

Cameron Woods Unit 5

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OFFICIAL RECORDS
EL DORADO COUNTY, CALIF.
RECORD REQUESTED BY:

Placer Title Company

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WILLIAM H. SCHULTZ
COUNTY REC. CLERK

4000

(2)

Recording Requested By:

MULLEN, SULLIVAN & NEWTON, LLP

Return to:

MULLEN, SULLIVAN & NEWTON, LLP
P. O. Box 560
Lodi, CA 95241

Mail Tax Statements to:

Document Title(s)

DECLARATION OF CONDITIONS,
COVENANTS, AND RESTRICTIONS

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COVENANTS, AND RESTRICTIONS

This Declaration is made on MAY 28th, 1997, by DAROL B. RASMUSSEN and THORA J. RASMUSSEN, hereinafter "Declarant."

RECITALS

WHEREAS, Declarant is the owner of real property located in the County of El Dorado, State of California, more specifically described as set forth in Exhibit "A," attached hereto, and incorporated herein, hereafter "said property."

WHEREAS, Declarant shall convey said property subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth for the benefit of said property and the present and future owners. These conditions, covenants, and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness of said property, run with the land and shall be binding on all parties having or acquiring rights or interests in said property.

1. No Temporary Occupation:

No structure upon said property shall be occupied in the course of original construction or reconstruction until the same is completed and made to comply with the restrictions contained in this Declaration. All work of construction on each structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed.

2. Residential Use:

All lots within said property shall be used for residential purposes only, and no part of said property 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, or other such non-residential purpose. No building on any lot of said property shall be used for more than one single family dwelling.

3. Size of Single Family Dwellings:

No main dwelling shall be erected which has a floor area, exclusive of any porch, patio, garage, or other

accessory building (whether or not attached to such dwelling), of less than 1,800 sq. ft. in the case of a one-story structure and 1,900 sq. ft. in the case of a two-story structure. A split-level structure shall have no less than 1,800 sq. ft., 1,000 sq. ft. of which shall be on the ground level. The carport or garage shall be greater than 500 sq. ft.

4. Maintenance:

All structures upon said property shall at all times be maintained in good condition and repair and be properly and thoroughly painted.

5. Prevention of Erosion:

Each lot owner shall keep, maintain, water, plant, and replant all areas, slopes, banks, rights-of-way, and set back areas located on his or her lot so as to prevent erosion and to present an attractive, clean, sightly, and welcome appearance at all times. Each lot owner shall further have the obligation to maintain in the same manner any public utility easement upon his or her lot if such easement is not otherwise similarly maintained by any governmental agency.

6. Prevention of Trash Accumulation:

No rubbish, debris, or objectionable materials of any kind shall be placed or permitted to accumulate upon any portion of said property, or any lot therein, which would render the property or lot unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupation of any such property in such vicinity.

7. Offensive Conduct and Nuisances:

No noxious or offensive activities, including, but not limited to, repair of automobiles or other motorized vehicles shall be conducted upon any lot within said property. Nothing shall be done upon any lot that may be, or may become, an annoyance or nuisance to the residents of said property, or that in any way interferes with the quiet enjoyment of the residents of said property. No form of business, commercial, manufacturing, or storage enterprise activity shall be conducted or maintained upon any lot. No trucks, trailers, wagons, boats, equipment, recreational vehicles, or goods may be parked, stored, or kept on the

front portion of any lot.

8. Animals:

No lots shall be used for the keeping or breeding of any animals of any kind for any personal or commercial purposes, save and except personal pets within a reasonable quantity. No animals shall be kept in quantities or conditions objectionable to other residents of said property.

9. Signs:

Except for temporary signs as specified below, no signs or billboards of any character shall be erected or displayed on said property, except residential signs providing the name and/or address of the occupant or owner. Temporary signs in connection with the original sales of lots or a sale of said property may be utilized. Nothing herein shall prohibit an owner from maintaining on his property a "For Sale," "For Rent," or "For Lease" sign not exceeding 18" x 24" in size.

10. Drainage:

No lot owner or occupant shall interfere with the established drainage in or over said property or any lot therein. In the event it becomes necessary to change the established drainage over any lot, the owner thereof shall make adequate provision for proper drainage in connection with any such change, including the landscaping of all lots affected by the change. The words "established drainage" as used in this section means the drainage which existed at the time of the recordation of this Declaration.

11. Drilling or Mining Activities:

No derrick or other structure designed for boring, mining, or quarrying for oil, gas, or minerals shall be erected, placed, maintained, or permitted to remain on said property or any lot therein.

12. Maintenance of Community Aesthetics:

No owners or occupants of any lot in said property shall place, store, or keep building materials or appliances (except during the temporary period of construction or remodeling) or other materials of any nature which detract

from the residential character and aesthetic appearance of the neighborhood, nor shall owners or occupants place, store, or keep unsightly boxes, bottles, or cans on any lots unless enclosed by fencing so that such unsightly objects may not be visible from the public. No poles, masts, satellite dishes, or antennae of any type, size, or height shall be constructed on any lot on or above the roof of any dwelling or structure.

13. Setbacks:

The front setbacks shall conform to County requirements per the grading plan approved by the County relating to said property. The side yard setbacks shall be a minimum of ten (10) feet along the entire side yard area, subject further to a minimum distance of five (5) feet from the top of any slope or retaining wall, or from the top of any slope. In the case of an access road or driveway in the side yard, a minimum setback of ten (10) feet on the flat in addition to any banks or slopes shall be required.

14. Location of Structure:

The location of any structure or dwelling on a lot and the landscaping shall bear such an overall relation to the adjacent lots as to create an aesthetically pleasing overall appearance.

15. Covering of Lot Surface:

Not more than fifty percent (50%) of any lot shall be covered with structures or paving material.

16. Retention of Natural Vegetation and Landscaping:

No natural plants, trees, bushes, shrubbery, or vegetation shall be removed from any lot other than absolutely necessary. In no event shall any tree with a diameter of 8 inches or more at five feet above the ground be removed. Within sixty (60) days after the completion of any dwelling, or any addition thereto, natural vegetation shall be replanted or reseeded in all practical areas. In areas where natural vegetation is not practical, permanent landscaping shall be installed in the front, side, and rear yard areas. Such landscaping shall be maintained in a neat and orderly condition at all times and after installation so as to present a pleasing appearance to the owners and occupants of adjacent lots.

17. Fences:

No fences, rails, hedges, or other structures over thirty-six inches (36") in height shall be placed or allowed to exist in the front yard of any lot.

18. Architectural Theme:

The exterior building design of all dwellings and buildings on any lot shall be encouraged to be of Ranch, Spanish, or early California styling and character, which shall be compatible to the rural atmosphere of said property. Exterior colors are to be complimentary to the natural surroundings and shall be subject to approval by the Architectural Control Committee.

19. New Material:

No used or second-hand material shall be used in the construction of any dwellings, buildings, or structures. No buildings of any kind shall be moved from any other place to any of the lots within said property.

20. Impairment of View:

No structures, buildings, dwellings, fences, or landscape materials shall be placed or allowed to grow upon any of the lots in such a manner as to substantially impair the view from adjacent lots.

21. Exterior Painting:

All exterior wood and manufactured surfaces, with exception of brick, shall be painted or stained.

22. Non-Glare Materials:

No reflective materials or other materials which may cause glare, other than the usual and reasonable utilization of glass, shall be used on any exterior surface of any building or structure. In the event metal is used on any exterior surface of any building or structure, such metal shall be painted for the purpose of preventing glare.

23. Regulation of Recreational Vehicles:

No recreational vehicles or accessories of any type or nature, including, but not limited to, motor homes, RVs,

motorcycles, motor-driven cycles, jet-skis, motor-driven watercraft, go-carts, mini-bikes, trailers, or campers, shall be stored or parked for other than temporary loading and unloading purposes in the front yard of any lot. Said recreational vehicles and accessories may be stored in the side or rear yard of any lot only if the sight of said vehicles or accessories from off the lot is blocked or screened in an aesthetic and visually pleasing manner. Any blocking or screening, other than trees, bushes or shrubbery, by an artificial means, e.g. walls, fences, or other structures, shall be only upon approval of the Architectural Control Committee pursuant to paragraphs 25 and 26 hereinbelow.

24. Regulation of Mailboxes:

All mailboxes shall be covered or enclosed on the sides and top and shall comply with the following requirements: 1) the building material used shall be visually and aesthetically compatible with the materials appearing on the related house and shall be stone, rock, brick or other non-wood opaque material, 2) the pedestal or stand supporting the mailbox shall be, from the level of the ground to the top of the mailbox, of a width and depth no less than the width and depth of the mailbox, and 3) the pedestal or stand shall be of a design, color, and appearance visually and aesthetically compatible with the related house.

25. Compliance With Governmental Regulations:

All owners and occupants of lots within said property shall comply with all local, State, and Federal government regulations relating to said property, including, but not limited to, Zoning Codes, Building Codes, Health & Safety Codes, County Ordinances, and Public Utility Regulations. Any violation of said regulations shall be a violation of this Declaration.

26. Architectural Control Committee Approval. Pre-requisite to Construction:

No dwelling, building, fence, wall, sign, antennae, satellite dish, or any receiving or transmitting device, or other structure shall be commenced, erected, or maintained on any lot in said property; nor shall any exterior addition or change or alteration in any structure in any lot, including but not limited to: solar or heating systems;

pools, spas, ponds, or fountains; landscaping, stonework, or concrete work; related mechanical, plumbing, or electrical facilities; and awnings, or patio covers, be made until the plan and specifications showing the nature, kind, shape, materials, and location of the same have been submitted to Darol B. Rasmussen, 2890 Cinsant Dr., Cameron Park, California, 95682, or the then existing members of the Architectural Control Committee, and approved in writing by said individual, or the Committee pursuant to paragraph 25, as to harmony of the external design and location in relation to surrounding structures and topography and compliance with these Conditions, Covenants, and Restrictions. The discretion and authority of the Architectural Control Committee shall extend to the use and purpose of said lots as well as the aesthetics, quality, materials, design, size, and location of any structures placed upon said lots.

In the event the Architectural Control Committee fails to approve or disapprove plans and specifications within 1 (one) year after the same have been delivered to the Committee and a written receipt therefor received, and/or delivered to the Committee by registered or certified mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration, with El Dorado County building and zoning regulations and with all other applicable laws and regulations.

27. Appointment of Architectural Control Committee:

The Declarant shall appoint an Architectural control Committee consisting of not less than three (3) nor more than five (5) persons. Each member of the Architectural Control Committee shall serve for one (1) year. Members may serve successive terms. The Declarant shall make all reappointments and successive appointments. The Declarant may delegate the duty of appointing members of the Architectural Control Committee to any designee. Such designee shall be permitted to appoint successive designees for the purpose of making appointments to the Architectural Control Committee. The Committee shall act by affirmative vote of the majority of its existing members. All approvals, rejections, or waivers made by the Committee shall be in writing and signed by the majority members.

It is not the intent of the Declarant to deprive lot owners from having a structure of unique design, but to

protect the community as a whole, and the individuals comprising the same, from undesirable construction. In this connection, in the case of hardship, exceptions to any of the restrictions contained in this Declaration may be made by the Architectural Control Committee upon proper application in writing. Any hardship exception or waiver of any restriction herein shall not be a waiver of the enforcement of any other violation of these restrictions in any other circumstance.

28. Amendments:

Before the close of the first sale of a lot in said property to a purchaser other than Declarant, this Declaration and amendments to it may be amended in any respect or revoked by the execution of Declarant.

After the close of the first sale of a lot in said property to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than 75% of the owners of any fee simple interest in any lot in said property, excluding the Declarant. Each owner shall have one (1) vote.

29. Mortgage Savings Clause:

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 lien, mortgage, or deed of trust, made in good faith and for value, shall hereinafter be held, subject to all of the restrictions provisions herein.

30. Severability of Provisions:

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

31. Binding Effect:

This Declaration shall inure to the benefit of, and be binding on, the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of any person acquiring an interest

in any lot in said property.

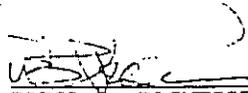
32. Term of Declaration:

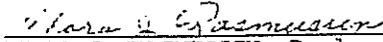
This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is recorded. After that time, this Declaration, and all its covenants and other provisions, shall be automatically extended for successive ten (10) year periods, unless this Declaration is revoked by an instrument executed by the owners and their respective mortgagees of not less than three-fourths (3/4) of the lots in said property, and recorded in the Office of the County Recorder of El Dorado County within one (1) year prior to the end of the fifty (50) year period or any succeeding ten (10) year period.

33. Remedies:

The Declarant, or any owner of any lot in said property, shall have the ability and right to bring an action, in equity or in law, to enjoin any breach of any provision of this Declaration and request and secure damages from any liable violating party for said breach. The Declarant and any such owner shall further be permitted to use any other remedies presently existing, or may hereafter be created, permitted by law for the abatement and correction of any violation of any condition, covenant, or restriction set forth in this Declaration.

DATED: MAY 28th, 1997.


DAROL B. RASMUSSEN, Declarant

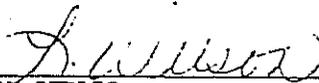

THORA J. RASMUSSEN, Declarant

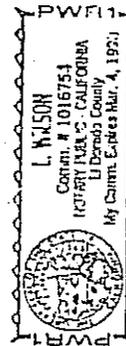
May 28 1997

STATE OF CALIFORNIA)
) SS.
COUNTY OF EL DORADO)

On August 19, 1997, 1997, before me, the undersigned Notary Public, personally appeared DAROL B. RASMUSSEN, 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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.

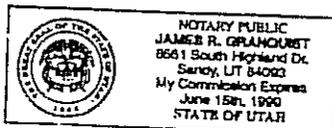

NOTARY PUBLIC



UTAH
STATE OF CALIFORNIA)
SALT LAKE) SS.
COUNTY OF EL DORADO)

On MAY 28th, 1997, before me, the undersigned Notary Public, personally appeared THORA J. RASMUSSEN, 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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.



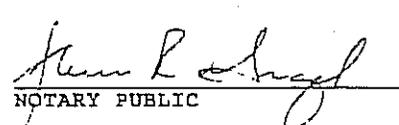

NOTARY PUBLIC

EXHIBIT A

Lots 96 through 128, inclusive, of that certain map
entitled "Cameron Woods Unit No. 5" filed in the
office of the County Recorder of El Dorado County on
August 20, 1947 in Book H, Pages 135
through 135-A, inclusive of Maps.