROM THE OWNER'S LOT, WHICH WOULD UNREASONABLY DISTURB ANOTHER OWNER'S QUIET ENJOYMENT OF HIS LOT.

4.09 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 NEIGHBORING LOT. 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.

4.10 RECREATION VEHICLES AND PARKING. EACH LOT MUST HAVE AN AREA FOR AT LEAST TWO GUEST PARKING SPACES TOTALLY WITHIN THE BUILDING ENVELOPE. PARKING OF GUEST MOTOR HOMES AND OTHER LARGE RECREATIONAL VEHICLES ON ANY LOT IS LIMITED TO FORTY-FIVE (45) DAYS AT A TIME AND THE VEHICLES MUST BE PARKED WITHIN THE BUILDING ENVELOPE AREA. HOMEOWNER'S RECREATIONAL VEHICLES, INCLUDING MOTOR HOMES, BOATS, TRAILERS, AND CAMPERS WILL BE PERMITTED WITHIN THE BUILDING ENVELOPE PROVIDED THAT THEY ARE STORED IN A CARPORT, GARAGED, OR OTHERWISE SCREENED FROM VIEW FROM THE STREET AND NEIGHBORING HOMES. ADDITIONAL GUEST PARKING MAY OCCUR OUTSIDE THE BUILDING ENVELOPE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

4.11 ANTENNAE AND SATELLITE DISHES. ALL ANTENNAE AND SATELLITE DISH LOCATIONS WILL BE SUBJECT TO APPROVAL BY THE ARCHITECTURAL COMMITTEE. SATELLITE DISH COLOR WILL BE OF A DARK NONREFLECTIVE FINISH. ANY ON-SITE ANTENNAE REQUIRED FOR THE PURPOSE OF RADIO TRANSMISSION RELATING TO FIRE PROTECTION OR POLICE SECURITY MATTERS WILL BE ALLOWED, BUT THE LOCATION OF THE SAME SHALL BE SUBJECT TO THE ARCHITECTURAL COMMITTEE APPROVAL.

4.12 CLOTHESLINES. NO OUTSIDE CLOTHESLINES OR OTHER OUTSIDE CLOTHES DRYING OR AIRING FACILITIES SHALL BE MAINTAINED ON THE LOT UNLESS SCREENED FROM THE STREET AND NEIGHBORING HOMES.

4.13 LIGHTING. SITE LIGHTING, NOT EXCEEDING EIGHT (8) FEET HIGH, IS PERMITTED WITHIN THE BUILDING ENVELOPE AND AT THE DRIVEWAY ACCESS FROM THE ROAD, PROVIDED SUCH LIGHTING DOES NOT RESULT IN EXCESSIVE GLARE TOWARDS THE STREET OR NEIGHBORING PROPERTIES. ADDITIONAL LIGHTING OUTSIDE OF THE BUILDING ENVELOPE MAY BE ALLOWED ON LOTS PERMITTING LIVESTOCK AND/OR OUTBUILDINGS SUBJECT TO APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OUTSIDE LIGHTING FIXTURE MAY BE REQUIRED TO BE PROVIDED WITH A GLARE SHIELD.

4.14 SPORTS FIXTURES. BASKETBALL, TENNIS AND OTHER SIMILAR TYPE SPORTS COURTS MUST BE CONTAINED WITHIN THE PRIMARY OR ADJACENT TO THE SECONDARY BUILDING ENVELOPES AND MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. NO NIGHT LIGHTS FOR SPORTS COURTS SHALL BE PERMITTED.

4.15 MAINTENANCE OBLIGATIONS OF OWNERS. IT SHALL BE THE DUTY OF EACH OWNER, AT HIS SOLE COST AND EXPENSE, SUBJECT TO THE PROVISIONS OF THIS DECLARATION REGARDING ARCHITECTURAL COMMITTEE APPROVAL, TO MAINTAIN, REPAIR, REPLACE AND RESTORE AREAS SUBJECT TO HIS EXCLUSIVE CONTROL, IN A NEAT, SANITARY AND ATTRACTIVE CONDITION, SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. AREAS SUBJECT TO THE EXCLUSIVE CONTROL OF AN OWNER SHALL BE DEEMED TO INCLUDE, BUT NOT BE LIMITED TO, THE OWNER'S DWELLING UNIT AND THE

LANDSCAPING AND YARD AREAS ON THAT INDIVIDUAL OWNER'S LOT. UPON THE FAILURE OF SAID OWNER TO MAINTAIN AND REPAIR AREAS SUBJECT TO HIS EXCLUSIVE CONTROL, THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO MAKE SUCH REPAIRS OR TO PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE CHARGED TO THE OWNER.

4.16 FENCING. FENCING SHALL NOT BE PERMITTED WITHIN THE DEER MOVEMENT CORRIDORS AS SHOWN ON THE ADDITIONAL INFORMATION MAPS. SITE WALLS AND SOLID FENCING WILL ONLY BE PERMITTED WITHIN THE DESIGNATED BUILDING ENVELOPES AND MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE FOR DESIGN, MATERIALS, AND FINISHES EXCEPT FOR FENCING ON LOTS PERMITTING LIVESTOCK. WHERE LIVESTOCK ARE PERMITTED, FENCING WILL BE PERMITTED AS FOLLOWS AND AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

1. LOT 80 – FULL PERIMETER PASTURE AND CROSS FENCING SHALL BE PERMITTED. PERMITTED TYPE OF FENCING SHALL BE A 4 WIRE, OR 3 WIRE AND A TOP WOOD RAIL WITH THE TOP WIRE OR RAIL NOT TO EXCEED 48 INCHES IN HEIGHT AND THE BOTTOM WIRE NOT LESS THAN 18 INCHES FROM THE GROUND. WOOD RAIL OR METAL CORRAL FENCING SHALL BE PERMITTED IN AN AREA NOT TO EXCEED 50,000 SQUARE FEET.

2. LOT 25 – PERIMETER PASTURE, CROSS FENCING AND CORRAL FENCING SHALL BE PERMITTED EXCEPT IN THE AREA WHICH LIES WITHIN 300 FEET OF THE ROADWAY FRONTAGE. PERMITTED TYPE OF FENCING SHALL BE THE SAME AS FOR LOT 80.

3. LOTS 1, 12, AND 13 – PASTURE FENCING, NOT TO EXCEED 2 ACRES, SHALL BE PERMITTED IN THE GRASSY AREAS OF THE LOTS. CORRAL FENCING SHALL BE LIMITED TO AN AREA NOT TO EXCEED 10,000 SQUARE FEET AND SET BACK A MINIMUM OF 100 FEET FROM THE ROADWAY FRONTAGE. PERMITTED FENCING WOULD BE THE SAME AS FOR LOT 80.

4. LOTS 7, 8, 9, 10, AND 11 – CORRAL OR PADDOCK FENCING SHALL ONLY BE PERMITTED IN AN AREA NOT TO EXCEED 5,000 SQUARE FEET AND SET BACK A MINIMUM OF 100 FEET FROM THE ROADWAY FRONTAGE. PERMITTED FENCING WOULD BE THE SAME AS FOR LOT 80.

OWNERS OF LOTS PERMITTING LIVESTOCK, AND THE FENCING THEREOF, SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF SUCH FENCING, WITH CURRENT AND SAME APPROVED MATERIALS, IN ORDER TO PROPERLY CONTROL AND CONTAIN ANIMALS WITHIN FENCED AREAS AND TO MAINTAIN THE AESTHETIC QUALITY OF THE FENCING. IF THE OWNER FAILS TO PROPERLY MAINTAIN AND/OR REPAIR SUCH FENCING, THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO PERFORM SUCH WORK, AND ALL COSTS INCURRED SHALL BE PAYABLE BY THE OWNER. FOR REQUIRED MAINTENANCE, THE OWNER SHALL BE NOTIFIED IN WRITING OF REQUIRED WORK, AND SHALL HAVE THIRTY (30) DAYS IN WHICH TO PERFORM THE WORK. IN AN EMERGENCY,

WHERE REPAIRS ARE NEEDED IMMEDIATELY TO CONTAIN ANIMALS, THE ARCHITECTURAL COMMITTEE SHALL MAKE A REASONABLE ATTEMPT TO NOTIFY THE OWNER, HOWEVER, IT SHALL HAVE THE RIGHT TO PERFORM NECESSARY REPAIRS WITH OR WITHOUT NOTICE TO THE OWNER.

4.17 LANDSCAPING. REVEGETATION SHALL BE DONE IN CONFORMANCE WITH THE REVEGETATION PLAN, AS SET FORTH IN APPENDIX 1. LOT CLEARING OUTSIDE OF BUILDING ENVELOPES SHALL BE LIMITED TO REMOVAL REQUIRED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION TO COMPLY WITH FIRE PROTECTION STANDARDS; REMOVAL OF DISEASED VEGETATION; REMOVAL FOR PERMITTED LOT IMPROVEMENTS; AND SELECTIVE THINNING OF TREES TO PROVIDE VIEW CORRIDORS SUBJECT TO REVIEW BY THE ARCHITECTURAL COMMITTEE. THE UNIMPROVED AREA OF A BUILDING ENVELOPE SHALL BE THE TRANSITION AREA AND SHALL MAINTAIN NATURAL VEGETATION IN ACCORDANCE WITH THE PUBLIC RESOURCES CODE SECTION 4291. ALL PLANTING IN TRANSITION AREAS AND OUTSIDE OF BUILDING ENVELOPES SHALL BE CONSISTENT WITH NATURAL VEGETATION AS SET FORTH ABOVE. PLANTING PLANS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE AND TO THE PLANNING DEPARTMENT FOR DETERMINATION OF CONSISTENCY WITH THESE PROVISIONS.

4.18 COUNTY PLANNING DEPARTMENT AUTHORITY AND RECOURSE. THE PLUMAS COUNTY PLANNING DEPARTMENT HAS THE AUTHORITY TO REVIEW PLANS, MONITOR CERTAIN DEVELOPMENT ACTIVITIES AND REQUIRE CORRECTIVE ACTION BY RESPONSIBLE PARTIES FOR INSTANCES OF NONCOMPLIANCE PERTAINING TO PROVISIONS WHICH IMPLEMENT MITIGATION MEASURES AS SET FORTH IN NEGATIVE DECLARATION NO. 378. THESE MEASURES ARE EITHER INCORPORATED AS CONDITIONAL NOTES ON MAPS ENTITLED ADDITIONAL INFORMATION MAPS (COPIES OF WHICH ARE AVAILABLE) OR WITHIN DEVELOPMENT STANDARDS CONTAINED HEREIN OR BOTH.

IF IT IS FOUND THAT ACTIVITIES AND/OR IMPROVEMENTS ARE NOT IN COMPLIANCE WITH PROVISIONS RELATING TO MITIGATION MEASURES, THE COUNTY PLANNING DEPARTMENT SHALL ISSUE A WRITTEN NOTICE OF NONCOMPLIANCE TO THE OWNER, RESPONSIBLE PARTY AND THE ARCHITECTURAL COMMITTEE SPECIFYING THE PARTICULARS OF NONCOMPLIANCE.

THE OWNER AND/OR THE RESPONSIBLE PARTY SHALL HAVE 30 DAYS FROM THE DATE OF NOTICE OF NONCOMPLIANCE WITHIN WHICH TO REMEDY THE NONCOMPLIANCE ACTIVITIES AND/OR IMPROVEMENTS. IF, BY THE END OF THIS TIME PERIOD THE OWNER AND/OR RESPONSIBLE PARTY HAS FAILED TO REMEDY THE NONCOMPLIANCE, THE COUNTY PLANNING DEPARTMENT MAY TAKE ACTION TO REMOVE OR CORRECT THE NONCOMPLIANCE, WITH ALL EXPENSES INCURRED TO BE REIMBURSED TO THE COUNTY PLANNING DEPARTMENT BY THE OWNER AND/OR THE RESPONSIBLE PARTY. ANY NONCOMPLIANCE BY AN OWNER'S AGENT, REPRESENTATIVE, BUILDER, CONTRACTOR OR

SUBCONTRACTOR SHALL BE DEEMED A NONCOMPLIANCE BY THE OWNER FOR PURPOSES OF REIMBURSEMENT OF EXPENSES.

4.19 ENFORCEMENT. ENFORCEMENT OF THESE USE RESTRICTIONS AND OTHER PROVISIONS OF THIS DECLARATION SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY USE RESTRICTION EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES, AND THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES AND COSTS IN SUCH PROCEEDINGS.

4.20 PLUMAS COUNTY ENVIRONMENTAL REGULATIONS. REFER TO APPENDIX "2" FOR THE REGULATIONS IMPOSED UPON THIS PROPERTY BY PLUMAS COUNTY.

ARTICLE V

MORTGAGE PROTECTION

6.01 PRIORITY OF MORTGAGE LIEN. NO BREACH OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN CONTAINED SHALL AFFECT, IMPAIR, DEFEAT OR RENDER INVALID THE LIEN OR CHARGE OF ANY FIRST MORTGAGE MADE IN GOOD FAITH AND FOR VALUE ENCUMBERING ANY LOT, BUT ALL OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY OWNER WHOSE TITLE IS DERIVED THROUGH FORECLOSURE OR TRUSTEE'S SALE, OR OTHERWISE, WITH RESPECT TO A LOT.

6.02 CURING DEFAULTS. A MORTGAGEE WHO ACQUIRES TITLE BY JUDICIAL FORECLOSURE, DEED IN LIEU OF FORECLOSURE, OR TRUSTEE'S SALE SHALL NOT BE OBLIGATED TO CURE ANY BREACH OF THE PROVISIONS OF THIS DECLARATION WHICH IS NONCURABLE OR OF A TYPE WHICH IS NOT PRACTICAL OR FEASIBLE TO CURE. THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE, MADE IN GOOD FAITH AS TO WHETHER A BREACH IS NONCURABLE OR NOT FEASIBLE TO CURE SHALL BE FINAL AND BINDING ON ALL MORTGAGEES.

6.03 RESALE. IT IS INTENDED THAT ANY LOAN TO FACILITATE THE RESALE OF ANY LOT AFTER JUDICIAL FORECLOSURE, DEED IN LIEU OF FORECLOSURE OR TRUSTEE'S SALE IS A LOAN MADE IN GOOD FAITH AND FOR VALUE AND ENTITLED TO ALL OF THE RIGHTS AND PROTECTION AFFORDED TO OTHER MORTGAGEES.

6.04 NOTICE TO FIRST MORTGAGEES OF OWNER DEFAULT. ANY FIRST MORTGAGEE SHALL BE ENTITLED TO WRITTEN NOTIFICATION FROM THE

ARCHITECTURAL COMMITTEE OF ANY DEFAULT IN THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS DECLARATION BY THE OWNER WHOSE LOT IS ENCUMBERED BY SUCH MORTGAGEE'S MORTGAGE, WHICH DEFAULT HAS NOT BEEN CURED WITHIN SIXTY (60) DAYS OF A REQUEST THEREFOR BY THE ARCHITECTURAL COMMITTEE; PROVIDED, HOWEVER, THE ARCHITECTURAL COMMITTEE SHALL ONLY BE OBLIGATED TO PROVIDE SUCH NOTICE TO FIRST MORTGAGEES WHO HAVE PREVIOUSLY REQUESTED SUCH NOTICE IN WRITING.

6.05 CONFLICTS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE AND ANY OF THE OTHER PROVISIONS OF THIS DECLARATION, THE PROVISIONS OF THIS ARTICLE SHALL CONTROL.

ARTICLE VI

GENERAL PROVISIONS

7.01 TERM. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN UNTIL DECEMBER 31, 2015, UNLESS AMENDED AS HEREIN PROVIDED. AFTER DECEMBER 31, 2015, SUCH COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AMENDED OR EXTINGUISHED BY A WRITTEN INSTRUMENT EXECUTED BY AT LEAST SEVENTY-FIVE PERCENT (75%) OF THE OWNERS OF LOTS IN THE PROJECT AND SUCH WRITTEN INSTRUMENT IS RECORDED WITH THE PLUMAS COUNTY RECORDER.

7.02 AMENDMENT. THIS DECLARATION MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS. ANY AMENDMENT MUST BE PROPERLY RECORDED. ANY AMENDMENT WHICH AFFECTS ANY PROVISION WHICH IMPLEMENT MITIGATION MEASURES AS SET FORTH IN NEGATIVE DECLARATION NO. 378 MUST HAVE PRIOR APPROVAL OF THE PLANNING DIRECTOR.

7.03 NOTICES. ANY NOTICE PERMITTED OR REQUIRED TO BE DELIVERED AS PROVIDED HEREIN SHALL BE IN WRITING AND MAY BE DELIVERED EITHER PERSONALLY OR BY MAIL. IF DELIVERY IS MADE BY MAIL, IT SHALL HAVE BEEN DEEMED TO HAVE BEEN DELIVERED SEVENTY-TWO (72) HOURS AFTER THE SAME HAS BEEN DEPOSITED IN THE UNITED STATES MAIL WITH POSTAGE THEREON FULLY PREPAID AND ADDRESSED TO ANY PERSON AT THE ADDRESS GIVEN BY SUCH NOTICE, OR TO THE RESIDENCE OF SUCH PERSON IF NO ADDRESS HAS BEEN GIVEN TO THE DECLARANT. SUCH ADDRESS MAY BE CHANGED FROM TIME TO TIME BY NOTICE IN WRITING TO THE DECLARANT.

7.04 INTERPRETATION. THE PROVISIONS OF THIS DECLARATION SHALL BE LIBERALLY CONSTRUED TO EFFECTUATE THEIR PURPOSE OF CREATING A UNIFORM PLAN FOR THE DEVELOPMENT AND OPERATION OF VALLEY RANCH ESTATES. THIS DECLARATION SHALL BE CONSTRUED AND GOVERNED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

7.05 ENFORCEMENT AND NONWAIVER.

(A) RIGHT OF ENFORCEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY OWNER OF ANY LOT SHALL HAVE THE RIGHT TO ENFORCE ANY OR ALL OF THE PROVISIONS OF THIS DECLARATION UPON ANY PROPERTY WITHIN THE PROJECT AND THE OWNERS THEREOF.

(B) VIOLATIONS AND NUISANCE. EVERY ACT OR OMISSION WHEREBY ANY PROVISION OF THIS DECLARATION IS VIOLATED IN WHOLE OR IN PART IS HEREBY DECLARED TO BE A NUISANCE AND MAY BE ENJOINED OR ABATED, WHETHER OR NOT THE RELIEF SOUGHT IS FOR NEGATIVE OR AFFIRMATIVE ACTION BY DECLARANT OR THE ARCHITECTURAL COMMITTEE OR ANY OWNERS OF LOTS. HOWEVER, ANY OTHER PROVISIONS TO THE CONTRARY NOTWITHSTANDING, ONLY DECLARANT, THE ARCHITECTURAL COMMITTEE, OR THE DULY AUTHORIZED AGENTS OF ANY OF THEM MAY ENFORCE, BY SELF-HELP, ANY OF THE PROVISIONS OF THIS DECLARATION, AND ONLY IF SUCH SELF-HELP IS PRECEDED BY REASONABLE NOTICE TO THE OWNER INVOLVED.

(C) VIOLATION OF LAW. ANY VIOLATION OF ANY STATE, MUNICIPAL OR LOCAL LAW, ORDINANCE OR REGULATION PERTAINING TO THE OWNERSHIP, OCCUPATION OR USE OF ANY PROPERTY WITHIN THE PROJECT IS HEREBY DECLARED TO BE A VIOLATION OF THIS DECLARATION AND SUBJECT TO ANY OR ALL OF THE ENFORCEMENT PROCEDURES SET FORTH IN THIS DECLARATION.

(D) CAPTIONS. ALL CAPTIONS AND TITLES USED IN THIS DECLARATION ARE INTENDED SOLELY FOR CONVENIENCE OR REFERENCE AND SHALL NOT AFFECT THAT WHICH IS SET FORTH IN ANY OF THE PROVISIONS HEREOF.

(E) NO RIGHTS GIVEN TO THE PUBLIC. NOTHING CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO BE A GIFT OR DEDICATION OF ANY PORTION OF THE PROJECT TO THE GENERAL PUBLIC OR FOR ANY PUBLIC USE OR PURPOSE.

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS 1ST DAY OF JUNE, 2011, AT QUINCY, CALIFORNIA

See attached California

Notary Acknowledgement

VALLEY RANCH HOMEOWNERS ASSOCIATION,
A NON-PROFIT CORPORATION

BY: *M. Andrew Johnston, President*
February 10, 2012

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Plumas

On Feb. 10, 2012 before me, Candice B. Maclean, AN Notary Public
(Here insert name and title of the officer)

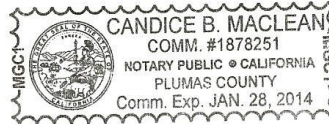
personally appeared M. Andrew Johnston

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Candice B Maclean
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

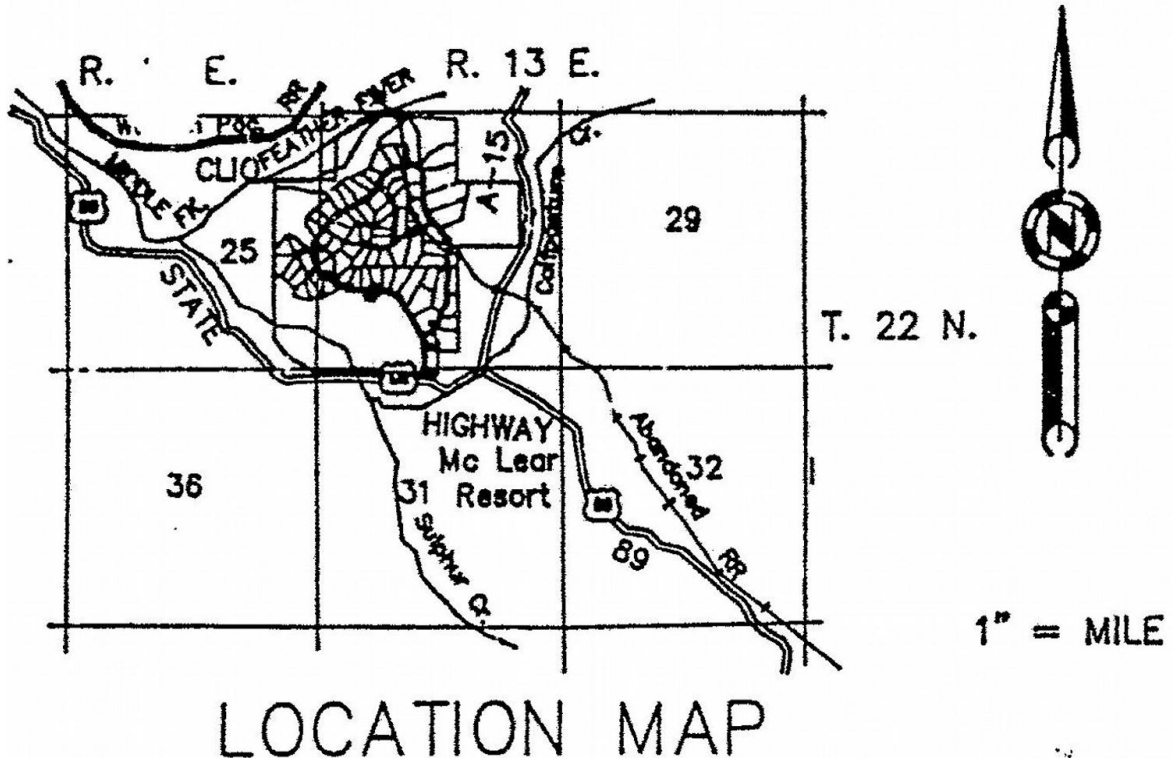
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

| |
|---|
| <p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Valley Ranch Estates Dec.</u> <small>(Title or description of attached document)</small></p> <p><u>of CC & R's</u> <small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p>_____ <small>(Additional information)</small></p> |
|---|

| |
|---|
| <p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____ <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p> |
|---|

EXHIBIT "A"

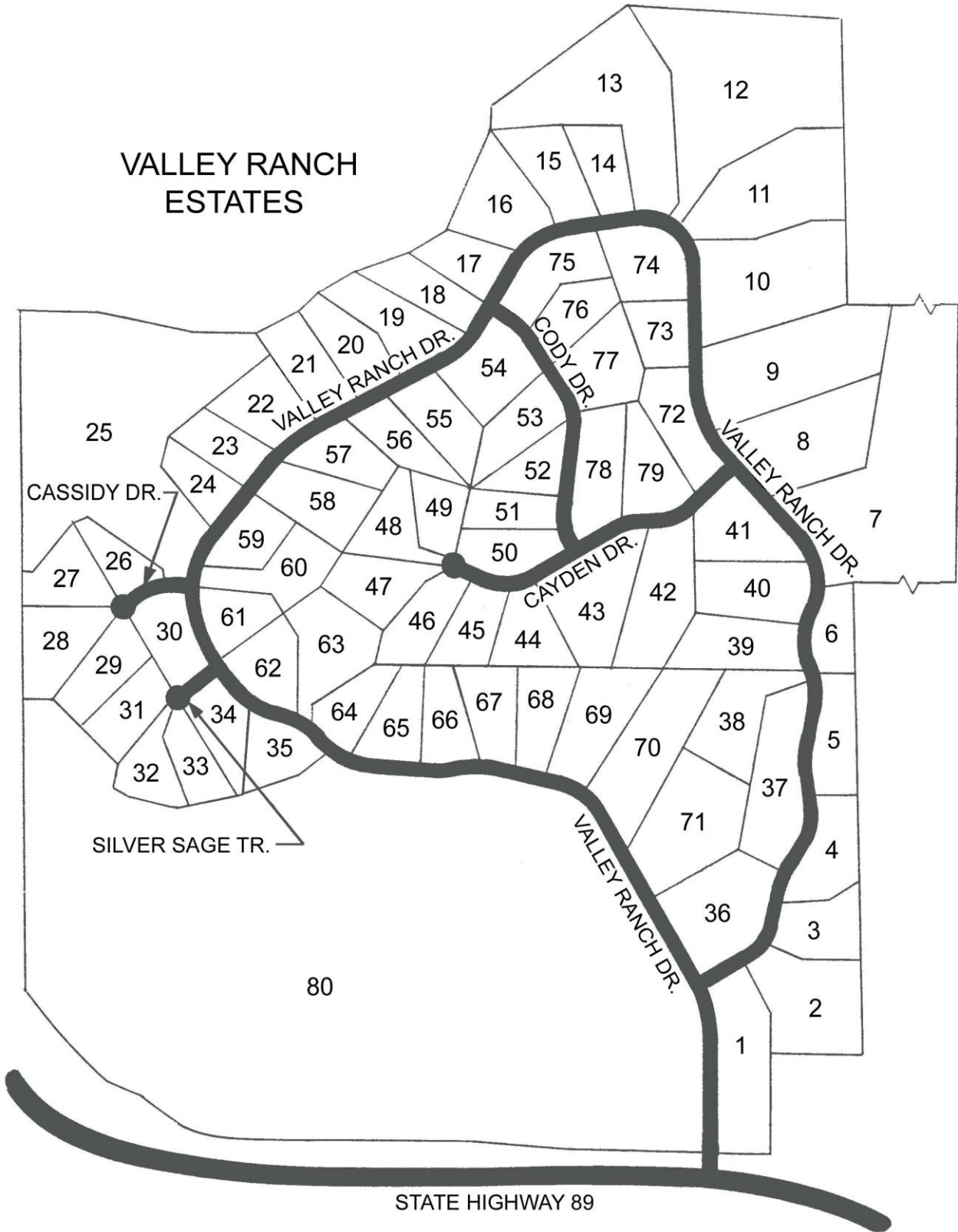
MAP AND DESCRIPTION OF VALLEY RANCH ESTATES



Valley Ranch Estates

Plumas County, California

VALLEY RANCH ESTATES



APPENDIX "1"

REVEGETATION PLAN

REVEGETATION – SEED AND MULCH ROADWAY SLOPES AND DISTURBED AREAS
DUE TO ROAD CONSTRUCTION WITH A SEED MIXTURE AS SHOWN BELOW:

| <u>SEED</u> | <u># / ACRE</u> |
|----------------------------|-----------------|
| LUNA PUBESCENT WHEAT GRASS | 25# |
| DURAR HARD FESCUE | 10# |
| WHITE DUTCH CLOVER | 10# |
| | |
| FIBER | 500# |
| COMMERCIAL FERTILIZER | 400# |
| STABILIZING EMULSION | 500# SOLIDS |

APPENDIX "2"

PLUMAS COUNTY ENVIRONMENTAL REGULATIONS

FOR VALLEY RANCH ESTATES

CONDITIONS:

The following conditions apply to the tentative map and the planned development permit:

1. Road Design and Construction: Road design and construction shall incorporate the following features:
 - a. Road layout shall minimize the traversing of slopes greater than 15%.
 - b. All slopes less than 4' in height shall be graded 3:1 or flatter (wherever possible) and revegetated or otherwise stabilized.
 - c. All slopes greater than 3:1 shall be revegetated or the surface otherwise stabilized, unless the cutface is dense clayey material or rock.
 - d. All fill slopes shall be 3:1 or flatter, track or sheepsfoot rolled on completion, to result in a tight, dimpled surface, and be revegetated.
 - e. All road construction shall be undertaken between the first of May and the end of October to minimize erosion due to rain.
2. Drainage Facilities: Construction shall include the following features:
 - a. Culvert outlets shall be located on natural soil (no fill), or the channel inverts shall be rock-lined.
 - b. Stilling basins shall be placed at entrance to all watercourse culverts where existing evidence indicates either significant up-stream scouring or heavy silt deposits downstream, or both.
 - c. Roadside ditches and relocated watercourses where longitudinal slopes exceed 6% shall have invert rock-lined or rock checks placed in the ditch at 50 foot intervals.
3. Building Sites: Design and construction shall include the following features:
 - a. No excavation (cut or fill) on slopes exceeding 20% shall be allowed for the creation of a building pad. The term building pad shall mean the leveling of an area created by grading cut or cut and fill methods upon which building

construction shall be placed and shall not be interpreted to preclude landscape terracing by use of retaining walls.

- b. Excavation on slopes between 20 to 30 percent shall be limited to footings, basement or lower floor retaining walls, well development, sewage disposal systems, utility trenching, landscape terracing (as defined in 3a), and driveways (see item 4 for driveway features).
 - c. Interceptor ditches shall be constructed at the base of all cut slopes (upper side of building pad).
 - d. All cut slopes shall be graded 3:1 or flatter, where possible, or otherwise stabilized unless the cut face is dense clayey material or rock. All fill slopes shall be 3:1 or flatter, track or sheepsfoot rolled on completion to result in a tight, dimpled surface. All cut and fill slopes shall be revegetated or otherwise stabilized.
 - e. All building site or lot grading work underway during rainy weather shall control erosion by use of plastic sheeting, straw, or by other appropriate methods.
4. Driveways: Design and construction shall include the following features:
- a. Driveways shall not traverse slopes greater than 15%, except where this would be preclusive of driveway construction, and shall not traverse slopes greater than 25%.
 - b. Driveways shall not exceed 15% grade and shall be surfaced with imported rock base, well compacted.
 - c. All cut and fill slope features shall be the same as for roads.
 - 1) All slopes less than 4' in height shall be graded 3:1 or flatter wherever possible) and revegetated or otherwise stabilized.
 - 2) All slopes greater than 3:1 shall be revegetated or the surface otherwise stabilized, unless the cutface is dense clayey material or rock.
 - 3) All fill slopes shall be 3:1 or flatter, track or sheepsfoot rolled on completion, to result in a tight, dimpled surface, and be revegetated.
5. Determinations and Implementations: When decisions are required they shall be made as set forth below. Implementation or erosion control measures shall be as set forth below.
- a. Where possibilities need be determined, they shall be determined by the County Engineer.
 - b. Where other methods of stabilization are used, they shall be approved and executed satisfactory to the County Engineer.

- c. Determination of the presence of dense clayey material or rock shall be made by the County Engineer.
 - d. Indication of significant up-stream scouring and heavy silt deposits down-stream shall be determined by the County Engineer.
 - e. Driveways shall be constructed to the standards in Section 9-4.606 except those of subsection (d).
 - f. A revegetation plan shall be submitted to the Planning Department for review and approval. The plan shall be approved by the Planning Department before any improvements, including clearing and grubbing, are made. Revegetation shall be done in conformance with the approved Revegetation Plan.
 - g. Driveway plans shall be submitted with building permit applications. Driveways shall be completed before final inspection.
 - h. Erosion control for fixed works shall correspond with this plan, but shall be stamped and signed by a professional engineer and shall be approved by the County Engineer. Correspondence shall be determined by the County Engineer and the Planning Department.
6. Additional Information Map/Documents: An Additional Information Map and/or Document shall be recorded for each unit and phase, subject to Planning Department approval, which shall:
- a. Require all improvement plans and plot plans to show slopes of 15% and greater, 20% and greater, 25% and greater, and 30% and greater.
 - b. Note that no excavation (cut or fill) on slopes exceeding 20% shall be allowed for the creation of a building pad.
 - c. Note that excavation on slopes between 20 to 30 percent shall be limited to footings, basement or lower floor retaining walls, well development, sewage disposal systems, utility trenching, and driveways (see item 4 for driveway features).
 - d. Note that interceptor ditches shall be constructed at the base of all cut slopes (upper side of building pad).
 - e. Note that all cut slopes shall be graded 3:1 or flatter, where possible, or otherwise stabilized unless the cut face is dense clayey material or rock. All fill slopes shall be 3:1 or flatter, track or sheepsfoot rolled on completion to result in a tight, dimpled surface. All cut and fill slopes shall be revegetated or otherwise stabilized.

- f. Note that all building site or lot grading work underway during rainy weather shall control erosion by use of plastic sheeting, straw, or by other appropriate methods.
- g. Note that driveways shall not traverse slopes greater than 15%, except where this would be preclusive of driveway construction, and shall not traverse slopes greater than 25%.
- h. Note that driveways shall not exceed 15% grade and shall be surfaced with imported rock base, constructed to the standards in Section 9-4.606 except those of subsection (d), and as provided in Section 8-11.03 of the Plumas County Code.
- i. Note that all slopes, resulting from driveway construction, less than 4' in height shall be graded 3:1 or flatter (wherever possible) and revegetated or otherwise stabilized.
- j. Note that all slopes, resulting from driveway construction, greater than 3:1 shall be revegetated or the surface otherwise stabilized, unless the cutface is dense clayey material or rock.
- k. Note that all fill slopes shall be 3:1 or flatter, track or sheepsfoot rolled on completion, to result in a tight, dimpled surface, and be revegetated.
- l. Note that where possibilities need be determined, they shall be determined by the County Engineer.
- m. Note that where other methods of stabilization are used, they shall be approved and executed satisfactory to the County Engineer.
- n. Note that determination of the presence of dense clayey material or rock shall be made by the County Engineer.
- o. Note that revegetation shall be done in conformance with the approved revegetation plan.
- p. Note that driveway plans shall be submitted with building permit applications. Driveways shall be completed before final inspection.
- q. Note that erosion control for fixed works shall correspond with the erosion control plan, but shall be stamped and signed by a professional engineer and shall be approved by the County Engineer. Correspondence shall be determined by the County Engineer and the Planning Department.
- r. Note that "Lots 4, 5, 37, 47, 48, 49, 70, 72 and 79 require special design shallow leach fields which shall be approved by the Department of Environmental Health."

- s. Show all designated well sites and leachfield areas in a manner which satisfies the Department of Environmental Health.
- t. Show the Deer Movement Corridor as shown on the map in the Valley Ranch Estates (TSM/PD 11-89/90-06) file labeled “Deer Movement Corridor”, dated January 25, 1990.
- u. Note that a building envelope of 15,000 square feet shall be established for lots 7, 9, 10, 11, 12, 25 and 80, with all other lots building envelope to be 12,272 sq. ft.
- v. Note that building envelopes shall not encroach into the Deer Movement Corridor shown on the Additional Information Map.
- w. Note that building envelopes shall be located at the time of application for the first building permit for an above ground structure, and that the location shall be acceptable to the Planning Department for all mitigation and zoning requirements.
- x. Note that all building improvements for dwelling units (main residences) shall be within building envelopes.
- y. Note that the unimproved area of building envelopes shall be the transition area and shall maintain natural vegetation in accordance with Public Resources Code Section 4291 and the compatible plant list discussed below, and that the introduction of vegetation not indigenous to the area shall be prohibited in the transition area.
- z. Note that Small Animal Husbandry, as defined in Title 9 of the Plumas County Code, shall not be permitted except on Lot 80.
- aa. Note that Large Animal Husbandry, as defined in Title 9 of the Plumas County Code, shall be permitted on lots 1, 7, 8, 9, 10, 11, 12, 13 and 25; but shall be limited to no more than two horses with their young (one year old or less); except on Lot 25, which shall be limited to horses and cattle to the number permitted by Section 9-2.209 of the Plumas County Code.
- ab. Note that livestock shall be permitted on Lot 80 as permitted by the zoning.
- ac. Note that fencing shall not be permitted within the deer movement corridors.
- ad. Note that fencing on lots 4, 5, 7 through 11, 36 through 43, and 68 through 79 shall be of no more than 4 rails or strands of wire, with the lowest 18 inches above the ground level, and that the top strand or rail shall be no more than 48 inches above ground level.
- ae. Note that fencing outside of the building envelopes and the deer movement corridors shall only be permitted as above and as follows:

- 1) Lot #80 – Full perimeter pasture and cross fencing shall be permitted. Permitted type of fencing shall be a 4 wire, or 3 wire and a top wood rail with the top wire or rail not to exceed 48 inches in height and the bottom wire not less than 18 inches from the ground. Wood rail or metal corral fencing shall be permitted in an area not to exceed 50,000 square feet.
 - 2) Lot #25 – Perimeter pasture, cross fencing and corral fencing shall be permitted except in the area which lies within 300 feet of the roadway frontage. Permitted type of fencing shall be the same as for Lot 80.
 - 3) Lots #1, 12 and 13 – Pasture fencing, not to exceed 2 acres, shall be permitted in the grassy areas of the lots. Corral fencing shall be limited to an area not to exceed 10,000 square feet and a setback a minimum of 100 feet from the roadway frontage. Permitted fencing would be the same as for Lot 80.
 - 4) Lots #7, 8, 9, 10 and 11 – Corral or paddock fencing shall only be permitted and in an area not to exceed 5,000 square feet and setback a minimum of 100 feet from the roadway frontage.
- af. Note that lot clearing outside of envelopes shall be limited to removal required by the California Department of Forestry and Fire Protection to comply with fire protection standards; removal of diseased and dead vegetation; removal for permitted lot improvements; and that selective thinning of trees to provide view corridors may be permitted subject to review of the Design Review Committee.
- ag. Note that all planting in transition areas and outside of building envelopes shall be consistent with the natural vegetation and be approved by the Planning Department.
- ah. Show the Flood Hazard Area for the Middle Fork, where located by the engineered analysis.

7. Waste Disposal

- a. Designated well or leach areas shall be adjusted to maintain a minimum 100' separation on lot 5; likewise for designated leach area on lot 50, and designated well sites on lots 44 and 45. The designated leach area on lot 41 shall be increased to a minimum usable area in excess of 12,500 square feet as shown on the tentative map. All in a manner which satisfies the Department of Environmental Health.
- b. Unless it is shown that lot 80 has a minimum usable area by means acceptable to the Department of Environmental Health, lot 80 shall become part of a lot that has demonstrated sewage disposal capability, which combination shall be in a manner satisfactory to Environmental Health, the County Engineer and the Planning Department.

- c. Minimum usable area for sewage disposal shall be demonstrated for all lots of each phase and unit before approval, in a manner which satisfies the Department of Environmental Health. The only exception shall be that in Condition 7.b.

8. Dogs

Dogs shall be confined to building envelopes unless on a leash or under the direct control of the owner. Enforcement shall be by an animal control service acceptable to the Planning Director and paid for through the Homeowners Association; or by the County through amendment to Section 6-1.214 of the Plumas County Code to add to those restricted areas Valley Ranch Estates.

9. Landscaping

All planting in transition areas and outside of building envelopes shall be consistent with the natural vegetation. The Planning Department shall determine consistency.

10. Roads

- a. The remainder shall be served by at least a Class 9 road.
- b. Valley Ranch Drive from the intersection with Highway 89 to the next intersection shall be improved to the functional equivalent of two Class 9 or better roads. The proposed Tentative Map design provides the required functional equivalence.

11. Monitoring

- a. A copy of the CC&Rs shall be submitted for review and approval by the Planning Department before recordation of any final map. The Planning Department review shall be limited to mitigation measure provisions.
- b. The CC&R's shall include provisions for implementation of required mitigations and monitoring as set forth in Negative Declaration #378.
- c. The CC&R's shall include provisions which grant authority to the Planning Department to correct instances of noncompliance and reimbursement of costs incurred in monitoring and correction. The Planning Department shall have the authority to require corrective action by the responsible party within a reasonable time as determined by the Planning Department. If action is not taken by the responsible party, the Planning Department shall have authority to undertake corrective action.

- d. The CC&R's will include a provision prohibiting amendment of any provision which implements mitigations, except with the approval of the Planning Director.
 - e. A Design Review Committee shall be established.
 - f. The construction of fences, and planting in transition areas and Deer Movement Corridors, shall be subject to review and approval by the Design Review Committee and the Planning Department. The Planning Department's review shall be limited to mitigation measures.
 - g. The Planning Department will inspect the development at least yearly to ensure compliance with all mitigation measures.
12. The lots shall be numbered as shown on the development plan.
13. The Planned Development Permit shall be recorded concurrently with the first Final Map.
14. Administration of Conditions: Conditions shall be met when set forth above and as follows:
- a. Conditions 1, 2, 6, 7, and 11 shall be met for each phase and unit before the final map is recorded.
 - b. Conditions 3 and 4 shall be administered at the time of building permit.
 - c. Condition 10a shall be met for each remainder. Condition 10b shall be met before recording of the first final map.
15. This project shall be developed in two to four phases and shall be completed within four years of approval.
16. The Planned Development Permit shall be signed and returned within forty (40) days from the date of approval.