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RECORDING REQUESTED BY:
Pla-Vada Community Association
P.O. Box 1035
Soda Springs, CA 95728

Nevada, County Recorder
Jewett-Burdick
DOC- 2002-0018257-00

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REC \$10.00 MIC \$1.00 AUT \$5.00
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Ttl Pd \$22.00 Nbr-0000152344
SJF/SF/1-6

WHEN RECORDED RETURN TO:
Feldman Shaw, LLP
P.O. Box 1249
Zephyr Cove, NV 89448

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PLA-VADA WOODLANDS UNITS 1 THROUGH 6**

This Declaration, made on the date set forth below by the Pla-Vada Community Association, a California nonprofit mutual benefit corporation (the "Association") and the owners of the separate lots described below, is made with reference to the following facts:

Recitals

A. Declarants are members of the Association and owners of the individual lots located within that certain planned unit development commonly known as Pla-Vada Woodlands Units No. 1 through 6, located in Nevada County, California, more particularly described as: (i) Pla-Vada Woodlands Unit No. 1 on that certain Map filed for record in the Office of the Recorder of Nevada County, California, in Book 1 of Maps, page 112; (ii) Pla-Vada Woodlands Unit No. 2 on that certain Map filed for record in the Office of the Recorder of Nevada County, California, in Book 1 of Maps, page 126; (iii) Pla-Vada Woodlands Unit No. 3 on that certain Map filed for record in the Office of the Recorder of Nevada County, California, in Book 2 of Maps, page 4; (iv) Pla-Vada Woodlands Unit No. 4 on that certain Map filed for record in the Office of the Recorder of Nevada County, California, in Book 2 of Maps, page 20; (v) Pla-Vada Woodlands Unit No. 5 on that certain Map filed for record in the Office of the Recorder of Nevada County, California, in Book 2 of Maps, page 67; (vi) Pla-Vada Woodlands Unit No. 6 on that certain Map filed for record in the Office of the Recorder of Nevada County, California, in Book 2 of Maps, page 67 (collectively the "Development").

B. Declarants and the Association are successors-in-interest to the Pla-Vada Development Co. (the "Developer"), the developer of the Development, in the ownership of the individual lots within the Development. The Association is also successor-in-interest to the Developer in the ownership of the common areas and improvements within the Development. The Development is a planned development.

C. Declarations were recorded in the Official Records of the Nevada County Recorder for each of the six phases of the Development as follows: (i) Pla-Vada Woodlands Unit No. 1, Volume 246, Page 103, May 20, 1958; (ii) Pla-Vada Woodlands Unit No. 2, Volume 294, Page 213, March, 1961; (iii) Pla-Vada Woodlands Unit No. 3, Volume 314, Page 111, April 3, 1962; (iv) Pla-Vada Woodlands Unit No. 4, Volume 352, Page 690, March 6, 1964; (v) Pla-Vada Woodlands Unit No. 5, Volume 401, Page 479, May 27, 1966; (vi) Pla-Vada Woodlands Unit No. 6, Volume 401, Page 479, May 27, 1966. The original declarations expired by their own terms on or about August 1, 1987, before Declarants had an opportunity to extend them. Declarants now desire, by the recordation of this Declaration, to restate and amend the original declarations so as to maintain the single-family character of the Development and the means of financial support of the common areas and improvements, and to have one uniform declaration applicable to all phases. In addition, Declarants desire to create a common interest development subject to the provisions of the Davis-Sterling Common Interest Development Act, California Civil Code §§1350, *et seq.*

D. Declarants and the Association intend by this document to impose upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of all of the lot owners.

NOW, THEREFORE, Declarants hereby declare that the Development, including each individually-owned lot and all common areas and improvements, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the declarations, covenants, conditions, restrictions, and easements contained in this Declaration, all of which are imposed as equitable servitudes pursuant to a general plan for the use and development of the Development for the purpose of enhancing and protecting the value and attractiveness of the Development, and every part of it, in accordance with the plan for the improvements of the Development. All of the covenants, conditions, restrictions, and easements shall constitute covenants that run with the land and are binding upon each lot owner and their successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Development or the property in the Development.

Section 1. Single-Family Residential Use.

1.1 To preserve the residential character of the Development and the natural aesthetic beauty of the area:

A. Only one single-family residence and appurtenant buildings, including garage for private use, may be permitted upon any lot.

B. Each single-family residence shall have a ground-floor living area of no less than 600 square feet in the case of a one-story structure (exclusive of open porches, terraces, garages, stoops and the like) or 400 square feet in the case of a residence of more than one story.

C. Tents, trailers, vehicles, mobile homes, motor homes, garages or outbuildings, temporary or permanent, may not be used as a dwelling. Manufactured homes may not be used as a dwelling unless approved by the architectural control committee.

D. Vehicles, truck-trailer combinations or equipment with more than two axles or exceeding a maximum gross weight of eight thousand (8,000) pounds may not be parked or stored on any street or outside of any building, except that the Board shall designate a location within the Development where such vehicles, truck-trailers and equipment may be parked for no longer than 48 hours.

1.2 For purposes of protecting against personal injury and/or property damage, including that caused by snow from adjacent buildings, all buildings and other structures erected on any lot must have a minimum set back of 20 feet from the front street line and 10 feet from any side lot line, unless written consent to reduce these set backs is first obtained from the Association.

Section 2. Architectural Committee. There shall be an Architectural Committee consisting of three persons to be appointed by the Board. Each of such persons so appointed shall be subject to removal at the discretion of the Board and all vacancies on said committee shall be filled by appointment by the Board. Architectural rules shall be set forth in the "Builder's Handbook," prepared by the committee and as may be amended from time to time.

Section 3. Utilities.

3.1 A perpetual easement is reserved over the rear, sides and front five-feet of each lot for the installation and maintenance of utilities. It is understood that the Association reserves the right to enter in and upon each lot to make any and all repairs to said utilities and may grant this right to any public utility or organization duly authorized to carry on such business under the laws of the State of California.

3.2 Where the topography of the land requires, sewer and utility lines may be installed by one lot owner over a portion of an adjoining property owner's land provided he obtains the express approval of the Association and the adjoining property owner, and provided further that no public utility line shall be installed under or through any residence or garage.

3.3 The Association may regulate use of the roads within the Development, including, without limitation, establishment of speed limits, erection of speed bumps, and closure of roads due to snow coverage.

Section 4. Sale of Lots. In the event a lot owner is desirous of selling his or her property and obtains a bona fide purchaser, the owner shall notify the Association for purposes of transferring the owner's membership in the Association.

Section 5. Adoption of Rules. The Board may adopt reasonable rules that are consistent with this Declaration or the Association's articles of incorporation and bylaws, relating to the use of the common areas and improvements and the conduct of owners and guests with respect to the common areas and improvements. Written copies of the rules and any schedule of fines and penalties adopted by the Board shall be furnished to members.

Section 6. Community Association; Membership.

6.1 The management of the common areas and improvements shall be vested in the Association in accordance with its articles of incorporation and bylaws, and the provisions of this Declaration, and the Association shall be subject to the Davis-Sterling Common Interest Development Act, California Civil Code §§1350, *et seq.*

6.2 The owner of each lot shall automatically become a member of the Association and shall remain a member of the Association until the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership and voting rights shall be as set forth in the Association's bylaws.

6.3 Membership in the Association may only be transferred upon the transfer of title to the lot to which it is appurtenant and passes automatically with title to the transferee. A mortgagee does not have membership rights until it obtains title to the lot by foreclosure or a deed in lieu of foreclosure. Any attempt to make a prohibited transfer is void. No member may resign his or her membership.

Section 7. Assessments. Declarants covenant and agree: (i) to pay to the Association regular and special assessments for the purpose of allowing the Association to perform its obligations under this Declaration and its articles of incorporation and bylaws, such assessments to be fixed, levied and collected as provided under California Civil Code §1366 and the Association's bylaws; and (ii) to allow the Association to enforce any assessment lien established by California Civil Code §1367 and this Declaration by nonjudicial proceedings under a power of sale or by any other means authorized under California Civil Code §1367.

Section 8. Term. The covenants and restrictions of this Declaration shall continue for a term of 10 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to change the covenants and restrictions in whole or in part, or to terminate the same.

Section 9. Amendments. This Declaration may be amended in accordance with California Civil Code §1355.

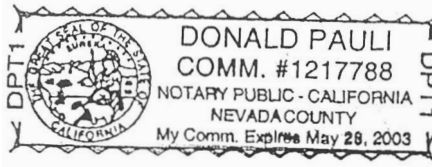
Section 10. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the articles of incorporation and the bylaws, and in that action shall be entitled to recover reasonable attorney fees as are ordered by the Court. Failure by the Association or by any owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

The State of California)
) ss.
County of NEVADA)

On 4/22/02 [date] before me, DONALD PAULI [name], Notary Public, personally appeared LAURA WOODS [name], ___ [personally known to me or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Donald Pauli
Notary Public, State of California



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