

RECORDING REQUESTED BY:

CAMERON PARK COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:

BROOKS ENTERPRISE  
5230 REMUDA COURT  
SHINGLE SPRINGS, CA. 95682



El Dorado, County Recorder  
William E. Schultz Co Recorder Office  
**DOC- 2000-0013295-00**

Thursday, MAR 16, 2000 08:06:45  
Ttl Pd \$0.00 Nbr-0000019673  
JDK/C2/1-8

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SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE

TITLE (S)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

BROOKS ESTATES

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BROOKS 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 4 inclusive, as shown on that certain map entitled "Brooks Estates", filed in the office of the county recorder of El Dorado County, California on August 27 1999, in Book "I" of Maps, at Page 42.

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.

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 the authority under Government Code §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. As per Exhibit A "Design Guidelines" 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 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.

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 an 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 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 sale, may be permitted. No sign will be permitted in said subdivision larger than 60 square inches, setting forth the name and owner or the occupant of any property. No signs of commercial nature shall be erected at anytime. This shall in no way affect the developers 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.

A-9. LIVESTOCK AND POULTRY. 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.

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 2 and 6 feet above the roadways, shall be 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 line, 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 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. ANTENNAS. No external antenna of any kind will be set up on any lot or on any house, including satellite dishes larger than 18" dishes.

A-13. 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-14. SEWAGE DISPOSAL SYSTEM. No individual sewage disposal system shall be permitted on any lot.

A-15. AUTOMOBILE, BOAT AND TRAILER STORAGE. No trailer, boat, camper, camper shell, house trailer, motor home, recreational vehicle or any automobile in nonoperable condition shall be parked, left or stored upon any lot for more than 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 vehicle exceeding one (1) ton shall be kept or stored on any lot in the subdivision unless such vehicle is kept or stored in an enclosed garage when not in use. Local authorities may tow at 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-16. COMMERCIAL VEHICLES. No commercial vehicle exceeding one (1) ton shall be kept or stored on any lot unless such vehicle is kept or 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 Vehicle" for this purpose shall include, but not be limited to, any truck, bus, tractor, taxi, or other vehicle used 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-17. GARAGE CONVERSIONS. No owner of a lot shall convert the garage 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-18. 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 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. 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 architectural review shall pass to the Cameron Park Community Services District which has authority under Government Code §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.

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 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/AMENDMENTS. 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 35 years, at which time they shall be automatically extended for successive periods of five 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 forth in paragraph A-3, 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, 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 and costs. 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 judgment 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 15<sup>th</sup> day of March.

Gary Brooks, DBA Brooks Enterprises

By: [Signature]  
Gary A. Brooks

By: [Signature]  
Cynthia L. Brooks

STATE OF CALIFORNIA }

COUNTY OF EL DORADO }

On this 15<sup>th</sup> day of MARCH 2000, before me, Heidi Ann Weiland, a Notary Public, personally appeared Gary A. Brooks and Cynthia L. Brooks, personally known to me (or 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 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]  
Notary Public in and for said County and State



Developer's Mailing Address:

5230 Remuda Court  
Shingle Springs, Ca. 95682  
530. 672.1177

CC&R (ba)

Exhibit "A"

DESIGN GUIDELINES

BROOKS ESTATES

THESE DESIGN GUIDELINES have been adopted by the Architectural Review Committee for Brooks Estates Subdivision as of this 15<sup>th</sup> day of March 2000.

PREAMBLE

A. Pursuant to the CC&Rs, the Committee has the authority to establish design guidelines which contain those architectural, development and design standards and guidelines, which govern the design, placement, erection, installation, and construction of any structure or appurtenances thereto within the Property.

B. The Committee now desires to establish the following design guidelines pursuant to the rights granted to the Committee under the CC&Rs in order to meet the Committee's purpose of enhancing and protecting the value, attractiveness and desirability of the Property. The Committee desires that these design guidelines apply to the entire Property and each individual lot ("Lot") located thereon owned by any person, entity or combination thereof ("Owner").

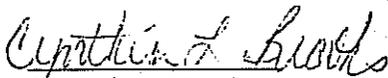
IN FURTHERANCE OF THE FOREGOING, the Committee hereby adopts the following design guidelines ("Design Guidelines"):

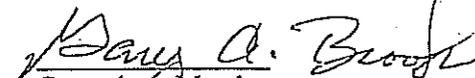
1. Design Guidelines: The following design restrictions shall be enforced by the Committee:

- A. Type and Character of Design: Exterior design of all the improvements on any Lot shall be compatible with the overall atmosphere of the Property. Approval of such exterior design shall be in the sole discretion of the Committee. Decisions of the Committee shall be final.
- B. Home Size: Each residence shall have a total floor area (excluding decks, patios, balconies and garages) of at least 1400 square feet which will be approved by the Cameron Park Community Services District.
- C. Garages and Driveways: The residential improvements on each Lot shall include a garage to accommodate at least two cars. Carports shall not be allowed. Each Lot must have an approved driveway.
- D. Fences: All fences, including the location, style, color, height, and function of such fence, must be approved in writing by the Committee prior to installation. The Owner shall maintain and repair the fences on his Lot or Lots. If the Owner fails or refuses to fully and faithfully comply with and conform to the provisions of this subsection, then Declarant or the Committee shall have the right to enter upon such Lot or Lots and perform or cause to be performed such work as may be necessary to fulfill the requirements of this subsection, charging the costs to the Owner.

- E. Landscaping: All lots shall be landscaped with a combination of trees, shrubs, ground cover, lawn, natural vegetation, and limited decorative rock bark, and similar materials. Landscaping shall be designed to compliment, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs. Stone, gravel, concrete, and similar materials shall be used only for complimentary and supplementary purposes and no Lot shall be covered entirely with such materials.
- F. Building Siding Materials: There shall be no press material, except that no vertical side of any structure shall have a finished surface of imitation wood shingles or other siding material which the Committee deems unsuitable or inferior. No reflective finishes shall be used on exterior surfaces with the exception of hardware items.
- G. Roofs: Roofing material on all dwellings (new construction, improvements construction or replacement construction) shall be subject to Committee approval. Composition type roofing material may be permitted to be installed. Notwithstanding the foregoing, all roofing materials shall be a minimum Class A in accordance with the Uniform Building Code. All roof top colors shall be subject to Committee approval. Rooftop heating and/or air-conditioning units are prohibited with the exception of solar energy panels, which must be approved by the Committee.
- H. Telephone and Electric Services: No overhead telephone or electrical service lines or poles may be constructed on any Lot or cross over any Lot. All portions of telephone and electrical service lines not located entirely within the enclosed portion of a dwelling other than service pedestals must be buried beneath the surface of the ground.
2. Liability of Committee Members: Neither Declarant, the Committee, nor their duly authorized representatives shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee duties under these Design Guidelines or under the CC&Rs.
3. Enforcement by Committee: The Committee shall have enforcement rights with respect to any matters required to be submitted to and approved by the Committee and may, but shall not be obligated to, enforce such architectural control by any proceeding at law or in equity. In addition, 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 has not been approved by the Committee or that it does not conform to the plans and specifications submitted to the Committee. If any legal proceeding is initiated to enforce the provisions of these Design Guidelines, the prevailing party shall be entitled to collect costs and reasonable attorneys' fees.
4. Term and Amendments: These Design Guidelines shall continue in full force and effect unless an amendment hereto duly executed by the Committee shall be adopted by the Committee in accordance with the CC&Rs.

IN WITNESS WHEREOF, the Committee has adopted these Design Guidelines as of the date first written above.

  
Cynthia L. Brooks  
Committee Member

  
Gary A. Brooks  
Committee Member