

**DECLARATION OF RESTRICTIONS
FOR
WOODRIDGE LAKE ESTATES SUBDIVISION**

Updated 2017

County of Shasta, State of California. Declaration of Limitations, Restrictions and Covenants affecting Lots 1 through 81 of Woodridge Lake Subdivision, Tract 1532, as per map recorded in Volume 16 of Maps at Page 9 on August 15, 1979, Official Records of Shasta County and Chateau Drive Lots 1 through 4, Assessor's Parcel Number 703-020-17.

THE OWNERS OF WOODRIDGE LAKE ESTATES LOT'S HEREBY CERTIFY:

- 1) That they constitute at least fifty (50%) of said owners of Woodridge Lake Estates Subdivision Lots and that:

- 2) By ballot votes on June 17, 2008 of said Owners, the Declaration of Restriction as Recorded August 30th, 1979 in Book 1656 at Page 178, Shasta County Official Records, and Certification of Amendment, recorded May 1, 1986 in Book 2224, Page 504, Shasta County Official Records, and Certificate of Amendment, recorded December 12, 1989 in Book 2547, Page 145, Shasta County Official Records, and Certificate of Amendment, recorded November 4, 1994, in Book 3224, Page 457, Shasta County Official Records, and Certificate of Amendment, recorded February 1, 2001, Document ID: 2001-0004006, Shasta County Official Records, and Certificate of Amendment, recorded October 12, 2004, Document ID: 2004-0058491, Shasta County Official Records, were amended and adopted by vote of said Owners. The order of certain paragraphs was changed, a paragraph was deleted, other paragraphs were added and many paragraphs were altered or modified. The Declaration of Restrictions and current and previous amendments are consolidated in a document that was recorded on July 28, 2008 as Document ID: 2008-0026036.

- 3) By a ballot vote on March 1, 2014, September 12, 2015 and March 5, 2016 of said Owners, the Declaration of Restrictions as recorded July 29, 2008, Document ID: 2008-0026036, Shasta County Official Records, were amended by vote of said Owners. These amendments were recorded on September 21, 2016 as Document ID: 2016-0027886.

- 3) By a mail-in ballot vote in June, 2017 of said Owners, the Declaration of Restrictions as recorded July 29, 2008 Document ID: 2008-0026036 and September 21, 2016, Document ID: 2016-027886 Shasta County Official Records, were amended by vote of said Owners. These amendments were recorded on December 28, 2017 as Document ID: 2017-0039460.

- 4) The following Declaration of Restrictions is a compilation of Documents ID: 2008-0026036, ID: 2016-0027886 and ID: 2017-0039460.

1. LAND USE:

No buildings other than one detached single family private residence, a private garage for use of the occupant's of such residence and other usual and appropriate outbuildings, strictly incident and appurtenant to a private residence, shall be erected or maintained on any lot or plot in this subdivision, and no use whatsoever, except in connection with its use and improvement as the site and grounds of a private residence shall be made of any lot or plot in this subdivision.

The term "private residence" is intended to exclude every form of multifamily dwelling, boarding or lodging house, sanitarium, hospital, and like, but is not intended to exclude a proper "guest house" for the entertainment of social guest nor servants quarters for servants or other employees employed upon the premises.

The term "use as a private residence" is intended to exclude every form of public use,

business, commercial, manufacturing, or storage enterprises and/or other natural resources.

2. WOODRIDGE LAKE PROPERTY OWNER'S ASSOCIATION AND LAND USE:

All lot owners of Woodridge Lake Subdivision, Tract 1532 and all owners of Chateau Drive lake front lots, shall be members of the Woodridge Lake Property Owner's Association, Inc., in good standing. Association members and their guests shall have the right to use the lake for recreational purposes at their own risk, such as boating and fishing. No motor boats shall be allowed on the lake except those powered by electric trolling motors. Boating, fishing and swimming allowed at your own risk.

3. DWELLING CONSTRUCTION:

All dwellings, excluding guest houses, constructed on said land shall be a minimum of 1650 square feet in area. A garage must be constructed at the time of residential construction to provide vehicular storage area. Computation of dwelling square footage shall exclude areas of open porches and garages. All dwellings shall be constructed entirely of new materials, except those materials that are traditionally used, such as used brick, etc., and no building shall be moved onto said land from another location. The coloring matter applied to the exterior and roofs of buildings and outbuildings shall be earth-tone colors or natural as approved by the Design Subcommittee. Roofs of dwellings, garages, and out-buildings shall be clay tile, concrete roof tile, lightweight concrete tile, oven-bonded painted galvanized steel, or Class A architectural grade asphalt shingles provided a minimum 1/2-inch thick gypsum glass fiber underlayment or equal is installed over the sub-sheeting. All roof coverings shall be approved by the Design Subcommittee.

Any dwelling, garage, or out-building construction that is commenced on a lot shall be diligently prosecuted to completion within one year after commencement.

4. DWELLING LOCATION:

With the exception of the Chateau Drive lots, dwellings, garages and outbuildings shall be placed not closer than thirty (30) feet from the side lot lines; and not closer than forty (40) feet to the front lot lines; and not closer than two hundred (200) feet to the rear lot lines on the lake front lots and not closer than one hundred (100) feet to the rear lot lines on all other non-lake front lots. Chateau Drive dwellings or structures shall be placed not closer than thirty (30) feet from the front and side lot lines and road easements and one hundred (100) feet from the lake edge (water elevation 3459 feet.)

5. STRUCTURAL CONTROL:

No dwelling, garage, or outbuilding shall be commenced, placed or erected on any lot until the design, location and materials have been approved in writing by the Design Subcommittee. In the event said Subcommittee or representative designated by it to act in such cases, fails to approve or disapprove plans and specifications submitted for approval within twenty (20) days after having been so submitted, such plans and specifications shall be deemed to have been approved provided that the proposed construction otherwise complies with the provisions elsewhere contained in the declaration. Two sets of plans shall be submitted either in person or by certified mail. When approved, one set of plans and specifications shall be so stamped, dated and signed by three members of the Design Subcommittee and returned to the lot owner. One set of approved plans and specifications shall be retained by the Design Subcommittee.

6. AMENDMENTS:

Authority to so amend this declaration is hereby reserved to declarant and to its successor in interest as owner of the lots in the subdivision equal in number to fifty percent (50%) or more, of such lots.

7. DIRECTORS:

The Water Company Committee and the Property Owners Committee shall be designated as the Woodridge Mutual Water & Property Owners Board of Directors. The Board of Directors will be elected annually by the members of Woodridge Lake Property Owners Association, Inc. The Directors must be elected by a vote of fifty percent (50%), or more of the owners of record, or their proxies, of the lots in the subdivision.

8. DESIGN SUBCOMMITTEE:

The Design Subcommittee will be comprised of two (2) Board of Director members and three (3) subdivision homeowners, other than members of the Board of Directors. At least three (3) members of the Design Subcommittee must approve the submitted plans and specifications.

9. OCCUPANCY:

Motorhomes, or other RV vehicles shall not be used for permanent residential occupancy on any lot. Motorhomes or other RV vehicles shall be stored out of sight from County roads in the subdivision. No other type of structure such as a tent, basement, shack or garage shall be used as a temporary or permanent dwelling within the subdivision.

A camp trailer, travel trailer, 5th wheel or motorhome may be used for temporary occupancy under the following conditions:

- a) During initial residence construction not to exceed one (1) year.
- b) Any camp trailer, travel trailer, 5th wheel or motorhome, if used for a temporary residence for more than five (5) calendar days must be connected to a County approved septic system.
- c) Temporary living quarters shall not become a permanent structure for either living purposes or storage. A permanent structure is defined as any temporary living structure, which is on blocks, foundations or otherwise immovable.
- d) No mobile, modular or prefab homes shall be placed on the property for any reason.

10. ANIMALS AND POULTRY:

No animals, including poultry, shall be kept or maintained on any lot except that two (2) dogs and two (2) cats will be allowed per lot, and two (2) horses will be allowed on those lots South and East of Woodridge Drive (Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70).

Horses are not permitted on roads in the subdivision. All premises must be kept in such a manner so as not to create obnoxious odors, unreasonable noise or any unsanitary condition. It is especially important to keep horse barns and corrals clean to minimize odors and to prevent the breeding and spread of flies and mosquitoes to other lots in the subdivision. All horses must have horse barns for shelter and a fenced area outside of the wildlife corridor. Horse barns and corral fences shall be located a minimum of 75 feet from back and side lot lines and 150 feet from front lot lines.

No animal shall be allowed to unreasonably annoy residents, to endanger the health of another animal or persons, or to substantially interfere with the quiet enjoyment of others. Animal owners shall be deemed in violation of this provision if their animals consistently or constantly make excessive noise, cause damage to or destruction to another's property, or exhibit tendencies that reasonably suggest they constitute an actual danger to other people or animals. **Please call Shasta County Animal Control at (530) 245-6065 before submitting a CC&R Violation Report Form to the Board of Directors. Shasta County is committed to enforcing ordinances that apply to the above.**

This provision is not intended or suited to address emergency or imminent-danger situations. In the event an animal within Woodridge Estates appears to constitute an imminent

threat to persons, animals or property, the person observing such threatening animal should immediately report the animal to the proper authorities by calling 911 or Animal Control at (530) 245-6065."

11. TRASH AND REFUSE:

No trash, garbage or other refuse such as stripped down, partially wrecked, or junk motor vehicles or sizable parts thereof shall be dumped or stored on any parcel. If such materials are not removed, the Design Subcommittee reserves the right to enter upon such property, remove it and charge the parcel owner for the actual cost for services performed.

12. EASEMENTS:

Easements are reserved as shown on the recorded plats.

13. TREES AND NATURAL VEGETATION:

Trees and natural vegetation on property shall be removed only to provide space for buildings, outdoor living improvements and fire protection or to prevent wind and storm damage. With the exception of the Chateau Drive lots, only after building plans for the subject property have been approved by the Design Subcommittee and have been submitted to the County Planning Department and approved by them can tree removal for site preparation begin. Plans for road and site development of the Chateau Drive lots however, will be submitted to the Design Subcommittee by the Developer for approval prior to construction. With the exception of the tree removal by the Developer required for the construction work at the Chateau Drive roads and lots there is to be no commercial logging and commercial wood cutting permitted. Any living trees cut or removed prior to plans being approved by the Design Subcommittee and by the County of Shasta, with the exceptions described above, will be fined \$1,000.00 per tree and associated attorney fees.

14. SIGNS:

No sign of any kind shall be displayed to the public view on any lot with the following exceptions:

- (a) A single sign of identification of three (3) square feet in maximum size.
- (b) A single sign offering the lot or residence for sale or rent of reasonable and normal size.
- (c) Protection or surveillance signs of reasonable and normal size and number.
- (d) Signs required for regulation of common areas as installed or approved by the Board of Directors.

15. NUISANCES:

No portion of any subdivision lot shall be used for the storage of any material which would cause said property to appear disorderly or unsanitary, or which would be unattractive in appearance, nor shall substance or material be kept or maintained upon any such lot which permits foul or noxious odors or that could constitute an annoyance or nuisance to, or disturb the peace, comfort or serenity of the occupants of surrounding property. No noxious or offensive trade, business or other activity shall be conducted upon any such property. The Design Subcommittee is hereby vested with authority to determine all questions concerning the limitations and conduct prescribed by this paragraph.

16. EQUIPMENT AND TRUCKS:

No portion of any subdivision lot shall be used for the storage or parking of equipment and trucks except during the clearing of the site or construction of the residence and outbuildings.

17. FENCES:

Fences are permitted along the lot lines. Fences within thirty (30) feet of front lot lines shall be

open wood construction only. A sketch of the fence and location must be submitted and approved by the Design Subcommittee. Fences are not permitted in wildlife corridors and firebreak easements.

18. REPAIRS:

No building or outbuildings, which have been partially or totally destroyed by fire, earthquake or other cause, shall be allowed to remain in such a state for more than four (4) months from the time of such destruction.

19. BOAT DOCK:

The boat dock in the vicinity of the dam shall be used by boaters so as to minimize habitat and wildlife disturbance around the lake in accordance with the Conditions adopted by the Shasta County Planning Commission.

20. WILDLIFE CORRIDORS:

Wildlife corridors shall be provided within the project by protecting a strip of habitat along the rear portions of certain adjoining lots as described below. No vegetative disturbance or building, except to provide fire safety, habitat enhancement or forest management, should be allowed within these corridors. No horses or horse activities are allowed in the Wildlife corridors. Applicable corridor widths for specific lots are as follows:

- (a) Lots 39 and 41, 38 and 42 and 38 and 43: 100 feet in total width.
- (b) Lots 51 and 52, 50 and 53, 49 and 54, 49 and 55, 48 and 55, 48 and 56, 47 and 57, 47 and 58 and 46 and 58: 75 feet in total width.
- (c) Lots 64 and 60 and 63 and 60: 50 feet in total width.
- (d) Lots 8 and 11, 7 and 11, 9 and 11, 10 and 11, 7 and 12, 7 and 13, 6 and 13, and 6 and 14: 100 feet in total width.

21. FIREBREAK EASEMENTS:

No structures shall be built within the 100-foot firebreak easements. The placement of buildings on lots shall allow for a thirty (30) foot minimum clearance from hazardous, flammable vegetation as required by Shasta County Fire Safety Standards and the local CALFIRE Station.

22. BREACH OF RESTRICTIONS:

Breach of any of said Restrictions, Covenants, Protective Conditions or Agreements of any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for the value as to said parcel or parcels as to which such breach occurs, provided, however, that all of such Restrictions, Covenants, Protective Conditions and Agreements contained herein shall be binding and effective against any other of said parcels whose title is acquired by foreclosure, trustees sale or otherwise.

If parties thereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them for so doing or to recover damages and other dues for such violation.

23. LEGALITY OF RESTRICTIONS:

If any of the restrictions, covenants, or conditions of this agreement shall be declared illegal or unenforceable, then the other restrictions, covenants and conditions shall NOT be affected and shall have full force and effect.

24. GENERAL:

The foregoing restrictions and covenants run with the land and shall be binding on all persons

owing or residing and subsequent owner's for a period of twenty (20) years after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by the majority of the then owner's of the parcels subject thereto has been recorded, agreeing to change said time period. These restrictions may be amended at any time by written consent of a majority of the then owner's of said parcels, except that Paragraph 1 of these restrictions may not be amended to permit more than one single family dwelling on any lot. None of the lots or parcels in this subdivision once sold by Subdivider can be thereafter subdivided, divided, or reduced by Grantee into smaller lots or parcels.

25. COMMON AREA:

The lake, adjacent picnic area, top and lakeside area of main dam and saddle dam, and boat dock are considered a common area providing scenic and recreational access for the common use of the owners and their guests.

In addition, Gail E. Truett, W.C. Gover, John Leininger, R. D. Gover, Jean P. Drake, Loren J. Sargent, Charles F. Hackler, Stanley W. Sutter, Richard E. Garner, Oren D. Ray, Bill D. Sutter Jr., William R. Rais and Ralph C. Struthers shall each be entitled to one private boat upon the lake and Bill D. Sutter Jr., shall be entitled to an additional seven (7) boats for use upon the lake, which entitlement shall be assignable to their successors in interest. The said entitlements shall not require membership in the Woodridge Lake Property Owner's Association, Inc. in any form or manner.

26. DISCIPLINARY ACTION:

A subdivision owner or homeowner should report a perceived violation of the CC&Rs to the Property Owners Committee in writing on forms available from the Property Owners Committee. The reported violation will be investigated by the Design Subcommittee and appropriate action taken. If the investigation shows that a violation has occurred the Design Subcommittee will notify the violator by mail. In the event an Owner fails to perform the work necessary to correct the violation within 10 days after notification by the Committee, the Property Owners Committee will have the right to correct the violation. The Committee, if it is required, reserves the right to enter upon such property to correct the violation and charge the parcel owner for the actual cost for services performed.

27. DUE PROCESS:

When violations of the Woodridge Estate's lot owners approved CC&Rs are observed or reported, the following procedure will be enacted:

- 1) A phone call or personal visit from a board member will occur. This will be a respectful courteous interaction. The board member will help the lot owner understand the violation by bringing a copy of the approved rule that the lot owner agreed to by being a member of Woodridge Estates sub-division. The objective will be to seek a time when the violation will be corrected (immediately if possible).
- 2) After the agreed to period of correction has passed, and action has not been taken by the lot owner to come into compliance with our CC&Rs, a formal letter will be written by the board. The letter will cite the violation, the failed agreement that the lot owner did not comply with, and a specific date that the board expects the correction to be made.
- 3) If compliance is still not realized, the matter will be submitted to our attorney. The lot owner will be notified that all legal fees and costs related to continued efforts to resolve the violation will be charged to the lot owner. A \$50.00 per day non-compliant fee may commence until the correction is made. If the lot owner fails to correct and/or pay the legal and penalty fees, a lien will be placed on the lot owner's property. Continued unpaid costs may be submitted to a collection agency.

