

**PONDEROSA HILLS RECREATION CLUB**

**RECORDED MAY 2, 1972**

**UNIT 7**

**(ORIGINAL DOCUMENTS ON FILE AT TUOLUMNE COUNTY  
RECORDER'S OFFICE VOL 355 PAGES 619 THRU 626)**

**AMENDED**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**AND RESTRICTIONS FOR**  
**PONDEROSA HILLS SUBDIVISION UNIT NO. 7**

The Declaration of Protective Restrictions signed February 29, 1972 by PONDEROSA HILLS SALES COMPANY, INCORPORATED, a California corporation, referred therein as “Declarant” and owner of all that property therein described, which Restrictions were recorded on February 29, 1972 in Volume 351 Official Records, Page 1, are hereby amended in their entirety to read as follows:

**WHEREAS**, Declarant owns all of the lots in the following described subdivision situated in the County of Tuolumne, State of California,

Lots 291 to 372, inclusive, as shown on the map entitled  
“PONDEROSA HILLS SUBDIVISION UNIT NO. 7” filed in the  
Recorder’s Office of Tuolumne County on February 29, 1972,  
in Volume 7 of Subdivisions, Page 5, Tuolumne County Records

and

**WHEREAS**, Declarant wishes to set forth covenants, conditions and restrictions for the benefit of said subdivision,

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

A general plan for the improvement, development, protection and maintenance of the real property described above is hereby established and, in order to accomplish such improvement and development, to insure such protection and maintenance, to encourage best use and improvement of the above described real property and in general to adequately provide for improvements of high type and quality. Declarant does hereby establish and impose upon above

Lots, of said subdivision, limitations; covenants, conditions, restrictions, easements, and reservations, upon and subject to which each and all of said lots are held and shall be held, conveyed, sold, hypothecated or encumbered, leased, rented, used, occupied, and improved. All of said limitations \_\_\_\_\_, conditions, \_\_\_\_\_ covenants, conditions, restrictions, easements, and reservations shall run with the above described real property, and shall be binding on all parties having or acquiring any right, title, or interest in the above described real property or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interest herein, and shall insure to the benefit of and be binding on each successor in interest or the owners thereof. Said limitations, covenants, conditions, restrictions, easements, and reservations now made applicable to said lots are as follows:

## **ARTICLE I**

The lots in this subdivision are hereby restricted solely and exclusively for residential purposes. No multiple family structures shall be permitted or maintained thereon. Not more than one (1) residence may be built on any one lot in the above-described property. That no building of any kind or character be constructed on any lot in the subdivision until the plans and specifications are submitted to and approved by the Subdivider and/or his agents. No private or public roadways or vehicle thoroughfares may be constructed through or on any lot that will connect the subdivision to adjoining property.

## **ARTICLE II**

No lot or parcel of land shall be divided or partitioned or sold except in accordance with the description of said lot from the original Grantor with the exception of Lot 372 which may be split into two (2) equal parcels.

### **ARTICLE III**

It is understood that the Declarant reserves the right to construct all public utilities that are adjacent to the Subdivision within any Lot except through a structure site, and to enter in and upon the premises to make any and all repairs to said public utilities, and may grant this right to any public utility that is duly authorized to carry on its business under the laws of the State of California. It is understood and agreed that cutting and/or trimming of trees necessary for the public utility to properly maintain their lines shall be allowed in order that satisfactory service may be maintained in the area.

### **ARTICLE IV**

The living area of any residence built on the property herein described, exclusive of any porches and garages, shall not be less than eight hundred (800) square feet. "A" frame type dwellings shall have a minimum ground floor area of eight hundred (800) square feet and have wooden shake or shingle roofing.

### **ARTICLE V**

No trailer, tent, shack, garage, barn or other outbuilding erected or placed in the Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, except during the period of actual construction of a permanent residence. The exterior of any dwelling or building must be fully completed within six (6) months from the date of commencement of construction including the exterior painting.

## **ARTICLE VI**

All and any structures erected upon said lots or situated thereon shall be kept in a clean, safe and sanitary condition, free from all pollution and fire hazards. Any unsightly material and debris shall be removed by the Owners. In no event shall any tree with the diameter of ten (10) inches or more, measured twelve (12) inches above the ground be cut, destroyed or removed from said real property without first obtaining written consent of the Subdivider and/or his Agents. The Subdivider and/or his Agent shall rectify any violation of Article VI at the owners expense and to continue rectification until the violation is cured.

## **ARTICLE VII**

That the parties hereto or any of them or their heirs, assigns or successors shall not violate or attempt to violate any of the covenants or restrictions herein contained, and it shall be lawful for the Subdivider and/or his Agents or any person or persons owning any other lots in said development or Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent his or them from so doing, or to recover damages or other dues for such violation.

## **ARTICLE VIII**

In any event that any covenant, condition or restriction herein contained or any portion thereof is held invalid or void, such invalidity or voidness shall in no way affect any valid condition herein. The amendment or modification of any of the provisions contained herein may be modified thereafter by a two-thirds (2/3) majority vote of the total property owners of the Subdivision.

Said covenants, conditions, reservations and restrictions shall be perpetual and shall apply to and be forever binding upon the Grantee, his heirs, executors, administrators and assigns of imposed upon realty, as an obligation or charge against the same, for the benefit of the Grantors herein named, their successors and assigns, and as a general plan for the benefit of said tract.

**PONDEROSA HILLS**  
**HOMEOWNERS ASSOCIATION**

**ARTICLE 1**  
**MEMBERSHIP**

Each Owner of a Lot in Ponderosa Hills Subdivision Unit No. 7 shall automatically become a member of Ponderosa Hills Homeowners Association upon acceptance of plans to build a home by the Architectural Control Committee. Membership shall become binding and perpetual until a community sanitary sewer system is completed, in operation, and the home is connected to it and under its service, at which time the membership to the Association will become automatically terminated.

Only one (1) membership shall be issued per home irrespective of the number of owners. Each owner shall have a vote in accord with the number of homes he owns.

Each owner shall remain a member of the Association until the transfer of title to his home, which transfer shall automatically transfer the membership appurtenant to said home to the transferee and shall be binding upon him.

Membership in the Homeowners Association shall be open to any owner of a lot in any other Subdivision Unit in Ponderosa Hills, said membership shall be voluntary upon acceptance of plans by the Architectural Control Committee and the Homeowners Association Board of Directors. Such membership shall become binding and under such duration as a mandatory membership, and allow participation in the individual system maintenance and operation program only.

**ARTICLE 2**  
**PURPOSE**

**(A) Individual Systems**

To mutually maintain and operate individual sewage disposal systems, to collect and disburse funds of moneys for this purpose, to regulate and set standards of inspections, and to allow ingress and egress upon the individual properties for these purposes. To hire by contract each 3 years a competent person or firm responsible for the inspection, maintenance and operation of the individual disposal systems, and keep them in a non-hazard condition in compliance with State Health Department regulations and standards.

Any major malfunction of an individual system beyond the normal maintenance and operation scope will be the responsibility of the individual owner to correct, at his expense, when so notified in writing by a member of the Board of Directors.

(B) **Community Sewage Systems**

The Association will also be Trustee for funds to be deposited in Savings Accounts for the eventual building of the Community Sanitary Sewer System for Unit No. 7. Said funds will be deposited from escrow by the Subdivider in the amount of \$420.00 per lot at time of close of escrow on the original sale of the Lot. The duties of the Trustees will be to safeguard these funds, at highest interest rates available at the time, until required for the construction of a community sanitary sewer system for Ponderosa Hills Unit No. 7, at which time they are to hire engineering and construction for the completion of the required project. Construction will comply with the standards as set forth by Tuolumne County Water District No. 2, who will take over maintenance and operation of the system upon completion to their standards.

**ARTICLE 3**

**ASSESMENTS**

The funds to maintain the Association's individual systems requirements shall be due and payable to the Secretary on the 1<sup>st</sup> of June each year, and shall amount to \$50.00 annually per membership. A two-thirds (2/3) vote by the membership shall alter the assessment, and then only to meet the needs of the association budget.

**ARTICLE 4**

**ORGANIZATIONAL STRUCTURE**

(A) **Annual Meetings**

The first annual meeting shall occur on the first June 1<sup>st</sup> after acceptance of four (4) house plans by the Architectural Control Committee and shall continue annually on June 1<sup>st</sup> each year until the Association is terminated by non-membership.

(B) **Voting and Quorum**

Any member may attend and vote at such a meeting in person or by an agent duly appointed by an instrument in writing signed by a member, and filed with the Secretary of the Association. A majority of the membership present either in person or by proxy shall constitute a quorum.

(C) **Officers and Directors**

The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, who shall be elected by majority vote from and by the membership of the Association. Those elected shall be in office for a term of one (1) year, and with one (1) other member chosen by them at the annual meeting constitute the Board of Directors of the Association.

### **Power and Duties**

The Board of Directors shall have the exclusive right and obligation to perform the following functions of the Association.

- (1) To enter into contract with a qualified, competent, responsible person or firm to perform maintenance, operation, and inspections of the individual systems as required by the Board of Directors. Said person or firm shall keep records of all inspections and maintenance, and make the records available to the Board of Directors at their request.
  - (a) Said firm or person shall inspect each and every individual system monthly for malfunction, switch to alternate leach field every five (5) months where dual leach fields are installed, have each septic tank pumped every four (4) years, and perform any other minor maintenance duty as required by the Board of Directors or the State Health Department.
- (2) To keep books of accounting showing its receipts and disbursements, and to present the same to the membership at each annual meeting. To collect assessments, and to obtain legal, accounting and engineering services necessary or proper in the operation of the Association or the enforcement of this Declaration. To enter into contract for the construction and completion of a sanitary sewer system when required, and turn over such system to Tuolumne County Water District No. 2, when completed to their requirements.



IN WITNESS WHEREOF, Declarant has executed this instrument on the 2<sup>nd</sup> day of May, 1972.

**“DECLARANT”**

**PONDEROSA HILLS SALES CO., INC.**

By: \_\_\_\_\_  
William E. Gerber, President

STATE OF CALIFORNIA,  
County of Tuolumne

On May 2, 1972, before me, the undersigned, a Notary Public, in and for the County of Tuolumne, State of California, duly commissioned and sworn, personally appeared **WILLIAM E. GERBER, III** known to me to be the President of the Corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

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**GLORIA GIDDINGS**  
Notary Public in and for said County and State.

My Commission Expires  
Mar. 7, 1975

<b>RECORDED AT REQUEST OF MOTHER LODGE TITLE CO. VOL. 355 PAGE 619 1972 MAY-2 PM 4:30  OFFICIAL RECORDS TUOLUMNE COUNTY, CALIF. ALBERT BLUVELL RECORDER FEE \$10.00  INDEXED 4459</b>
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