

Restrictions herein, if any, based on race, color, religion or national origin are deleted.

*Good Faith*

142

DECLARATION OF RESTRICTIONS

ROYAL HIGHLANDS UNIT NO. 1

*Royal Dr.  
Waverly  
United  
margatta*

H. REAS, WILLIAM R. BARNETT and JENNIFER C. BARNETT; PAUL R. JOSEPH and LUCILLE C. FROELING; and CHARLES D. CASS and ELIZABETH B. CASS, hereinafter designated as DECLARANT, are the owners of a certain subdivision and tract of land situated in the County of El Dorado, State of California, more particularly known and described as ROYAL HIGHLANDS UNIT NO. 1, the original plat of which was recorded in the Office of the County Recorder of El Dorado County in Book E of Maps, page 14.

THEY, THEREFORE, said DECLARANT hereby certifies and declares the following covenants, restrictions, reservations, servitudes, easements, and agreements subject to which said parcels of land and lots and portions thereof shall be held, used, leased, sold, and conveyed, each of which is for the benefit of said property and each and every owner thereof, both present and future, and shall apply and inure to the benefit of and bind the owners and their respective successors in interest as follows:

1. No dwelling shall be erected or placed on any of Lots No. 2 - 46, inclusive (which lots hereinafter shall be referred to as "R1" lots), having a width of less than eighty (80) feet at the minimum building set-back line or shall any dwelling be erected or placed on any "R1" lot having an area of less than sixteen thousand (16,000) square feet, except that a dwelling may be erected or placed on any original lot as shown on the recorded plat.
2. Lots having a dual frontage shall have access only from inside streets.
3. No owners, occupants, or guests shall disassemble for overhaul or repair major increments of any vehicle or its power plant on any lot or lots within said subdivision. This restriction is not intended to preclude minor repairs or tune-up performed by an owner, occupant, or guest upon his own automobile or boat but is intended to prohibit major repairs involving disassembly of large parts which may remain for several days in unenclosed spaces such as drives. No repairs of any kind shall be performed commercially on automobiles.
4. No fuel or oil may be stored in an unenclosed area on any lot or lots.
5. No buildings other than one detached single family, private residence, a private garage, or port for regular vehicles for the use of the occupants of such residence, and other usual and appropriate outbuildings, strictly incidental and appurtenant to a private residence shall be erected or maintained on any lot or plot in said subdivision.
6. No single family residence having a ground floor area exclusive of open porches, garage, car ports, or other buildings of less than 1,400 square feet shall be erected or permitted on any lot.
7. No trailer, basement, tent, shack, garage, car port, or other buildings shall be used as temporary or permanent residence, nor shall any residential structure be moved onto any lot or parcel from any other location. When the erection of a structure is once begun, the work thereon must be prosecuted diligently, and said structure must be completed within a reasonable time.
8. No buildings, fences, walls, or other permanent structure shall be erected or altered or placed on any lot in said subdivision until building plans, specifications, and plot plans showing the location of the structures on the lot have been submitted to, and approved in writing, as to construction, conformity, and harmony of external design, and as not interfering with the reasonable enjoyment of any other lot, by an Architectural Committee composed of William R. Barnett and Clifford L. Morgan. Upon failure of the committee

or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Committee, and a written receipt therefor received and/or delivered to the Committee by registered mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration. If any member of the committee resigns, or is unable to act, the DECLARANT and/or its successors, agents, or assigns shall appoint a new member to fill that vacancy. Pending such appointment, the remaining member shall discharge the functions of the Committee. At any time the DECLARANT and/or its successors, agents, or assigns may, by recorded statement, relinquish the right herein reserved to appoint and maintain the Committee and at such time the then record owners of seventy-five (75) per cent or more of the lots in said subdivision may elect and appoint a committee of three (3) or more of such owners to assume and exercise all the powers and functions of the Committee specified herein. No member of any Architectural Committee, however created, shall receive any compensation or make any charge for his services as such.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. No billboard or sign of any design shall be placed or maintained on said property without the written approval of the Architectural Committee, provided, however, that notwithstanding anything to the contrary contained in this instrument, the DECLARANT and its successors, agents, or assigns, may place or erect and maintain customary signs and offices for itself or its accredited agents upon said property, and such signs and offices may be moved from time to time to other locations on said property.

11. No derrick or other structure designated for use in boring, mining, or quarrying for oil or natural gas or minerals shall ever be erected, placed, maintained, or permitted to remain upon any lot in said tract.

12. No owners or occupants of any lot or plot in said subdivision shall place, store, park, or keep house-trailers or commercial-type vehicles of any kind on said premises, nor park said commercial-type vehicles in the street.

13. No parking shall be permitted upon any lot or lots unless construction of an approved dwelling is underway and/or has been completed. No building materials of any kind may be stored on any lot or lots longer than ninety (90) days without being incorporated into an approved structure.

14. No owners or occupants of any lot or plot in said subdivision may place, store, or keep building materials or appliances (except during the course of construction or remodeling which has been approved by the Architectural Committee) or other materials of any nature which detract from the residential character and esthetic appearance of the neighborhood, or shall owners or occupants place, store, or keep unsightly boxes, bottles, or cans on premises unless kept at rear of lot, enclosed by fencing so that such unsightly objects may not be visible from the street or which said lot or plot fronts, or, if a corner lot, from front and side streets.

15. No owners or occupants shall create a nuisance to the neighborhood. For the purpose of this Declaration of Tract Restrictions, the word "nuisance" shall be defined as the commission of any act which shall be offensive to the DECLARANT, its successors, agents, or assigns, and/or seventy-five (75) per cent of the owners of property within a two hundred fifty (250) foot radius from the perimeter of any lot or parcel from which said nuisance may be created. The existence of such nuisance shall be determined when the DECLARANT, its successors, agents, or assigns, and/or seventy-five (75) per cent of the owners of property within the herein prescribed radius of the nuisance shall sign a notice addressed to and delivered to the owners of any lot or parcel on which such a nuisance is created, advising that the nuisance exists and requesting immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners of any lot or parcel creating such nuisance, the notifying lot owners and/or DECLARANT, its successors, agents, or assigns may by appropriate proceedings institute legal action to enforce abatement.

16. Any breach or violation of any of the conditions herein contained may be enjoined, abated, or remedied by appropriate proceedings by any owner or owners of a lot or lots in said subdivision and any damages for any breach of the terms, restrictions, and provisions of this Declaration are hereby declared not to be adequate compensation, and the continuation thereof may be enjoined, or abated by appropriate proceedings by the DECLARANT, its successors, agents, or assigns, or by the owner or owners of any other lot or lots in said subdivision.

17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and side ten (10) feet of each lot.

18. If any restrictive covenant or condition herein specified, or any part thereof is invalid or for any reason becomes unenforceable, no other restriction, covenant, or condition, or any part thereof, shall become affected or impaired thereby.

19. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any mortgage or Deed of Trust, made in good faith and value, shall hereinafter be held subject to all of the restrictions and provisions hereof.

20. No lot in said tract shall be subdivided to front on any other street than that on which it now fronts.

21. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of the lots or parcels in said subdivision and failure by the DECLARANT, its successors, agents, or assigns, or any other person or persons entitled so to do, to enforce any measure or provision upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right so to do.

22. These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until June 1, 2010, which time the same shall be automatically extended for successive periods of ten (10) years unless by a duly and recorded statement, the then owners of sixty (60) per cent or more of said lots in said subdivision, shown on the recorded map thereof, elect to terminate or amend said restrictions in whole or in part.

23. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a Deed or a contract of sale or agreement to purchase, accepts the same subject to all of the covenants, restrictions, easements, and agreements set forth in this Declaration, and agrees to be bound by same.

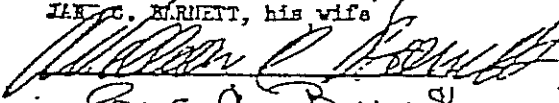
24. Nothing contained in this Declaration shall operate or be construed to prevent the use of any portion of BEALL HIGHLANDS UNIT NO. 1 for improvement by use of any Public Improvement District.

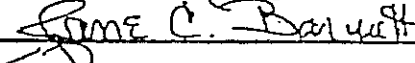
25. No delay or omission on the part of the DECLARANT, its successors, agents, or assigns, in interest or on the part of the owner or owners of any of said lots, in exercising any right, power, or remedy herein provided in the event of any breach of said conditions herein contained, shall be considered as a waiver thereof, or acquiescence therein.

Dated this 28th day of June, 19 68.

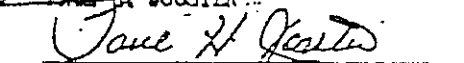
DECLARANT

WILLIAM H. BARNETT and  
JANE C. BARNETT, his wife

  
William H. Barnett

  
Jane C. Barnett

PAUL H. JOOSTEN...

  
Paul H. Joosten

LUCILLE C. FRUHLING

Lucille C. Fruhling

CHARLES D. CASS and  
ELIZABETH B. CASS, his wife


Charles D. Cass  
Elizabeth B. Cass

STATE OF CALIFORNIA

County of EL DORADO

On this 28th day of JUNE, 19 68, before me,  
CHARLES SORENSEN, a Notary Public in and for said County and  
State, personally appeared WILLIAM R. BARNETT, JANE C. BARNETT, PAUL H. JOOSTEN,  
LUCILLE C. FRUHLING, CHARLES D. CASS AND ELIZABETH B. CASS

known to me to be the persons who executed the foregoing instrument, and  
acknowledged to me that said persons executed the same.

  
CHARLES SORENSEN  
Notary Public in and for said  
County and State  
My Commission Expires \_\_\_\_\_  
BY COMMISSION EXPIRES AUGUST 21 1971

OFFICIAL RECORDS ✓  
EL DORADO COUNTY-CALIF  
RECORD REQUESTED BY  
IAHOF TITLE GUARANTY CO.  
JUN 24 12 PM 1968  
JAMES W. SWEENEY  
COUNTY RECORDER