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EL DORADO COUNTY CALIF  
RECORD REQUESTED BY:

First American Title Co.  
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LICITA "JEAN" BELL  
COUNTY RECORDER - CLERK

Recording Requested By  
and Return To:  
Winncrest Homes, Inc.  
9985 Folsom Blvd.  
Sacramento, CA 95827  
Attn: Connie S. Peach

101194-FWD

2850

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
BAR-J RANCH UNIT 9

WHEREAS, WINNCREST HOMES, INC., a California corporation, hereinafter called the Declarant, is the owner of all that parcel of land in the County of El Dorado, State of California, described as follows:

Lots 1 through 41, inclusive, as shown on the plat of "Bar-J Ranch Unit 9", according to the official plat thereof, recorded in the office of the El Dorado County Recorder in Book H of Maps, Page 84.

WHEREAS, Declarant desires to create, establish and impose certain conditions, covenants, and restrictions, and against said lots and each of them, and the purchasers and subsequent owners, thereof pursuant to and for the furtherance of a general plan or a scheme for the improvement, desirability and attractiveness. Each lot and parcel is and shall be held and conveyed subject to the following conditions, covenants, and restrictions, hereinafter contained which shall run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date these covenants are recorded, at which time the same shall be automatically extended for successive periods of ten (10) years.

Declarant hereby declares that for the purpose of this Declaration the word "lot" shall mean any numbered lot designated on the subdivision map herein referred to, and the word "plot" shall mean any parcel of land surrounding one residential building and appurtenant buildings where composed of one or more lots or a lot and a fraction of another lot or lots, and thereby creating one homestead, which parcel is fenced or otherwise monumented to show the exterior boundaries of said homestead and not include any adjacent or "lettered" parcels.

GENERAL DESIGN RESTRICTIONS: The following restrictions shall apply throughout the property:

1. Use of Lots: A lot shall not be used, nor shall any portion thereof be used, for any purpose other than a residence. However, buildings on lots owned by Declarant or its nominees may be used as models and sales offices and construction offices for the purpose of selling or construction of

dwellings on the property until all of the dwellings thereon are sold.

No single-family detached residence shall be constructed having a total finished floor space, exclusive of storage, porches and overhangs, less than 1200 square feet for a one-story or split level building, and 1350 square feet for a two-story building.

All building plans for single family detached residences shall be submitted to the Cameron Park Community Services District for architectural review and approval. Until such authorization is obtained, no building shall commence upon any lot within the subject property.

2. Setback Lines: No building shall be erected on any lot in violation of the front setback line or the side setback line adjacent to the street in the case of a corner lot as shown on the recorded plat map of the subdivision without the approval of the County of El Dorado Planning Department. Side and rear yard setbacks shall be approved by the County of El Dorado.

3. Utility Easements and Rights of Way: A utility right of way for the installation, maintenance and repair of sanitary and storm sewers, storm water ditches, natural gas lines, water pipe lines, electric power and telephone lines, street lighting systems and the necessary appurtenances thereto, as shown on the recorded map.

4. Care of Properties: All vacant lots in this subdivision shall at all times be kept free of rubbish and litter, weeds and grass shall be disked out or kept well mown so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and slightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical homes in the subdivision.

5. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage of such materials shall be kept in a clean and sanitary condition in the garage or behind a fence.

6. Unsightly Items: All weeds, rubbish, debris, objects or materials of any kind shall be regularly removed from the lots and parcels and shall not be allowed to accumulate thereon. All clotheslines, storage areas, machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining streets or lots by a fence or appropriate screen. No lot shall be used as a storage or dumping ground for inoperative vehicles.

7. Offensive Activities: No owners nor 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 seventy-five (75) percent of the owners of property within a two hundred fifty (250) foot radius from the perimeter of any lot or parcel from which such nuisance may be created. The existence of such nuisance shall be determined when seventy-five (75) percent of the owners of the property within the herein prescribed radius of the nuisance or the Declarant, as long as he shall own any lots or parcels, 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 request 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 on which such a nuisance is created if such nuisance is not abated then Declarant or any owner of a lot or parcel in this tract may by appropriate proceeding, institute legal action to enforce abatement.

8. Owner's Maintenance Obligations: Except as may be provided in any supplemental declaration, each Owner shall be responsible for maintenance and repair of any structure which may be constructed or installed upon his lot or parcel, and/or his yard area. Such maintenance and repair shall be comparable to new construction within the area. Without limiting the generality of the foregoing, and except as may be provided in supplemental declarations referred to above, all repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and maintenance of all yard areas shall be the Owner's responsibility.

9. Dwelling Costs, Quality and Size: No dwellings shall be permitted on any lot at a cost of less than \$50,000 exclusive of lot costs, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

10. New Construction and Materials: No building or structure constructed elsewhere shall be moved or placed on any lot or parcel. Without limiting the generality of the preceding sentence, it shall be construed to describe prefabricated homes, modular homes and mobile homes. All buildings erected on any lot or parcel shall be of new construction. However, this subparagraph shall neither prevent the use of used brick or any other materials that may be attractive and preservative of property values. When the construction of a building is begun on a lot or parcel, work shall be pursued diligently and continuously to completion, subject to weather, strikes, and acts of God, or other matters beyond the control of the owner.

11. Variety of Materials: Variation in structures and buildings shall be achieved by incorporating a variety of materials including, but not limited to, stucco, wood siding and brick. The use of a variety of materials is intended to ensure attractive and interesting buildings and structures and be preservative of property values.

12. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, provided, however, that a temporary office, trailer office, tool shed, lumber shed, and/or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structure shall be removed at completion of construction.

13. Window Covers: Curtains, drapes, shutters or blinds may be installed as window coverings. No window shall be covered with aluminum foil, bed linens, cardboard or similar materials after the residence has been occupied.

14. Clothes Drying: No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property, except in a yard enclosed by a lattice fence, wall, or other enclosure approved by the Committee. Such enclosure shall be located so as not to be between the front or the side of any house or the projection of the line thereof and the adjacent street. In addition, no clothes, sheets, blankets or any article shall be hung to dry in a garage or storage area in which the garage door has been left open so as to create an unsightly view from the street.

15. Roofs: All buildings shall have roofs of wood shake, of light-, medium-, or heavy-burn or tile classifications, subject to the authority of the Declarant to approve tile roofs, or other materials approved by Declarant, and subject to the authority of the Declarant to approve different roof materials. If the pitch of a roof is less than 4' in 12', then the roof design and materials shall be subject to approval by the Declarant. Such approval shall in no way imply any roof guarantee by Declarant.

16. Utilities, Antennas, Heating or Air Conditioning Equipment: All electric, gas, television, radio and telephone line installations to buildings or structures placed upon any lot shall be underground and no electric power or telephone poles shall be installed on any portion of any lot.

No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on the ground surface of any of the lots, or upon any of the houses or buildings constructed on such lots unless the same be contained within a house or building. This restriction applies to cable television receivers, dishes, or related equipment.

No heating, cooling, or air conditioning equipment, including fans or similar devices shall be placed or permitted to remain upon the roof of any house or building constructed on a lot.

It is the intention of the Declarant to encourage solar power. However, to the extent permitted by applicable law, the installation of solar panels shall be subject to the prior written approval of Declarant if the same are visible from any street.

17. Vehicles: No vehicles shall be kept or stored upon any of said lots other than those vehicles primarily and currently used for transportation of persons other than for hire, unless it be kept or stored in an enclosed garage when not in use. No such vehicle owned or in the possession or under the control of any resident in said subdivision shall be parked overnight on any street within said subdivisions. No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon the public streets within the subdivided property or on any driveway of any lot for the purposes of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. No trailers or boats of any type or size shall be kept or stored nearer than 25 feet from any street property line for a period of time exceeding forty-eight (48) hours, unless they are stored in such a manner as not to be visible from the street. No vehicle may be parked in the driveway in a manner in which will obstruct the sidewalk in any way.

18. Garage Doors: The homeowner shall use diligence in closing any garage doors that may face the street scene. It is generally accepted that garages are unsightly and that a series of garage

doors being left in an open position would destroy or tend to destroy the quiet enjoyment of the lots.

19. Garages and Vehicles: All driveways and garages shall be maintained in a neat and orderly condition. No motorcycles, campers, trailers, boats or recreational vehicles of any type shall be kept or parked on the public streets of the property, or outside of a garage on any lot. No vehicle may be parked in the driveway in a manner in which will obstruct the sidewalk in any way.

20. Sight Distance at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

21. Landscaping Requirement: Every owner of a lot or parcel within the property shall be responsible for installing, within ninety (90) days of occupancy, and maintaining in good and attractive condition, landscaping on those portions of the lot or parcel which are visible from any street within the properties.

It is the intent of these conditions to encourage attractive landscaping on each lawn, providing for individual landscape architecture and maintenance programs, which are preservative to property values. Compliance with this policy is expected of all homeowners in the BAR-J RANCH UNIT 9 subdivision and such conditions will be strictly enforced for the common benefit. Accordingly, every Owner is encouraged to report unattractive, unkempt, or partially installed landscaping to the Architectural Control Committee.

22. Trees: No existing trees shall be destroyed, uprooted, cut, or removed without the prior written consent of the Declarant. No healthy, living existing oak trees shall be removed without prior written consent from El Dorado County.

23. Compost: No quantities of manure, composting materials, or decaying vegetation matter shall be stored in such quantities as attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

24. Grading and Drainage: There shall be no cutting, filling, grading or contouring of any lot in any manner which would cause flooding of, or erosion onto, any adjoining lot or which would interfere with the general, natural drainage pattern through the properties. Homeowners should exercise special care during landscape construction in order to avoid such changes to drainage patterns.

25. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying

or mining operation of any kind shall be permitted upon or in any lot, nor shall oil well tanks, for oil or natural gas shall be erected, maintained or permitted upon the surface of any lot.

26. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other conventional household pets may be kept on the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious to residents in the vicinity.

27. Quiet Enjoyment: No act or thing shall be done upon the property covered by these restrictions, which may be or may become an annoyance or nuisance to the neighborhood or to destroy the quiet enjoyment of the lots.

28. Signs: No signs of any character shall be permitted on any lot in said subdivision except that a single sign no larger than the standard size, setting forth the fact that the subject property is for rent or for sale, may be permitted. No sign will be permitted in said subdivision larger than 60 square inches, setting forth the name of the owner or the occupant of any property. No signs of a commercial nature shall be erected at any time. This shall in no way affect the developer's use of signs necessary in connection with the initial construction of homes for sale on any of the lots contained herein or permanent identification signage placed to enhance neighborhood identity.

ARCHITECTURAL CONTROL: The Architectural Control Committee shall be composed of John D. Reynen, Christo D. Bardis and Thomas P. Winn, all of whom can be reached at 9985 Folsom Blvd., Sacramento, California 95827.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. In the event of the failure of the remaining member or members of the Committee to appoint a successor or successors within ninety (90) days after the death or resignation of a member or members, the then record owners of a majority of the acreage benefitted by these Covenants shall have the power, through a duly recorded written instrument, to appoint such successor or successors.

Procedure: Requests for approval shall be submitted on a form supplied by the Committee or its designated representative, along with three (3) sets of plans. (The Committee's approval or disapproval shall be in accordance with these Covenants and the Committee's adopted policies and procedures.) The covenants shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto. If plans or a request have been submitted to the Committee or its designated representative for approval and the Committee or its designated representative fails to act within thirty (30) days thereafter, approval shall be deemed to have been obtained as required in these covenants. The Committee shall have the power to establish and grant variances from these covenants where in its judgment extraordinary circumstances

so warrant.

Responsibility Neither Grantor, nor the Committee, nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any owner of land affected by these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every person who submits any plans or request to the Committee for approval agrees, by submission thereof, every owner of any said property agrees by acquiring title hereto, that he will not bring any such action or suit to recover any such damages.

29. Term These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date this instrument is recorded, after which time the Covenants shall be automatically extended for an additional ten (10) years unless terminated or modified as provided herein.

30. Amendments: These restrictions may be amended at any time and from time to time by an instrument in writing signed by the owner(s) of fifty-one percent (51%) or more of said lots which said written instrument shall be recorded in the office of the County Recorder of the County of El Dorado, Placerville, California.

31. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Cameron Park Community Services District may enforce Covenants, Conditions and Restrictions law 61601.16, California Government Code.

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

33. Attorney's Fees In any legal proceeding for the enforcement of this instrument the prevailing party shall be entitled to reasonable attorneys fees.

34. Mortgage Protection: 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 or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding on 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 the provisions contained herein.

35. EXEMPTIONS AND PROCEDURES FOR BUILDERS: It was and is Declarant's intention that each professional homebuilder within the subdivision be afforded certain privileges and certain reasonable exemptions from certain provisions in this Declaration during the construction and sale of homes.

A. The term "Builder" shall mean the purchaser of any five (5) or more unimproved Lots who acquires such Lots for the purpose of constructing individual houses upon them for resale

to the general public. A Builder may be an individual or a corporation, partnership or any other entity with the legal right to hold title to real property.

B. Notwithstanding any other covenant, restriction, agreement, term or provision of this Declaration which is or appears to be to the contrary:

1. Declarant and each Builder shall be entitled to place, construct, locate, and maintain such facilities as that party in its sole opinion believes to be reasonably required, convenient or incidental to the construction and sale of houses upon the Lots. These facilities may include, but shall not be limited to such things as business offices, storage areas, construction trailers, temporary buildings, construction yards, construction materials, and construction equipment of every kind, model homes, sales offices and signs identifying the Builder and advertising the homes for sale. Declarant and each Builder shall have the right to move all or any portion of its facilities from one location to another at any time and from time to time, as such party sees fit. In any event, however, each party's facilities shall be located entirely upon a Lot or Lots owned by that party.

2. Each Builder may submit in advance all of the plans and elevations that Builder plans to build in the subdivision, as well as a list of the plants and other landscaping materials to be installed. The submittal would also include a "sample" or "typical" landscaping plan for one of the Lots. Once these are approved by the Committee, the Builder shall be entitled to construct the previously approved plans, elevations and landscaping on the lots without further Committee approvals.

3. Nothing in this Declaration shall limit the right of a Builder, its contractors, subcontractors or designees from doing the following: (i) completing and selling its homes once the Builder has received Committee approval as required by this Declaration; and, (ii) making repairs and remodeling construction defects.

4. Those provisions of this Declaration which provide special privileges and/or exemptions to the Declarant and to Builders shall automatically terminate as to the Lots owned by the Declarant or Builder, as appropriate, on a Lot by Lot basis as of the time such Lot is conveyed to an individual homebuyer. Prior to their termination in accordance with this subsection 33B(4), however, such provisions may not be amended without the written consent of the affected Builder, or in the case of Lots owned by the Declarant, without the written consent of the Declarant.

Dated this 20<sup>th</sup> day of April, 1994.

WINNCREST HOMES, INC., a California corporation

By: [Signature]  
Thomas P. Winn, President

STATE OF CALIFORNIA  
COUNTY OF Sacramento

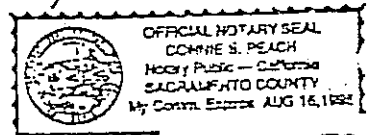
On 4.20.94 before me, the undersigned

personally appeared Thomas P. Winn

\_\_\_\_\_ personally known to me for 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.

WITNESS my hand and official seal  
Signature [Signature]



END DOCUMENT

This and to 4259-731

3000 (1/91) - (General) First American Title Company