

RECORDING REQUESTED BY:

CAMERON PARK COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:

G. E. THORNE & ASSOCIATES, INC.
300 ALHAMBRA DRIVE, SUITE A
CAMERON PARK, CA 95682

04/29/1999, 19990027146

SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE

TITLE(S)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BLACK OAK ESTATES

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BLACK OAK ESTATES

WHEREAS, the undersigned Declarant is the Owner of all real Property in the County of El Dorado, State of California, described as follows:

Lots 1 thru 24 inclusive, as shown on that certain map entitled "BLACK OAK ESTATES UNIT NO. 1", filed in the Office of the County Recorder of El Dorado County, California, on April 2, 1999, in Book I of Maps, at Page 32, and Lots 25, 26, and 28 thru 43 inclusive, as shown on that certain map entitled "BLACK OAK ESTATES UNIT No. 2", filed in the Office of the County Recorder of El Dorado County, California, on April 2, 1999, in Book I of Maps, at Page 31.

WHEREAS, it is the desire of the undersigned Owner to impose salutary and desirable covenants, conditions, and restrictions upon the use of said real property for the benefit of any and all persons owning all or a portion of said real property.

NOW, THEREFORE, said undersigned Owner does hereby declare that the real property hereinabove described and each lot and plot therein is held and shall be conveyed subject to the covenants, conditions, and restrictions hereinafter set forth, as follows:

PART A

RESIDENTIAL AREA COVENANTS

- A-1. LAND USE AND BUILDING TYPE: All lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars per dwelling unit.
- A-2. ENFORCEMENT AUTHORITY/PENALTY AFTER CONSTRUCTION: When the initial construction of one or more buildings is completed as evidenced by final inspection by the County of El Dorado, the right to enforce these restrictions shall pass to the Cameron Park Community Services District which has authority under Government Code Section 61601.10 to enforce tract restrictions within its jurisdiction. Cameron Park Community Services District can assess monetary penalties against any lot owner for any violation of this Declaration after due process.
- A-3. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish

grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line similarly approved. Approval shall be as provided in Part B.

- A- 4. DWELLING QUALITY: All dwellings shall be of a quality of workmanship and materials substantially the same or better than the first homes constructed in the subdivision.
- A- 5. BUILDING LOCATION: No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines as required by El Dorado County. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- A- 6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- A- 7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tents, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- A- 8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- A- 9. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
- A-10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- A-11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner lots within the triangular area formed by the street property lines and a line connecting them a points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner, from 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

- A-12. ANTENNAE: No external antenna of any kind shall be set up on any lot or on any house, including satellite dishes larger than eighteen (18) inch dishes.
- A-13. SOLAR EASEMENT: No property owner shall maintain on his particular lot any structure or landscaping which obstructs the right of his adjacent owners to receive reasonable amounts of solar energy.
- A-14. EASEMENTS FOR UTILITIES AND DRAINAGE: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- A-15. SEWER DISPOSAL SYSTEM: No individual sewage disposal system shall be permitted on any lot.
- A-16. AUTOMOBILE, BOAT, AND TRAILER STORAGE: No trailer, boat, camper, camper shell, house trailer, motor home, recreational vehicle, or any automobile in non-operable condition shall be parked, left, or stored upon any lot for more than twenty-four (24) hours unless the same is parked, left, or stored in a garage or other enclosure sufficient to screen such automobile, trailer, or camper from view from all public streets. No boat of any kind shall be parked, left, or stored in a garage or other enclosure for more than thirty-six (36) hours unless the same is parked, left, or stored so that the same will not be open to view from public streets. No vehicle exceeding one (1) ton shall be kept stored on any lot in the subdivision. Local authorities may tow, at the owner's expense, any vehicles in violation of this restriction. Provided further, that the vehicles mentioned above shall not be dismantled, overhauled, or otherwise worked upon in such a manner on any lot that it would become an eyesore to any occupant of the subdivision.
- A-17. COMMERCIAL VEHICLES: No commercial vehicle exceeding one (1) ton shall be kept or stored on any lot unless such vehicle is stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the project shall be parked overnight in any street within said subdivision. "Commercial Vehicles", for this purpose, shall include, but not be limited to, any truck, bus, tractor, taxi, or other vehicle use primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purpose.

- A-18. GARAGE CONVERSIONS: No owner of a lot shall convert the garage which is attached to the residential family structure on the lot to a family room, living room, bedroom, or other such room which would normally be considered living area for the owner, provided, however, that this shall not prohibit the placement of a washer, dryer, freezer, or other such appliance in such garage, and also providing that the developer is permitted to construct, per plans and specifications approved by El Dorado County, a tandem garage.
- A-19. LANDSCAPING: Every owner of a lot within the property shall be responsible for maintaining, in good and attractive condition, landscaping on those portions of the lot which are visible from any street within the properties. It is the intention of these conditions to encourage attractive landscaping on each lot 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 subdivision and such conditions will be strictly enforced for the common benefit.

PART B

ARCHITECTURAL CONTROL COMMITTEE

- B-1. MEMBERSHIP: The initial members of the Architectural Control Committee will be appointed by Declarant. Decisions of the committee shall be made by a majority vote. 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 the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. On the first date that Declarant no longer owns any interest in the project, all of the initial members of the Architectural Control Committee who have not resigned shall automatically be deemed to have resigned and the powers of said Committee shall be automatically transferred to the Cameron Park Community Services District.
- B-2. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

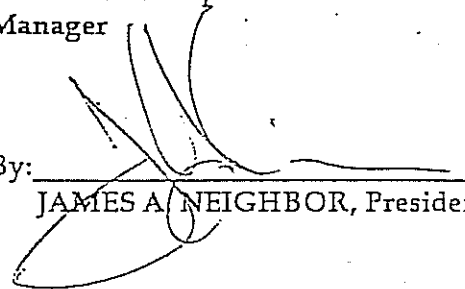
GENERAL PROVISIONS

- C 1. TERMS: All of the restrictions, conditions, covenants, and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvements of said tract, and the covenants shall attach to and run with the land. Said restrictions, conditions, and covenants shall be binding on all parties and all persons claiming under them for a period of thirty-five (35), at which time they shall be automatically extended for successive periods of five (5) years. This Declaration cannot be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications as set in Paragraph A-2, above. This declaration may be amended by the affirmative vote of the owners of a majority of the lots.
- C- 2. ENFORCEMENT: If the parties hereto, or their successors, shall violate or attempt to violate any of the covenants herein, any person owning any real property subject thereto or the Cameron Park Community Services District may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, or either to prevent him or them from so doing or to recover damages for such violation. In any legal proceeding for the enforcement of this instrument, the prevailing party shall be entitled to reasonable attorney's fees. The Declarant or the Cameron Park Community Services District, as the successors to the Declarant, may establish and enforce a schedule of reasonable fines that may be imposed against a lot owner for violations of the provisions of this Declaration. No such fines shall be imposed until an owner has first been given written notice of the alleged violation and an opportunity to be heard before the party seeking to impose the fine.
- C- 3. SUBORDINATION: It is further provided that a breach of any of the conditions contained herein or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's Sale, or otherwise.
- C- 4. SEVERABILITY: Invalidation of any one or more of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal this 27
day of April, 1999.

K-W BLACK OAKS LLC,
a California Limited Liability Company

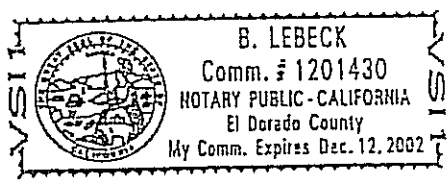
By: BLACK OAK ESTATES, INC.
a California Corporation
Its: Manager


By: 
JAMES A. NEIGHBOR, President

STATE OF CALIFORNIA)
)
COUNTY OF EL DORADO)

On this 27th day of April, 1999, before me, B. LEBECK,
a Notary Public, personally appeared JAMES A. NEIGHBOR,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name
is/are subscribed to the within instrument, and acknowledged 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.




Notary Public in and for said County and State

Developer's Mailing Address:

1735 North Broadway
Walnut Creek, CA 94596
925.295.3250

j

CC&Rs[doc]