

**El Rancho Loma Serena**  
**DECLARATION OF RESTRICTIONS**

This Declaration of Restrictions, (reflecting all amendments through May, 2011), made by El Rancho Loma Serena Homeowners Association, a California Corporation hereinafter referred to as “Declarant”.

El Rancho Loma Serena Homeowners Association is the owner of that certain real property located in the County of Calaveras, State of California, described as Lots A, B, C, D, E, F, and X and Lots 1 through 148, EL RANCHO LOMA SERENA, Units 1, 2, and 3, as shown on the subdivision map filed in the office of the Recorder of the County of Calaveras, State of California, on the 5<sup>th</sup> day of May, 1969, in Book 3 of Maps, Calaveras County Records, and: (Amended May 2011, Recorded January 2012)

The specific and primary purpose of this Association shall be to own, repair, maintain and manage the Common Areas and Common Facilities within that certain real estate common interest development located in the County of Calaveras, State of California and commonly referred to as El Rancho Loma Serena, to perform the duties and obligations imposed upon the Association by its Governing Documents (Articles of Incorporation, Bylaws and Declaration of Restrictions) and State law, and to otherwise enhance and promote the use and enjoyment of the Common Areas and Common Facilities by Owners and residents. (Amended May 2011, Recorded January 2012)

Now, Therefore, declarant hereby declares that all of the property described above is held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in of a plan for the maintenance and improvement of the land and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof. (Amended May 2011, Recorded January 2012)

1. All owners of land or lots subject to these restrictions shall automatically become, and shall be required to become, members of El Rancho Loma Serena Homeowner’s Association, a non-profit California corporation formed by declarant, to own, operate and maintain the common areas and recreational facilities and to maintain the private roads in the sub-division for the benefit of the lot owners.
2. Each owner of land or lots within El Rancho Loma Serena shall:
  - (a) Pay to El Rancho Loma Serena Homeowner’s Association, a reasonable charge for the use of the common areas and recreational facilities and for their maintenance and for the maintenance of the private roads in the subdivision.
  - (b) El Rancho Loma Serena Homeowner’s Association shall have the power to determine, levy and assess annually the charges and assessments, to fix the rates of such charges and assessments and to expend all monies

received on account thereof for the purposes herein, and, subject to the provisions of Paragraph 24 of these declarations. (Amended May 2004, recorded 2005, Amended May 2011, Recorded January 2012)

- (c) The Board of Directors shall set the amount of special assessments by resolution in accordance with statute and shall set the annual charge annually by resolution as provided for by statute. (Amended May 2004, recorded 2005, Amended May 2011, Recorded January 2012)
- (d) The charge and assessment fixed by declarant or its said assign shall constitute a personal obligation of the owner of each lot or parcel of land on the first day of July of each year commencing July 1, 1969, which obligation may be paid in monthly installments of one-twelfth (1/12) of the annual rate and shall be due and payable on the first day of each and every month commencing the first day of July. If said monthly installment is not received by declarant on or before the fifteenth (15<sup>th</sup>) day of each and every month said payment shall bear a service charge of ten (\$10.00) dollars. If the annual dues are paid in full on or before the thirtieth (30<sup>th</sup>) day, after said due date of July 1<sup>st</sup>, then a ten (10%) percent discount of said annual dues shall be given. If the annual dues are not paid in full on or before the sixtieth (60<sup>th</sup>) day then it will be deemed that the owner has elected to pay said annual dues in monthly installments and the *ten* (\$10.00) dollar service charge will be assessed against all delinquent payments. If no payment or correspondence has been received from the owner by the 61st day, a certified letter will be sent informing the owner that the assessment is delinquent and accruing late fees. A second delinquent notice will be sent certified no sooner than 15 days after receipt of the first certified letter and no sooner than 21 days after the first mailing if the letter was non-deliverable or not acknowledged by the owner. If the owner fails to pay said annual dues and legal action becomes necessary all costs plus a collection fee of fifty (\$50.00) dollars shall be added to the amount of unpaid dues. The amount of any such assessment shall bear interest at the legal rate and shall be and become a lien upon the lot assessed when declarant, or its said assign, causes to be recorded with the County Recorder a notice of assessment, which shall state the amount of such assessment and such other charges thereon as may be authorized herein, a description of the lot against which the same has been assessed and the name of the record owner thereof. Such notice shall be signed by an authorized representative of declarant or its said assign. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, declarant, or its said assign, shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. Such lien shall be prior to all other liens recorded subsequent to the recordation of said notice of assessment. Unless sooner satisfied and released or the enforcement thereof initiated as hereafter provided such lien shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment; provided, however, that said one (1) year period may be

extended one (1) additional year by recording a written extension thereof. Such lien may be enforced by sale of declarant, or it said assign, its attorney or other person authorized to make the sale, after failure of the owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924 b and 2924 c of the Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Declarant, or its said assign, shall have the power to bid in the lot at foreclosure sale and to hold, lease, mortgage, and convey the same. (Amended and recorded 1972, 1977, Amended May 2011, Recorded January 2012)

- (e) The term “lot” or “parcel” or “separate interest” as used herein means the individual lots numbered 1 through 148 on the El Rancho Loma Serena subdivision map filed in the office of the Recorder of the County of Calaveras, State of California at Book 3, Page 30. The term “common area” means all land and improvements within the boundaries of the subdivision but not contained within one of the 148 separate lots. (Amended May 2011, Recorded January 2012)
  - (f) No part of the subdivision or tract of land shown on the recorded map set aside and used for streets or common or recreational areas now or hereafter opened, laid out or established upon space maintained for the general use of the owners of the property in the subdivision shall be subject to said charge.
  - (g) The funds so collected by declarant, or by its said assign, pursuant to the foregoing provision, shall be expended for the following uses or purposes:
    - (1) Primarily for the maintenance and improvement of private roads, open and recreational areas, gateways and fences and any buildings or structures on land set aside or held for the common use of the owners.
    - (2) The costs or expense necessary or incident to carrying out these uses or purposes, including, but not limited to, the following:
      - Fixed charges: taxes, insurance and other fixed charges. (Amended May 2011, Recorded January 2012)
      - Operating expenses: wages or salaries, workmen’s compensation insurance, utilities, fuel, refuse disposal, custodial, landscaping service, legal, accounting and management services, building and equipment maintenance, and other operating expenses.
      - Reserve: a reasonable reserve for replacement of building components and equipment.
3. Each lot or property owner shall abide by all of the rules, regulations and by-laws of El Rancho Loma Serena Homeowner’s Association and these restrictions, and membership in said Homeowner’s Association is appurtenant to the land and any transfer of ownership in the land shall automatically transfer membership.
  4. No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private

- garage and appropriate outbuildings. No mobile homes shall be placed on any lot. Trailers or campers may not be stored on undeveloped lots. During construction of a single family residence, a barn, garage, or storage building may be used as a temporary dwelling for up to one year when approved by the Architectural Committee and authorized by the Board of Directors. A written contract agreeing to the conditional use will be signed by the homeowner member and the president of El Rancho Loma Serena Homeowners Association. (As amended September, 1993 and recorded January, 1994)
5. No building shall be located on any lot nearer to the side or rear property lines than 30' as required by Calaveras County Ord. 17.22.070 G. 2. In any event, no building shall be located on any lot nearer than twenty (20) feet from all road right of way lines and no building shall be located on any lot nearer than twenty (20) feet to an easement across the lot or parcel for the use and benefit of other owners in the subdivision as an equestrian or pedestrian trail as show (sic) on the mentioned subdivision map. (Amended May, 2011, Recorded January 2012)
  6. Easements for installation and maintenance of utility easements are reserved as shown on the recorded map over ten (10) feet on each side of all side and rear lot lines and over ten (10) feet along the subdivision boundary.
  7. No building shall be erected, placed or altered on any lot in the subdivision unless and until plans, elevations, specifications and plot plans, showing location of said building, have been approved in writing by the El Rancho Loma Serena Homeowner's Association, and a county building permit shall have been obtained as required. Said Association's Board of Directors shall appoint an architectural review committee which committee shall consist of three (3) members to administer the provisions of this section. Said committee shall consist of at least one (1) director of El Rancho Loma Serena Homeowner's Association and at least two (2) persons who are owners and full-time residents of El Rancho Loma Serena. Said committee will, by majority vote, act upon all plans, elevations, specifications and plot plans submitted by owners within forty-five (45) days of receipt of any plans, elevations, specifications and plot plans and will notify the submitter of said plans in writing of the committee's decision. Any decision of said committee is appealable to the full Board of Directors of El Rancho Homeowner's Association. One copy of the plot plan and floor plan shall be retained by the Association. (As amended and recorded 1976, 1977, 1983, Amended May 2011, Recorded January 2012)
  8. No structure of a temporary character shall be used on any lot as a residence except that during the construction of a single family residence, a house trailer may be used as a temporary dwelling for a period of time which shall not exceed a total of one (1) year, provided, however, that said use of a house trailer is first approved in writing by declarant or by its assign and by the County of Calaveras. In the event of extraordinary circumstances requiring additional time, the Board may grant an extension of up to one (1) year provided permission has been obtained from the County of Calaveras. (As amended and recorded 1981)
  9. No permanent dwelling shall be constructed or maintained upon any lot with less than eight hundred (800) square feet of living area within a single story house, nor less than six hundred (600) square feet of living area on the main floor of a two

- (2) or more storied single dwelling without the written consent of declarant or its assign; nor shall any building be constructed or maintained on any lot intended for occupancy or occupied as a dwelling, unless there be constructed and maintained in connection therewith, a septic tank of a type, and in a location approved by the health authorities California and/or the County of Calaveras. If a member disregards provisions of this restriction, or any other restriction after noncompliance has been called to the member's attention in writing by the Board, the Board shall take legal action to compel compliance. In the event of such a lawsuit, reasonable legal expenses of the prevailing party to such a suit shall be paid by the losing party. (As amended and recorded 1973, 1980, 1981)
10. The exterior of any dwelling house, garage or outbuilding to be erected on any lot, shall be completed within one year after the foundation for said house, garage or building shall have been laid or constructed. (As amended and recorded 1981)
  11. a. No fence or hedge shall be placed in such a manner as to obstruct the view of traffic or create a safety hazard for children.  
b. In the event that the Road Committee decides that a culvert is needed to prevent road erosion at the access point of any lot, it shall be the responsibility of the lot owner to put in a culvert, or to take other acceptable action to prevent unnecessary damage. The culvert shall be at least as large as recommended by the Road Committee. (Amended May 2011, Recorded January 2012)  
c. Tractors with cleats which could cause road damage must not be used on the association roads. If damage occurs because of use of tractors or other equipment on the roads, the lot owner involved shall be responsible for costs incurred in repair of the roads.
  12. The keeping of livestock shall be limited to a combination of any two (2) of the following groups per acre of land: One (1) horse; one (1) cow; one (1) donkey; one (1) pig; three (3) goats; three (3) sheep; twenty-five (25) chickens; twenty-five (25) ducks; or twenty-five (25) geese. Domestic animals are to be limited to three (3) dogs and three (3) cats per household and no kennels shall be permitted. Stables or corrals are not to be located at a distance closer than fifty (50) feet from any property line. (As amended 1977)
  13. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction period.
  14. The right is reserved by El Rancho Loma Serena Homeowner's Association to enter upon any lot for the purpose of treating or removing trees when shown to be affected by a disease or insect of common danger to the immediate or adjacent areas.
  15. a. No owner or occupant of any lot shall dump or dispose of any cans, refuse, or garbage on any part or portion of said premises, and each shall provide for the regular removal of any accumulation thereof at least once a week.  
b. Sewage disposal systems on lots situated above roadways and equestrian and pedestrian trails must be kept at least twenty (20) feet back from roadcuts or embankments.

- c. Prior to the closing of any sewage disposal system it must be approved by the appropriate County agencies. (As amended and recorded 1980, Amended May 2011, Recorded January 2012)
16. Sewage disposal systems shall be built in accordance with the requirements of the Health Department of the County of Calaveras.
  17. No more than fifty (50) percent of the trees now standing upon said lots shall be cut, severed or removed, and no tree which is ten (10) inches or more in diameter may be removed without written consent of El Rancho Loma Serena Homeowner's Association with the exception that trees standing in the home building area may be removed without such written consent.
  18. It is understood and agreed that cutting and/or trimming of trees necessary for the public utilities to properly maintain their service shall be allowed in order that satisfactory service may be maintained in the area.
  19. No owner or occupant of any lot shall directly or indirectly violate any ordinance established by the County of Calaveras. Such behavior will be directed to the appropriate department within the County's jurisdiction for compliance enforcement. Examples of such behaviors are:
    - a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
    - b) No lot shall be used for visible storage of vehicles which are both inoperable and unlicensed.
    - c) No lot shall be used for storage of junk, or of materials which detract substantially from the atmosphere of the subdivision.

This paragraph shall not prevent storage of building materials during the construction of a house. (Amended May 2011, Recorded January 2012)
  20. No owner or occupant of any lot shall directly or indirectly do or permit to be done on or in any portion of said property, or any of said lots, or in any building erected thereon, any act which is in violation of any law of the United States Government, the State of California, or any ordinance of the County of Calaveras.
  21. No motor vehicle, trailer, boat or obstruction shall be parked or placed on any private roadway or easement reserved herein and the same shall be kept and maintained within the confines of the lot or parcel or at such parking area as may be designated in the recreation area by declarant or its assign.
  22. All of the covenants and restrictions set forth in this declaration of restrictions are imposed upon said property, and each of said lots, for the direct benefit thereof, as a part of the general plan of development and improvement thereof hereby adopted by declarant, and said covenants and restrictions shall run with the land and continue to be in full force and effect, and shall be binding upon declarant and all persons claiming under declarant until July 1, 1989, after which time the covenants and restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.
  23. The provisions herein maintained shall run with the land and bind the land included in the subdivision and shall inure to the benefit of, and be enforceable by declarant, or its assign, or by any member in good standing of El Rancho Loma

- Serena Homeowner's Association, and failure of any one to enforce any restriction, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall the failure to enforce any restriction, covenant, or agreement herein contained give rise to any cause of action by any person whomsoever, against declarant, and declarant shall in no way be liable to any person whomsoever, nor their heirs, successors or assigns, for any such failure.
24. These restrictions may be amended by the membership of the association in the same manner as the bylaws may be amended. (As amended and recorded 1980)
  25. Invalidation of any one of these covenants by judgment or by court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.
  26. A breach of any of the foregoing restrictions or conditions shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the said premises, or any part thereof, but said restrictions and conditions shall be binding upon and effective against any owner of said premises, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale, or otherwise, as to any breach occurring after such acquirement of title.