

Covenants Of  
**PLACER TITLE COMPANY**  
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Sacramento, California 95825

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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BAR J RANCH UNIT #6

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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAR J RANCH UNIT #6

THIS DECLARATION is made on the date hereinafter set forth by Lenore K. Aizenberg, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property in the County of El Dorado, State of California, which is described as follows:

BAR J RANCH UNIT NUMBER 6, the final map of which was filed with the Board of Supervisors of El Dorado County on the 12th day of September, 1989.

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS.

1.01 The "Committee" shall mean the Architectural Control Committee created pursuant to Article 2.26 hereof.

1.02 The "Declarant" shall mean and refer to Lenore K. Aizenberg, Inc., and its successors and assigns who are assigned in writing all or part of Declarants powers and responsibilities for all or a specific area or portion of the subdivision and who accept such powers and responsibilities in writing.

1.03 The "development" or the "property" or "properties" shall mean and refer to all that certain real property which is described above and such additions thereto.

1.04 "FNMA" shall mean and refer to the Federal National Mortgage Association.

1.05 A "lot" shall mean and refer to any of the separate plots of land shown upon any recorded subdivision map of the properties.

1.06 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" as a mortgagee that is the bank of 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.

1.07 The "owner" shall mean and refer to 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.

1.08 A "unit" or "dwelling unit" or "residence unit" shall mean and refer to the improvements constructed on an individual lot.

## ARTICLE 2 USE RESTRICTIONS.

2.01 Residential Use. No lot, nor any portion thereof, shall be used for any purpose other than one single-family residence. Except as otherwise provided in this declaration, with respect to Declarant's development and sales activities, nor 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 or other such nonresidential purpose. Notwithstanding the foregoing, no restrictions contained in this Article shall be construed in such a manner as to prohibit any Owner from (a) maintaining his personal library therein; (b) keeping his personal business records or accounts herein; (c) handling his personal or business telephone calls or correspondence therefrom; or (d) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special permit or specific government authorization. Such uses are expressly declared to be customarily incidental to the principal residential use and not in violation of any provision of the Article.

2.02 Subdivision of Existing Lots. No lot shall be further subdivided.

2.03 Rental. The development is designed and intended as an owner-occupied, residential development and no owner shall rent, lease, or otherwise delegate the use and occupation of his

lot except upon all the following terms and conditions:

(a) Improvements and developments within the subdivision shall be limited to residential dwellings, associated parking, garages, roads and access ways, service facilities and all public and private service and utility facility related to such uses including but not limited to drainage, sewer, gas, water, electric and communication facilities. No house or dwelling unit shall be used as a boarding house or divided into apartments or rooms for rental purposes. This subsection does not prevent the rental or lease of the entire lot by the owner thereof but any such rental or lease must be by written agreement which requires the tenant to observe these restrictions and makes a breach of these restrictions a breach of such rental agreement or lease. No house or dwelling shall be used for hotel or transient purposes.

2.04 Offensive Activities: Nuisances. No noxious or offensive activity shall be carried on within the properties, nor shall anything be done 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. Without limiting any of the foregoing, no owner shall permit noise, including but not limited to, the barking of dogs, and the excessive playing of music systems, to emanate from the owner's lot, which would unreasonably disturb another member's quiet enjoyment of his lot.

2.05 Setback Lines. No building shall be erected on any lot in violation of applicable County setback requirements, and the location of each building, in addition, shall be subject to the prior written approval of the Committee.

2.06 New Construction. The improvements on each lot shall be new construction, and no house or any other building or improvement which has been moved from any other location either within or without the properties shall be placed or maintained on any lot.

2.07 Completion of Construction. Once construction has begun on any lot, work thereon must be pursued diligently and, subject to weather conditions, strikes and acts of God, shall be diligently prosecuted until the improvements being constructed are completed.

2.08 Reconstruction. The owner of any building damaged or destroyed by fire, explosions, or any other disaster shall repair, reconstruct or completely remove the building within six months from the time of the damage or destruction. All plans for repair or reconstruction shall be subject to review and approved by the Committee, the same as if they were for new construction. Repairs and reconstruction or removal shall be diligently prosecuted in accordance with Section 2.07.

2.09 Carports and Breezeways. All garage and storage areas shall be entirely enclosed with appropriate doors for access. However, with the prior written approval of the Committee, carports or breezeways may be utilized, provided that its use enhances the overall architectural design of the residence.

2.10 Roofs. All structures built shall have a tile or shake roof, of light, medium or heavy butt classification, except where the Committee has approved a contemporary styled home.

2.11 Exterior Treatment. All homes constructed on the lots shall be painted or stained with products and colors approved by the Committee.

2.12 Square Footage of Homes. All single-family residences must have a finished floor area, exclusive of porches, garages and overhangings, with a minimum of 2100 square feet.

2.13 Vehicles. No mobile home, motor home, recreational vehicle, or similar facility or structure shall be kept, placed, maintained, or fixed upon any property at any time unless it is unoccupied, unused for dwelling purposes and is placed so that it is screened from streets and neighboring property. The Committee can by rule provide for the placement and screening of mobile homes. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these restrictions. No vehicle or equipment of any kind or nature shall be overhauled or repaired on any lot or in, or on any street adjacent thereto unless the same be fully enclosed in a garage or other outbuilding approved by the Committee.

2.14 Fertilizing Materials. No occupant or owner of any of the lots within the subject subdivision shall store or permit to be stored upon his property or adjoining properties any quantities of manure, composting materials and decaying vegetation matter in such quantities as to attract household pests or constitute an injury to the person or property of any other owner. Nor shall any such materials be stored in a manner so as to create obnoxious odors.

2.15 Care of Lots. No weeds, underbrush or any other unsightly growth shall be permitted to grow or remain on the front of any lot in the properties. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain on the front of any lot. In the event of the owner of any lot in the subdivision failing or refusing to keep the front of said lot free of weeds, underbrush or refuse piles, or other unsightly growth or objects, then the Committee or its successors and assigns shall have the right to enter upon the land and remove the same at the expense of the owner, who shall repay said Committee for said

expense in full upon demand. Such entry shall not be deemed a trespass by said Committee or their duly authorized representative. This section shall not apply to those portions of any lot encumbered by an easement or right-of-way which is maintained by a utility company, or governmental agency.

2.16 Fences. No fences shall be erected on any portion of the lot without the approval of the Committee, except where necessary to immediately enclose a swimming pool or tennis court.

2.17 Mailboxes. The Committee shall have authority by rule to prescribe the design, color and location of any such mailbox, whether it be street curb mailboxes, a cluster of boxes, or community mailboxes.

2.18 Signs. No sign of any kind shall be displayed to the public view on or from any lot without the approval of the Committee. However, one sign of customary and reasonable dimensions advertising a lot for sale or for rent may be placed within each lot without the approval of the Committee. In addition, during the period of Declarant's sales program, the Declarant may use signs which Declarant deems necessary and appropriate to advertise the development and which comply with local planning regulations and/or review requirements.

2.19 Antenna, External Fixtures, etc. No television or radio poles, antenna, flag poles, clotheslines, basketball standards, or other external fixtures other than the approved by the Committee, and any replacements shall be construed, erected or maintained on the exterior or any structure. All types of refrigerating, cooling, heating and water filtering or any other similar equipment must be concealed from public view and shall not be installed on any roof. The Committee may approve certain types of solar water heaters if they are constructed as an integral part of the roof. The use of solar water heaters will be strictly monitored.

2.20 Animals. No animals, reptiles, rodents, live stock or poultry shall be raised, bred or kept for commercial purposes in any lot or elsewhere within the development. Owners may keep household pets provided they are not kept, bred or maintained for commercial purposes. The Committee can prohibit maintenance of any animal which, in the sole and exclusive option of the Committee, constitutes a nuisance or health hazard to any other owner. Each person bringing or keeping a pet on the development shall be absolutely and strictly liable to other owners, their family members, guests, invitees, tenants, and contract purchasers, and their respective family members, guests, and invitees, for any injury to persons or damage to property caused by any pet brought on or kept on the development by such person or by members of his family, his guests-or invitees.

2.21 Trash. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be kept where they are visible from any neighboring lot, except as may reasonably be necessary in connection with the collection thereof by the garbage collector. No portion of any lot shall be used for the storage of building materials or other materials in connection with approved construction.

2.22 Exterior Alterations: Additional Structures. No owner shall make or permit to be made, at his expense or otherwise, any alterations or modifications to the exterior of the buildings or other improvements situated within the development, without the prior written consent of the architectural control Committee. No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2.23 Compliance with Laws, etc. Nothing shall be done or kept in any lot or dwelling unit that might increase the rate of, or cause the cancellation of insurance of adjoining properties, 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.

2.24 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 over driveways or passages leading to their respective garages.

2.25 Owners Landscaping. Within 30 days after occupancy, or if not occupied, 90 days after Notice of Completion, subject to weather conditions, all residences on all lots within the properties shall be landscaped. Said landscaping shall be installed and maintained thereafter as well or better than the average residence in the overall subdivision. No owner shall landscape his front yard until the owner shall have submitted conceptual landscaping plans to the Committee and received such Committee's approval. Such plans shall be submitted with the plans and specifications for the dwelling structure. No owner shall alter the grade of the land within his lot without the prior written approval of the Committee.

2.26 Architectural Control. The purpose of this declaration is to preserve the inherent natural beauty of the area while fostering development therein which is harmonious, aesthetically pleasing and has conformity to establish the best market values. Achievement of those aesthetic goals is the function of the architectural control Committee, through enforcement of the provisions of this declaration, the review of plans and specifications submitted for approval, and by inspection of actual construction and progress to insure conformity with the

plans and specifications approved. Declarant does not intend to prevent individual owners from building structures of their own choice, but rather to protect the owners as a whole, and each individual owner, from undesirable construction.

2.27 Submittal. All submittals to the Committee shall be professionally prepared by an architect, building designer, landscape architect or similarly qualified person. The plans submitted must be complete and accurately display the proposed construction. The Committee, may, without prejudice, reject any plan which it determines to be incomplete or difficult to evaluate.

2.28 Approval Required. No building, awning, or structure of any type shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made, and no plans shall be submitted to the County for approval, until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted and approved in writing by the Committee as to harmony of external design and location in relation to the entire development. The submittal shall also include conceptual front landscaping plans. The owner shall also submit samples of such materials upon a written request therefor by the Committee. Approval or disapproval shall be by a majority of the Committee. If the Committee fails to approve or disapprove such proposed design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

The request for approval and relevant materials shall be deemed submitted as of the date when they are personally delivered or mailed to the Committee with postage fully prepaid. The address of the initial Committee referred to below is:

BAR J RANCH UNIT NUMBER 6 c/o Lenora K. Aizenberg, Inc., 828 University Avenue, Sacramento, California 95825.

2.29 Committee. The Committee shall have two (2) members. The initial members of the Committee appointed by the Declarant shall be: LENORE K. AIZENBERG and RONALD R. KING.

Neither the Committee nor any member thereof shall be liable to any owner for damages, loss or prejudice suffered or claimed on account of (i) the approval of any plans, drawings, and specifications, whether or not defective (ii) the construction or performance of any work, whether or not pursuant to any approved plans, drawings, and specifications (iii) the development, or manner of development of any property within the subdivision. The Committee, or any member thereof, may, but is not required to, consult with any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Committee.

2.30 Enforcement.

A. 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 does not conform to the plans and specifications submitted as approved by the Committee. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work.

B. The failure of any owner to comply with any provision of this declaration shall give rise to a cause of action by the Committee or any aggrieved owner for the recovery of damages or for injunctive relief, or both.

C. If any legal proceeding is initiated to enforce the provision of this declaration, the prevailing party shall be entitled to collection costs and reasonable attorneys fees.

ARTICLE 3 PROTECTION OF MORTGAGES.

3.01 Mortgage Permitted. Any owner may encumber his lot with a mortgage.

3.02 Priority of Mortgages. No breach of the covenants, conditions and restrictions contained in this declaration, nor the enforcement of any provision herein, shall affect, impair, defeat or render invalid the lien of any mortgage of deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the title to any property acquired through foreclosure or sale of any mortgage or deed of trust and shall be held subject to all of the provisions hereof.

3.03 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.

3.04 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.

## ARTICLE 4            LIMITATION OF RESTRICTIONS ON DECLARANT.

4.01    Completion and Sale of Development.    Declarant is undertaking the work of construction residential lots and incidental improvements upon the property. The completion of that work and the sale or other disposal of the lots is essential to the establishment and welfare of the property. In order that such work 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; or

D.    Prevent Declarant from maintaining such sign or signs on any of the properties owned by the Declarant as may be necessary for the sale, lease or disposition thereof.

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 or five (5) years following the original issuance by the California Department of Real Estate of a Public Report for the development, whichever occurs first.

4.02    Creation of Easements.    Declarant shall have the right at any time prior to acquisition of title by a grantee to establish additional easements, and rights of way to itself, its successors and assigns in any conveyance of the property or any portion thereof. Declarant or the organization for whose benefit easements, and rights of way have been established shall have the right at any time to cut and remove trees or branches or any other unauthorized object from such easement, and rights of way as may be necessary to develop this subdivision for residential purposes.

## ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.01 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.

5.02 Term. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years, unless rescinded or revoked by the written consent of Sixty-six and two-thirds (66-2/3%) percent of the then record owners of lots covered by this Declaration. Such rescission shall become effective upon recordation in the office of the Yolo County Recorder.

5.03 Amendment. This Declaration may be amended by the written consent of Sixty-six and two-thirds (66-2/3%) percent of the then record owners of lots covered by this Declaration. Such amendment shall become effective upon recordation in the office of the Yolo County Recorder.

## ARTICLE 6 TERMINATION OF ANY RESPONSIBILITY OF DECLARATION.

In the event Declarant 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, Declarant 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 the Declarant. This article shall not terminate any responsibility of Declarant for acts or omissions occurring prior to the conveyance to such partnership, individual or individuals, corporation or corporations. However, this shall not limit Declarant's right to enter into a contract or agreement dealing with such acts or omissions providing the contract or agreement is enforced by Declarant, if necessary.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set her hand and seal this 18<sup>th</sup> day of January, 1990.

LENORE K. AIZENBERG, INC.,  
a California Corporation

Lenore K. Aizenberg  
LENORE K. AIZENBERG, PRESIDENT

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO ) ss.

On this 18<sup>th</sup> day of JANUARY, 1970, before me, a Notary Public, personally appeared LENORE K. ALLENBERG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument (DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAR-J RANCH UNIT # 6 (consisting of 11 pages)), and acknowledged that she executed it.

*Mary Shipp*  
[notary]

[seal]



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Guthrie & Guthrie  
3461 Robin Lane, Suite 2  
Cameron Park, CA 95682

AMENDMENT OF  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BAR J RANCH UNIT #6

This amendment to the Declaration of Covenants, Conditions and Restrictions for Bar J Ranch Unit #6 ("Declaration") is made with reference to the following facts:

- A. The Declaration was recorded January 24, 1990 in Book 3282, Pages 658 et seq. in the office of the County Recorder of El Dorado County;
- B. The Declaration was amended by an instrument recorded December 9, 1993 in Book 4169 at Page 701-702;
- C. Clause 5.03 provides that the Declaration may be amended with the written consent of 66 2/3% of the record owners of lots covered by the Declaration;
- D. More than 66 2/3% of the property owners of lots subject to the Declaration have consented to the Cameron Park Community Services District assuming the functions of the Architectural Control Committee described in the Declaration;
- E. The Cameron Park Community Services District is authorized by Government Code Section 61601.10 to enforce covenants, conditions and restrictions and to exercise the duties of an architectural control committee for tracts within the District;
- F. The Cameron Park Community Services District deems it to be in the public's best interest that it should assume the responsibilities for architectural control committee of the Bar J Ranch Unit #6 subdivision.

THEREFORE, SECTION 2.29 of the Declaration is hereby amended to provide that the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Cameron Park Community Services District and that Committee may be the same committee as the District appoints to perform architectural control for other tracts within Cameron Park.

Except as herein amended the Declaration shall remain in full force and effect according to its original terms.

CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Larry McBride  
LARRY McBRIDE, General Manager

STATE OF CALIFORNIA )  
  : ss  
COUNTY OF EL DORADO )

On June 4, 1998, before me, Heidi Ann Weiland,  
Notary Public, personally appeared LARRY McBRIDE, 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 executed the same in his authorized capacity, and that by his 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.

Heidi Ann Weiland

