

94043
Return to: H J L Bosman
320 Hatch Drive
Foster City, Ca
94404

1908

INDEXED
BOOK 775 PAGE 71
RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
at 15 min past 9 o'clock
FEB 8 1979
OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA
FLOYD A. HICKS
Fes # 13- Recorder

DECLARATION OF

ROAD MAINTENANCE ASSOCIATION

THIS DECLARATION is made by the undersigned, herein-
after collectively referred to as Declarant, as record owners of
real property in the County of Tehama, State of California,
which is delineated as the property described in Schedule A
attached hereto, which schedule is incorporated and made a part
hereof, referred to as the Properties, for the purpose of creating
Common Easements and to establish a Property Owners Association
that will maintain and upgrade the private common facilities and
in such regard, Declarant hereby declares that all of the Prop-
erties shall be held, sold and conveyed subject to the following
easements, restrictions, covenants and conditions which are for
the purpose of protecting the value and desirability of, and which
shall run with, the real property and be binding on all parties
having any right, title or interest in the Properties or any part
thereof, their heirs, successors and assigns, and shall inure to
the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. The term "Association" as used herein, shall mean
and refer to the River View Heights Property Owners Association, a
nonprofit association, and its successors and assigns.
2. The term "Owner" as used herein, shall mean and refer

to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, or a buyer under a contract of sale, but excluding those having such interest merely as security for the performance of an obligation.

3. The term "Properties" as used herein, shall mean and refer to any parcel, lot, or other portion of said Schedule A and river front lots and such contiguous additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. The term "Covenants" as used herein, shall refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

5. The term "Common Easements" as used herein, shall mean the easements and right of way delineated on Schedule A and by deeds, and commonly referred to as River Heights Drive and Lake.

ARTICLE II

COMMON EASEMENTS

There is hereby created and established, easements over the Properties as delineated on said Schedule A and by deed for the river lots and commonly referred to as River Heights Drive and Lake. The easements shall be for the purpose of ingress, egress, recreation and the installation, maintenance and repair of the roadway, utilities, dam and lake. The easements shall be solely for the benefit of all present and future owners of all or any portion of the Properties, including holders of security interests.

The easement shall be mutual, reciprocal and interdependent between all of the present and future owners of all or a portion of the properties.

The easements created are for the benefit of the owners and this Declaration is not intended to constitute a declaration or offer for public use, but rather is intended for the private use of the owners described herein. The easements created shall inure to the benefit of and shall be binding upon the successors in title to any or all of the Properties and the easements created herein shall be appurtenant to all or any portion of the property described herein.

ARTICLE III

MANAGEMENT

1. All powers relating to management, operation and maintenance of the Common Facilities as well as certain rights, duties and powers relating to the remainder of the Properties, shall be vested in the Association. The Association may, from time to time, adopt rules and regulations concerning the Properties in conformance with the general purposes for the establishment of these Covenants.

2. Every person who acquires title, legal or equitable, to any of the properties shall become a member of the Association; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation. Each person who becomes a member of the Association shall pay an initial transfer

and initiation fee of \$25.00, for each separate parcel of the Properties acquired by that person. Owners shall be entitled to one vote for each lot and/or parcel of the Properties in which they hold an interest so long as such owner is not delinquent in the payment of any dues or other assessments by the Association. When more than one person holds such interest in any lot, all such persons shall be members of the Association. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot of the Properties.

3. The Association may employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Facilities and other areas which the Association may acquire and to discharge its other duties as herein provided.

4. The Association shall be responsible for the maintenance, repair and upkeep of River Heights Drive, the lake within River View Heights and its shore easement, the dam and the spillway. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such Common Facilities and such other Properties within the Properties as it may from time to time own. The Association shall maintain adequate liability insurance on the Common Facilities as may be necessary to protect the interest of the owners,

5. The Declarant and each subsequent owner of any parcel of the Properties by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, it is deemed to covenant and agree to pay to the Association such annual assessments or charges (hereinafter called the maintenance and upgrade fund payments) and such special assessments for capital improvements, such assessments to be established and collected as provided in the By-Laws of the Association, except that all assessments shall be prorated among the owners in the same manner that votes are allocated (per Article III, 2.). As an initial maintenance and upgrade fund payment, each owner covenants and agrees to pay \$100 per year per lot of the Properties owned. Said maintenance and upgrade fund payments are personal obligations of that particular person who owned the lot on January 1 of that year. Said obligations are due on the first of January and delinquent on the 31st of January of each year.

ARTICLE IV

AMENDMENTS

The provisions of this Declaration may be amended from time to time upon a majority vote of the owners entitled to vote.

ARTICLE V

ACTIVITIES OF ASSOCIATION

1. The Association shall be formed and shall exist only for the convenience of the owners to assist with the maintenance and upgrading of the Properties and to carry out the general purposes of the owners. The Association shall not engage in any

business or profit-making activities, but shall exist only as an arrangement for the purpose of protecting the property interests of the members.

2. The sold income of the Association shall be derived from assessments received from individual members.

3. The Association may do any and all other acts and things that a non-profit Association is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth. Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all the owners or any of them, or at all.

4. The Association shall be governed by a three (3) person Board of Directors to be selected annually on or before the first Monday in March from among the owners. Any vacancy among the Board of Directors may be filled by appointment by the Board of Directors. The Directors shall be elected and may be removed by a majority of the votes cast by the owners. Each Director shall be elected for a term of one (1) year but shall continue to serve until his/her successor is selected. The Board of Directors shall have the power to manage the affairs of the Association and make any assessment or increase or decrease any dues or maintenance payment after the initial year, provided that there shall be no increase of more than twenty percent (20%) in any one (1) year without the approval of a majority of the owners.

5. The Directors shall meet at least semi-annually at

such places and times as the Board elects. A quorum at any such meeting shall require a majority of Directors. On all matters requiring a vote by the Directors, a majority vote of the Directors present at the meeting shall control. Written notice of all meetings of the Directors shall be given each Director at least five (5) days in advance; provided, however, any Director may waive the necessity of notice.

6. All matters requiring an Association vote shall be determined by a majority vote of those present or represented by proxy. Such vote may either be in writing or by a majority of those present at any meeting of the Association called by the Board of Directors or any owner with at least fifteen (15) days prior written notice to all owners who have registered their addresses with the Association. A majority of the owners must be present or represented by proxy to constitute a quorum.

ARTICLE VI

TERMINABILITY

It is contemplated by the Association that the road will be periodically improved and upgraded until constructed to 10- Standards per the Tehama County Land Division Standards.

ARTICLE VII

SEVERABILITY

Should any of the covenants contained in this Declaration be void or become unenforceable in law or in equity, the remaining portions of this Declaration shall nevertheless be and remain in full force and effect.

ARTICLE VIII

ANNEXATION

Additional land or common area may be annexed to the Properties with the consent of a majority of owners entitled to vote.

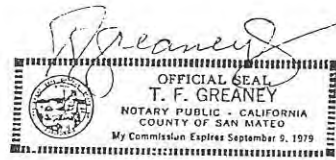
IN WITNESS WHEREOF, this instrument is executed this 16 day of November, 1978.

Hendrikus J. L. Bosman Donna Dae Bosman
Hendrikus J. L. Bosman Donna Dae Bosman

Arthur H. Shooter Marilyn S. Shooter
Arthur H. Shooter Marilyn S. Shooter

C. S. COMPANY

BY Hendrikus J. L. Bosman Arthur H. Shooter
Hendrikus J. L. Bosman Arthur H. Shooter



Seal

TO 447 CA (4-73)
(Individual)

STATE OF CALIFORNIA
COUNTY OF San Mateo } SS.

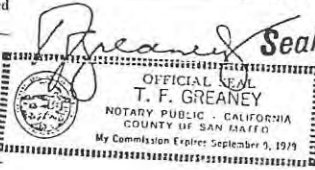


On November 16, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Marilyn S. Shooter

to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature _____
T. F. Greaney
Name (Typed or Printed)



(This area for official notarial seal)

TO 1844 CA (8-74)
(Individual)

STATE OF CALIFORNIA
COUNTY OF San Mateo } SS.

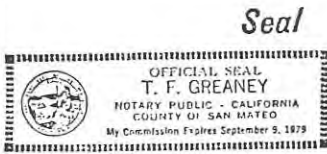


On November 16, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Hendrikus J. L. Bosman

to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature _____
T. F. Greaney



(This area for official notarial seal)

TO 447 CA (4-73)
(Individual)

STATE OF CALIFORNIA
COUNTY OF San Mateo } SS.

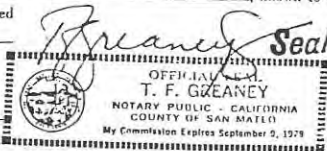


On November 16, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Donna Dae Bosman

to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature _____
Name (Typed or Printed)



(This area for official notarial seal)

TO 442 CA (3-75)
(Partnership)



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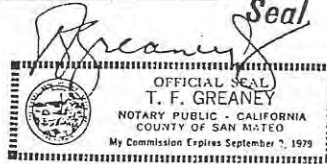
STATE OF CALIFORNIA }
COUNTY OF San Mateo } SS.
On November 16, 1978

before me, the undersigned, a Notary Public in and for said State, personally appeared
Hendrikus J. L. Bosman

to be one of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature _____
T. F. Greaney
Name (Typed or Printed)



(This area for official notarial seal)

TO 442 CA (3-75)
(Partnership)



STAPLE HERE

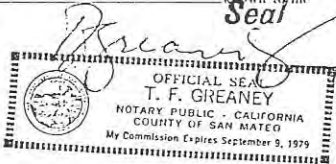
STATE OF CALIFORNIA }
COUNTY OF San Mateo } SS.
On November 16, 1978

before me, the undersigned, a Notary Public in and for said State, personally appeared
Arthur H. Shooter

to be one of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature _____
T. F. Greaney
Name (Typed or Printed)



(This area for official notarial seal)

TO 1244 CA (8-74)
(Individual)



STAPLE HERE

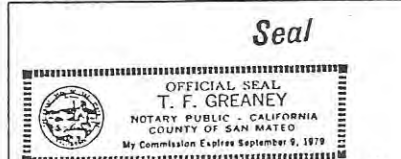
STATE OF CALIFORNIA }
COUNTY OF San Mateo } SS.
On November 16, 1978

before me, the undersigned, a Notary Public in and for said
State, personally appeared
Arthur H. Shooter

to be the person _____ whose name is _____
subscribed to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature T. F. Greaney



(This area for official notarial seal)

BOOK 775 PAGE 80

DESCRIPTION

The land referred to herein is situated in the unincorporated area, Tehama County, California:

PARCEL ONE:

Parcels 1, 2 and 3 of Parcel Map No. 78-73 filed in the Tehama County Recorder's Office on FEB. 8, 1979 in Book 5 of Parcel Maps, at page 199.

PARCEL TWO:

BEGINNING at the Northeast corner of Lot 1 in Block C of Bend Ferry Subdivision, Unite No. 1, filed in the Tehama County Recorder's Office, October 10, 1967 in Book P of Maps, at page 18; thence South 0° 24' 39" West, 497.44 feet to the Southeast corner of said lot; thence continuing South 0° 24' 39" West, 89.75 feet; thence South 0° 25' 49" West, 113.56 feet; thence North 89° 34' 11" West, 81.35 feet; thence South 36° 02' 46" West, 434.00 feet; thence along a tangent curve concave to the North having a radius of 300.00 feet, a distance of 100.60 feet; thence South 55° 15' 32" West, 146.29 feet; thence along a tangent curve concave to the South having a radius of 400.00 feet, a distance of 381.61 feet, to the most Easterly corner of Parcel 3 of Parcel Map No. 78-73 filed in the Tehama County Recorder's Office on FEB. 8, 1979 in Book 5 of Parcel Maps, at page 197; thence along the Northeast line of said Parcel 3, North 34° 56' 18" West, 406.31 feet and North 33° 23' 00" West, 410 feet, more or less, to the mean low water line of the Sacramento River; thence North-easterly along said water line to a point that is North 00° 24' 39" East from the point of beginning; thence South 00° 24' 39" West to the point of beginning.

"COMMON EASEMENTS"

River Heights Drive and Lake Easement as shown on Parcel Map No. 78-73 filed in the Tehama County Recorder's Office on FEB. 8, 1979 in Book 5 of Parcel Maps, at page 197.

SCHEDULE A

94093
Return to:H. J. L. Bosman
320 Hatch Dr.
Foster City
Ca 94024

1909

INDEXED
BOOK 775 PAGE 82
RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
at 15 min past 9 a.m.
FEB 8 1979
OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA
FLOYD A. HICKS
Recorder

RIVER VIEW HEIGHTS

DECLARATION OF RESTRICTIONS

WHEREAS, HENDRIKUS J. L. BOSMAN, also known as H. J. L. BOSMAN and DONNA DAE BOSMAN, also known as DONNA BOSMAN, his wife; ARTHUR H. SHOOTER and MARILYN S. SHOOTER, his wife; and C. S. COMPANY, a Partnership, are the owners of the real property described in Schedule A hereto; and

WHEREAS, it is the desire and intention of the owners to sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the land described in Exhibit A and the future owners of those lands;

NOW, THEREFORE, the owners hereby declare 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 and covenants, all of which are declared and agreed to be in furtherance of a plan for the division, improvement and sale of the lands 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 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.

SAID CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS:

1. That all lots in said area shall be used, occupied and improved as single family residence lots with not less than 1950 square feet in the living area exclusive of carports, garage, covered porches, patios, etc.

A. Water Wells, Sewage and Plumbing. All buildings shall have a septic tank and leaching pit or trench as may be required by the State of California Department of Public Health or the County of Tehama, and must have complete interior plumbing installations before occupancy. No leaching field or drain field shall be constructed within 100 feet of any well.

B. Livestock. An owner or occupant shall not keep or maintain any livestock, swine, goats or fowl on any residential lot or parcel except that the owners of Parcels 1, 2 and 3 of said Parcel Map 78-73 shall be allowed to keep or maintain not more than two horses, sheep or cows per acre or portion of an acre in the aggregate. The owner of any parcel under four acres shall be allowed to keep or maintain one horse, sheep or cow per acre or portion of an acre in the aggregate. Dogs, cats or other household pets may be kept on all lots provided they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers.

C. Signs. No owner or occupant shall permit or cause to be erected a sign, advertisement, billboard or advertising structure or device of any kind on any lot or parcel except that temporary signs for houses to be sold or exhibited may be erected and maintained for one (1) period of ninety (90) days.

D. Building Exterior. The exterior portions of all buildings which are constructed of wood, stucco or cement shall be painted or stained immediately upon completion or shall have color mixed in the final structural applications. Colors must blend and harmonize with the landscape and adjacent homes.

E. Lot Subdivision. Parcels 1, 2 and 3 of said Parcel Map 78-73 may be divided into parcels of four acres or larger.

F. Temporary Buildings. No temporary buildings, basement, cellar, tent, shack, mobile home, garage or other outbuilding or structure shall be used for human habitation.

G. Storage of Tools and Trash. The storage of tools, tractors, boats, recreational vehicles, campers, house trailers, landscape instruments, household effects, machinery or machinery parts, empty or filled containers, boxes or bags, trash, materials or other miscellaneous items that, in appearance, detract from the aesthetic values of the property, shall be so placed and stored as to be concealed from view from public rights of way, river, and from any adjoining lot.

H. Trees. Existing trees shall not be cut, mutilated or defaced unless their removal or trimming is required to maintain the view of mountains or river; to allow room for the building of housing, pools, tennis courts, garages, etc.; or unless said trees are endangering life or property; subject, however, to any restrictions imposed by federal, state, county or other governmental agencies.

I. Occupancy. No person shall occupy any residential

unit until the same is completely finished.

J. Conditions. No destruction or alteration of wild-life habitat or construction of fences, buildings, etc., will be allowed within the State Reclamation Board's designated floodway area for the Sacramento River.

K. Commercial Business. No commercial business or trade shall be carried on upon any premises nor shall anything be done thereon which may be or may become an annoyance or nuisance.

L. Fences and Hedges. No boundary fence, wall or hedge shall have a height greater than six feet. Gates, gate posts and lamp posts may extend a reasonable distance above this limitation. Fences and walls which extend above six feet for tennis courts, etc., will have the same setbacks as buildings or structures as per Tehama County code. Tennis courts may not be constructed in full view of road or river or neighboring lots unless reasonably screened with natural growth.

M. Building Construction. No structure or building of any kind shall be moved onto any lot, nor shall any structure be placed on any such lot unless the same is originally constructed thereon, it being the intent that all construction shall be new. All buildings shall be constructed in a workmanlike manner with the exterior completed within one year after the starting date of construction.

N. Use of Lake and Surrounding Easement. The man-made lake within River View Heights shall be used only by the owners of property described in Schedule A or their immediate guests. No

power boats or power equipment of any kind, including motorcycles or other powered wheel vehicles, shall be used on said lake or on the adjacent easement surrounding said lake, excepting therefrom River Heights Drive.

2. With respect to Parcels 1, 2 and 3 of said Parcel Map 78-73, they may not be resubdivided or divided into parcels less than four acres in size, allowing one single family dwelling for each four-acre parcel, provided the persons dividing have the approval of all governmental regulatory bodies. This would allow no livestock, swine, goats or fowl on the parcel except in the aggregate one horse, sheep or cow per acre.

3. These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until November 1, 1978, at which time said conditions and covenants shall be automatically extended for successive periods of ten (10) years, unless by two-thirds vote of the owners of the lots in said tract, it is agreed to change said conditions in whole or in part.

PROVIDED FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions and covenants herein contained shall become illegal, null and void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null and void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof,

irrespective of the fact that any one or more of the other paragraphs, sections, sentences, clauses or phrases are or shall become illegal, null and void.

PROVIDED FURTHER, that if any owner of any lot in said property, or his heirs or assigns, shall violate or attempt to violate the terms, conditions and restrictions contained herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions and/or restrictions; and either to prevent him or them from committing such violations, or to recover damages or other dues for such violation.

PROVIDED FURTHER, that a breach of any of the foregoing conditions, covenants and/or restrictions shall not defeat or render invalid the lein of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants and/or restrictions shall be binding upon and effective against any owner of any lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

Hendrikus J. L. Bosman
Hendrikus J. L. Bosman

Donna Dae Bosman
Donna Dae Bosman

Arthur H. Shooter
Arthur H. Shooter

Marilyn S. Shooter
Marilyn S. Shooter

C. S. Company

By *Hendrikus J. L. Bosman*
Hendrikus J. L. Bosman

Arthur H. Shooter
Arthur H. Shooter

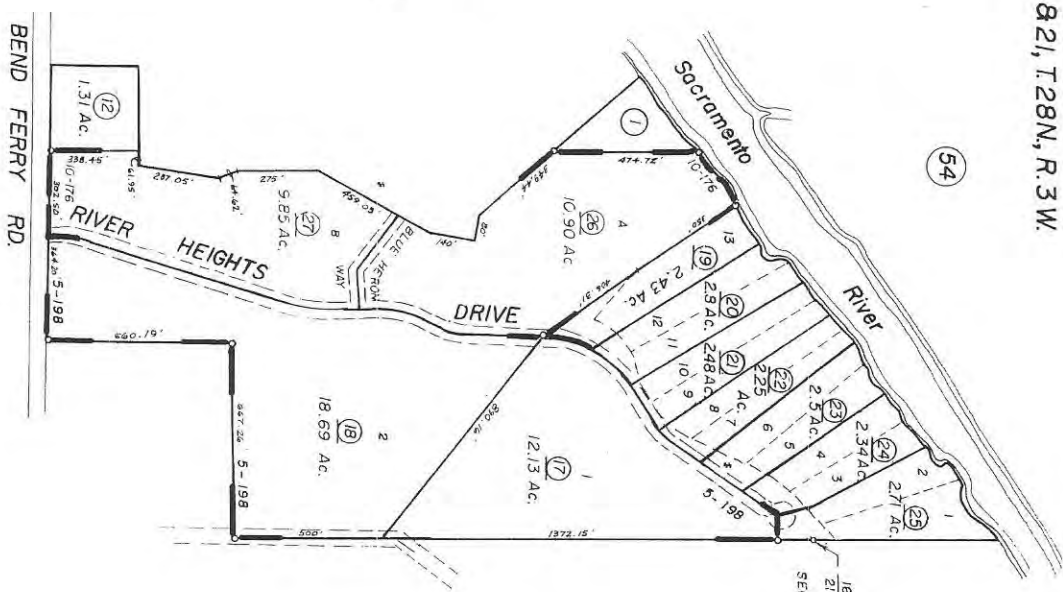


Robert S. P. 1989

POR. SECTION 16 & 21, T28N., R. 3 W.

Tax Area Code

9-46



P.M. Bk. 10, Pg. 176 - P.M. No. 91-24
R.M. Bk. P, Pg. 18 - Bend Ferry Subdivision Unit No. 1 (Revoked)
P.M. Bk. 5, Pg. 198 - P.M. No. 78-73

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 9 - Pg. 46
County of Tehama, Calif.