

#4735260

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Mark J. McEwen and Anne M.
McEwen
9093 Spring Valley Road
Marysville, CA, 95901

2016-000916

01/26/2016 10:57 AM Page 1 of 16

Total Fee: \$59.00

Recorded in Official Records
County of Yuba State of CA
Terry A. Hansen
County Clerk and Recorder



Space Reserved for Recorder's Use Only

**FIRST AMENDED AND COMPLETELY RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
Spring Valley Meadows**

14
✓

2

TABLE OF CONTENTS

	Page
ARTICLE 1. DEFINITIONS.....	1
1.1. Committee.....	1
1.2. County.....	1
1.3. Declarant.....	1
1.4. Development or Property.....	2
1.5. Lot.....	2
1.6. Mortgage.....	2
1.7. Owner.....	2
1.8. Resident.....	2
1.9. Unit or Dwelling Unit.....	2
ARTICLE 2. PROPERTY RIGHTS.....	2
2.1. Owners' Utility Maintenance and Repair Easements.....	2
2.2. Utility Company Easements.....	2
2.3. Restoration.....	3
ARTICLE 3. USE RESTRICTIONS.....	3
3.1. Residential Use; Limited Agricultural /Commercial Use.....	3
3.2. Offensive Activities; Nuisances.....	3
3.3. Parking; Vehicles.....	3
3.4. Signs.....	4
3.5. Fences; Screens and Walls.....	4
3.6. Hunting.....	4
3.7. Trash.....	4
3.8. Burning.....	4
3.9. Temporary Structures.....	4
3.10. Compliance with Laws; Insurance Considerations.....	4
3.11. Interference with Access.....	4
3.12. Parcel Maintenance.....	5
3.13. Trees and Brush Removal.....	5
3.14. Drilling; Tanks.....	5
3.15. Excavations.....	5
3.16. Limitation of Restrictions on Declarant.....	5
ARTICLE 4. ARCHITECTURAL CONTROL COMMITTEE.....	5
4.1. Committee.....	5
4.2. Preliminary Approval.....	6
4.3. Compensation.....	6
4.4. Inspection.....	6
4.5. Set Backs; Easements.....	6
4.6. Residence Units; Outbuildings.....	6
4.7. Liability of Committee Members.....	7
4.8. Enforcement by Committee.....	7
ARTICLE 5. DUTIES AND OBLIGATIONS.....	7
5.1. Owners' Maintenance Obligations.....	7

5.2. Property Taxes and Assessments.....8

ARTICLE 6. PROTECTION OF MORTGAGEES.....8

6.1. Priority of Mortgages.....8

6.2. Curing Defaults.....8

6.3. Resale.....8

6.4. Conflicts.....9

ARTICLE 7. LIMITATION OF RESTRICTIONS ON DECLARANT.....9

7.1. Sale of Development.....9

7.2. Lot Line Adjustments and Creation of Easements9

ARTICLE 8. MISCELLANEOUS PROVISIONS.....9

8.1. Enforcement.....9

8.2. Attorneys' Fees and Costs10

8.3. Severability10

8.4. Term.....10

ARTICLE 9. TERMINATION OF ANY RESPONSIBILITY OF DECLARANT.....10

4

**FIRST AMENDED AND COMPLETELY RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
Spring Valley Meadows**

THIS FIRST AMENDED AND COMPLETELY RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by Mark J. McEwen and Anne M. McEwen as "Co-Trustees" of the M & A McEwen Revocable Trust, hereinafter referred to collectively as "**Declarants.**"

WITNESSETH:

A. Declarants are the "Declarants" of that certain Declaration of Covenants, Conditions and Restrictions for Spring Valley Meadows which was originally first Recorded May 4, 2007, as Instrument No. 2007R-007773 of Official Records of Yuba County, State of California. Section 8.04 of the above-referenced Declaration provides that Declarants may amend its provisions for any purpose until the first Close of Escrow in the Development. As of the date hereof, no escrows have closed in the Development; therefore, Declarants desire to, and does hereby, amend and completely restate the Declaration as set forth below

B. Declarants have established a general plan, set forth in this Declaration, for the subdivision, improvement and development of the real property, and each and every lot and parcel on the real property, and desires to secure and preserve the harmonious appearance of the real property in accordance with the plan.

NOW, THEREFORE, Declarants hereby declare that the real property is, and shall be, held, conveyed, hypothecated and encumbered, subject to the following limitations, restrictions, easements, covenants, conditions, for the subdivision, improvement, protection, maintenance and sale of lots within the real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the real property. All of the limitations, restrictions, easements, covenants, conditions shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties.

ARTICLE 1. DEFINITIONS.

1.1. Committee. The "**Committee**" or "**Architectural Control Committee**" shall mean the committee of persons appointed and acting pursuant to Section 4.01.

1.2 County. The "**County**" shall mean the County of Yuba, California.

1.3 Declarant. The "**Declarants**" shall mean Mark J. McEwen and Anne M. McEwen, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot (as defined below) from the Declarants for the purpose of development and

5

sale and be designated as successor Declarant (as defined below) in connection with the acquisition of such undeveloped Lots.

1.4. Development or Property. The "**Development**" or the "**Property**" or "**Properties**" shall mean all that certain real property comprised of the Spring Valley Meadows subdivision, as shown upon Tract Map No. 95-569 recorded in the Official Records of the County, and as more particularly described on Exhibit A.

1.5 Lot. A "**Lot**" shall mean any of the separate residential plots of land shown upon Tract Map No. 95-569 recorded in the Official Records of the County.

1.6. Mortgage. A "**Mortgage**" means a mortgage or deed of trust encumbering a Lot or other portion of the Development. A "**Mortgagee**" and "**Mortgage holder**" shall include the beneficiary under a deed of trust. An "**institutional Mortgagee**" or "**institutional holder**" is a Mortgagee that is a bank or savings and loan association, or established Mortgage Company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency, and that holds a first Mortgage on any Lot or on the common area.

1.7. Owner. "**Owner**" shall mean the record Owner, whether one or more person or entity, of a fee simple title to any Lot which is part of the Properties. If the Lot is subject to a recorded Land Installment Sale Contract, "**Owner**" shall mean and refer to the contract vendee. "**Owner**" shall not include those having any such interest merely as security for the performance of an obligation.

1.8. Resident. A "**Resident**" shall mean a person who resides in a Unit (as defined below) but who is not in title with respect to the Unit.

1.9. Unit or Dwelling Unit. A "**Unit**" or "**Dwelling Unit**" or "**Residence Unit**" shall mean the home improvements constructed on an individual Lot.

ARTICLE 2. PROPERTY RIGHTS.

2.1. Owners' Utility Maintenance and Repair Easements. Wherever sanitary sewer connections or water connections or electricity, gas or telephone, television lines or drainage facilities are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner of the Lot served by said connections, the Owners of any Lots served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter such Lots or to have utility companies enter therein, or any portion thereof, to repair, replace and generally maintain said connections as and when the same may be necessary.

2.2. Road, Irrigation, & Utility Company Easements. All entities having easements on the Property covered by this Declaration shall have easements for cleaning, repairing, replacing and otherwise maintaining or causing to be maintained service in all underground & above ground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a Lot for uncovering any such lines.

6

2.3. Restoration. Any Owner or utility company exercising the rights granted in this section shall be obligated to restore the improvement entered to substantially its former condition.

ARTICLE 3. USE RESTRICTIONS.

3.1. Residential Use; Limited Agricultural/Commercial Use.

A. General Restrictions on Use. "Spring Valley Meadows" Sub-Division was recorded on September 25, 1996 in Yuba County, California; Lots 1-9 were zoned "ARR" 5 acre minimum. On August 21, 2015 the Yuba County Board of Supervisors adopted the "Yuba County Development Code" by ordinance No. 1545. The zoning changes that apply to the development are as follows: Lot 1 is zoned "Rural Commercial"(RC). Lots 2-9 are zoned "Agriculture Residential" (AR-10), 10 acre minimum. This zoning designates Single Family Residential and Agriculture Use. Except as otherwise provided in this Declaration, no Lot, nor any portion thereof, shall be used for any purpose other than single-family residential and limited agricultural uses and shall be subject to all restrictions imposed by the zoning ordinances of the County of Yuba, State of California and shall be further subject to all the provisions of the Declaration. Except as otherwise provided in this Declaration, or with respect to Declarant's development and sales activities, no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mining, drilling, quarrying except as necessary for water wells, or other such nonresidential or nonagricultural purpose. Occasional Yard Sales are permitted. This general restriction shall not, however, prohibit Owners or Residents from doing business within their Residence Units by means of computer or phone lines so long as the business activity is legal and does not involve merchandising or customer traffic .

B. Limited Agricultural Use; Animals. Owners may keep and raise ordinary domestic animals for such Owners personal reasonable use. An average of one to two cows or horses per one acre of irrigated grass type pasture are suggested; it is encouraged animal pastures shall always be kept green and grassy and maintained in a neat and presentable manner that will contribute to and be in keeping with the character of the entire development. It is encouraged vineyards, fruit trees and flower/vegetable gardens be developed. No donkey jacks, peacocks, guinea fowl/hens, rooster chickens, shall be permitted in the Development. No "commercial" operations raising swine, goat, poultry, dog kennel, equine or dairy shall be permitted.

3.2. Offensive Activities; Nuisances. No noxious, illegal or offensive activity shall be carried on or within the Properties, nor shall anything be done at any time or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their property. The Owners are of the understanding that the limited agricultural use permitted pursuant to Section 3.1 shall not be considered a nuisance for purposes of this Declaration.

3.3. Parking; Vehicles. Residents are encouraged to park their vehicles within their garage when possible. Big rig parking (except for construction) is not permitted. No Owner, Resident, or their guests shall park any vehicle/equipment on Amber Lane except temporarily.

7

A. No Owner or Resident, or any guests of any Owner or Resident, shall repair, dismantle, salvage or restore any automotive vehicle, or equipment on any Lot or on any street within the Development. In an emergency, a vehicle/equipment damaged or inoperative, may be temporarily parked or stored (other than on Amber Lane) no more than 72 consecutive hours. Any damaged or inoperative vehicle/equipment, if parked or stored on a Lot for more than 72 hours, must be moved and stored in a fully enclosed building on Owner's Lot. No Owner/resident shall cause or allow fuel, oil, coolant or any other automotive fluids to spill or be dumped onto the Lot, streets or gutters or to go into storm drainage system within the Development.

B. Quad/ATV riding must be done in a responsible quiet and well behaved manner.

3.4. Signs. All signs permitted shall be professionally prepared and shall be in conformance with County zoning ordinances and with any other applicable laws such as for the advertising of property for sale or lease.

3.5. Fences; Screens and Walls. No fence shall be erected within the 60-foot road/utility/irrigation right-of-way on Amber Lane. No fences higher than six feet shall be permitted on the Development.

3.6. Hunting. Discharging rifles of any kind is prohibited within the Development. Discharging shot guns is permitted to the extent necessary to control damage to crops or livestock by predator animals.

3.7. Trash. All garbage and trash shall be placed and kept in covered containers and then removed from the Development by a refuse collection service or by the Owner on a weekly basis. No portion of any parcel shall be used or maintained as a dumping ground for trash, garbage or waste.

3.8. Burning. All burning must comply with the California Division of Forestry requirements and Air Quality Control.

3.9. Temporary Structures. One travel trailer or recreational vehicle may be used as a temporary living accommodation for a period not to exceed eighteen months during the period when the permanent Residence Unit is under construction.

3.10. Compliance with Laws; Insurance Considerations. Nothing shall be done or kept in any Lot or Dwelling Unit that might increase the rate of, or cause the cancellation of insurance on the Development, or any portion of the Development, without the prior written consent of the Committee. No Owner shall permit anything to be done or kept in his Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

3.11. Interference with Access. No one shall interfere with or otherwise restrict the free right of passage of the Owners, their agents, servants, tenants, guests and employees or any emergency service vehicles over Amber Lane, driveways, or any passages leading to their respective residence.

3.12. Parcel Maintenance. All landscaping and fencing shall be maintained and replaced by the Owner as necessary to keep the appearance of the Lot in as good as or better condition as the average Residence Unit in the Development.

3.13. Tree and brush removal. Each lot owner shall be responsible for the control of brush, weed and grass on his land in consideration of fire danger. No unsightly growth shall be permitted to grow/remain on a Lot in the Development. Trees may be removed as necessary to develop home and barn construction. Tree replacement is encouraged.

3.14. Drilling: Tanks. No oil drilling, oil development operations, oil refining, or quarrying operations are permitted. Storage tanks kept on any Lot shall be located and screened in such that they are not visible from the street.

3.15. Excavations. Excavating and grading of any portion of the Development and the removing of material from or depositing material thereon, in connection with the improvement work for the streets, ways and easements connected with a Lot is allowed. Prior to any excavation work by an Owner, the Owner shall first submit a grading plan to the Committee in writing for the Committee's review and approval.

3.16. Limitation of Restrictions on Declarants. Nothing in this Declaration shall limit the right of Declarant to complete his work within the development, the sale of the Property as a Development project, and to maintain such sales offices as may be desirable in carrying out such activities. The rights of the Declarants in this Declaration may be assigned by Declarants to any successor (to all or any part of any Declarants interest in the Development, as developer) by an express assignment incorporated in a recorded deed that transfers an interest to such successor.

The exemption granted by this section shall automatically expire upon the conveyance to an Owner of the last Lot in the Development owned by Declarant.

ARTICLE 4. ARCHITECTURAL CONTROL COMMITTEE.

4.1. Committee. The initial Architectural Control Committee shall be composed of: Mark J. McEwen and Anne M. McEwen. The mailing address of the Committee shall be: Spring Valley Meadows Architectural Control Committee, Attn: Mark J. and Anne M. McEwen, 9093 Spring Valley Road Marysville, and Ca. 95901. As long as Declarants own any part of the Property, Declarants shall have the power and authority to remove any or all of the members of the Committee and to appoint replacements who may or may not be Lot Owners. Within 30 days after Declarants no longer have any ownership interest in the Property, the then-existing members of the Committee shall select a new Committee consisting of three persons, each of whom shall be a Lot Owner. Thereafter, in the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. A majority of the Committee may designate one or more licensed architects or other qualified persons to act for it. If the remaining member or members of the Committee fail to appoint a successor or successors within 90 days after the death or resignation of a member or members, the then record Owners of a majority of the Lots subject to this

Declaration shall have the power to appoint such successor or successors. The appointment shall be by written ballot with one Owner signature for each Lot counting as one vote. The person(s) chosen to act as the Committee by this method shall be designated in a written declaration in recordable form signed by two persons declaring and attesting to the fact that the majority of Owners duly selected the person(s) specified and such declaration shall be recorded.

4.2. Preliminary Approval. An Owner shall not apply for a building permit or commence construction until all the plans and specifications for the proposed improvements have been reviewed and approved by the Committee within 30 days of submittal. Upon the Committee's approval or disapproval of the application, one set of the plans and specifications, with details regarding the reasons for the approval or disapproval endorsed thereon, shall be returned to the applicant and the other copy of the plans and specifications shall be retained by the Committee for its permanent files.

Any application submitted pursuant to this Declaration shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within 30 days after the date of receipt by the Committee of all required materials.

4.3. Compensation. The members of the Committee and their representatives shall receive no compensation for their services rendered hereunder, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

4.4. Inspection. The Committee may at any time inspect any improvement for which approval of plans is required under this Declaration.

4.5. Set Backs; Easements. Within easements that have been designated as reserved for easement purposes within the Development, no structure, planting or other material shall be placed thereon which may interfere with the purposes for which the easement was reserved. With respect to Lots 2 through 9 of the Development, the minimum front setback from the centerline of Amber Lane is 100 feet for any structure. The minimum side setback from each Lot's property line is 50 feet for any structure. County code requirements will apply in connection with any reconstruction or alteration after Declarants initial development of the Properties. Each Owner shall be solely responsible for: 1) determining the applicable County requirements and compliance, 2) locating and determining their individual property corners and property lines prior to any work being commenced. Any changes in the required setbacks from the property lines shall require the approval of the Committee.

4.6. Residence Units; Outbuildings. No new Residence Unit containing less than 1500 square feet of floor space, exclusive of any roofed or unroofed porches, terraces, garages, carports or other outbuildings, may be erected on any Lot. It is suggested that no Residence Unit shall exceed two stories in height. Any outbuildings constructed, or purchased elsewhere and moved on a Lot must: 1) contain a minimum of 400 square feet, 2) should be constructed with like materials as the owner's home and roof, 3) must have a permanent concrete foundation.

A. The use of native stone, used brick, stucco, wood-siding, Hardy Board and related "natural" materials are encouraged for the exteriors of residence units. Paint color choices are encouraged to blend with local landscape. All roofs are to be tile or heavy inches of composition shingle that are fire retardant material. Roofs shall have a minimum 4-inch to 6-inch 12 pitched roof with a minimum 24-inch overhang.

B. No Residence Unit shall be occupied until both the interior and exterior of the Residence Unit is complete and final approval has been received by the County building inspector. The exterior finish, including finished painting of any dwelling, shall be completed, in any event within 12 to 18 months after the commencement of construction if permitted by the County building inspector.

4.7. Liability of Committee Members. Neither Declarant, the Committee, nor their duly authorized representatives shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration, unless due to the willful misconduct or bad faith of the Committee or any member thereof. Notwithstanding the approval of the Committee of plans and specifications of improvements, neither it, Declarant, nor any person acting on behalf of them shall be responsible in any way for any defects in any plans and specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each Owner submitting such plans and specifications shall be solely responsible for the sufficiency thereof and the adequacy of the improvements constructed.

4.8. Enforcement by Committee. The Committee shall have enforcement rights with respect to any matters required to be submitted to and approved by the Committee, and may enforce such architectural control by any proceeding at law or in equity. In addition, the Committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or that it does not conform to the plans and specifications previously submitted to the Committee. The Committee reserves the right at any time to grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other Lots, provided however, that the granting of such variances is not in violation of County Codes.

ARTICLE 5. DUTIES AND OBLIGATIONS.

5.1. Owners' Maintenance Obligations. Each Owner shall be responsible for maintenance and repair of his Lot and individual Residence Unit. Such maintenance shall include, but not be limited to, the regular mowing and trimming of grass and other vegetation so as to maintain the landscaping on the Lot in a neat and attractive condition, the maintenance and repair of any gates and fences on the Lot and the maintenance of any driveway on the Lot. It is suggested that all driveways be a dust free surface (maintained by the Lot owner) and comply with Yuba County Building Department. Culvert pipes shall be required for driveway entrance crossings where existing drains exist or new drainage excavations are required. Culvert sizes, elevations and construction shall be in accordance with County specifications.

11

5.2. Fire Retention Pond and Fire Protection. The pond adjacent to Amber Lane on Lot 4 belongs to the Owner of lot 4. It is intended for both the Owner's personal pleasure and is set aside for the purpose of fire retention within the entire development and not for public use. It is the Owner's responsibility to mow and maintain brush control surrounding the pond year round. Pumping of water is only intended for fire emergencies, except when necessary for pond maintenance. The hydrant located at the east end of the pond shall remain accessible at all time to CDF or any other emergency vehicle. Nothing shall be parked, placed or stored within 50 feet of the hydrant; nothing shall be constructed or placed in the pond that would interfere with the hydrant. The pond's BVID water supply line shall be maintained at all times by the CSA #60 created specifically for Spring Valley Meadows. A reserve of \$2000.00 (above and beyond additional funds for Amber Lane Road and maintenance purposes) shall remain in the fund for future maintenance/emergency costs of the fire pond water supply and the attached hydrants/pipeline ie., well drilling, new pumps. The dedicated BVID pond water supply line is to be used for Fire Retention Pond water supply only, and is not to be used by any property owner for irrigation purposes. The Declarants/Committee are responsible for directing the CSA #60 funding for the maintenance of Lot 4 pond and water supply line.

Yuba County/Cal Fire requires each residence to provide a minimum 3000 gallon emergency water storage tank for the fire suppression.

No public recreation, fishing, boating or swimming is allowed in the pond.

ARTICLE 6. PROTECTION OF MORTGAGEES.

6.1. Priority of Mortgages. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first Mortgage that encumbers all or a portion of the Development, or any Lot, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates his interest, in writing, to such lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein 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 covenants, conditions and restrictions of this Declaration 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.

6.2. 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 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.

6.3. 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 is entitled to all of the rights and protections afforded to other Mortgagees.

6.4. 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 7. LIMITATION OF RESTRICTIONS ON DECLARANTS.

7.1. Sale of Development. Declarant is undertaking the sale of the Lots within the Property and may undertake work within the Property for such purpose. The completion of the sale or other disposal of the Lots is essential to the establishment and welfare of the Property. In order that such activities may be completed as rapidly as possible, nothing in this Declaration shall be understood and construed to:

A. Prevent Declarant, its contractors or subcontractors from doing on the Properties, or any part thereof, whatever is reasonably necessary or advisable in connection with the completion of such work; or

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on any parts of the Properties such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the Properties in Lots by sale, lease or otherwise; or

C. Prevent Declarant from conducting on any part of the Properties its business of completing said work and of establishing said Properties as residential development and of disposing of the Properties in Lots by sale, lease or otherwise.

7.2. Lot Line Adjustments and Creation of Easements. Declarants shall have the right at any time prior to acquisition of title by a grantee to make any Lot line adjustment and or establish additional easements, reservations and rights-of-way to itself, its successors and assigns in any conveyance of the Property or any portion thereof. Declarants or the organization for whose benefit easements, reservations and rights-of-way have been established shall have the right at any time to cut and remove any trees or branches or any other unauthorized object from such easements, reservations and rights-of-way.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1. Enforcement. Declarants, the Architectural Control Committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarants, the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Declarants, the Committee or their assigns shall have the authority to order the abatement or removal of any construction, alteration or other matter for which approval of the Architectural Control Committee is required, if the same has not been approved by the Committee or does not conform to the plans submitted. No work for which architectural approval is required shall be deemed approved simply because it has been completed without a complaint, notice of violation or injunction.

8.2. Attorneys' Fees and Costs. If any legal or equitable proceeding is brought to enforce or to restrain the violation of any of the terms, conditions, covenants or restrictions of this Declaration, or in connection with any alleged disputes, breaches, defaults or misrepresentations relating to any provision of this Declaration, the prevailing party in such action, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Declaration, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal or judgment. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

8.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.4. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 35 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless, at the commencement of any such extension period, the then Owners of 51% or more of the Lots elect to terminate this Declaration by a duly executed, acknowledged and recorded statement.

A. General. This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of not less than 67% of the voting power of the Owners.

B. Effective Date of Amendment. The amendment shall be effective upon the recordation at the Office of the Recorder of the County of an instrument setting forth the terms thereof, duly certified and executed by the holders of not less than 67% of the voting power of the Owners. Notwithstanding anything to the contrary herein contained, no such amendment shall affect the rights of the holder of any first Mortgage recorded prior to the recordation of such amendment.

C. Restriction on Amendment during First Three Years. During the first three years following the recordation of this Declaration, or until the close of escrow for the sale by Declarant of the last Lot owned by Declarant that is subject to this Declaration, whichever occurs first, the written consent of Declarant shall be required for any amendment of this Declaration to be effective.

ARTICLE 9. TERMINATION OF ANY RESPONSIBILITY OF DECLARANTS

If Declarants shall convey all of its rights, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, Declarants shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of Declarants. This article shall not terminate any responsibility of Declarants for acts or omissions occurring prior to the conveyance to such partnership, individual or individuals, corporation or corporations.

14

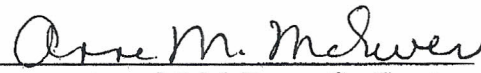
However, this shall not limit Declarants right to enter into a contract or agreement dealing with such acts or omissions providing the contract or agreement is enforced by Declarants, if necessary.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand this 12th day of NOVEMBER, 2015.

Dated: NOVEMBER 12, 2015

Declarants:
Mark J. McEwen and Anne M. McEwen, "Co-Trustees" of the M & A McEwen Revocable Trust, under instrument dated July 24, 2008

By: 
Mark J. McEwen, Co-Trustee

By: 
Anne M. McEwen, Co-Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Sutter)

On November 12, 2015 before me, Ginger Harris, Notary Public, personally appeared Mark J. McEwen and Anne M. McEwen

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.

Signature Ginger Harris



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

16/16

EXHIBIT A

**FIRST AMENDED AND COMPLETELY RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

Spring Valley Meadows

All that real property in the County of Yuba, California as described as:

LOTS 1 THROUGH 9, INCLUSIVE, AS SHOWN UPON THE TRACT MAP NO. 95-569
FILED IN THE OFFICE OF THE COUNTY RECORDER OF YUBA COUNTY,
CALIFORNIA, ON SEPTEMBER 25, 1996, IN BOOK 67 OF MAPS, PAGE 32.